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341 White Pond Dr.
Akron, Ohio 44333
Phone: 330-315-7282
Fax: 330-315-9458
E-mail: everharts@e-grp.com

March 25, 2009

Ms. Renee' Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad St., 13th Floor
Columbus, OH 43215-3793

PUCO

2009 MAR 26 AM 9:25

RECEIVED - DOCKETING DIV

Re: Opt-Out Notice for the City of Marion, Ohio
Case Number 02-1771-GA-GAG

On behalf of the City of Marion, The E Group is submitting a copy of the opt-out notice to be sent to eligible residents and small commercial business owners per definition of OAC 4901:1-28-04. The utility service territory is Columbia Gas of Ohio and the competitive retail natural gas supplier is Volunteer Energy Services, Inc. The op-out notice is currently scheduled for mailing on or about April 4, 2009. The opt-out period is scheduled to end on May 1, 2009.

If you have any questions, please contact me at 330-315-7282.

Sincerely,

Stephanie Everhart

Stephanie Everhart,
Energy Advisor

Encls.

Cc: Edith Binford, Jim Drummond, Paula Garreltson

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Technician BM Date Processed MAR 26 2009



**The City of Marion Natural Gas Governmental Aggregation Program
Selects a GUARANTEED SAVINGS OFFER
with Volunteer Energy Services, Inc.**

April 4, 2009

Dear City of Marion Resident,

The City of Marion is providing you with the opportunity to join with other residents to save money on the natural gas you use. Savings are possible through a concept called government aggregation; where City Voters elected to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. The City of Marion voters approved this program in November 6, 2001.

Pursuant to the Program's By-Laws, during the past few months we have researched options for competitive natural gas pricing. The best alternative selected is an Ohio based corporation Volunteer Energy Services, Inc. (VESI) to provide you with natural gas – or the competitive portion of your natural gas bill – for the term of June 1, 2009 through May 30, 2011. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. *While you may have received other solicitations for natural gas supply, this is the City's official authorized program.*

For members of this program, VESI has offered to provide natural gas to Aggregation Members at nearly 10% off of Columbia Gas of Ohio's monthly Gas Cost Recovery rate charge (exclusive of sales tax)! In addition to the assurance of monthly gas savings, there are also no early termination penalties if you decide to leave this offer. If Columbia Gas of Ohio exits the mercantile function, eliminating the Gas Cost Recovery Rate, VESI will notify you of any change in pricing structure via us postal mail. Please be aware, Columbia Gas of Ohio will always be responsible for ensuring the transmission of natural gas to your premises.

City of Marion residents: You have until May 1, 2009 to return the attached "opt-out" form if you wish to be excluded from the City's natural gas government aggregation program and remain a full-service customer of Columbia Gas of Ohio. You must return the attached "opt-out" form if you do not wish to participate. If you do not opt out at this time, you will receive a notice at least every two years asking if you wish to remain in the program.

After you become a participant in this government aggregation program, Columbia Gas of Ohio will send you a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your contract with VESI within ten days of its postmark. To remain in the City's government aggregation program, you do not need to take any action when this letter arrives.

Columbia Gas of Ohio will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas invoice will continue to come from Columbia Gas of Ohio. The only thing you'll notice is savings.

If you have any questions, call VESI toll-free at 1-800-977-8374 ext 2951, Monday through Friday, 9 a.m. to 5:00p.m.

Regards,
Mark Skaggs
Volunteer Energy Services, Inc.

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. VESI's purpose is to provide to its members the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to VESI's customers. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangements: VESI's energy supplies will be delivered to your residence or facilities via the utility's pipelines. Natural gas supply will be provided for your facilities by VESI on a cost per Mcf/Ccf basis. The price will vary from month to month and will be based upon a pricing mechanism of 10% off of Columbia Gas of Ohio's monthly Gas Cost Recovery plus \$.005 per ccf. If Columbia Gas of Ohio exits the mercantile function, eliminating the Gas Cost Recovery Rate, VESI will notify you of any change in pricing structure via us postal mail.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue until May 31, 2011 on a month-to-month basis until terminated pursuant to the terms of this Agreement. Natural gas service will begin within 60 days of approval. Customers supply Agreement with VESI and natural gas service can be terminated on 30-day notice in writing to VESI. The local natural gas utility will provide transportation of that natural gas at rates approved by the Public Utilities Commission of Ohio.

Office Locations and Hours: VESI's offices are located at 790 Windmill Dr. Pickerington, Ohio, 43147 and are open from 9:00 AM to 5:00 PM E.S.T., Monday through Friday. VESI can be reached by telephone at 614-328-2951 or toll free at 800-977-8374 ext 2951. Telephone service hours are from 9:00 AM to 5:00 PM E.S.T., Monday through Friday.

Bill Payment Process: The utility will continue to bill you for their delivery services and also for VESI's natural gas supplies. Your monthly invoice will contain the utilities transportation charges and VESI's gas supply charges and is due by the date published on the invoice. VESI may terminate your membership and natural gas supply agreement upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 800-977-8374. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge. If VESI's staff cannot remedy your dispute, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) (website www.puco.ohio.gov) at 1-800-686-7826 or, for the hearing impaired, 1-800-686-1570 weekdays from 8:00 a.m. to 5:30 p.m. Additionally, the Ohio Consumers' Council (OCC) represents residential customers in matters before the PUCO. The OCC may 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.

Amendment to Agreement: VESI and Customer may amend VESI's Supply Agreement from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice. Notice of any such change is public information and may be announced by any one of or variation of the following methods; local newspaper press release, local radio station announcement, written communications to participants or update on City's website.

Calls for Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: We may verify your credit history with a credit reporting company upon your application for membership in VESI. Determination of credit worthiness will be by generally accepted business practices.

Termination/Rescission of Agreement: You may rescind your natural gas supply agreement with VESI within seven (7) days of signing a supply agreement by notifying us in writing at the address identified above. After the initial seven (7) day period, either you or we may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services but there is no termination fee charged by VESI. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate your membership in VESI, it is possible that Columbia Gas of Ohio may charge you more than their gas cost recovery rate. There will be no early termination fees associated with the City's guaranteed savings rate. This Agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by the incumbent natural gas company; (2) the customer moves outside the area served by the incumbent natural gas company or VESI; and (3) VESI's determines to terminate your supply agreement and returns you to the incumbent natural gas company. Natural gas may only be shut off by the utility under procedures approved by the Public Utilities Commission.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

VESI's guaranteed savings excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must 1.) have a residence or business located in the City of Marion 2.) be eligible to receive natural gas from Columbia Gas of Ohio 3.) meet Ohio non-mercantile requirements 4.) be current with your natural gas payments 5.) not be enrolled in the PIPP program and 6.) not take supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the City of Marion, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the opt-out form only if you do not want to participate in the City's municipal aggregation program.

OPT-OUT FORM – CITY OF MARION RESIDENTIAL MUNICIPAL AGGREGATION PROGRAM

By returning this signed form, you will be excluded from the opportunity to join with other residents in the City of Marion Municipal Aggregation Program.

I wish to opt out of the City of Marion Municipal Aggregation Program. (Check box to opt out.) ☐

Service address: _____

Phone number: _____ Account number: _____

Printed name: _____

Account holder's signature: _____ Date: _____