

FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Complaint of)
)
The Office of the Ohio Consumers')
Counsel)
10 West Broad Street, Suite 1800) Case No. 10-2395-GA-CSS
Columbus, Ohio 43215)
)
Stand Energy Corporation)
1077 Celestial Street, Suite 110)
Cincinnati, Ohio 45202)
)
Border Energy, Incorporated)
9787 Fairway Drive)
Powell, Ohio 43065)
)
Northeast Ohio Public Energy Council)
31320 Solon Road, suite 20)
Solon, Ohio 44139)
)
Ohio Farm Bureau Federation)
280 North High Street)
Columbus, Ohio 43218-2383)
)
Complainants,)
)
v.)
)
Interstate Gas Supply d/b/a Columbia)
Retail Energy)
5020 Bradenton Avenue)
Dublin, Ohio 43017)
)
Respondent.)

COMPLAINT OF THE OFFICE OF THE OHIO CONSUMERS' COUNSEL,
STAND ENERGY CORPORATION,
BORDER ENERGY, INC.,
NORTHEAST OHIO PUBLIC ENERGY COUNCIL, AND
OHIO FARM BUREAU FEDERATION

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October 21, 2010

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ATTACHMENTS

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- Attachment 2 IGS Website at <http://www.columbiaretailenergy.com>
- Attachment 3 IGS Solicitation Letter
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- Attachment 6: “Gas supplier’s use of name might face challenge,” by Dan Gearino, *Columbus Dispatch* (Friday, September 24, 2010) at <http://www.dispatch.com>
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- Attachment 7: Columbia Retail Service Letter
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- Attachment 9: “Pipeline Blast Leads to Call for Greater Scrutiny,” by Don Thompson, Associated Press Writer, ABC News, (October 19, 2010) at <http://abcnews.go.com>

- Attachment 10: “17,000 Columbia Gas customers have possibly defective lines. No leaks have been found, but company will inspect them.” By Dan Gearino, *Columbus Dispatch* (Tuesday, September 21, 2010) at <http://www.dispatch.com>
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- Attachment 11: UGI Energy Services, Inc. Weekly Gas Market Watch, (October 1, 2010), at 2.
- Attachment 12: “Natural Gas Prices and News,” NYMEX Natural Gas prices, charts and live feeds,” (October 1, 2010) at <http://www.metalprices.com>
- Attachment 13: “Natural gas prices at 5+ year lows, what does this mean for choosing a gas supplier,” by Jenn Strathman, Newsnet 5 at <http://www.newsnet5.com>
- Attachment 14: “Natural Gas City Gate Price in Ohio,” U.S. Energy Information Administration (September 29, 2010) at <http://www.eia.gov>
- Attachment 15: IGS Energy, Weekly Natural Gas Market Update, (Wednesday, September 29, 2010) at IGSEnergy.com

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OHIO FARM BUREAU FEDERATION**

The Office of the Ohio Consumers' Counsel ("OCC") Stand Energy Corporation ("Stand"), Border Energy, Inc. ("Border") Northeast Ohio Public Energy Council ("NOPEC"), and the Ohio Farm Bureau Federation ("OFBF") collectively "Joint Movants" respectfully submit this Complaint pursuant to R.C. Sections 4905.26 and 4929.24. The Joint Movants submit that Interstate Gas Supply d/b/a Columbia Retail Energy ("IGS") has engaged in marketing, solicitation, sales acts or practices which are unfair, misleading, deceptive, or unconscionable acts as describer below that demand relief as should be ordered by the Public Utilities Commission of Ohio ("PUCO" or "Commission").

In support of this Complaint, the Joint Movants aver as follows:

Parties

1. Complainant, OCC, is a state agency that has the authority under Ohio law to represent the interests of Ohio's residential utility customers in proceedings before the PUCO, pursuant to R.C. Chapter 4911. As such, the OCC is the statutory representative of the residential utility customers that may elect to take natural gas service from IGS. OCC has the authority to sue and to carry out the duties granted under R.C. Chapter 4911.

2. Complainant, Stand Energy Corporation ("Stand") is a Kentucky corporation with an office located at 1077 Celestial Street, Suite 110 in Cincinnati, Ohio. Stand is "retail natural gas supplier" as that term is defined in R.C. 4929.01(N) and Ohio Adm. Code 4901:1-29-01(AA), and is in the business of marketing and selling natural gas to Ohio industrial, commercial and residential customers as part of the Gas Energy Choice Transportation Program for Columbia Gas of Ohio, Inc. ("Columbia").

3. Complainant, Border Energy, Inc. ("Border") is an Ohio corporation with an office located at 9787 Fairway Drive in Powell, Ohio. Border is "retail natural gas supplier" as that term is defined in R.C. 4929.01(N) and Ohio Adm. Code 4901:1-29-01(AA), and is in the business of marketing and selling natural gas to Ohio industrial, commercial and residential customers as part of the Gas Energy Choice Transportation Program for Columbia.

4. Complainant, Northeast Ohio Public Energy Council ("NOPEC") is a regional council of local governments in Northeast Ohio established under R.C. Chapter 167, with an office located at 31320 Solon Road, Suite 20 in Solon, Ohio. NOPEC is the largest governmental retail energy aggregator in Ohio, and is comprised of 131 member communities throughout the nine northeast Ohio counties of Ashtabula, Lake, Geauga, Cuyahoga, Summit, Lorain, Medina, Trumbull, and Portage. NOPEC provides natural gas governmental aggregation service to approximately 70,000 natural gas customers throughout the Columbia service territory.¹

5. Complainant, OFBF is a non-profit organization of member county farm bureaus representing agricultural interests in Ohio, with an office at 280 North High Street in Columbus, Ohio. OFBF represents a diverse group of residential, small business, mercantile and industrial customers taking service under both General Transportation Service ("GTS") and the Choice Transportation Program. OFBF has been involved in the discussions and collaborative groups that led to the creation of the various Choice Programs in Ohio.

¹ NOPEC also provides governmental aggregation service to approximately 175,000 natural gas customers throughout the Dominion East Ohio Gas Company service territory.

6. Respondent, IGS, is an Ohio corporation with an office located at 5020 Bradenton Avenue Dublin, Ohio 43017. Respondent, IGS is a “retail natural gas supplier” as that term is defined in R.C. 4929.01(N) and Ohio Adm. Code 4901:1-29-01(AA), and is in the business of marketing and selling natural gas to Ohio industrial, commercial and residential customers as part of the Gas Energy Choice Transportation Program for Columbia Gas of Ohio, Inc. (“Columbia”). IGS is not currently a subsidiary or affiliate of Nisource Corporate Services Company or of its Ohio natural gas distribution company Columbia. IGS is a Competitive Retail Natural Gas Service (“CRNGS”) provider as certified by the PUCO pursuant to R.C. 4929.20 and Ohio Adm. Code 4901:1-29.

7. Nisource Corporate Services Company (“Nisource”) is a Delaware Corporation with offices located at 200 Civic Center Drive in Columbus Ohio. Nisource is the parent company of Columbia Gas of Ohio, Inc. and currently is not affiliated with IGS.

8. Columbia Gas of Ohio, Inc. (“Columbia”) is an Ohio corporation with offices located at 200 Civic Center Drive in Columbus, Ohio. Columbia is a “natural gas company” as that term is defined in R.C. 4905.03(A)(6) and is a public utility as that term is defined in R.C. 4905.02. Columbia is primarily a natural gas Local Distribution Company (“LDC”) and is Ohio’s largest LDC and provides distribution services throughout various counties in central, northeast, southeast, northwest and southwest Ohio. Columbia is a subsidiary of Nisource and is not currently affiliated with IGS.

Jurisdiction

9. The PUCO has jurisdiction over this action pursuant to R.C. 4929.24 and 4905.26, among other law.

Background

10. Natural gas is the energy source most Ohioans use to heat their homes. Natural gas also is used extensively in the state as a source of energy and power by industrial and commercial businesses. Columbia is the LDC that has been provided a distribution monopoly, meaning it is the exclusive LDC to residential, commercial and industrial customers in its defined service territory located in central, northeast, southeast, northwest and southwest Ohio.

11. The Columbia Energy Choice Transportation Program is a program whereby residential, commercial and industrial customers can purchase the commodity of natural gas from an alternative CRNGS, such as IGS, and still have the gas distributed via the LDC's pipeline -- in this case Columbia -- as set forth in R.C. Chapter 4929.

12. IGS is a CRNGS provider as certified by the PUCO pursuant to R.C. 4929.20 and Ohio Adm. Code 4901:1-29. As such, IGS is required to comply with the rules and regulations as set forth in Ohio Adm. Code 4901:1-29, Minimum Standards for Competitive Retail Natural Gas Service.

13. Retail natural gas suppliers, such as IGS, often provide residential customers with mailings, postcards and other solicitation materials in order to provide residential customers information to encourage the customer to enter into a contract with the supplier.

14. The purpose and scope of Ohio Adm. Code 4901:1-29-02 is to provide customers with sufficient information to make informed decisions about competitive retail natural gas service, and to protect customers against deceptive, unfair, and unconscionable acts and practices in the marketing, solicitation, and sale of competitive retail natural gas service and in the administration of any contract for that service.

15. On or about August 10, 2010, IGS allegedly entered into a three-year Licensing Agreement with Nisource² which provided IGS with the ability to use the Columbia Retail Energy trade name and Columbia logo in its marketing and solicitation efforts in Energy Choice Programs, including the Columbia Energy Choice Program.

16. On June 21, 2010, IGS filed a Renewal Application for its Ohio Competitive Retail Natural Gas Marketer Certificate with the PUCO.

17. On August 6, 2010, IGS filed Notice of Material Change with the PUCO, which indicated that IGS would like to do business under the trade name “Columbia Retail Energy” and use the Columbia logo.

18. On August 10, 2010, the PUCO issued Certificate No. 02-002G(5). Certificate No. 02-002G(5) did not mention that IGS was authorized to do business under the trade name “Columbia Retail Energy” or to use the Columbia logo.

19. On August 12, 2010, IGS filed a Revised First Page of its Renewal Application.

20. The PUCO has not issued a Competitive Retail Natural Gas Marketer Certificate or Revised Certificate that includes IGS’ right to use the trade name “Columbia Retail Energy” or to use the Columbia logo.

² “Gas Supplier IGS to use ‘Columbia’ name,” by Dan Gearino, Columbus Dispatch (Wednesday, August 11, 2010) at <http://www.dispatch.com> (See Attachment 1).

21. On or about, September 17, 2002, IGS began solicitation efforts using the trade name "Columbia Retail Energy" and using the Columbia logo.³

22. On or about September 20, 2010, IGS distributed a solicitation⁴ letter (Attachment 3) to current Columbia residential customers. The envelope of the solicitation (Attachment 4) showed a return address of "Columbia Retail Energy." There is no disclaimer on the envelope that explains that Columbia Retail Energy is IGS and not Columbia -- the local distribution gas company.

23. The solicitation envelope was addressed to "Columbia Gas of Ohio Natural Gas Customer" and noted that it contained "Important Natural Gas Information." (See Attachment 4).

24. As part of the actual solicitation letter, IGS compares the Standard Service Offer ("SSO") variable monthly rate price to its current fixed rate offer. IGS also states that "had the SSO pricing structure been in place over the last five years, the average price would have been \$0.88 which is 17% higher than this Columbia Retail Energy fixed rate plan." (See Attachment 3).

25. The solicitation letter states that "Columbia Retail Energy is based in Ohio and is certified by the Public Utilities Commission of Ohio (PUCO)." (See Attachment 3).

26. The solicitation letter contains a disclaimer stating that "Columbia Retail Energy is not an affiliate of Nisource or Columbia Gas of Ohio." However, the disclaimer is in a smaller font than the majority of the text in the letter. (See Attachment 3)

³ <http://www.columbiaretailenergy.com>. (See Attachment 2). This Attachment was also attached to the Retail Energy Supply Association's Reply to IGS's Memorandum Contra RESA's Motion to Intervene, Request for Rulemaking and Preliminary Comments, which was docketed with the PUCO on September 17, 2010.

⁴ Solicitation as defined by Ohio Admin. Code 4901:1-20-01(CC).

27. As a result of the IGS solicitation, many COH customers were confused about the status of their natural gas service, as is evidenced by the calls received by the OCC call center (See Attachment 5), regarding their natural gas service, in addition to numerous news reports of customer confusion (See Attachment 6).⁵

28. In addition to the IGS use of the Columbia trade name and Columbia logo, an actual Nisource subsidiary and Columbia affiliate -- Columbia Retail Services -- is also currently using the Columbia trade name and Columbia logo as part of its marketing efforts to sell inside gas line protection. (See Attachment 7). Thus at virtually the same time, Columbia consumers are forced to differentiate between mailings from Columbia Gas, the utility company; Columbia Retail Services, the affiliate inside line protection company; and Columbia Retail Energy, the non-affiliate who is IGS. Making this task almost impossible is the fact that all three companies use the same name -- Columbia -- and the same logo. Columbia Gas customers are forced to open letters from Columbia Retail Services -- the affiliate -- and Columbia Retail Energy -- IGS the non-affiliate -- in order to determine if the envelope contains a bill or important safety information from their gas company, only to learn that they have been fooled into opening just another piece of junk mail. The similarity between the three company names causes consumer confusion.

29. Although IGS is apparently authorized to use the Columbia trade name and Columbia logo in the Dominion East Ohio Gas Company ("Dominion") Choice

⁵ "Gas supplier's use of name might face challenge," by Dan Gearino, Columbus Dispatch (Friday, September 24, 2010) at <http://www.dispatch.com>, "Mayor concerned with gas suppliers," by Melissa Raines, Mount Vernon News (September 25, 2010) at <http://mountvernonnews.com> (See Attachment 6)

Program, IGS is not using the Columbia trade name and Columbia logo in the Dominion Choice Program. (See Attachment 8).

30. On March 28, 2008, the Manchester Group, LLC ("Manchester") filed a Complaint against Columbia Gas of Ohio, Inc. alleging that Columbia was providing affiliate companies with access to the Columbia billing system that was not available to non-affiliates such as Manchester.⁶ This case survived a Columbia Motion to Dismiss, when the PUCO found that there were reasonable grounds for the Complaint.⁷ The Case remained open for over two years with numerous extensions of the procedural schedule.⁸

On July 29, 2010, within a week of Manchester filing to withdraw its Complaint, Manchester's affiliate IGS filed a Notice of Material Change informing the PUCO that IGS had entered into a Licensing Agreement with Columbia's parent company -- Nisource Corporate Service Company -- which included IGS using the Columbia Gas trade name and logo in the Columbia Gas service territory under the name Columbia Retail Energy.

31. The concerns over IGS obtaining a competitive advantage over non-affiliated Marketers or Marketers who lack a similar licensing agreement are heightened as a result of the history between another Nisource affiliate -- Columbia Gas Transmission Corporation ("TCO") -- and IGS. In an enforcement action, the Federal Energy Regulatory Commission ("FERC") Enforcement Division of the Office of Market Oversight and Investigation investigated a situation in which a TCO employee provided

⁶ *Manchester Group v. Columbia Gas of Ohio, Inc.*, Case No. 08-360-GA-CSS, Manchester Complaint (March 28, 2008) at 3-6 ("Manchester Case").

⁷ *Manchester Case*, Entry (June 3, 2009) at 3.

⁸ *Manchester Case*, Entry (June 17, 2009), Entry (November 28, 2009), Entry (December 18, 2009), Entry (January 14, 2010), Entry (March 12, 2010).

non-public information to the president of IGS on over 33 occasions, from June 2002 to October 2003.⁹ As a result of a Stipulation and Consent Agreement, TCO agreed to pay a civil penalty of \$2,500,000.

Although IGS did not pay any civil penalty in the FERC case, IGS did receive non-public information not available to other Marketers. The Licensing Agreement between Nisource and IGS, which is at issue in this case, provides IGS with opportunities to capitalize on the relationship created by the Licensing Agreement which would give IGS a competitive advantage over other Marketers.

FIRST CLAIM

Violation of Ohio Rev. Code 4929.20(A),¹⁰ Ohio Admin. Code 4901:1-27(I)(7),¹¹ and 4901:1-27-03(A).¹²

⁹ *Columbia Gas Transmission Corp.*, Docket No. IN04-2-000, Order Approving Stipulation and Consent Agreements (August 2, 2004) at Columbia Stipulation and Consent Agreement.

¹⁰ 4920.20(A): No governmental aggregator as defined in division (K)(1) of section 4929.01 of the Revised Code or no retail natural gas supplier shall provide a competitive retail natural gas service on or after thirteen months following the effective date of this section to a consumer in this state without first being certified by the public utilities commission regarding its managerial, technical, and financial capability to provide that service and providing reasonable financial assurances sufficient to protect customers and natural gas companies from default. In addition, a retail natural gas supplier may be required to provide a performance bond sufficient to protect customers and natural gas companies from default. Certification shall be granted pursuant to procedures and standards the commission shall prescribe in accordance with rules adopted under section 4929.10 of the Revised Code. However, certification or certification renewal shall be deemed approved thirty days after the filing of an application with the commission unless the commission suspends that approval for good cause shown. In the case of such a suspension, the commission shall act to approve or deny certification or certification renewal to the applicant not later than ninety days after the date of the suspension.

¹¹ 4901:1-27-12(I)(7): (I) Reasons that the commission may suspend, rescind, or conditionally rescind a retail natural gas supplier's or governmental aggregator's certificate include, but are not limited to (7) A finding by the commission that a retail natural gas supplier or governmental aggregator has violated any applicable commission rule or order adopted pursuant to Chapter 4929. of the Revised Code.

¹² 4901:1-27-03(A): On or after July 26, 2002, no retail natural gas suppliers or governmental aggregators shall offer, contract for, or supply competitive retail natural gas service in this state without a valid certificate.

32. Complainant incorporates by reference the above paragraphs 1-31 as if fully set forth herein.

33. IGS has engaged in actions that are unfair, misleading, deceptive, or unconscionable acts or practices because the PUCO has not issued a Competitive Retail Natural Gas Marketer Certificate that permits IGS to use the trade name "Columbia Retail Energy" or to use the Columbia logo, IGS' use of the trade name "Columbia Retail Energy" or to use the Columbia logo on the IGS website.

SECOND CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A),¹³ 4901:1-29-05(C)(8)(f),¹⁴ 4901:1-27-12(I)(9),¹⁵ 4901:1-27-12(I)(11).¹⁶

34. Complainant incorporates by reference the above paragraphs 1-33 as if fully set forth herein.

35. The IGS solicitation letter (Attachment 3) uses the Columbia Retail Energy trade name and Columbia logo as its return address, yet there is no disclaimer

¹³ 4901:1-29-03(A)(1): Retail natural gas suppliers and governmental aggregators shall not engage in unfair, misleading, deceptive, or unconscionable acts or practices related to, without limitation, the following activities:(1) Marketing, solicitation, or sale of a competitive retail natural gas service.

¹⁴ 4901:1-29-05(C): No retail natural gas supplier or governmental aggregator may engage in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a competitive retail natural gas service. Such unfair, misleading, deceptive or unconscionable acts or practices includes, but are not limited to, the following: (8) Advertising or marketing offers that: (f) Fail to fully disclose, in an appropriate and conspicuous type-size, an affiliate relationship on advertising nor marketing offers that use the affiliated natural gas company name and logo.

¹⁵ 4901:1-27-12(I) Reasons that the commission may suspend, rescind, or conditionally rescind a retail natural gas supplier's or governmental aggregator's certificate include, but are not limited to: (9) A finding by the commission that a retail natural gas supplier or governmental aggregator has engaged in an anticompetitive act.

¹⁶ 4901:1-27-12(I)(11): (I) A finding by the commission that a retail natural gas supplier or governmental aggregator has failed to comply with state laws or rules designed to protect consumers in this state, or has otherwise engaged in any fraudulent, misleading or unfair practice.

anywhere on the envelope, which would explain to customers that Columbia Retail Energy is actually IGS and not Columbia Gas of Ohio, Inc., the gas company, and is not an affiliate of the gas company, and thus constitutes unfair, misleading, deceptive, or unconscionable acts or practices related to marketing, solicitation, or sale of a competitive retail natural gas service.

36. This initial confusion between IGS the gas marketer and Columbia Gas of Ohio, Inc. the gas company, is compounded by the fact that the envelope is addressed to Columbia Gas of Ohio Natural Gas Customer. The use of the Columbia Gas of Ohio name in the address causes even more confusion due to its similarity and close proximity (less than one inch away) with the Columbia Retail Energy return address, thus constituting unfair, misleading, deceptive, or unconscionable acts or practices related to marketing, solicitation, or sale of a competitive retail natural gas service.

THIRD CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1), 4901:1-29-05(C)(8)(f).

37. Complainant incorporates by reference the above paragraphs 1-36 as if fully set forth herein.

38. Although IGS did include a disclaimer stating that “Columbia Retail Energy is not an affiliate of Nisource or Columbia Gas of Ohio,” the use of the Columbia trade name and Columbia logo even with this disclaimer is unfair, misleading, deceptive, or an unconscionable act or practice because the font size of the disclaimer is smaller than any other font in the letter.

FOURTH CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1).

39. Complainant incorporates by reference the above paragraphs 1-38 as if fully set forth herein.

40. The IGS solicitation letter (Attachment 3) is confusing to customers and may cause customers unnecessary anxiety because it claims that it contains "Important Natural Gas Information." This claim by IGS is unfair, misleading, deceptive, or an unconscionable act or practice because when this warning is taken in the context of the address to Columbia Gas of Ohio Natural Gas Customers, and the Columbia Retail Energy return address, customers may unwittingly open the letter with the mistaken belief that the letter contains information that may be of importance such as safety matters. In light of current news stories regarding the natural gas explosion in California (See Attachment 9) and the possibility that Columbia Gas of Ohio is dealing with a situation involving defective pipe for up to 17,600 customers (See Attachment 10), such safety-related concerns are heightened.

FIFTH CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1)1, Ohio Adm. Code 4901:1-27(I)(7), and 4901:1-27-03(A).

41. Complainant incorporates by reference the above paragraphs 1-40 as if fully set forth herein.

42. The IGS solicitation letter (Attachment 3) claims that Columbia Retail Energy is "based in Ohio and is certified by the Public Utilities Commission of Ohio (PUCO)." This claim is unfair, misleading, deceptive, or an unconscionable act or

practice because the materials contained in PUCO docket case in Case No. 02-1683-GA-CRS do not state that IGS has a Competitive Retail Natural Gas Marketer Certificate issued by the PUCO to engage in marketing activities using the Columbia Retail Energy trade name and Columbia logo.

SIXTH CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1).

43. Complainant incorporates by reference the above paragraphs 1-42 as if fully set forth herein.

44. The IGS solicitation letter (Attachment 3) claims that, “had the SSO pricing structure been in place over the last five years, the average price would have been \$0.88 which is 17% higher than this Columbia Retail Energy fixed rate plan. This claim is unfair, misleading, deceptive, or an unconscionable act or practice because it compares the actual IGS fixed rate offer to an SSO rate which is by definition a variable monthly rate.

SEVENTH CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1).

45. Complainant incorporates by reference the above paragraphs 1-44 as if fully set forth herein.

46. The IGS solicitation letter (Attachment 3) claims that “had the SSO pricing structure been in place over the last five years, the average price would have been \$0.88 which is 17% higher than this Columbia Retail energy fixed rate plan. This claim is unfair, misleading, deceptive, or an unconscionable act or practice because the IGS fixed rate offer is based on recent natural gas futures rates plus IGS’ markups, which is

considerably lower than the New York Mercantile Exchange ("NYMEX") futures rates during the past five year period (See Attachment 11), because natural gas prices are at five year low prices (see Attachment 13). Thus, customers are misled into believing that the IGS fixed rate offer is superior to the SSO, when in fact the NYMEX Natural Gas futures strip rates over the next 12 months, \$4.2888 as of October 30, 2010 (see Attachment 12),¹⁷ plus the Columbia auction RPA of \$1.93,¹⁸ produces an SSO price of \$6.1975 per Mcf or \$0.62188 per Ccf, a price which is 17% lower than IGS's fixed price of \$0.75.

The IGS solicitation letter (Attachment 3) claims that "had the SSO pricing structure been in place over the last five years, the average price would have been \$0.88 which is 17% higher than this IGS fixed rate plan. This claim is unfair, misleading, deceptive, or an unconscionable act or practice because any price comparison of historic rates to today's rates or future rates includes some historic high prices from the past compared to some historic low rates today."¹⁹ Any lower rate today is due in large part to the current record low market prices and not necessarily any action on the part IGS. IGS is essentially, misleading customers into believing that the low rates today are largely tied to IGS' actions or expertise.

Moreover, at the same time that IGS is touting its fixed rate offer as being superior to the monthly variable SSO rate, IGS is reporting in its Weekly Natural Gas

¹⁷ See Natural Gas Prices and News, www.metalprices.com.

¹⁸ *In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services*, Case No. 08-1344-GA-EXM, Finding and Order (February 24, 2010).

¹⁹ Natural Gas Weekly Updates, US Energy Information Administration, <http://www.EIA.gov> (Attachment 14), See also Attachment 13.

Market update (see Attachment 15) that states:

The clear cut take away from the graph is that January 2011 is approaching \$4 and has now dropped 50% in under two years. Slightly less obvious, but still very important, is the movement lower in the 2012 and 2013 months. While all three contracts began 2009 around \$8 per MMBtu, January 2012 is now trading below \$5.50 and January 2013 is just north of \$5.50. The fact that these two months have dropped despite not being the prompt winter, the winter nearest to now, shows just how weak natural gas prices have been over the past two years.²⁰

Thus based on its own update, IGS was aware that natural gas prices are dropping, while touting the advantage of its fixed price over the monthly variable Columbia Gas SSO rate.

EIGHTH CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1).

47. Complainant incorporates by reference the above paragraphs 1-46 as if fully set forth herein.

48. As part of its overall marketing efforts, IGS has set up a Columbia Retail Energy web site. That web site urges customers to “take control of your energy costs” and to have “confidence” in IGS “because “Columbia Retail Energy is continuously seeking ways to **deliver** energy more efficiently and make life easier for our customers.”²¹ This claim is unfair, misleading, deceptive, or an unconscionable act or practice because as a natural gas supplier IGS takes absolutely no role in the delivery of natural gas to Ohio customers. Rather, the delivery of natural gas is a function that lies exclusively with LDCs such as Columbia. By implying that Columbia Retail Energy has

²⁰ IGS Energy, Your Natural Gas Choice, Weekly Natural Gas Market Update, (Wednesday, September 29, 2010) at 3. IGSenergy.com. (See Attachment 15)

²¹ Emphasis added. See Attachment 2.

a role in the delivery of energy, the claim causes customers to confuse IGS with Columbia – the gas Company.

NINTH CLAIM

Violation of Ohio Adm. Code 4901:1-29-03(A)(1).

49. Complainant incorporates by reference the above paragraphs 1-48 as if fully set forth herein.

50. IGS has engaged in activities that are misleading, deceptive, or unconscionable acts or practices because consumers are unable to differentiate between mail they receive from Columbia -- the gas company -- and Columbia Retail Services -- the Columbia affiliate -- and Columbia Retail Energy --the non-affiliate. The use of the similar name and same logo makes it very difficult for consumers to understand the technical differences between the three companies and what they represent. This confusion is even more alarming because IGS alludes to “Important Natural Gas information” which in reality, is nothing more than just another commercial.

TENTH CLAIM

Violation of Ohio Adm. Code 4901:1-27-12(I)(9),²² 4901:1-29-02(A)(d).²³

51. Complainant incorporates by reference the above paragraphs 1-50 as if fully set forth herein.

²² (I) Reasons that the commission may suspend, rescind, or conditionally rescind a retail natural gas supplier's or governmental aggregator's certificate include, but are not limited to: (9) A finding by the commission that a retail natural gas supplier or governmental aggregator has engaged in an anticompetitive act.

²³ d) Promote nondiscriminatory access to competitive retail natural gas services, ensure timely enrollment with retail natural gas suppliers and governmental aggregators, maintain natural gas service, and timely and correctly switch retail natural gas suppliers and governmental aggregators.

52. IGS has engaged in anticompetitive action by signing a Licensing Agreement with Nisource that enables IGS to use the Columbia trade name and Columbia logo, because the similar name and same logo will cause consumers to confuse IGS with Columbia Gas, and consumers may sign up for service thinking that they were dealing with the gas utility or its affiliate, when in fact they are not. Moreover, IGS' use of the Columbia trade name and Columbia logo do not promote nondiscriminatory access to competitive retail natural gas service because consumer confusion will benefit IGS because IGS is the only CRNGS in the Columbia service territory using the Columbia trade name and Columbia logo.

ELEVENTH CLAIM

Violation of Ohio Adm. Code 4901:1-27-12(I)(9), 4901:1-29-02(A)(d).

53. Complainant incorporates by reference the above paragraphs 1-52 as if fully set forth herein.

54. IGS has engaged in anticompetitive action by signing a Licensing Agreement with Nisource that enables IGS to use the Columbia trade name and Columbia logo, because Columbia now has a financial incentive that may cause it to favor IGS over other CRNGS during discussions aimed at a possible transition of Columbia from a wholesale Standard Service Offer to a retail Standard Contract Offer.

TWELFTH CLAIM

Violation of Ohio Adm. Code 4901:1-27-12(I)(9), 4901:1-29-02(A)(d).

55. Complainant incorporates by reference the above paragraphs 1-54 as if fully set forth herein.

56. IGS not using the Columbia trade name and Columbia logo in the Dominion Choice Program indicates that IGS recognizes that the Columbia trade name and Columbia logo only have value when used in a Columbia service territory where consumers have a prior knowledge and history with the Columbia trade name and Columbia logo, thus causing consumers to be misled or deceived into believing that IGS is Columbia the gas company, or is affiliated with Columbia the gas company.

WHEREFORE, Complainants asks the Commission for the following relief:

1. An Order requiring IGS to immediately cease and desist from using the Columbia retail Energy trade name and Columbia logo in any marketing or solicitation-related materials in Ohio until there has been a final determination as to whether IGS' use of the Columbia trade name and Columbia logo constitutes unfair, misleading, deceptive, or an unconscionable acts or practices.
2. An Order requiring IGS to identify all residential customers who signed up for Choice service in the time since IGS began using the Columbia retail Energy trade name and Columbia logo. The Order should afford these customers the opportunity to rescind their contract and return to the Columbia Gas of Ohio, Inc. Standard Service Offer, and any applicable cancellation fees should be waived.
3. An Order assessing a forfeiture of not more than ten thousand dollars per day for each violation or failure (with each day a separate offense) pursuant to R.C. 4905.54, et seq.

4. An Order conditionally rescinding IGS' certificate contingent on IGS not committing further similar violations in the future. The Order should specify that IGS may continue to participate in the Columbia Energy Choice Transportation Program, under the condition that its Certificate would be rescinded in the event that IGS was to commit additional similar violations in the future;
5. An Order finding that IGS is in violation of R.C 4929.20(A), and Ohio Adm. Code 4901:1-27(I)(7), 4901:1-27-03(A), 4901:1-27-12(I)(9), 4901:1-27-12(I)(11), 4901:1-29-03(A), 4901:1-29-03(A) (1), and 4901:1-29-05(C)(8)(f).
6. Such other relief to which the Commission determines the Complainants are entitled.

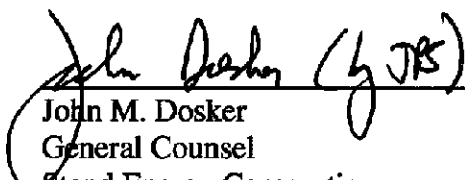
Respectfully submitted,

JANINE L. MIGDEN-OSTRANDER
OHIO CONSUMERS' COUNSEL



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing *Complaint* was provided to the persons listed below via first class U.S. Mail, postage prepaid, this 21st day of October, 2010.


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ATTACHMENT 1

The Columbus Dispatch

Gas supplier IGS to use 'Columbia' name

Wednesday, August 11, 2010 02:53 AM

BY DAN GEARINO

THE COLUMBUS DISPATCH

Two separate companies soon will be using the 'Columbia' brand name and logo to provide natural gas to Ohio customers.

IGS Energy of Dublin, an unregulated gas supplier, has purchased a three-year license to use the 'Columbia' name from NiSource, parent company of Columbia Gas of Ohio.

IGS Energy will use the name "Columbia Retail Energy" to market its gas contracts.

Financial terms were not disclosed.

The state's consumer advocate is raising an eyebrow, worried that the similar names will be confusing

"When you're using the Columbia name, you have to wonder if people will know the difference between the utility and the marketer," said Marty Berkowitz, a spokesman for the Office of the Ohio Consumers' Counsel.

Columbia Gas of Ohio will continue to sell gas and handle gas distribution. The company's territory covers 1.4 million residential households.

NiSource decided to license the name because it was pleased with IGS' track record, and it was confident that customers would understand the difference between the two companies, said Karl Brack, a spokesman at NiSource's Indiana headquarters.

Doug Austin, IGS vice president, indicated his company plans to be clear with its customers.

"Columbia Retail Energy is not the utility and is not an affiliate, and all marketing to customers will clearly communicate this," he said.

His company will continue to use the IGS name along with the Columbia Retail name.

IGS' arrangement is a new twist in Ohio's deregulated gas system. For more than a decade, customers have had the choice to buy gas from the regulated utility or from a slate of unregulated providers, known as gas marketers. Marketers sell a variety of rate plans, including fixed-rate contracts, while the utilities' rates change each month.

IGS, which employs 200 and recently moved to a new headquarters in Dublin, is the largest marketer in Ohio.

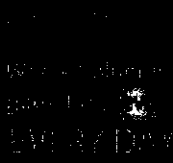
Beginning in the 1990s, Columbia Gas had a marketing company known as Columbia Energy Services. The business was sold and renamed in 2001, and it is not actively seeking new customers.

Some Ohio utilities, including Dominion East and Vectren, have marketers with similar names under the same corporate umbrella. Last year, Dominion paid a \$50,000 fine after complaints that its marketing arm was using misleading practices to attract customers from its utility arm.

The Consumers' Counsel will monitor this new Columbia situation for similar problems, Berkowitz said.

"We're going to oppose anything that creates undue confusion for customers," he said.

dgearino@dispatch.com

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ATTACHMENT 2

Columbia Retail Energy

Columbia Retail Energy is not an affiliate of NISource or the utility

Energy Conservation Tips | Promo Code:

Enroll Now

About Us

How It Works

FAQ

Contact Us



Take Control of Your Energy Costs

Start Here ►

Stability

We are the largest residential retail supplier of natural gas in the country. More residential customers have chosen us than any other supplier.

Confidence

Columbia Retail Energy is continuously seeking ways to deliver energy more efficiently and make life easier for our customers. We are committed to providing the best possible value and we will prove it to you each and every day.

Have a Promo Code?

If you received a mailer with a promo code, you can enter it below.

The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NISource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc. is not an affiliate of NISource Corporate Services Company or the utility.

© 2010 Columbia Retail Energy

Terms of Use Privacy Policy

ATTACHMENT 3



*Columbia Retail Energy is not an affiliate
of NISource or Columbia Gas of Ohio.*

Dear

Columbia Retail Energy is pleased to offer you the stability of a fixed-rate plan for your natural gas.

Columbia Retail Energy is currently offering a low fixed rate of 75¢ per CCF through your September 2011 billing cycle.

What are the benefits of a fixed rate?

With a Columbia Retail Energy fixed-rate plan, you get the peace of mind knowing that your rate is guaranteed and will not change through your September 2011 billing cycle. This low fixed rate will protect you if market prices increase.

Prices may be low but what happens if natural gas prices decrease even further?

Besides being protected from price increases, you may benefit from even lower prices because with Columbia Retail Energy you have the ability to switch to any of our other fixed-rate products at any time during the initial term ending September 2011. Simply contact us to enroll in another fixed-rate plan and we will waive your early termination fee.

What if you do not lock in a fixed rate?

Effective April 2010, your utility changed to a market-based monthly variable rate called the Standard Service Offer (SSO). The SSO price is based on the monthly NYMEX price of gas plus an additional 19.3¢ per CCF.

What is the difference between your utility's variable rate and this fixed rate offer?

Your utility's SSO rate is a variable rate that changes monthly and may be higher or lower than 75¢. In addition, had the SSO pricing structure been in place over the last five years, the average price would have been 88¢ which is 17% higher than this Columbia Retail Energy fixed-rate plan.

Columbia Retail Energy is based in Ohio and is certified by the Public Utilities Commission of Ohio (PUCO).¹ It's easy to enroll, and your service will not change.

This offer is available for a limited time only. Please enroll no later than Friday, October 22, 2010.

Choose one of three easy ways to enroll:



Phone: Call Columbia Retail Energy toll-free at **888-493-6790** Monday – Friday, 8am to 8pm, and Saturday 9am to 3pm (ET).



Mail: Complete the enclosed enrollment card and return it in the postage-paid envelope.



Internet: Go to **ColumbiaRetailEnergy.com** and enter the Promo Code below.

Due to high interest in our recent offers, we are experiencing high call volumes. For your convenience, we recommend you use our Mail and Internet enrollment options.

You will need your Columbia Gas of Ohio account number at the time you enroll. You can find your account number on your gas bill. You will also need the Columbia Retail Energy Promo Code that appears below.

Columbia Retail Energy Promo Code: NFA11B086690

¹The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NISource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc., is not an affiliate of NISource Corporate Services Company or Columbia Gas of Ohio.

My Natural Gas Supply Contract with Columbia Retail EnergySM (Interstate Gas Supply, Inc.)
Form FCOH-CRE-75-0911LR

Keep for your records

Term: The term of this program will begin with the first billing cycle my enrollment or rate change is confirmed with Columbia Gas of Ohio ("COH") and will continue through the September 2011 billing cycle ("Primary Term") and automatically continue year-to-year thereafter (October through the following September billing cycles each "Secondary Term") until canceled by notice as provided by this Agreement. Interstate Gas Supply, Inc. (doing business as "Columbia Retail EnergySM") will supply the commodity portion of my natural gas. COH will continue to be my Natural Gas Distribution Company ("NGDC"). Within 3 business days of enrollment, Columbia Retail Energy will notify the NGDC to transfer gas service to me. Due to the volatility of the gas market, Columbia Retail Energy reserves the right to discontinue this contract any time before enrollment. If I am currently a Columbia Retail Energy customer, Columbia Retail Energy reserves the right to not accept or rescind this enrollment or to require me to pay the applicable cancellation fee for my existing program to be on this program. **The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NiSource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc., is not an affiliate of NiSource Corporate Services Company or Columbia Gas of Ohio.**

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

Price: Starting with my first billing cycle on this contract through my September 2011 billing cycle, my price will be \$0.75 per CCF each billing cycle. Thereafter my price will be as detailed below. I am responsible for and my price does not include applicable taxes and/or NGDC charges, which will be billed by the NGDC.

Renewal Term and Price: For each Secondary Term this Agreement will automatically renew on a year to year basis, unless Columbia Retail Energy provides me with notice of a term (which could include month to month). Columbia Retail Energy will send me notice of my renewal at least 45 but not more than 90 days prior to the end of my Primary Term. Columbia Retail Energy reserves the right to make changes to the terms of this Agreement, including price and pricing methodology and term for any Secondary Term(s). Such notice will be at least 45 but not more than 90 days prior to the automatic renewal of this agreement. If I do not cancel the Agreement at that time, this Agreement will continue at my new notice and terms for the Secondary Term. Columbia Retail Energy reserves the right to lower my price at any time for any month or months and thereafter return my price to the last notice without providing me with notice of either.

Rescission Period: If I am a new customer to Columbia Retail Energy this Agreement may be rescinded by me with no cancellation fee by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"). If I am an existing customer, I will not receive a confirmation notice from the NGDC but, in the event I decide to rescind enrollment in this Agreement during the Rescission Period, I will be returned to my Agreement with Columbia Retail Energy without penalty under this Agreement.

Cancellation: During the periods described in Rescission Period above, there is no cancellation fee to end this Agreement. Further, either party can cancel this Agreement at the end of the Primary or any Secondary Term, to be effective at the end of such term with no cancellation fee, by providing notice to the other not less than 30 days prior to term end, or as provided in the renewal notice. At all other times, this Agreement may be cancelled by either party by providing notice of cancellation to the other and the payment of a cancellation fee. However, notwithstanding anything to the contrary in this agreement, if I enter into a new fixed price contract (this does not include governmental agreements, variable rate contracts or short term, less than 6 months monthly fixed price contracts) with Columbia Retail Energy any time after enrollment and before September 1, 2011, Columbia Retail Energy will waive my cancellation fee. Cancellation notices provided after the NGDC deadline may result in an additional month(s) of service beyond the contract term. The new price, which I agree to pay, as the effective date of all cancellations are subject to NGDC guidelines. 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 standard service offer rate. If Columbia Retail Energy raises my price for a Secondary Term and the term is 6 months or longer, the cancellation fee will be reduced to \$25.00 for that term.

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

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. If I have questions or concerns about pricing, I can contact the Columbia Retail Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. ET at 1-888-493-6794 or 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.ColumbiaRetailEnergy.com. Also, I can contact Columbia Retail Energy through choice@ColumbiaRetailEnergy.com. If my questions or concerns or complaint are not resolved after I have called Columbia Retail Energy, or for general utility information, residential business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickoc.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain Columbia Retail Energy's gas price plus applicable taxes and 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 terms and conditions. If I pay under the budget bill payment plan, I understand that this service will remain available. Columbia Retail Energy reserves the right to issue an invoice directly, such invoice would contain Columbia Retail Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If Columbia Retail 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 Columbia Retail Energy invoices me directly for services provided, Columbia Retail 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 Columbia Retail Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request a charge, up to 24 months of my payment history for services rendered by Columbia Retail Energy. Other than for operation, maintenance, assignment and transfer of my account to Columbia Retail Energy is performing billing services, or for commercial collections, Columbia Retail 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 Columbia Retail Energy is performing billing services, Columbia Retail Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize Columbia Retail Energy to obtain my billing payment and usage history from the NGDC.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have service at my new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide Columbia Retail Energy with my name and meter number(s) for my new location and to transfer my contract to my new location. If requested by Columbia Retail Energy, I will also provide Columbia Retail Energy with my information. If Columbia Retail Energy does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from Columbia Retail Energy hereunder at my new location until such time as the NGDC accepts my enrollment with Columbia Retail 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 Columbia Retail Energy unless agreed to in writing by Columbia Retail Energy. Except as provided in this Agreement, if Columbia Retail 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 in the Columbia Gas of Ohio service territory. By entering into this Agreement, I represent and agree that the account(s) served by Columbia Retail Energy under this Agreement is (are) residential or small commercial account(s), in the COH service territory and I am not an existing Columbia Retail Energy customer. Columbia Retail Energy reserves the exclusive right, at any time, to not enroll or to terminate service to customer locations that do not meet the preceding criteria, including those that consume more than 20,000 CCF per year and return the customer to the NGDC (or previous Columbia Retail Energy service, whichever is applicable) with no penalty to Columbia Retail Energy. This limitation applies to related accounts that individually may not exceed the limit, but collectively may. Further participation in the program is subject to the rules of the NGDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the NGDC to correct the problem and be reinstated in the residential 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 Columbia Retail Energy have any liability for any early termination or for any months that I was unable to participate in the program. Columbia Retail Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operational maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does Columbia Retail 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 (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 "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 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 choice of law provisions.

ATTACHMENT 4



PSRT STD
US POSTAGE PAID
Lancaster, OH
PERMIT 376

Columbia Gas of Ohio Natural Gas Customer
Important Natural Gas Information

*****ECRWSS**R-007

84511 ** 1332 ** 209

OR CURRENT RESIDENT

ATTACHMENT 5

No.	Date	Contact		City	Consumer Issues
		ID No.			
1	09/27/10	150279199		Martins Ferry	The consumer calling pertaining to letter she received by Columbia Retail Energy. Customer had the following questions; 1) Is Columbia Retail Energy an affiliate of Columbia Gas? 2) What is the rate of Columbia Gas? 3) How do I find their (COH) rate on my bill?
2	09/27/10	150279231		Canal Winchester	Customer calling on behalf of her father. Father has been with IGS for years he is now up for renewal and the name of company has changed. The investigator let customer know the PUCO has approved them to do business in the state of Ohio. I let her know we are looking into the name change. Customer then wanted to know to go to COH or go with renewal. I let her know I would not be able to recommend one company over another. I suggested she work through our worksheet and this my assist her in making choice. I let her know we are not able to promise a savings with any companies.
3	09/28/10	150279288		Not noted	The customer contacted the Office of the Ohio Consumers' Counsel regarding a gas marketer solicitation he received in the mail. He stated that he received a mailing from Columbia Retail Energy and initially believed it to be from Columbia Gas. Upon further inspection, the complainant noticed the disclaimer and became outraged. The customer stated that this was merely an attempt to get natural gas consumers to pay more than they should have to pay (i.e., he believes that marketer rates are generally higher than the Columbia Gas rates.) Further, the complainant does not believe that Interstate Gas Supply (IGS) should be able to use the Columbia name and logo owing to the fact that the use of the name will cause confusion among Columbia Gas' customers (i.e., people will sign up for service with Columbia Retail while they believe they are engaging in business with Columbia Gas.)

No.	Date	Contact ID No.	City	Consumer Issues
4	09/29/10	150279346	North Royalton	The customer called the Ohio Consumers' Counsel because she received a sales solicitation from Columbia Retail Energy that stated the truth but is misleading because it is not comparing equal elements. For instance: the solicitation stated that had COH's SSO rate been in place in the last 5 years the average price would have been \$.88 which is 17% higher than Columbia Retail Energy's current rate or "this rate" which is \$.75 per ccf, however, it seems as though if you were to compare IGS's rate over the past 5 years it would be determined that COH's SSO would be lower than IGS's rate over the past 5 years. IGS's fixed rates over the past 4 years were as follows: \$1.35, \$1.17, \$1.19, \$.79 & \$.97 which averages to be \$1.10 which is higher than the solicitation's example of \$.88. She is concerned that while the solicitation may be true, the words are twisted and do not offer a fair comparison and customers, especially senior customers may be misled. Further, the name alone is misleading as customers relate to Columbia Gas as a reliable name and that their gas company is just looking out for customers' best interest especially in a challenged e
5	10/01/10	150279452	Columbus	The customer contacted the Office of the Ohio Consumers' Counsel regarding a natural gas supplier solicitation he received. The customer stated that he recently received correspondence from Columbia Retail Energy offering him the opportunity to enter into a fixed rate agreement. When the complainant first viewed the solicitation, he assumed that it was sent to him by his natural gas utility company, Columbia Gas. Upon further inspection, he discovered that the materials were not, in fact, sent by Columbia Gas, rather they were from a gas marketer. He finds this deceptive and potentially extremely confusing to the Columbia Gas customers to whom the materials were sent.
6	10/08/10	150279782	Sebring	Customer upset about IGS being allowed to use name of Columbia...says this is deceptive and prays on folks like her and her neighbor, who is 90 years old and already struggling to understand gas choice. Said they should not be allowed to use this name to market their service.

ATTACHMENT 6

The Columbus Dispatch

'COLUMBIA'

Gas supplier's use of name might face challenge

Friday, September 24, 2010 02:56 AM

BY DAN GEARINO

THE COLUMBUS DISPATCH

You may have received a pitch from Columbia Retail Energy in the mail this week. The name and logo are familiar, but this is the start of something new.

Despite the name, the company is not Columbia Gas of Ohio, the longtime natural-gas utility in the area, nor is it affiliated with it. Columbia Retail is operated by IGS Energy, based in Dublin, a gas marketer that operates under Ohio's "choice" program.

Regulators are considering legal challenges to the gas marketer's use of the name, filed by critics who argue the name will mislead customers.

But having two gas companies named "Columbia" is something that's fine with Columbia Gas of Ohio's parent company, Indiana-based NiSource.

NiSource has licensed the "Columbia" name and logo to IGS for an undisclosed sum, on the condition that IGS clearly states on its solicitations that it is not the utility.

The mailing already has raised concerns for some area consumers.

"It doesn't make sense to me," said Pat Mahoney, 82, of Norwich Township, who received a mail solicitation from Columbia Retail.

He wonders why Columbia Gas would allow this to happen and how many customers will buy gas services from Columbia Retail thinking they're dealing with the utility.

"In little fine print, they tell you it's not affiliated," he said.

Columbia Gas[®]
of Ohio
A NiSource Company

Columbia[®]
Retail
Energy

Business Stories

- Columbus-based apparel retailer has returned to prominence, thanks to its 'genius' CEO
- Real-estate agents anxious about safety
- Columbia: Gas supplier's use of name might face challenge

The Office of the Ohio Consumers' Counsel is asking regulators to intervene as soon as possible and hold the equivalent of a trial to decide whether IGS can use the Columbia Retail name. The request is pending before the Public Utilities Commission of Ohio and might not be resolved for weeks or even months.

A PUCO spokeswoman said that state law doesn't prevent IGS from using the Columbia Retail name for now.

IGS attorneys contend that they are on solid legal ground, saying in a brief filed this month that the Consumers' Counsel's arguments are "tenuous at best."

"There is certainly nothing inappropriate about customers wanting to buy a product with the Columbia name, nor is it inappropriate for IGS to leverage its strengths with the Columbia name," said Mark McHale, an IGS spokesman, in a statement.

Several competing gas suppliers have taken the Consumers' Counsel's side against IGS.

One of those companies, Border Energy, said in a brief that the new name is "confusing and misleading" and also "positions IGS unfairly in the competitive marketplace."

This week's mailing is the public debut for the Columbia Retail logo, which uses the same type style and the same red starburst dotting the letter "I" that's used by Columbia Gas of Ohio.

While the logo and name might lead to confusion, the mailing is loaded with disclaimers, starting at the top of the first page with this message: "Columbia Retail Energy is not an affiliate of NiSource or Columbia Gas of Ohio."

Karl Brack, a NiSource spokesman, defended the licensing deal.

"We believe this approach is consistent with commodity marketing approaches taken by other utilities and is in alignment with our commitment to provide consumers with more competitive energy choices," he said.

Columbia Gas and IGS are very different in the services they offer and the rules they must follow.

Columbia Gas is the region's rate-regulated utility, selling natural gas and transporting it in a system that is closely monitored by the state. The company's price changes each month, part of a state-supervised process.

IGS is an unregulated gas supplier, one of many that have sprouted up in Ohio since legislators deregulated the gas market beginning in 1990s.

These companies offer a variety of rate plans, including fixed-price contracts. In Columbia Gas' territory, 43percent of customers get their gas from an unregulated supplier, and the rest get it from the utility.

In the recent mailing, the first offer from Columbia Retail is a fixed price of 75cents per 100 cubic feet of gas for the next year.

Customers who lock in the price will be paying more than the utility's current price of 59 cents. But they will save money if the utility's price spikes this winter, when heating costs are highest. Whether that will

- Development group wants \$30 million
- Home sales stay lower since end of tax credit
- Macy's set to hire 65,000 holiday workers
- Stocks fall on worries about jobs, Europe
- Recall gives parents a tummy ache, too
- News briefs

happen is anyone's guess. The utility's current price is low because of the slow recovery from the economic downturn and abundant gas supplies, factors that could change.

A total of 10 companies are offering fixed-price contracts in central Ohio, according to the PUCO's "Apples to Apples" comparison chart.

Regardless of whether use of the Columbia Retail name is legal, Mahoney thinks it's wrong.

"The first thing you think is, 'What is Columbia Gas doing?'" he said.

dgearino@dispatch.com

Questions, answers

The following is a series of questions and answers enclosed in the new Columbia Retail Energy mail solicitation:

Are you my utility?

No. Columbia Retail Energy is a natural gas supplier. Because we are not your utility, we can provide your natural gas at fixed rates, something that your utility cannot do. However, if you enroll with Columbia Retail Energy, your utility will continue to deliver your gas, read your meter, and send you a monthly bill.

If I switch to Columbia Retail Energy, will my utility be upset?

No. Your utility offers a customer choice program specifically to give you the freedom to choose a natural gas supplier. Columbia Retail Energy is an approved supplier, certified by the Public Utilities Commission of Ohio (PUCO). (Columbia Retail Energy is a trademark licensed to Interstate Gas Supply and is not the utility).

If I choose Columbia Retail Energy, will I receive a separate bill?

No. Your bill will come directly from your utility, but your bill will now show that your natural gas is supplied by Columbia Retail Energy.

How does a fixed-rate plan benefit me?

By choosing a fixed rate with Columbia Retail Energy, you have the peace of mind knowing what your rate will be through September 2011. If natural gas prices increase during the term of your contract, you don't need to worry. Your rate of 75 per CCF is guaranteed through September 2011. And if prices decrease prior to the end of your initial term, you can switch to another available Columbia Retail Energy fixed rate plan.

Mount Vernon News

Mayor concerned with gas suppliers

By **Melissa Raines**

September 25, 2010 3:10 am EDT

MOUNT VERNON — Recent mailings received by Mount Vernon residents regarding the utility rates from, have created confusion, according to Mount Vernon Mayor Richard Mavis.

The mailings, which have the name Columbia Retail Energy listed in a motto which looks like a small disclosure under the company title which states the company is not in fact affiliated with the city.

Mavis said customers with the city, “will be riding a fairly flexible rate for the year. The rate is projected to be above the projected low sixties to mid-sixty cents. I think the confusing part is people could be confused by the name.”

At 11 a.m. today, on the steps of the Memorial Building, the annual POW/MIA vigil will be held. The ceremony, sponsored by the Knox County Veterans Service Office, will give a glimpse of letters written to loved ones in captivity. The letters are very emotional, Mavis said.

The Knox County Career Center ROTC Honor Guard will present the colors, and will perform a drill to all soldiers who never made it home from war.

***melissa.raines@mountvernonnews.com** (mailto:**melissa.raines@mountvernonnews.com**)*

For the full story, **click here for the September 25, 2010 e-edition** (**<http://mountvernonnews.com>**)

ATTACHMENT 7



P.O. Box 163155
Columbus, OH 43216-3155



T107 PL

IMPORTANT INFORMATION FOR COLUMBIA GAS CUSTOMERS

SUBJECT: Your responsibility for interior
gas line or electric line repairs at
1415 Inglis Av

**RESPONSE
REQUESTED:** September 16, 2010

CALL TOLL-FREE: 1-800-967-8034
Mention Notice Code MCZ7

Dear

As a Columbia Gas customer, you are receiving this letter to remind you of your responsibility for your home's interior natural gas pipes, gas fittings and electric lines. Many homeowners are unaware that they are responsible for the repairs should an interior gas line breakdown occur. Once the utility responds and makes your home safe, they are no longer accountable for the necessary repairs.

Why should you be concerned about repairs to inside gas or electric lines?

Most homes like yours have hundreds of feet of natural gas pipes leading to the heating system and appliances and thousands of feet of electrical wires. Over time, it is possible for one of these parts to break down from normal wear and tear- especially at the connectors, sockets, switches or circuit breaker.

What could happen if you did experience a problem?

If inside gas lines did break down, you could be left without natural gas for your heating system, water heater, kitchen stove, clothes dryer and more. An electrical breakdown could lead to a loss of power for lights, refrigeration or heat. Finding a qualified contractor to make urgent repairs can be difficult, and then paying for unexpected repairs can also be a problem for many homeowners. Just one repair could cost hundreds or even thousands of dollars.

What is an E.S.P. Inside Line Value Package service plan?

As a Columbia Gas customer, you can have an Extra Service Protection (E.S.P. SM) service plan for all of your inside gas line and electric line repairs. You will have peace of mind knowing you'll have just one toll-free number to call, and the repairs will be completed by licensed, trained and experienced pre-qualified contractors.

See other side for more information about our E.S.P. Inside Line Value package plan. You'll get up to \$2,000 in annual coverage for repairs to your inside gas lines, and another \$2,000 a year for inside electric line repairs - for only \$4.99 a month! Charges are added directly to your Columbia Gas bill.

OVER PLEASE »

What should you do if you detect the odor of natural gas inside your home?

If you smell gas inside your home, leave the house immediately and call Columbia Gas, using a phone located away from the location of the suspected leak, to report the problem. A Columbia Gas service technician will inspect the area, and if a leak is detected, the gas will be shut off so you can return safely and arrange for repairs.

Who is responsible for natural gas line repairs on your property?

If the gas leak occurred between the meter and the appliances inside your home, it is your responsibility as the homeowner to carry out the repairs. Only after the repairs have been made and the lines successfully tested, can the gas supply be turned back on. Remember, with your gas turned off, you could be left without heat, hot water, and the ability to cook until repairs have been completed so having a service plan is essential for immediate action.

What are the benefits of an E.S.P. Inside Line Value Package plan?

- **CONVENIENCE.** If you experience a problem, simply call our toll-free repair hotline.
- **RELIABLE SERVICE.** No more flipping through phone books, comparing quotes and checking referrals. We'll send an experienced technician who knows how to fix the problem—fast.
- **REPAIR COVERAGE.** There is no cost for covered parts or the labor to install them, up to \$2,000 annually for inside gas line repairs and \$2,000 for inside electric line repairs.

Are E.S.P. customers satisfied with the service?

Yes—We have been in the repair business for over 20 years and are backed by the resources of a *Fortune 500* company. Columbia Retail Services and its affiliates currently serve over 425,000 plans in four states.

How do I enroll in E.S.P. Inside Line Value Package plan?

Complete the enclosed form and return in the postage-paid envelope or call toll-free 1-866-987-8034. You may also visit www.esp-columbia.com. A charge of \$4.99 will be included every month on your Columbia Gas bill.

Sincerely,



Scott MacDonald, President,
Columbia Retail Services

P.S. Remember, with E.S.P. Inside Line Value Package plan you will be covered for repairs to the natural gas lines and electrical lines. For more information, see section 2.8 of the E.S.P. Customer Agreement.

ATTACHMENT 8

Prst STD
U.S. Postage Paid
Columbus, OH
Permit #1560

Dominion East Ohio Natural Gas Customer
Important Natural Gas Information



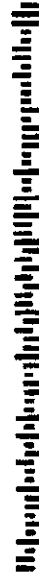
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 521 DUBLIN OH

POSTAGE WILL BE PAID BY ADDRESSEE

IGS ENERGY
PO BOX 9060
DUBLIN OH 43017-9929





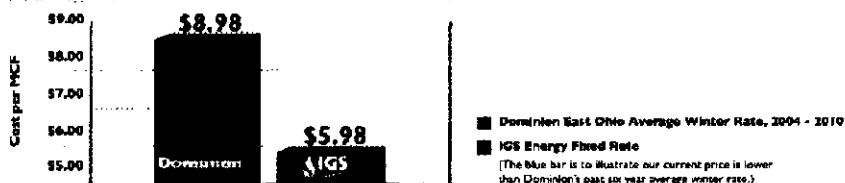
LOCK IN A LOW FIXED RATE THROUGH JUNE 2011!



Dear

Rising peak winter rates and volatile natural gas prices can significantly impact your heating bills. IGS Energy offers the opportunity to save money with a low fixed rate for your natural gas bill through June 2011. This is a great time to lock in a low fixed rate with IGS Energy. IGS Energy can help you lock in a low fixed rate now through the winter of 2010.

IGS Energy is currently offering a low fixed rate of \$5.98 per MCF through your June 2011 billing cycle! This is a low fixed rate offer. Fixed rate offers are a great option for customers who want to protect their budget from rising natural gas prices. The fixed rate offer is available for customers who are currently on a variable rate. The fixed rate offer is available for customers who are currently on a variable rate. The fixed rate offer is available for customers who are currently on a variable rate. The fixed rate offer is available for customers who are currently on a variable rate.



This IGS Energy fixed rate is guaranteed and will protect you from rising natural gas prices.

What happens if natural gas prices decrease?

Why IGS Energy?

IGS Energy is the nation's largest independent natural gas supplier. We have been recognized by the Financial Times as one of the top 100 companies in the world since 2002 and have been ranked 80th in the world by IGS Energy's natural gas supply. IGS Energy is a leading natural gas supplier in the world. IGS Energy is a leading natural gas supplier in the world. IGS Energy is a leading natural gas supplier in the world.

It's simple to enroll and you won't need to make a deposit. IGS Energy will handle all of your natural gas needs from enrollment and you won't have to pay a monthly fee.

This offer is available for a limited time only. Please enroll no later than Friday, November 19, 2010.

Please call if you have any questions.



Phone: Call IGS Energy toll-free at **877-444-7427** Monday - Friday, 8 am to 8 pm, and Saturday 9 am to 3 pm (ET).



Mail: Complete and mail to IGS Energy, 10000 IGS Energy Drive, Suite 100, Columbus, OH 43240.



Internet: Go to **IGSEnergy.com** and enter the Promo Code below.

You will need your Dominion East Ohio natural gas account number at the time you enroll.

on your gas bill, you will also need the IGS Energy enrollment form, which is included in this offer.

IGS Energy Promo Code: NFD12A226207

Your *Natural* Gas Choice.

Detach here

Please fill out, sign and return to IGS Energy in the postage-paid envelope provided.



Yes! I want to take control of my natural gas costs.

By signing this enrollment form, I am enrolling with IGS Energy for a fixed rate of \$5.98 per MCF through my June 2011 billing cycle.

Required For Enrollment:

Fill in your Dominion East Ohio natural gas account number.

0 0000 0000 0000

Email Address:

Phone #:

IGSENERGY

By signing this enrollment card, I am selecting IGS Energy as my agent for natural gas supply with distribution and billing still handled by Dominion East Ohio under the terms and conditions enclosed. Dominion East Ohio will continue to charge me for taxes, distribution, and other applicable fees. (IGS Energy Contract Form: FDEO-598 0611MM)

IGS Energy Promo Code

NFD12A226207



Check here if any of the information above is incorrect. Please make corrections on the back side of this card.

ENROLLMENT CARD

My Natural Gas Supply Contract with IGS Energy (Interstate Gas Supply, Inc.)
FDEO-598-0611MV

Keep for your records

Term: The term of this program will begin with the first billing cycle my enrollment or rate change is confirmed with Dominion East Ohio ("DEO") and will continue through my June 2011 billing cycle ("Primary Term") and automatically continue month-to-month ("Secondary Term") thereafter until canceled by notice as provided by this Agreement. Interstate Gas Supply, Inc. ("IGS Energy") will supply the commodity portion of my natural gas and DEO will be my Natural Gas Distribution Company ("NGDC"). Within 3 business days of enrollment, IGS Energy will notify the NGDC to transfer my gas service. Due to the volatility of the gas market, IGS Energy reserves the right to discontinue this contract any time before enrollment. If I am currently an IGS Energy customer, IGS Energy reserves the right to not accept or rescind this enrollment or to require me to pay the applicable cancellation fee for my existing program to be eligible for this program.

My Price: Starting with my first billing cycle on this program through my June 2011 billing cycle, my price will be \$5.98 per MCF each billing cycle. Thereafter my price will be as detailed below. My price does not include applicable taxes and/or NGDC charges, which will be billed by the NGDC. I am responsible for all charges assessed by the NGDC for gas transportation and all other applicable NGDC charges, which are not included in my price.

Renewal Price and Term: Beginning with my July 2011 billing cycle and thereafter, my agreement with IGS Energy will automatically renew on a month-to-month basis, unless IGS Energy provides me with notice of a different term or terms, at a month-to-month variable rate calculated by taking the applicable closing NYMEX settlement price and adding an amount not to exceed \$3.90 per MCF. This price does not include utility distribution charges, taxes or other applicable NGDC charges. IGS Energy reserves the right to make changes to the terms of this Agreement, including price and pricing methodology and term for any Secondary Term(s). If I do not cancel at that time, this Agreement will continue at my new noticed price and terms for the Secondary Term. IGS Energy reserves the right to lower my price at any time for any month or months and thereafter return my price to the last noticed price, without providing me with notice of either.

Rescission Period: If I am a new customer then this Agreement may be rescinded by me with no cancellation fee by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"); or (2) contacting IGS Energy in writing or by telephone within 30 days of enrollment with IGS Energy on this program ("Cancellation Period"). If I am an existing customer, I will not receive a confirmation notice from the NGDC but, in the event I decide to rescind enrollment in this Agreement during the Rescission Period, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

Cancellation: During the periods described in Rescission Period above, there is no cancellation fee to end this Agreement. Further, either party can cancel this Agreement at any other time, with no cancellation fee, by providing notice to the other. Cancellation notices provided after the NGDC deadline may result in an additional month(s) of service beyond the contract period at the new price, which I agree to pay, as the effective date of all cancellations are subject to NGDC guidelines. I understand that if I switch my service to another supplier or back to the NGDC, a NGDC switching fee may apply under the NGDC's tariff and I may be charged a price other than the standard offer rate.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. The NGDC retains the right to disconnect my service if I fail to pay my invoices according to their Tariff rules and guidelines, without first returning my natural gas service to the NGDC. 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. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. IGS Energy 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 as my agent to obtain my billing payment and usage history from the NGDC.

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

Regulatory: The residential natural gas program is subject to ongoing Public Utilities Commission of Ohio ("PUCO") jurisdiction and I understand that if the residential program is terminated or no longer available to me, this Agreement will be terminated without penalty to either party.

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 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 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 through e-mail at 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 Public Utilities Commission of Ohio (PUCO) toll free at 1-800-688-7826 or for TDD/TTY toll free at 1-800-688-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov, or as otherwise specified by the Commission. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5522 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not offer contract portability. If I relocate within the NGDC service territory with contract portability at IGS Energy's option, this Agreement may continue for service at my new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide IGS Energy with my account and meter number(s) for my new location and to transfer my contract to my new location. If requested by IGS Energy, I will also provide IGS with this information. If IGS does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from IGS 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, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

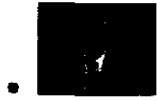
Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers on the DEO system. By entering this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) residential or small commercial account(s) on the DEO system. IGS Energy reserves the exclusive right, at any time, to terminate service to customer locations that consume more than 5000 MCF per year (which includes the aggregate amount of related accounts) and return the customer to the NGDC with no penalty to IGS Energy. Furthermore, participation in the program is subject to the rules of the NGDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the NGDC to correct the problem and be reinstated in the residential 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. 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 outdoor gas age and condition and I am not 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 I and NGDC are unable to resolve my issues through the PUCO as detailed under Contract and Dispute Resolution. I agree that this Agreement and the legal action arising from this Agreement shall be brought only in a court of the Commonwealth of the State of Ohio in Franklin County, Ohio or in the United States District Court for the Southern District of Ohio in Franklin County, Ohio. I submit to the court of jurisdiction in such venue that I designated in this agreement and I agree that this court has jurisdiction over me and IGS Energy in any and all actions arising from this agreement. I agree that the venue of any such action shall be the venue designated in this agreement and I agree that the venue of any such action shall be the venue designated in this agreement.

ATTACHMENT 9

Gas transmission lines in Ohio raise concerns

Ohio ranks 4th in nation in miles of pipeline

Posted: 09/22/2010



By: Ron Regan

CLEVELAND - A 5 On Your Side investigation found Ohio ranks fourth in the nation in miles of natural gas transmission lines.

Records obtained from the Public Utilities Commission of Ohio shows seven major transmission lines criss-cross the state, while scores of other distribution lines actually run directly under entire neighborhoods.

Earlier this month, an explosion rocked a suburban San Francisco neighborhood and investigators are looking into the role a high pressure transmission line may have played.

In Northeast Ohio, Dominion East Ohio operates 19,000 miles of pipeline.

Earlier this year, a PUCO report raised questions about Dominion's pipeline safety. Investigators found that the utilities computer system had a glitch.

"What we discovered and what Dominion discovered was that some of their leak surveys did not transfer over correctly," said Peter A. Chase, PUCO Gas Pipeline and Safety Manager. "So in essence, what that meant was that they could not prove that they did the required leak surveys on those stretches of line."

A spokesperson for Dominion said *"no pipeline safety incidents were associated with this case."*

The utility also reported that all pipelines are "now in compliance." And while state regulators agree, they admit that some leak surveys were never verified.

"Based on our investigation, we believe that they did the surveys," said Chase. "We did not look at every single survey area that was missed, but based on what we saw, we believe that was the case."

But our investigation found the Office of Consumers' Counsel for Ohio, the agency that represents homeowners on issues like natural gas, raised serious concerns.

"We think the commission should have taken a hard stance against the company," said Janine Migden-Osstrander with the Office of Consumers' Counsel.

She said requested leak survey documents were never turned over and that raised red flags.

"Ultimately, the data that we got demonstrated that there was insufficient record keeping to verify all the actions that Dominion had taken to ensure pipeline safety."

Records reviewed with federal Pipeline and Hazardous Materials Administration, PHMSA, show there have been 9 significant incidents across Ohio involving major transmission lines in the last 10 years.

Fortunately, no injuries, but corrosion, malfunctions and incorrect operation are being blamed.

Nationwide, PHMSA records show 265 significant incidents nationwide resulting in 14 deaths, 63 injuries and more than \$152 million in property damage.

HOT TOPICS:

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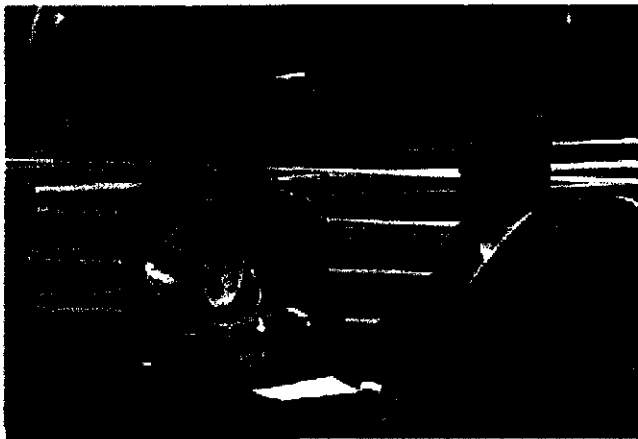
Pipeline Blast Leads to Call for Greater Scrutiny

Calif. lawmakers call for greater penalties, oversight of pipelines after fatal blast

By DON THOMPSON Associated Press Writer

SACRAMENTO, Calif. October 19, 2010 (AP)

The Associated Press

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James Ruigomez, right whose son, Joey, was injured in the San Bruno pipeline explosion, testifies... [▼](#)
(AP)

California lawmakers investigating a deadly pipeline explosion said Tuesday they may need to change state law to increase penalties when utilities ignore problems that lead to injuries or death.

During a legislative hearing, lawmakers criticized the state's regulatory agency for not adequately overseeing decisions by Pacific Gas & Electric Co., the utility that owned the pipeline in the blast last month that killed eight in San Bruno.

The state's largest utility had shifted money away from some high-risk repairs, including to the natural gas pipeline that exploded in the suburb south of San Francisco.

Lawmakers said they also want to increase state oversight of utilities' decisions about which gas pipeline sections need urgent repairs or replacement.

"We have some systemic problems here," said Sen. Mark Leno, D-San Francisco, chairman of the Senate Public Safety Committee. The hearing was held jointly with the Senate Energy, Utilities and Communications Committee.

Lawmakers criticized PG&E for repeatedly shifting priorities concerning the pipeline near San Bruno, including whether and when it would be replaced. They also blamed state regulators for not scrutinizing PG&E's decisions.

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Legislators were upset that state regulatory agencies do not track utilities' changes in priorities for pipeline replacements or repairs, or even check to make sure the repairs are completed. Officials from the California Public Utilities Commission said they allow utilities to decide where to spend the money they receive from ratepayers.

"We kind of throw out money until some terrible tragedy occurs," said Sen. Dean Florez, D-Shafter, noting that money for the repair had been approved by the commission, then put to another use by the utility. State regulators, he said, seem to "cross their fingers" and hope that utilities will spend the money where needed.

Sen. Rod Wright, D-Inglewood, said the Legislature should amend state law to require the commission to ensure that utilities follow through on repair or replacement projects approved by regulators.

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ATTACHMENT 10

The Columbus Dispatch

17,000 Columbia Gas customers have possibly defective lines

No leaks have been found, but company will inspect them

Tuesday, September 21, 2010 09:02 AM

BY DAN GEARINO

The Columbus Dispatch

More than 17,000 Columbia Gas of Ohio customers have gas lines that the company says may be defective, though no leaks have been found.

Columbia will inspect for the leaks over the next few weeks. The company is also investigating whether there is an elevated danger that the pipe will deteriorate more quickly over time.

The problem stems from irregularities in the plastic pipe that runs from the company's distribution lines to homes and businesses, said spokesman Ken Stammen. The piping, which is 1 inch in diameter, was installed between November and August. This would include new construction and some pipes replaced during that time period.

Columbia installers discovered last month that the pipe has an inconsistent thickness, which raised concerns that it may be vulnerable to leaks.

"We don't believe there's an immediate safety issue," Stammen said.

A total of 17,600 Ohio customers are affected, which is about 1 percent of the company's 1.4 million customers in the state. Columbia's parent company installed the pipe in 28,300 homes and businesses across five states including Ohio.

The pipe is made by Polypipe, a Texas company. Since learning of the problem, Columbia has switched to a different supplier.

Polypipe and Columbia have begun separate investigations about the long-term stability of the pipe.

For now, inspectors have spent several weeks looking for leaks that might have already begun. This is done with a handheld detector, and involved walking around the customer's house or business.

dgearino@dispatch.com

The Columbus Dispatch

Columbia Gas dealing with defective pipe

Wednesday, September 22, 2010 02:53 AM

BY DAN GEARINO

THE COLUMBUS DISPATCH

Defective plastic pipe has raised fears of natural-gas leaks that could affect as many as 17,600 Columbia Gas of Ohio customers.

The concern stems from recently installed shipments of 1-inch plastic pipe that carries gas underground from transmission lines to individual customers.

Columbia discovered in June that some of the material, made by PolyPipe of Gainesville, Texas, had an inconsistent thickness, which could increase the chance of leaks after installation.

Yesterday, Columbia said that it has checked 98percent of the affected households in central Ohio and found no leaks. Statewide, it has checked 70percent of affected households, also finding no leaks.

Columbia has not decided whether it will take the costly step of replacing the pipe. For now, it has switched to a different supplier. PolyPipe officials could not be reached for comment.

"We don't believe there's an immediate safety issue," Columbia spokesman Ken Stammen said.

The defective pipe was installed between November and August, almost all for new construction or replacement, with the work done by Columbia and subcontractors.

The 17,600 customers affected in Ohio represent a little more than 1percent of all Columbia customers in the state. In addition, the pipe was used by Columbia's sister companies in four other states - Pennsylvania, Kentucky, Maryland and Virginia - affecting a total of 28,300 customers, including those in Ohio.

Columbia found one instance of the defect in late June and spent the next few months trying to determine the extent of the problem, Stammen said.

By August, PolyPipe had isolated the problem to one factory, which helped Columbia to know when and where the defective pipe had been installed.

On Aug. 17, Columbia notified the Public Utilities Commission of Ohio. Neither the company nor regulators notified the public.

Stammen said that the company decided to wait on notifying the public because the problem was not an immediate danger and the company did not yet have answers to the questions that would follow.

"We would run the risk of creating undue fears and panic," he said.

The situation was revealed in Tuesday's edition of the *Pittsburgh Tribune-Review*, arriving at a time of high awareness of the danger of gas leaks.

On Sept. 9, a gas leak led to a fireball and several deaths near San Francisco. That explosion involved a 30-inch distribution pipe, which is much larger than the pipe involved in Columbia's problem, Stammen said.

Shana Eiselstein, a PUCO spokeswoman, said her agency has the option to intervene but has not done so.

"From our point of view, this is an issue between Columbia Gas and PolyPipe," she said.

That included the decision about when to notify the public.

Meanwhile, the PUCO did notify a federal agency, the Pipeline and Hazardous Materials Safety Division, part of the U.S. Department of Transportation, Eiselstein said.

Columbia will continue to inspect for leaks in the next few weeks, with company employees walking around outside buildings with a hand-held detector. The company also has begun a separate investigation about the long-term stability of the material.

The office of the Ohio consumers' counsel is monitoring the situation and will pay close attention to who covers the cost for any repairs, said spokesman Marty Berkowitz.

"The consumers ought to be held harmless," he said.

For now, Columbia doesn't know whether any repairs will be necessary.

dgearino@dispatch.com

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ATTACHMENT 11



UGI Energy Services, Inc.

Weekly Gas Market Watch

Issue Date: October 1, 2010

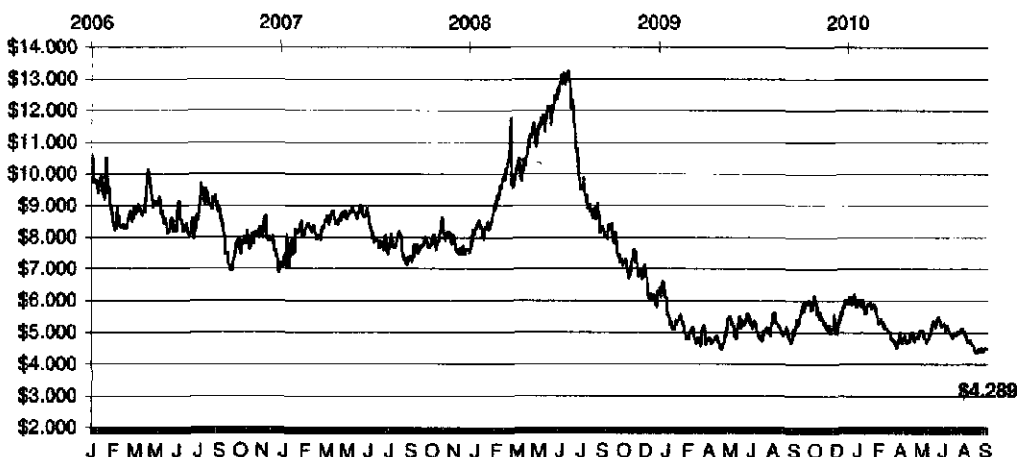
Ph: 800-427-8545 / www.gasmark.com

Since our last report, the Oct10 NYMEX contract fell \$0.182 per Dth Closing at \$3.837 on September 28, the new prompt month, Nov10 lost \$0.284 settling at \$3.872, the Nov10-Mar11 NYMEX Strip Average fell \$0.243 to \$4.172 and the Apr-Oct11 NYMEX Strip Average decreased \$0.151 to \$4.372. On September 27, Reuters reported "The 12-month futures strip slid 9.9 cents to settle at \$4.227 per million British thermal units on Monday, eclipsing the recent low of \$4.273 set on Aug. 27 and the lowest strip settlement since Dec. 9, 2002, when the average stood at \$4.171". As of September 30, the National Weather Services' 6-10 day temperature outlook for the Northeast and MidAtlantic regions is projecting normal while their 8-14 day is showing a mix of below and normal. The September 21 Commitment of Traders report shows non-commercial traders net short 183,113 vs. 178,630 the week before and commercial traders net long 148,751 vs. 145,194 in the prior week. On September 24, the natural gas rig count was reported at 967- 15 less than the week before but 257 above this time last year. The storage report for the week ending September 24 reported an injection of 74 Bcf which compares to 65 last year and 67 for the 5-year average. Gas in storage is now 3,414 Bcf- 166 below last year but 202 greater than the 5-year average. As of September 24, reported crude oil stocks at 357.9 mbs are 19.5 above last year's level after decreasing 0.5 mbs from the week before while distillate stocks at 173.6 mbs are 2.5 mbs above a year ago after decreasing 1.3 mbs since the prior week.

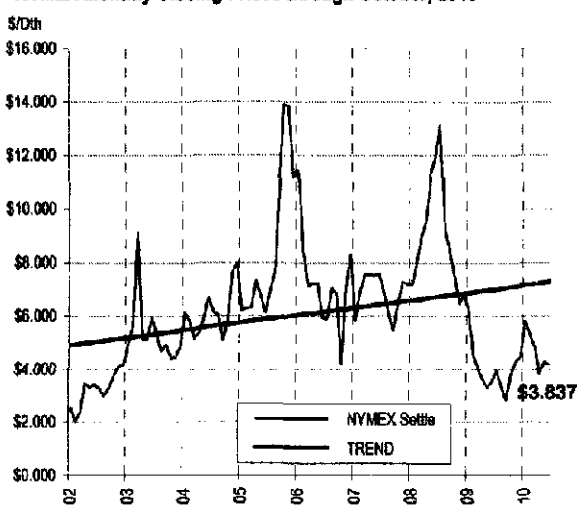
NYMEX Natural Gas Data

Natural Gas Futures (\$/Dth)		
Month	Current Settle 9/30/2010	Change From 9/23/2010
Nov, 2010	\$3.872	-\$0.284
Dec, 2010	\$4.122	-\$0.252
Jan, 2011	\$4.294	-\$0.242
Feb, 2011	\$4.313	-\$0.230
Mar, 2011	\$4.259	-\$0.207
Apr, 2011	\$4.220	-\$0.179
May, 2011	\$4.255	-\$0.167
Jun, 2011	\$4.316	-\$0.153
Jul, 2011	\$4.387	-\$0.141
Aug, 2011	\$4.435	-\$0.137
Sep, 2011	\$4.457	-\$0.138
Oct, 2011	\$4.535	-\$0.138
Nov, 2011	\$4.775	-\$0.120
Dec, 2011	\$5.068	-\$0.109
Jan, 2012	\$5.255	-\$0.112
Feb, 2012	\$5.224	-\$0.104
Mar, 2012	\$5.093	-\$0.096
Apr, 2012	\$4.858	-\$0.044
May, 2012	\$4.857	-\$0.042
Jun, 2012	\$4.888	-\$0.038
Jul, 2012	\$4.935	-\$0.036
Aug, 2012	\$4.972	-\$0.037
Sep, 2012	\$4.991	-\$0.038
Oct, 2012	\$5.067	-\$0.040

NYMEX Natural Gas 12-Month Strip, September 30, 2010



NYMEX Monthly Closing Prices through October, 2010



NYMEX Averages

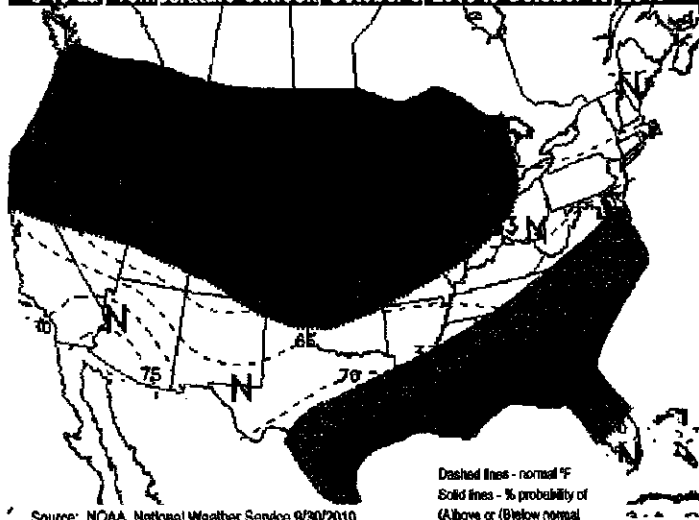
	\$/Dth
Current 12-Month Strip	\$4.289
Last Month (08/31/2010)	<u>\$4.502</u>
1-Month Change	(\$0.213)
<i>This Year</i>	
Summer, 2010	\$4.178
Winter 2010-2011	\$4.172
<i>1 Year Forward</i>	
Summer, 2011	\$4.372
Winter 2011-2012	\$5.083

Winter = November through March
Summer = April through October

Summer 2010 average includes settle prices for April, May, June, July, August, September & October 2010

Other Indicators

6-10 day Temperature Outlook, October 6, 2010 to October 10, 2010



Source: NOAA, National Weather Service 9/30/2010

Commitment of Traders, NYMEX Natural Gas Futures

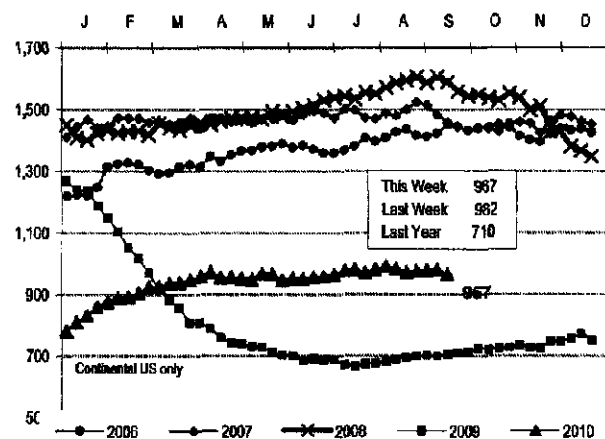
Report Date September 21, 2010

	Long	Short	Net Amt.	Net %
Non-Commercial				
This Week, 09/21/2010	107,926	291,039	(183,113)	-45.9%
Last Week, 09/14/2010	113,299	291,929	(178,630)	-44.1%
Last Year, 09/22/2009	79,537	243,345	(163,808)	-50.7%
Commercial				
This Week, 09/21/2010	385,137	236,386	148,751	23.9%
Last Week, 09/14/2010	379,861	234,667	145,194	23.6%
Last Year, 09/22/2009	321,950	198,531	123,419	23.7%

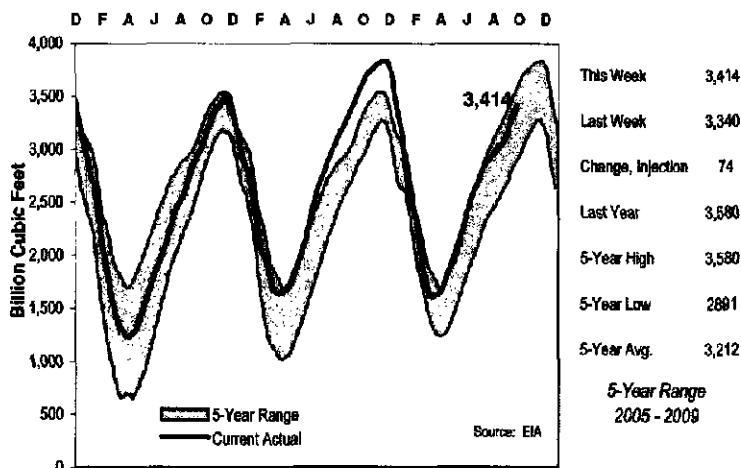
	Amount	Change Amt.	Change %
Open Interest			
This Week, 09/21/2010	817,004	-	-
Last Week, 09/14/2010	821,716	(4,712)	-0.6%
Last Year, 09/22/2009	710,301	106,703	15.0%

Source: Commodity Futures Trading Commission

Natural Gas Rig Count as of September 24, 2010



Working Gas Storage, Week Ending September 24, 2010



Liquid Fuels

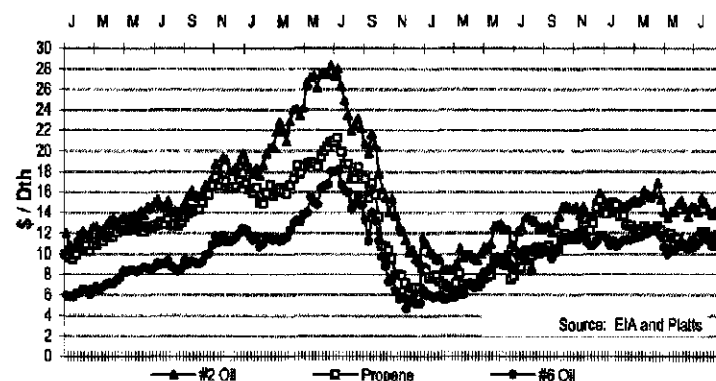
	\$ / Gal.	\$ / Dth	Change
#2 Oil- NY, NY Spot Price, 7.22 Gallon / Dth			
This Week, 09/21/2010	\$2.093	\$15.108	
Last Week, 09/14/2010	\$2.106	\$15.205	(\$0.097)
Last Year, 09/22/2009	\$1.775	\$12.816	\$2.292

	\$ / Gal.	\$ / Dth	Change
Propane- Mont Belvieu, TX Spot Price, 10.93 Gallon / Dth			
This Week, 09/21/2010	\$1.141	\$12.474	
Last Week, 09/14/2010	\$1.135	\$12.406	\$0.068
Last Year, 09/22/2009	\$0.983	\$10.739	\$1.735

	\$ / Bbl.	\$ / Dth	Change
#6 Oil- Atlantic Coast 1% Spot Barge Price, 6.67 Gallon / Dth			
This Week, 09/21/2010	\$72.150	\$11.458	
Last Week, 09/14/2010	\$72.675	\$11.541	(\$0.083)
Last Year, 09/22/2009	\$64.675	\$10.271	\$1.187

Source: EIA and Platts

Weekly Liquid Fuel Prices through September 21, 2010



Graph Range: January 2007 through Present

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ATTACHMENT 12

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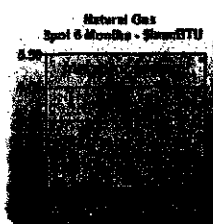
15:33:32 GMT | 11:33:32 New York | 18:33:32 London | 23:33:32 Shanghai

Natural Gas

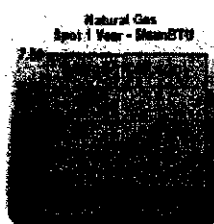


Natural Gas \$/mmBTU
Cash 30 Sep 10 3.87

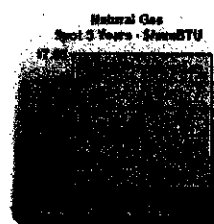
Natural Gas Prices 6 Months



Natural Gas Prices 1 Year



Natural Gas Prices 5 Years



8 More Charts Available Below

Natural Gas Market Analysis (GMT)

01 Oct 13:37 US GAS: Futures Fall On Mild Weather, High Inventories (Dow Jones)

Routiers & Dow Jones Natural Gas News (GMT)

30 Sep 21:39 Caterpillar to raise prices (Reuters)
28 Sep 14:00 US Conference Board: Sept US Consumer Confidence Index Falls ... (Dow Jones)
More Natural Gas News

Public Natural Gas News (GMT)

28 Sep 14:00 Japan PM's dilemma: stimulate economy or slash public debt (The Australian)
More Public Natural Gas News

Natural Gas Tables

Natural Gas Settles Summary

NYMEX Natural Gas Summary US\$/mmBTU				
	Term/Strip	30 Sep	29 Sep	±
1 Year	Nov 10 - Oct 11	4.2888	4.3276	-0.0388
1 Year	Nov 11 - Oct 12	4.9866	4.9363	0.0003
2 Year	Nov 10 - Oct 12	4.6437	4.6629	-0.0192
Winter	Nov 10 - Mar 11	4.1720	4.2258	-0.0538
Summer	Apr 10 - Oct 11	4.3721	4.4003	-0.0282
Winter	Nov 11 - Mar 12	5.0830	5.0908	-0.0078
Summer	Apr 12 - Oct 12	4.9383	4.9321	0.0062

Metalprices.com

Natural Gas Settles

NYMEX Natural Gas Settles US\$/mmBTU				
Month	30 Sep	29 Sep	±	Open Int
Nov 10	3.87	3.88	-0.01	219709
Dec 10	4.12	4.18	-0.06	78245
Jan 11	4.29	4.34	-0.05	110204
Feb 11	4.31	4.35	-0.04	30282
Mar 11	4.28	4.30	-0.04	54577
Apr 11	4.22	4.25	-0.04	59051



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New Iron Ore Pricing - 27 Sept 10
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Current Market

LME Alum	3 Mo	+0.37%
LME Copper	3 Mo	+1.53%
LME Nickel	3 Mo	+1.45%
LME Zinc	3 Mo	+1.23%
LME Tin	3 Mo	+3.09%
LME Lead	3 Mo	+0.78%
CMX Copper	Dec 10	+0.73%
CMX Copper	Mar 11	+0.91%
CMX Gold	Oct 10	+0.74%
CMX Silver	Dec 10	+1.37%
NMX Crude Oil	Nov 10	+0.78%

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Primary Metals List

Aluminum
Antimony
Arsenic
Beryllium
Bismuth
Cadmium
Chromium
Cobalt
Columbium
Copper
Gallium
Germanium
Gold
Hafnium
Indium
Iridium
Lead
Magnesium
Manganese
Mercury
Molybdenum
Nickel
Niobium
Palladium
Platinum
Rhenium
Rhodium
Ruthenium
Selenium
Silicon
Silver
Tantalum
Tellurium
Tin
Titanium
Tungsten
Uranium
Vanadium
Zinc
Zirconium

Scrap Metals List

Scrap Aluminum
Scrap Brass
Scrap Cobalt/Nickel

May 11	4.26	4.29	-.03	20228
Jun 11	4.32	4.35	-.03	9458
Jul 11	4.39	4.41	-.02	8721
Aug 11	4.44	4.46	-.02	8328
Sep 11	4.46	4.48	-.02	8227
Oct 11	4.54	4.56	-.02	28233
Nov 11	4.78	4.79	-.01	8367
Dec 11	5.07	5.08	-.01	15600
Jan 12	5.28	5.26	0	18997
Feb 12	5.22	5.23	-.01	5725
Mar 12	5.09	5.10	-.01	15136
Apr 12	4.86	4.85	.01	13804
May 12	4.86	4.85	.01	3631
Jun 12	4.89	4.88	.01	1982
Jul 12	4.94	4.93	.01	2205
Aug 12	4.97	4.97	0	2191
Sep 12	4.99	4.99	0	1813
Oct 12	5.07	5.06	.01	3408
Nov 12	5.25	5.25	0	2082
Dec 12	5.48	5.48	0	7195
Jan 13	5.64	5.63	.01	3161
Feb 13	5.59	5.57	.02	1337
Mar 13	5.43	5.40	.03	2276
Apr 13	5.06	5.04	.02	2681
Metalprices.com				

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Scrap Copper
Scrap Hastelloy C
Scrap Hastelloy X
Scrap Inconel 600
Scrap Inconel 625
Scrap Inconel 718
Scrap Molybdenum
Scrap Niobium
Scrap R Monel
Scrap Stainless 18-8
Scrap Stainless 316
Scrap Stainless 400
Scrap SteelIron
Scrap SteelBmarker™
Scrap Steel RMDAS™
Scrap Tantalum
Scrap Titanium
Scrap Tool Steels
Scrap Tungsten 99.9%
Scrap Tungsten Carbide
Scrap Waspaloy
Scrap Yellow Brass

Finish Product List

Brass / Bronze Ingot
Pipe and Tube
Copper
Stainless Flat Rolled
Stainless Flat
Stainless Long
Steel Flat
Steel Long
Stainless Surcharges
LME Steel Futures
NYMEX Steel
Futures
SHFE Steel Futures
SteelBenchmarker
Steel Dow Jones
Titanium

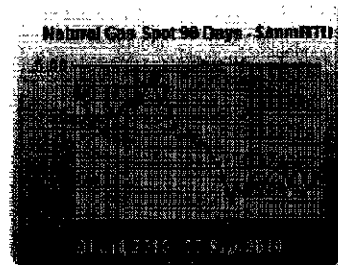
Energy List

Coke
Crude Oil
Natural Gas

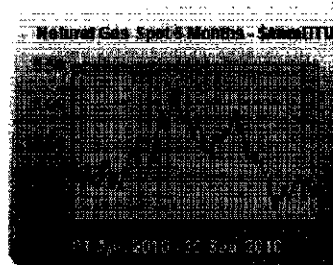
Natural Gas Price Charts

(Click on any chart to publish it on your website)

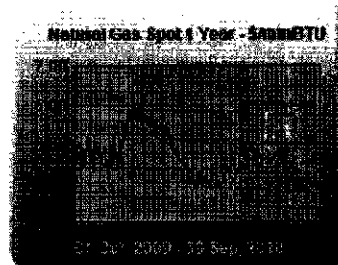
Natural Gas Prices 90 Day



Natural Gas Prices 6 Month



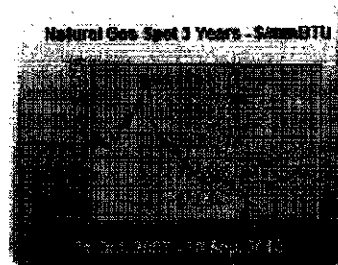
Natural Gas Prices 1 Year



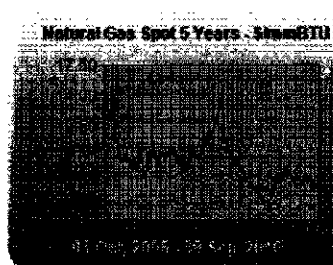
Natural Gas Prices 2 Year



Natural Gas Prices 3 Year



Natural Gas Prices 5 Year



Metals List

LME

LME Aluminum
LME Copper
LME Nickel
LME Lead
LME Tin
LME Zinc
LME Plastics

NYMEX/COMEX

COMEX Copper
COMEX Aluminum
COMEX Gold
COMEX Silver
NYMEX Platinum
NYMEX Palladium
NYMEX Uranium
NYMEX Crude Oil
NYMEX Natural Gas

SHFE

SHFE Copper
SHFE Aluminum

Primary

Aluminum
Antimony
Bismuth
Cadmium
Chrome
Cobalt
Columbium
Copper
Germanium
Gold
Indium
Lead
Magnesium
Manganese
Mercury
Molybdenum
Nickel
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Platinum
Rhenium
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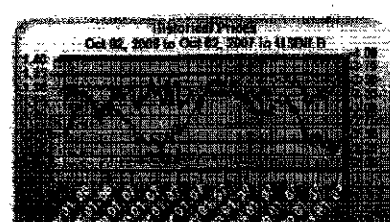
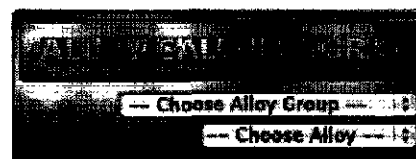
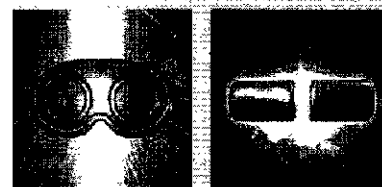
This custom software allows you to look up the chemical analysis of a complex alloy and calculate its total value based on the price of each element contained. Track your own custom alloy group. Research the historical raw material value of the alloy by date range. The tool calculates the intrinsic and scrap value, and has other features to calculate costs and surcharges.

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Silver
Tantalum
Tellurium
Tin
Titanium
Tungsten
Vanadium
Wolframite
Zinc

Scrap

Aluminum
Copper
Iron
Stainless (18/8)
Stainless 316
Stainless 410 & 430
Brass & Bronze
Titanium
Tungsten Carbide
Tungsten 99.9%
Molybdenum
Columbium
Cobalt/Nickel
Tantalum

Miscellaneous

Intl Currency
Stainless Steel Coil
Hot Rolled Steel
Cold Rolled Steel
Bronze Ingot

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Gathering prices for privately traded metals is an art. We must evaluate the reliability of price contributors and make a judgment about the final low and high price range to publish.

"Privately traded metals" are defined here as metals purchased and sold privately between companies for physical delivery. These metals are not traded on public exchanges like the LME or NYMEX/COMEX. MetalPrices.com reports over 400 privately traded metals.

Since 1995 we've developed a network of reliable price contributors who believe accurate transparency is in the best interest of all parties — both buyers and sellers. We poll prices from multiple contributors by telephone until the final price range is clear to us.

The senior management of MetalPrices.com has more than 75 years of accumulated experience in the metal business. Our career responsibilities included the direct purchase or sale of over 5,000,000 tons of steel, stainless steel, aluminum, copper, and copper based alloys and related elements.

Negotiating and writing contracts for all these transactions educated us to understand the nuances of buying and selling metal. Therefore we know when one of our price contributors is "exaggerating their book" and when to apply judgment to the price range.

Recent attempts have been made to eliminate judgment by creating a neutral data collection process for contributors to submit actual purchase and sales contracts. These have had limited success because: 1) Most metals companies prefer to keep their business contracts private and out of the hands of a third party, and 2) Any company could submit false documents.

Public exchanges like the LME and COMEX present the best model to exclude judgment from the price discovery process. However, only 12 out of over 400 metals reported by MetalPrices.com are publicly traded.

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ATTACHMENT 13

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HOME	NEWS	WEATHER	TRAFFIC	ENTERTAINMENT	LIFESTYLE	SPORTS	MO
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ALERTS

Truck crash backs up traffic on I-271

WEATHER ALERTS:

Natural gas prices at 5+ year lows; what does that mean for choosing a gas supplier?



A A A

SHARETHIS

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Posted: 10:37 AM

Last Updated: 4 hours and 11 minutes ago

By: Jenn Strathman

CLEVELAND - The slowdown in the manufacturing industry means there is a surplus of natural gas. This will give consumers a price break for this winter's home heating season. The Public Utilities Commission of Ohio (PUCO) said prices are at 5 to 7-year lows right now.

"The price is a market price and it's driven by market factors so right now we are seeing things relatively low but you never know what could occur in the next few months that could change that," PUCO Spokesman Shana Eiselstein explained.

[Click here to see Dominion East Ohio rates since 2007](#)

[Click here to see Columbia Gas rates since 2007](#)

[Click here to see Vectren rates since 2007](#)

[Click here to see Duke Energy rates since 2007](#)

Gas Choice

Consumers in Ohio have a choice to make. They can keep the price currently offered by their gas company, or they can lock in a price with a different supplier with the Gas Choice Program.

It's a program that allows for gas competition. Consumers can shop for a supplier much like they shop for a good price on clothing or electronics. It may increase competition, but is it also increasing confusion among consumers?

We asked state regulators to show us the calls they get about the program. We got 4,290 pages of documents. We poured through them to warn you about potential problems.

Top issues: cancellation fees and competitive offers

"Some of the choices I don't understand," Cleveland resident Hildry Williams explained.

Williams learned the hard way that being an un-informed consumer can cost you money.

"The representative came around and knocked at the door and insisted to see my gas bill," Williams explained.

Williams said the door-to-door salesman made the Choice Program seem easy and talked her into a contract. A few months later, Williams said her bill doubled.

advertisement "The gas bill was \$469. My house payment is just a little bit more than that," Williams explained.

Hildry bought a programmable thermostat and dropped the temperature at night. That didn't drop her bill. Williams looked at her bill, and she noticed the price her supplier was charging for gas was awfully high.

"When my contract expired, I went into a variable rate. That was not explained to me not at all, so I was very upset," Williams explained.

We found Williams is one of 1,968 Dominion East Ohio and Columbia Gas customers who contacted state agencies about the Gas Choice program during the last 3 years.

The Ohio Consumers' Counsel saw an increase in calls after Dominion East exited the merchant function in 2009. Customers were confused about the mailing and didn't know how to choose a supplier if they chose that option.

According to PUCO, the top issues to their agency were cancellation terms and fees followed by questions about competitive offers.

"Customers should not feel like they are getting scammed," Eiselstein explained.

PUCO defends the program and said it saves consumers money. The state's regulator reminds consumers to make smart choices, and to avoid making a decision based on marketing material.

"The suppliers are in the business to make money so obviously they take whatever marketing tactics they need year to year," Eiselstein said. "It doesn't mean that is wrong at all. They are in the business to make money and they are certified by us as reputable suppliers."

While the marketing made Williams angry, she didn't let one supplier spoil her feeling for the whole program.

"Don't stop with because I'm confused I'm not going to do anything. Get that better rate for yourself," Williams said.

Shopping for a supplier

We found some callers to the Ohio Consumers' Counsel (OCC) didn't know how to find that better rate. Some didn't even know who supplied their gas.

The first tip -- don't fall for a door to door salesman's pitch.

"The last month I've had three different companies come to the door telling me what my neighbors locked in and how much they saved them. When I talk to my neighbors they don't know what I'm talking about, so don't listen to that stuff. It's not true," Williams explained.

PUCO also has a warning.

"They should get the information from the sales representative, and say they want to do some checking and that if they are interested they will call back to sign up for the offer," Eiselstein said. "We certainly never encourage individuals to supply their account number or any other personal information."

PUCO updates the offers weekly for all certified suppliers and posts them in an [Apples to Apples Chart](#).

"It was a roadmap for me. It gave me options," Williams explained.

Some customers called PUCO after they realized the listed rates are promotions or apply only to new customers. So Williams calls every company and [asks specific questions](#) about the deal.

Ask if it's a fixed or variable rate, ask about the contract length, find out what happens when the contract is over, and find out if there is a cancellation fee if you find a better rate somewhere else.

When Williams has those answers, she looks on her bill to see her

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Comments

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Most recent . Highest rated . First to last

5 per page 



JoeCle199

11:40AM, Oct 05, 2010

Rate Comment 0 0


"The entire thing here is a scam. There was never any good reason to part out energy suppliers and is only one more reason how out city/state/fed gov has screwed the tax paying customer. (note, I'm a CUSTOMER, not a fing 'consumer' btw.) Now, we... [read more]"

newsnet5.com

news

Local
Money
National/World
Sports
Traffic
Weather

station links

 On TV 5
Garden
Student Athlete
Academic Challenge
Ohio Lottery

entertainment

Celebrity
Crosswords & Sudoku
Hobbies
Movies
TV Listings

connect

Facebook
Mobile
Twitter

"The poster is probably referring to your local utility's Standard Choice Offer (or SCO) and he/she is correct, the rates of these programs are very competitive. However, all SCO programs are variable

rate programs and some people are
not... [read more]" Rate Comment 1 0

EA LC
9:38A 2010

Rate Comment 1 0

toomanyidiots
8:17AM, Oct 05, 2010

"Why doesn't this article even mention that the best rate you will get is if you do not do any of the alternate suppliers and get the gas from your service provider? This is ALWAYS the case and in an article about saving people money it is not... [read more]"

You need to be signed in to leave comments

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Marketplace

Healthy Recipes For A Happy Stomach



Feeling bloated or uncomfortable after eating? Try these five recipes and find out why they are so good for digestion. [More Details](#)

The Warning Signs Of STDs



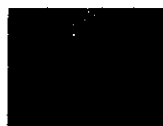
Protect your health and learn about the symptoms of eight common STDs and how they are spread. [More Details](#)

The 10 Coolest Houses Of 2010



Check out the coolest cribs we've seen so far this year and find out what makes them so darn cool. [More Details](#)

7 Famous Haunted Houses



All over the world there are haunted houses, the real kind, where generations of people have documented the same creepy, inexplicable happenings.

[More Details](#)



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Attachment 14



U.S. Energy Information Administration
Independent Statistics and Analysis

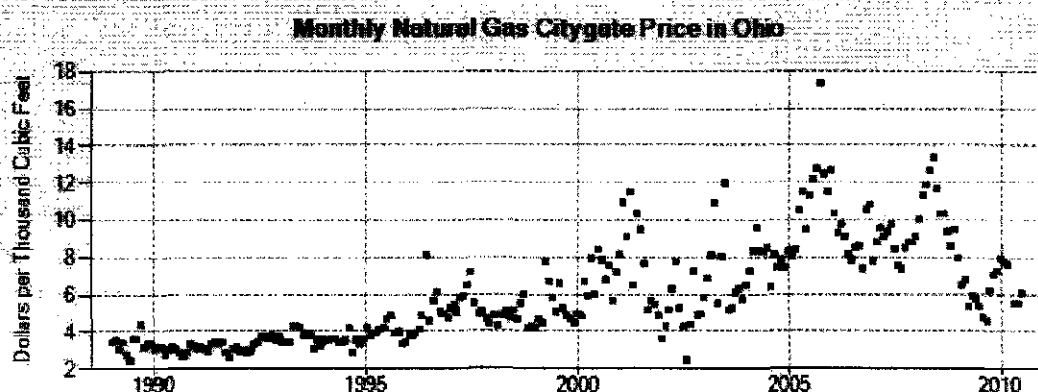
[Energy Glossary](#)

[Home](#) > [Natural Gas](#) > [Navigator](#)

Natural Gas Navigator

View History: ☒ Monthly ☐ Annual

[Download Data \(XLS File\)](#)



Source: U.S. Energy Information Administration

Natural Gas Citygate Price in Ohio (Dollars per Thousand Cubic Feet)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1989	3.44	3.47	3.06	3.41	2.70	2.49	3.61	3.61	4.36	3.16	3.34	3.32
1990	3.01	3.16	3.16	2.74	3.03	3.12	3.03	2.88	2.66	2.86	3.34	3.27
1991	3.07	3.09	3.00	2.90	3.31	3.42	3.29	3.37	2.88	2.59	3.05	3.12
1992	2.96	2.98	2.87	2.96	3.35	3.43	3.72	3.71	3.60	3.84	3.51	3.69
1993	3.40	3.43	3.44	4.28	4.27	4.23	3.82	3.87	3.76	3.04	3.48	3.25
1994	3.48	3.47	3.62	3.56	3.38	3.38	3.53	4.18	2.83	3.48	3.35	3.48
1995	4.18	3.76	3.91	3.95	4.12	4.19	4.63	4.87	3.85	4.01	3.34	3.46
1996	3.81	3.80	3.90	4.06	4.87	8.17	4.53	5.58	6.12	5.06	4.95	4.79
1997	5.24	5.41	5.01	5.79	5.96	6.45	7.16	5.51	4.91	5.09	4.66	4.35
1998	4.82	4.27	4.87	4.89	5.08	4.80	5.16	4.70	5.54	6.02	4.22	4.32
1999	4.22	4.62	4.43	7.73	6.71	5.81	5.07	6.55	5.21	4.90	4.66	4.48
2000	4.98	4.85	6.73	5.96	7.94	6.01	8.41	7.86	6.74	7.58	5.64	7.17
2001	8.13	10.92	9.07	11.54	6.48	10.31	9.43	7.69	5.13	5.58	5.42	4.89
2002	3.63	4.28	5.17	6.27	7.73	5.29	4.30	2.48	4.34	7.24	4.86	5.00
2003	5.86	6.86	8.12	10.94	5.49	8.03	11.95	5.14	5.24	6.14	6.31	5.68
2004	6.52	7.24	8.34	9.58	8.31	8.29	8.53	6.43	8.10	7.50	7.86	7.44
2005	8.34	8.05	8.39	10.51	11.54	9.47	11.33	12.21	12.77	17.32	12.43	11.49
2006	12.67	10.31	9.33	9.75	9.09	8.11	7.83	8.56	8.59	7.39	10.54	10.86
2007	7.74	8.79	9.54	9.09	9.37	9.73	8.39	7.56	7.33	8.53	8.80	8.78
2008	9.11	10.03	11.26	11.88	12.64	13.29	11.73	10.35	10.35	9.42	8.59	9.44
2009	7.94	6.47	6.77	5.32	5.96	5.68	5.33	4.73	4.60	6.25	7.10	7.22
2010	7.97	7.70	7.65	NA	5.53	5.55	6.08					

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 9/29/2010

Next Release Date: 10/29/2010

Referring Pages:

- Natural Gas Citygate Price
- Ohio Natural Gas Prices
- Natural Gas Citygate Price

ATTACHMENT 15



Your *Natural* Gas Choice.

Weekly Natural Gas Market Update

Wednesday, September 29th, 2010

Last Week on the NYMEX

Strong moves downward book-ended three days of gains in the middle of last week. Monday saw the biggest movement of the week when the prompt month tumbled more than twenty cents. After two days of settlements north of \$4, the prompt month broke below and kept falling on Monday. Bearish fundamentals – strong supply, no Gulf threats, and fairly moderate weather helped the bears seize control. The prompt October contract finished the day at \$3.822 per MMBtu, down \$0.202 per MMBtu.

The market flipped on Tuesday, moving as high as \$3.998 before retreating. The emergence of a tropical wave with a possible threat of entering the Gulf helped fuel the increase. However, the bears held firm and once the market failed to breach \$4, the prompt month ultimately gave back some of its gains. At day's end the October contract finished up at \$0.097 per MMBtu, closing the trading day at \$3.919 per MMBtu.

Trading on Wednesday centered on both the aforementioned wave in the tropics and the mini heat wave impacting the Midwest and East of the country, bringing near record highs for this time of year. Once again the October contract tested the \$4 plateau, this time breaking above, however it ultimately could not hold and yet again receded before settlement which came in at \$3.966 per MMBtu. The October contract gained \$0.047 per MMBtu on Wednesday.

Much of the same market dynamics from Wednesday remained in play on Thursday. Additionally, the EIA released the weekly inventory report which revealed a 73 BCF injection into storage for the week ending September 17th. The injection was slightly below market expectations for an injection around 80 BCF although larger than both the 5 year average and last year's injection for the same week. Ultimately the bulls carried the day on Thursday as the prompt month October contract increased for a third consecutive day. After reaching an intra-day high of \$4.13, the prompt month again retreated from its high but still settled north of \$4 at \$4.019 per MMBtu. The October contract gained \$0.053 per MMBtu on Thursday, bringing the three day increase to \$0.197 per MMBtu.

Inventory Summary

This Week	3,340 BCF
Last Week	3,267 BCF
Last Year	3,515 BCF
5 Year Avg.	3,145 BCF
Next Week's Expectations	65 BCF Injection to 75 BCF Injection

The fears from earlier in the week were gone by Friday. The heat retreated and the storm threat for the Gulf of Mexico never really materialized as the storm shifted towards Central America. NYMEX prices reacted accordingly. The prompt month October contract shed \$0.138 per MMBtu on Friday to finish the week at \$3.881 per MMBtu. For the week, the prompt month lost \$0.143 per MMBtu. The 12 month strip average lost \$0.126 per MMBtu over the same time period, closing out at \$4.326 per MMBtu.

IGSenergy.com

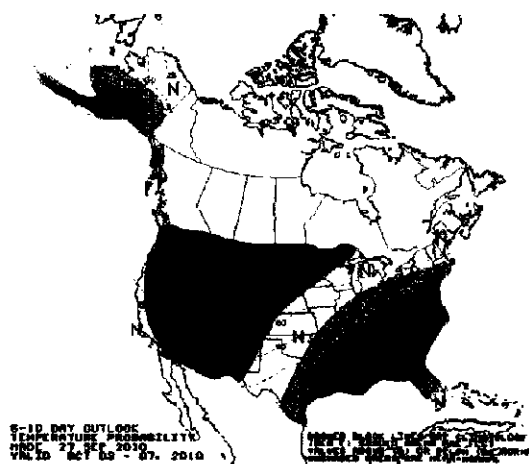
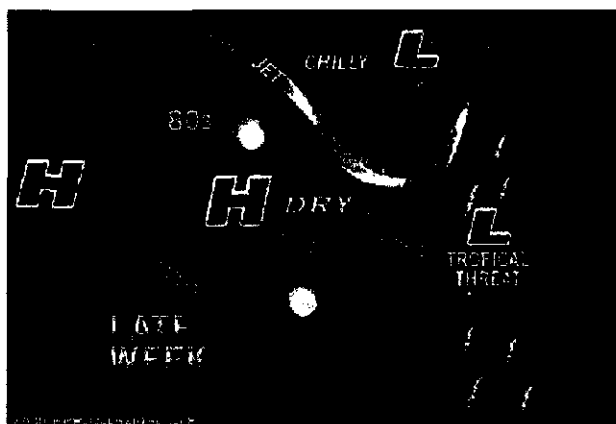
Looking Ahead

Topical Update

In his blog post for September 27, Dr. Jeff Masters from www.wunderground.com points out "Today, for the first day since August 20, the National Hurricane Center will not be issuing any advisories for an Atlantic named storm." As we mentioned last week, the past month has been very busy in the tropics; however, the Gulf of Mexico has been spared thus far. Tropical Storm Matthew serves as the latest storm to follow this trend after its path changed towards Central America last Friday. Congruently the natural gas futures market sold off heading into the weekend.

Right now the tropics are relatively quiet, but new forecasts are looking for the next named storm Nicole to form later this week. Early indications are that Nicole will be an East Coast threat as you can see from the Accuweather.com graphic below.

Typically as September comes to an end, many feel relief that we are nearing the end of Hurricane season. While we are certainly approaching the home stretch, we hesitate to say that we are out of the woods just yet. Hurricane season officially runs through mid-November and many forecasters will not be surprised in the least to see a major hurricane enter the Gulf in October.



Weather

The meteorological story currently topping headlines does not come from the tropics but rather from the weather on land. As extreme flooding hits Wisconsin, record temperatures are being felt out West. Los Angeles recorded a high of 113 degrees on Monday. The Accuweather graphics shows that the heat will continue through the end of the week and the NOAA 6-10 day graphical forecast on the right indicates that above average temperatures will continue out west into next week as well. While this heat is newsworthy, it is not likely to have as great an impact on natural gas demand as extreme weather in the higher consumption areas on the East Coast or Midwest would.

As October approaches, normal temperatures in the fall have less of an impact on the direction of natural gas futures prices. In the absence of extreme heat or extreme cold, natural gas consumption does not peak like it does in the middle of winter or in the middle of summer when natural gas is used for electric generation. What is more important this time of year is the forecasts that emerge for the upcoming winter. Right now, most forecasts are calling for normal to above normal temperatures for the winter. Not surprisingly, natural gas prices are taking these forecasts into account and that may be part of the reason why prices for the upcoming winter are as low as they are even though storage inventories for this year are not as high as they were at this time last year.

Looking Ahead (cont.)

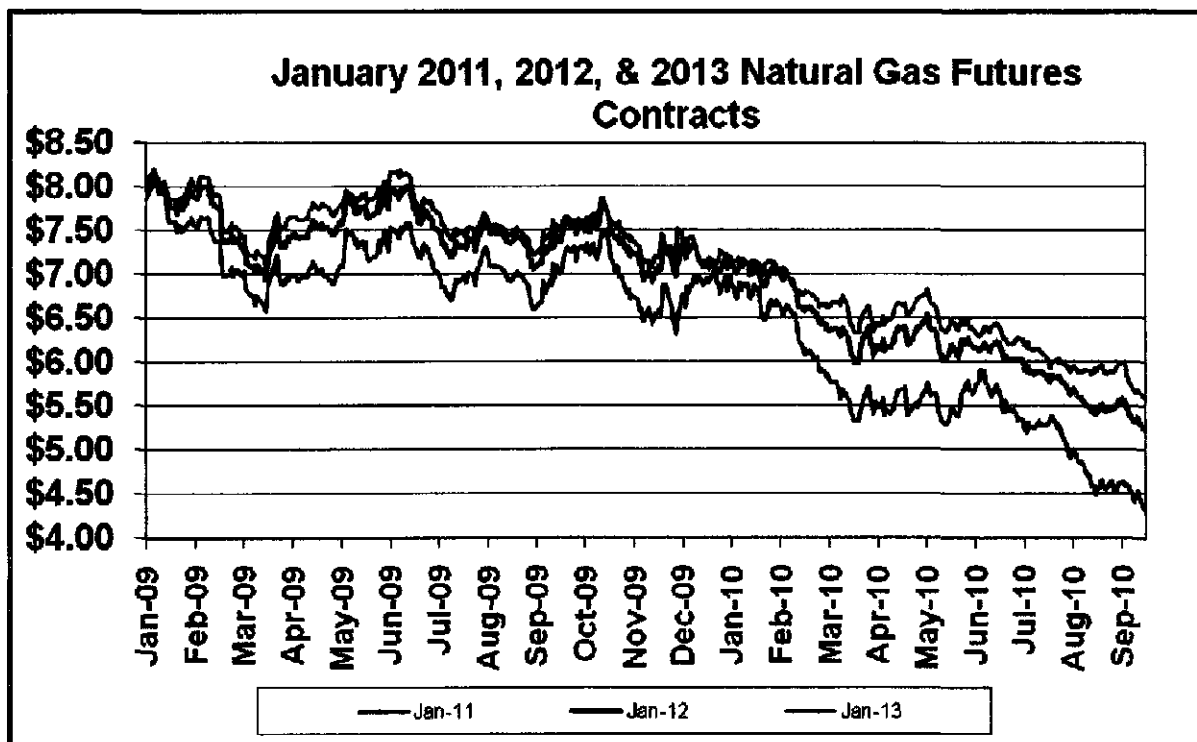
The NYMEX Natural Gas Futures Market

As mentioned above, pricing for this coming winter continues to fall. Below, we have included a graph that we have used quite often recently which illustrates not only how much this coming winter has dropped, but also shows some dramatic sell-offs in 2012 and 2013 as well. The graph charts the daily settlement price for the January 2011, January 2012, and January 2013 NYMEX natural gas futures contracts.

The clear cut take away from the graph is that January 2011 is approaching \$4 and has now dropped 50% in under two years. Slightly less obvious, but still very important, is the movement lower in the 2012 and 2013 months. While all three contracts began 2009 around \$8 per MMBtu, January 2012 is now trading below \$5.50 and January 2013 is just north of \$5.50. The fact that these two months have dropped despite not being the prompt winter, the winter nearest to now, shows just how weak natural gas prices have been over the past two years.

There are many factors at play in natural gas that can impact natural gas prices in the long term. In addition to traditional supply and demand factors, legislation as it relates to cap and trade, off-shore drilling in the light of the BP oil spill in the Gulf, and shale plays in natural gas will all help shape natural gas prices in the future. How these various issues play out and the extent of their impact remains to be seen, but end users should take this opportunity to consider a long term hedge strategy for their natural gas needs.

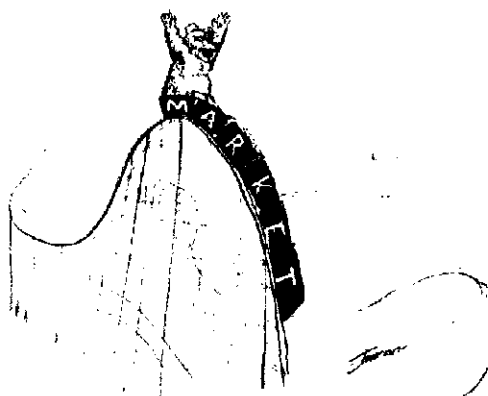
Looking at natural gas trading from this two year perspective shows a dramatic drop over a relatively short time period; however, as discussed in page 1, the daily movements in natural gas of late are far less decisive in direction. Over the past month, natural gas prices for the prompt month have remained rather stagnant as the market trades both north and south of \$4 per MMBtu. On a day to day basis, technical and fundamental analysts draw



Looking Ahead (cont.)

conclusions on where prices should be going. Sometimes these opinions vary and the market feels directionless. At other times, market participants may simply be waiting for the next big event before choosing its path. End users should observe the market from the big picture view as well as understand the day to day trading when making any hedging decisions.

We understand that this market may feel like a roller coaster with ups and downs coming one after another. An unexpected drop or turn could come at any time. All we can do is stay as informed as possible so that we can enjoy the ride as best we can.



Natural Gas Drivers and Their Impact on Future Prices

	Near Term 0 – 60 Days	Short Term 2 – 6 Months	Medium Term 6 – 12 Months	Long Term 1 – 5 Years
Supply	●	●	●	●
Storage	●	●	●	●
Demand	●	●	●	●
Weather	●	●	●	●
Economic Influences	●	●	●	●
Geopolitical Influences	●	●	●	●
Market Factors	●	●	●	●

Key: ● Bearish ● Bullish ● Neutral

If you have any questions or need more information please contact us:

- Toll-free at 1-877-923-4447
- Email at EnergyAdvisor@IGSEnergy.com
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