

September 7, 2012

Chief of Docketing  
Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Natural Gas Governmental Aggregation Opt-Out Notice to Current Customers in the Township of Austintown (Case Number 06-1499-GA-GAG).**

Enclosed please find a copy of the opt-out notice being sent to current customers in the community's natural gas aggregation program.

The mailing is currently scheduled to begin on or about September 17, 2012 and the opt-out period is currently scheduled to end on or about October 11, 2012.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Austintown Township and is filing this application on their behalf. IGS Energy is the competitive retail natural gas supplier and Dominion East Ohio is the local utility company.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com)

Sincerely,



Mark R. Burns  
President

Enclosures



Dear Resident or Small Business Owner:

Thank you for participating in the Austintown Township Natural Gas Governmental Aggregation Program. We are pleased to announce that the Austintown Township Trustees have selected IGS Energy of Dublin, Ohio as the new supplier of natural gas to program participants in the Township.

As you may recall, under governmental aggregation, Austintown Township acts on behalf of natural gas consumers in the Township to negotiate a gas supply contract with eligible suppliers. Both Austintown Township and IGS Energy have to be certified by the Public Utilities Commission of Ohio. Austintown Township voters approved the implementation of the program and Township Trustees approved Resolution 06-08-14-05 on December 11, 2006. The aggregation program for Austintown Township will transition to IGS Energy beginning with your November 2012 Dominion East Ohio (Dominion) billing period and end with your October 2014 billing period.

Your new price under the Austintown Township Natural Gas Aggregation Program will be **3.99 per MCF** through your October 2013 billing period. This new rate of 3.99 per MCF is the lowest fixed rate available in the marketplace according to the Public Utilities Commission of Ohio "Apples to Apples" rate comparison sheet of competitive suppliers as of August 30, 2012. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

**You will be automatically enrolled in the Austintown Township Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate.** There is no cost for enrollment and you do not need to do anything to be included.

**If you want to be excluded from the Austintown Township Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-800-280-4474 by October 11, 2012.** If you do not opt out at this time, you will be enrolled in the program until it expires with your October 2014 billing period. If you do nothing you will soon receive a letter from Dominion notifying you of your transfer to your community's new program with IGS Energy as your supplier. If you wish to remain in the program, simply ignore that letter.

Under this new program IGS Energy will deliver your gas to Dominion and then Dominion will deliver that gas to you. Dominion will maintain the pipeline system that delivers natural gas to your home or business. Dominion will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. 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. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel ([www.pickocc.org](http://www.pickocc.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

**Austintown Township and IGS Energy**

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

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

**You are not eligible to participate in this program if you are currently enrolled in the PIPP program. If you are already under contract with a competitive retail natural gas service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation program.**

13 digit account number as it appears on your Dominion East Ohio gas bill.

**I wish to opt out of the Austintown Township Natural Gas Aggregation Program.**

(Check box to opt out.)

Name (Please Print)\_\_\_\_\_

Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Phone Number\_\_\_\_\_

Email Address\_\_\_\_\_

Signature (REQUIRED)\_\_\_\_\_

**Term:** The community's opt-out government aggregation program ( the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **October 2014** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion East Ohio Gas Company will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O.Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

**Price:** My price through the October 2013 NGDC billing cycle shall be **\$3.99 per Mcf** which does not include applicable sales tax or NGDC transportation and other charges. Beginning with my November 2013 billing cycle through my October 2014 billing cycle my price will be determined by my community for any month or group of months by taking 109% of the applicable Nymex monthly price of gas plus \$0.415 per Mcf which does not include applicable sales tax or NGDC transportation and other charges.

**Renewal:** If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement sent date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

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

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

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-800-280-4474, by fax 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 Energy through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](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).

**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 the NGDC discontinues or materially alters its billing service, then IGS Energy may invoice me directly and if I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

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

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for residential and small commercial customers that use less than 500 MCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

NOTICE

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

*Must be postmarked by October 11, 2012 to:*

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

## **Frequently Asked Questions**

### ***What is Governmental Natural Gas Aggregation?***

Simply put, it's the entire community joining together to form one large buying group. By voting to allow an aggregation, residents allow their community to shop for natural gas on their behalf.

### ***What are the benefits of Gas Aggregation?***

When residents form one large buying group they have more buying power. The aggregation is in a better position to negotiate favorable pricing and supply terms than what could ordinarily be achieved by any one individual resident.

### ***How does a community become an Aggregator?***

The community must first get the approval of voters within the community to form a natural gas aggregation program. Upon a majority vote, community leaders will proceed through a series of steps to become certified as a Governmental Natural Gas Aggregator by the Public Utilities Commission of Ohio.

### ***Are there different types of Aggregations?***

Yes. A community may conduct an "Opt-Out" program or an "Opt-In" program. With Opt-Out programs, each eligible resident is automatically enrolled in the program unless they notify the supplier that they DO NOT wish to participate. With Opt-In programs, each resident must notify the supplier to actively enroll in the program. Opt-Out Aggregations are the most common types of aggregation programs.

### ***How do Opt-Out Aggregations work?***

The community seeks bids from Certified Retail Natural Gas Service Providers, such as IGS Energy. A qualified bidder is selected to supply the aggregation with its gas for a set period of time. An "Opt-out" notice is sent to each eligible community resident prior to the start of the aggregation. Each resident has at least 21 days from the postmarked date on the notice to contact the supplier to withdraw or "Opt-Out" of the program. After the "Opt-out" period, any resident not opting out will be submitted to the utility company for enrollment in the program. The utility company will send notice of the pending enrollment to each participating resident. Each resident will then have 7 days to rescind their enrollment in the program by contacting the utility company. After the 7 day rescission period, all participating customers are officially enrolled in the program. IGS Energy will appear as your supplier on your natural gas bill within one to two billing cycles after enrollment is verified by the utility.

### ***Are all residents of the community automatically included in Opt-Out Aggregations?***

No. In order to be included you must not be currently under contract with a natural gas supplier, or in other words, you must be taking service through your utility's Standard Choice Offer. You must be current on your utility bill payments and cannot be enrolled in the PIPP program. And finally, commercial customers in the community that consume more than 500 MCF per year do not qualify.

### ***Can I enroll if I do not receive an Opt-Out notice?***

Yes. During the initial enrollment, any eligible resident that does not receive an Opt-Out notice may contact IGS Energy directly to enroll on a congruent IGS Energy offer at the same price and term as the aggregation.

### ***Can I enroll with IGS Energy after the initial enrollment period?***

IGS Energy will always try to accommodate residents should they wish to enroll after the initial enrollment period. However, IGS Energy reserves the right to decline late enrollments depending on market conditions.

***Can I enroll with IGS Energy even if I currently purchase my gas from another supplier?***

Yes, you may enroll on IGS Energy's congruent offer at the same price and term as the aggregation; however, your supplier may charge an early termination fee. You should check the terms and conditions of your current contract for more information.

***What happens if I'm part of the program and I move?***

A resident moving within the same community can stay in the aggregation by providing IGS Energy with their new address. If a resident moves out of the community or does not provide IGS Energy their new address, their participation will end and no early termination fee will apply.

***Can I leave the program and return to the utility or enroll with a different supplier?***

Yes. Residents may leave the program at any time. If you leave the program it may take one to two utility billing cycles before the switch appears on your utility bill.

***Does my utility still send my monthly bill?***

Yes. Your current service will not change. Your utility will still send you your monthly bill, read your meter and respond to all service calls. IGS Energy will appear on your bill as your natural gas supplier.

***My friend lives in a nearby community and has a different rate from IGS Energy than mine. Why?***

Natural gas prices are volatile. Market rates change often and quickly. Price differences between communities exist for a number of reasons but primarily due to differing contract terms and the dates on which pricing was secured.

***How do I contact IGS Energy?***

Our customer service department is open from 8 am to 8 pm EST Monday through Friday. You may call us toll free at 1-800-280-4474.

Contact us via our website at: [www.igsenergy.com](http://www.igsenergy.com)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**Case No(s). 06-1499-GA-GAG**

Summary: Opt-Out Notice Opt Out Notice being sent to current customers in the natural gas program. electronically filed by MARK R BURNS on behalf of Austintown Township