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FILE

September 9, 2011

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PUCO

Betty McCauley  
Chief of Docketing  
The Public Utilities Commission of Ohio  
180 E. Broad Street, 11th Floor  
Columbus, Ohio 43215

**Re: City of Shaker Heights; Case No. 06-0474-GA-GAG**

Dear Ms. McCauley:

Please find enclosed for filing in the above-referenced docket the final opt-out notice for residential and small commercial natural gas customers (who fit into the definition of non-mercantile customer under the Ohio Administrative Code of 500 Mcf per year or less). Pursuant to OAC § 4901:1-28-04(F): the affected community is named above; the utility service territory is Dominion East Ohio; the competitive retail natural gas supplier is Interstate Gas Supply, Inc.; and the opt-out notice is currently scheduled for mailing on or about September 20, 2011. The opt-out period is scheduled to end no later than October 14, 2011. The final text of the opt-out notice is enclosed.

If you have any questions regarding this filing please do not hesitate to contact me. Thank you for your assistance.

Very truly yours,

  
Mark Yurick

Enclosures

cc: Paula Garrettson, PUCO Staff (w/Enclosures)  
Ronald Waterman  
Terry Leach, AMPO, Inc.

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



SHAKER HEIGHTS

...0...

Dear City of Shaker Heights Resident or Business:

The City of Shaker Heights is providing you with the opportunity to participate with other Shaker Heights residents and small businesses in a natural gas opt-out aggregation program with IGS Energy (IGS) of Dublin, Ohio as your supplier of gas. Unless you notify IGS that you do not wish to participate, your participation in the City's Aggregation Program will automatically begin within one to two billing periods and end with your June 2012 billing period.

Under this Program, the City is acting on behalf of you and other participating natural gas consumers by negotiating a natural gas contract with a supplier. The residents of Shaker Heights voted to approve the creation of a natural gas aggregation program in November 2003 after City Council approved ordinance no. 03-100 on June 28, 2003. The City has been certified by the Public Utilities Commission of Ohio (PUCO) as a governmental aggregator. The City has had a contract with IGS to supply natural gas to the Program's participants since 2006, which has been extended through June 30, 2012.

Your price in this Program will be \$5.66 per MCF through your June 2012 billing period. This rate is the lowest fixed rate available in the marketplace according to the PUCO's "Apples to Apples" rate comparison chart of competitive suppliers as of September 8, 2011.

You will now be automatically enrolled in the Shaker Heights Natural Gas Aggregation Program unless you choose to "opt out" - that is, to not participate. In order to opt out, you must return the enclosed "Opt Out" Form or contact IGS Energy at 1-800-280-4474 by October 11, 2011. There is no charge to sign up and no charge to cancel. You do not need to do anything to be included. Please refer to the attached Terms and Conditions for full details of this offer.

Under the City's Aggregation Program, Dominion East Ohio will continue to maintain the pipeline system that delivers natural gas to your home or business. You will continue to receive a single bill from Dominion for your natural gas service. You will still contact Dominion regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Dominion.

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

Sincerely,

The City of Shaker Heights and IGS Energy

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

If the home or small business for which you have received this letter is not located within the city limits of Shaker Heights, you have received this letter in error. Please contact IGS Energy at 1-800-280-4474 to be removed from the aggregation mailing list.

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

|  |  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
|--|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--------------------------|----------------------|
|  | 13 digit account number as it appears on your Dominion East Ohio gas bill. |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
|  | <input type="text"/>   | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>     | <input type="text"/> |
| I wish to opt out of the City of Shaker Heights Natural Gas Aggregation Program. |  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
| Name (Please Print) _____  |  |                      |                      |                      |                      |                      |                      |                      |                      |                      | (Check box to opt out.)  |                      |
| Address _____  |  |                      |                      |                      |                      |                      |                      |                      |                      |                      | <input type="checkbox"/> |                      |
| City, State, Zip _____   |  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
| Phone Number _____   |  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
| Email Address _____  |  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
| Signature (REQUIRED) _____   |  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                          |                      |
|  |  |                      |                      |                      |                      |                      |                      |                      |                      |                      | CODE002                  |                      |

**Term:** The term of this government aggregation program (Program) will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my June 2012 billing cycle. IGS Energy (IGS) will supply the commodity portion of my natural gas and Dominion East Ohio (DEO) will continue to be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

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

**Contact and Dispute Resolution:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns 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 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS, or for general utility information, residential and business customers may call the PUCO toll free at 1-800-666-7826 or for TDD/TTY toll free at 1-800-666-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

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

**Price:** My price will be \$5.66 per MCF through my June 2012 billing cycle.

**Renewal:** The Program current period continues through the June 2012 NGDC billing period. The governmental aggregator will provide me an opportunity not less frequently than every two years, beginning with the commencement date of the program, to opt-out of the Program without penalty, as long as the Program continues.

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

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

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

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

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

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

## NOTICE

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

*Must be postmarked by October 11, 2011 to:*

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960