

February 10, 2012

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 Newly Eligible Customers in the Village of Silver Lake (Case Number 02-1678-GA-GAG).**

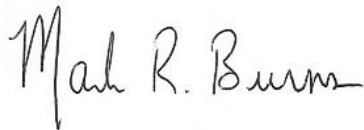
Enclosed please find a copy of the opt-out notice being sent to newly eligible customers in the community's natural gas aggregation program.

The mailing is currently scheduled to be delivered on or after February 21, 2012 and the opt-out period is currently scheduled to end on or after March 13, 2012.

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



Natural Gas  
Governmental Aggregation Program



February 20, 2012

Dear Village of Silver Lake Natural Gas Customer:

Vectren Source is pleased to continue serving as the natural gas supplier for your Village’s Governmental Aggregation Program. Vectren Source, in cooperation with the Village of Silver Lake is providing you with the opportunity to join the other Silver Lake residents and small commercial customers in the Natural Gas *Governmental* Aggregation Program. Village Council previously approved an ordinance authorizing the creation of a program that automatically aggregates natural gas consumers within your Village limits in order to maximize the buying power of its citizens. In November 2001, the Village voters authorized the Council to create this purchasing group. Since that time, the Village has: (a) become certified by the Public Utilities Commission of Ohio as a Government Aggregator; (b) approved a Plan of Operation and Governance; and (c) decided to continue the opt-out program. This phase of the Aggregation Program for the Village of Silver Lake will begin with your May 2012 billing cycle and end with your April 2014 billing cycle.

**You will be automatically enrolled in The Village of Silver Lake Natural Gas Aggregation Program at no cost.** If you choose to opt-out of this program, you will revert to gas supply service through Dominion East Ohio Gas (“DEO”) unless you choose another competitive supplier. **If you wish to be excluded from this Program, you must return the enclosed “opt-out” postcard within 21 calendar days of the postmark date on this notice, or you can call Vectren Source, toll free, at 1-866-200-5567.** If you do not opt-out at this time, you will be enrolled in the program until it expires with your April 2014 billing cycle.

**The Village has established a low fixed rate of \$3.84 per MCF through your November 2012 billing cycle.** The subsequent months will be calculated as shown in the “Rate” section of the accompanying terms and conditions. Subsequent rates may vary by month or may be fixed for another period of time as determined by your community.

If you become a new member in the aggregation group, you will receive a letter from 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. Again, if you would like to participate in the Aggregation Program, simply do not respond to that letter.

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** between 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 (<http://www.pickocc.org>) or the Public Utilities Commission of Ohio (<http://www.puco.ohio.gov>).

We are pleased to continue serving the residents of Silver Lake.

Sincerely,  
  
Cory Byzewski  
Vice President, Vectren Source

*P.S. Remember to return the “Opt-Out” form or call Vectren Source only if you do not wish to participate in the Village of Silver Lake Natural Gas Aggregation Program.*

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 this mailing list.

Vectren Source is not the utility. Vectren Source is not an affiliate of Vectren Corporation. Vectren Source is a trademark of Vectren Corporation and is being used pursuant to license. Service is provided by a Direct Energy company.



P.O. Box 3037 • Evansville, IN 47730-3037  
  
Address Service Requested

Village of Silver Lake  
Natural Gas  
Governmental Aggregation Program

\*\*\*\*\* postal presort \*\*\*\*\*  
JOHN A. SAMPLE  
1234 MAIN STREET  
ANYTOWN USA 12345-6789  
|||||

Terms & Conditions

**Parties:** Vectren Retail, LLC (“VECTREN SOURCE”) will supply the commodity portion of my (“Customer”) natural gas as part of my community’s Governmental Aggregation 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 2014 billing cycle (“Current Term”). Vectren Source is not the utility. Vectren Source is not an affiliate of Vectren Corporation. Vectren Source is a trademark of Vectren Corporation and is being used pursuant to license. Service is provided by a Direct Energy company.

**Enrollment:** Customer’s service with VECTREN SOURCE will commence upon the successful completion of the Program’s opt-out period and enrollment or renewal process with DEO, which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Rate:** The rate has been established at \$3.84 per MCF beginning as early as the May 2012 billing cycle and ending with the November 2012 billing cycle. The subsequent months will be calculated using the applicable weighted (NYMEX Price x 1.025) plus \$.90 per MCF. This price formula will be used to set each monthly price or, at the direction of the community to set a stable price for any period through the April 2014 billing cycle. If the NYMEX price is not otherwise triggered by the community, the NYMEX Settle for the month of gas flow will be used for the NYMEX value in the formula.

**Regulatory Jurisdiction:** The Governmental Program as well as 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 Program is terminated by the PUCO, 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.

**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. Eastern Time, 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](mailto: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 contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers’ counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**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 the Customer’s request. This request to cancel will become effective on the 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 utility standard sales service 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.

Opt-Out Form Village of Silver Lake Natural Gas Governmental Aggregation

By returning this signed form, you will be excluded from the opportunity to join other customers in the Village of Silver Lake Natural Gas Governmental Aggregation

☐ I wish to opt out of the Silver Lake Natural Gas Governmental Aggregation Program (Check box to opt out.)

Dominion East Ohio account holder name (please print clearly):

Account Holder’s Signature:

Service Address: (Street Address, Village and Zip)

Phone Number:  
(       )

Date:

13-digit account number as it appears on your natural gas bill:  
**0000123456789**

If the 13-digit account number that appears above is incorrect, please print the correct 13-digit account number in the space provided below:



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

**Commission of Ohio Docketing Information System on**

**2/10/2012 5:25:39 PM**

**in**

**Case No(s). 02-1678-GA-GAG**

Summary: Opt-Out Notice Natural gas governmental aggregation opt-out notice to newly eligible customers in Village of Silver Lake. electronically filed by MARK R BURNS on behalf of Village of Silver Lake