

Phone: 330 995-2675 Toll Free: 888 862-6060 Fax: 800 574-4508 naturaldas-electric.com

September 27, 2011

Public Utilities Commission of Ohio Docketing Division, 11th Floor 180 East Broad Street Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV 2011 SEP 28 PH 1:55 2011 SEP 28 PH 1:55

RE: Natural Gas Governmental Aggregation Opt-Out Notice to Newly Eligible Customers in the Village of Silver Lake (Case Number 02-1678-GA-GAG).

Enclosed please find an original and ten copies of the opt-out notice being sent to newly eligible customers in the community's natural gas aggregation program. Vectren Source is competitive retail natural gas supplier and the local utility is Dominion East Ohio Gas.

The mailing is currently scheduled to begin October 8, 2011 and the opt-out period is currently scheduled to end on or about November 1, 2011.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the Village of Silver Lake and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at <u>mburns@naturalgas-electric.com</u>

Sincerely,

RBum

Mark R. Burns President

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business Technician Date Processed



Village of Silver Lake Natural Gas Program



October 8, 2011

Dear Silver Lake Natural Gas Customer:

Vectren Source is pleased to serve as the endorsed supplier for your Village's Natural Gas Program. Vectren Source, in cooperation with the Village of Silver Lake, is providing residents and small commercial customers the opportunity to join the Village's Program. This phase of the Natural Gas Program will begin with your December 2011 billing cycle and end with your April 2012 billing cycle.

During this period, Village of Silver Lake Officials have elected to lock in a fixed rate of \$5.58 per thousand cubic feet of gas (MCF). If you elect to join the Program, the fixed rate offer stabilizes your rate for natural gas through your April 2012 billing cycle. It will also protect you against potential rate spikes this winter when you are likely to consume most of your natural gas.

Before the end of your April 2012 billing cycle, your community may negotiate a new rate on your behalf. Please see the enclosed Terms and Conditions of this offer for full details.

If you wish to be included in the Program, you must take one of the following actions prior to November 1, 2011:

- 1. Call Vectren Source toll free at 1-866-200-5567, or
- 2. Return the attached enrollment card to Vectren Source, or
- 3. Enroll online at www.getnaturalgas.com/silverlake

Again, the Village has established a stable rate of \$5.58 per MCF through the April 2012 billing cycle. If you choose to join the Natural Gas Program, you will receive a confirmation letter from Dominion East Ohio Gas ("DEO") advising you of your impending transfer to Vectren Source, and advising you to contact DEO if you do not wish to be included in the Program. If you would like to participate in the Program, simply ignore that letter.

If you are already enrolled with another natural gas supplier, please check the terms and conditions of any existing agreement before you enroll in the Village of Silver Lake Natural Gas Program.

Keep in mind that DEO remains your utility company and will deliver the natural gas to your service location, respond to any emergencies, and send and process your bills. DEO will continue to offer budget billing and automatic billing options.

If you have any questions, please call Vectren Source at 1-866-200-5567 during the hours of 8:00 a.m. to 6:00 p.m. Eastern time, Monday through Friday. 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) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

We are pleased to serve the residents and small businesses in the Village of Silver Lake.

Sincerely,

Tami Wilson Vectren Source President

If the home or small business for which you have received this letter is not located within the jurisdictional limits of the Village of Silver Lake you have received this letter in error. Please contact Vectren Source at 1-866-200-5567 to be removed from the mailing list.



P.O. Box 3037 · Evansville, IN 47730-3037

Address Service Requested

JOHN A. SAMPLE 1234 MAIN STREET ANYTOWN USA 12345-6789 **Enrollment Form on Reverse Side**

Village of Silver Lake Natural Gas Program

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Terms and Conditions

Parties: Vectren Retail, LLC ("VECTREN SOURCE") will supply the commodity portion of my ("Customer") natural gas as part of my community's Natural Gas Program ("Program"). Dominion East Ohio Gas ("DEO") will remain my Natural Gas Distribution Company ("NGDC").

Term: The term of this Agreement will begin with initial gas deliveries enabled by the Program and will continue through the April 2012 billing cycle.

Earoliment: Earoliment: Customer's service with VECTREN SOURCE will commence upon the successful completion of the Program's enrollment period and the associated enrollment and/or renewal process with DEO, which is expected to commence within one or two billing cycles following completion of the enrollment period.

Rate: Customer will enjoy a fixed rate product for natural gas. The price will be \$5.58 per Mcf for the Customer's gas flow period beginning as early as the December 2011 billing cycle and ending with the April 2012 billing cycle. If Customer's community extends the Program, Customer may be advised of Customer's options at that time.

Regulatory Jurisdiction: Competitive retail access pursuant to which VECTREN SOURCE shall supply natural gas is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). If the PUCO terminates or materially changes the conditions upon which VECTREN SOURCE can sell Customer natural gas, then both Customer and VECTREN SOURCE have the right to terminate this Agreement without penalty to either party.

Billing: VECTREN SOURCE will place its charges for the natural gas delivered on Customer's DEO bill. VECTREN SOURCE's commodity charge will be separately identified among those charges Customer regularly receives from DEO. Customer agrees to pay VECTREN SOURCE's commodity charges in accordance with the payment procedures implemented by DEO. Should Customer fail to pay the DEO bill or fail to meet any agreed upon payment arrangement, Customer's service may be terminated in accordance with the DEO tariff, and this Agreement may be terminated.

Customer Service: Should Customer have any questions or comments concerning VECTREN SOURCE's services, Customer can call VECTREN SOURCE toll free at 1-866-306-8136 during the hours of 8:00 a.m. to 6:00 p.m. EST, Monday through Friday, contact VECTREN SOURCE by mail at P.O. Box 3037, Evansville, IN 47730-3037 or by e-mail at customercare@vectrensource.com. Should a dispute arise between Customer and VECTREN SOURCE that cannot be resolved by a VECTREN SOURCE Customer Service Representative, then that dispute will be referred to a VECTREN SOURCE Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's complaint is not resolved after Customer has called VECTREN SOURCE, 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 5:00 p.m. weekdays, or visit the OCC website at <u>www.pick.occ.org</u> or as otherwise specified by the OCC.

Rescission and Cancellation of Contract: If Customer is a new participant to the Program, DEO will send Customer a letter confirming Customer's enrollment with VECTREN SOURCE. Customer has seven (7) business days from the postmark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by contacting DEO at 1-800-362-7557. If Customer voluntarily returns to DEO after having selected VECTREN SOURCE as Customer's marketer, Customer may be charged a price other than the DEO standard sales rate. Also, should Customer decide to switch from one marketer to another, DEO may impose a switching fee if provided for by the DEO tariff. If Customer is a current participant of the Program and wishes to cancel participation, Customer may contact VECTREN SOURCE at 1-866-306-8136 and VECTREN SOURCE will process Customer's request. This request to cancel will become effective on Customer's next regularly scheduled meter reading date.

Contract Termination: This Agreement shall terminate automatically if: a) the requested service location is not served by DEO; b) Customer relocates; or c) VECTREN SOURCE returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement if: a) Customer relocates; or b) for the same reasons that VECTREN SOURCE has a right to terminate this Agreement. If this Agreement is terminated for any reason and Customer returns to utility sales service, Customer may be charged prices other than the DEO standard sales rate.

Payment Information: Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by VECTREN SOURCE.

Non-disclosure of Information: VECTREN SOURCE will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

Assignment: This contract is assignable by VECTREN SOURCE without Customer's consent subject only to any regulatory approvals.

Eligibility: This Agreement is for residential and small commercial customers who satisfy PUCO and DEO tariff eligibility criteria. Also, VECTREN SOURCE reserves the right at any time to terminate service to Customer locations that consume more than 500 Mcf per year and return Customer to DEO with no penalty to either party. Further, participation in the Program is subject, in part, to the rules implemented by DEO and, as a result, customers are sometimes terminated from the competitive retail access program. Regardless of the reason for termination, in no case will the Term be extended for months that Customer was unable to participate nor will VECTREN SOURCE have any liability for any early termination or for any months that Customer was unable to participate in the Program.

Limitation of Liability: VECTREN SOURCE assumes no liability or responsibility for losses or consequential damages arising from items associated with DEO, including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does VECTREN SOURCE 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.

Excuse of Performance: If an event of Force Majeure occurs, the prevention of which is beyond the control of VECTREN SOURCE (including, but not limited to, an Act of God, an extraordinary weather problem, a failure of the utility's distribution system, a civil disturbance or a national emergency), that prevents VECTREN SOURCE from performing VECTREN SOURCE's obligations under these terms and conditions of Agreement, VECTREN SOURCE's performance obligations shall be considered excused.

	Enrollment Form	Village of Silver Lake	e Natural Gas Program	
Ð	By returning this signed form, you will be enrolled in the Village of Silver Lake Natural Gas Program.			Ð
	Dominion East Ohio account holder name (please print clearly):	Account Holder's Signature:		_
	For Service Address: Sample Address Printed Here	Phone Number: ()	Date:	
	Special Offer ID Number:			
	To be included in the program you must include your 13 digit DEO Account number exactly as it appears on your bill.			

