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September 19, 2014

VIA ELECTRONIC FILING

Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 E. Broad Street
Columbus, Ohio 43215


Re: City of Washington Court House
Case # 09-0043-GA-GAG

Dear Sir/Madam:

Please find enclosed for filing in the above-referenced case record the opt-out notices for new eligible residential and small commercial natural gas customers in the City of Washington Court House. The opt-out notice will be mailed on October 1, 2014 with a response due date of October 22, 2014.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.


John L. Einstein, IV, Esq.



City of Washington Court House



October 1, 2014

Dear City of Washington Court House Resident,

The City of Washington Court House is providing you with the opportunity to join with other residents in its natural gas aggregation program. **If you have received this letter and are not within the boundaries of Washington Courthouse, please let us know by calling 800-977-8374 extension 2345.** Savings are possible through a concept called government aggregation; where city officials 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. City of Washington Court House voters approved this program in November 2008.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen Volunteer Energy Services, Inc. (VESI), an **Ohio** based corporation to provide you with natural gas for the term of **December 2014 through September 2015.**

Type of Service: **Vectren Energy Delivery of Ohio Customer Choice**

Delivery Point: **Customers Burner Tip**

Price: Volunteer Energy will deliver natural gas at a fixed rate of **\$0.506/Ccf through March 2015.** After that, the rate may return to a variable rate of NYMEX month-end close plus \$0.10/Ccf at the burner tip through September 2015.

After you become a participant in the City's natural gas aggregation program, Vectren Energy Delivery of Ohio will send 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 enrollment with VESI within seven business days of its postmark date. **To participate in the City's government aggregation program, you don't need to take any action when this letter arrives. You will be enrolled. To opt-out, please complete and mail the attached opt-out form by October 22, 2014.**

Vectren Energy Delivery of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Vectren Energy Delivery of Ohio. The only change you'll notice is savings and the name of your new gas supplier, VESI, included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374, Monday through Thursday, 8:30 a.m. to 4:00 p.m.

Regards,

Joe Denen
City Manager
City of Washington Court House
&
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 customers 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 on a cost per Ccf basis. The price will be a fixed rate of \$.0506/Ccf at the burner tip. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge. A new price may be negotiated at the end of the term.

Term: The term of this Agreement shall commence on **December 1, 2014** and shall continue until **March 31, 2015**. Natural gas service will begin within 60 days of acceptance by Vectren Energy Delivery of Ohio. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Vectren Energy Delivery of Ohio will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. VESI can be reached by telephone toll free at 800-977-8374. Telephone service hours are from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. E-mail address is jsmith@volunteerenergy.com

Bill Payment Process: Vectren Energy Delivery of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Vectren Energy Delivery of Ohio may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at **800-977-8374**. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or, for TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Council (OCC) for assistance with complaints and utility issues toll free at 1-877-742-5622 from 8:30 a.m. to 4:00 p.m. weekdays or visit www.pickocc.org.

Amendment to Agreement: VESI 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 Cities website.

Emergency 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: If VESI is performing billing services, other than for operation, maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

Termination/Rescission of Agreement: You may rescind your natural gas supply enrollment with Vectren Energy Delivery of Ohio within seven (7) days of the post mark date of the confirmation notice from Vectren Energy Delivery of Ohio. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services. 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 participation in the City's natural gas governmental aggregation program, you may be charged a price other than the Vectren Energy Delivery of Ohio regulated sales service rate. **There will be no early termination fees associated with the City's saving rate.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Vectren Energy Delivery of Ohio; (2) you move outside the Vectren Energy Delivery of Ohio service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, if you relocate.

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; (2) be eligible to receive natural gas from Vectren Energy Delivery of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the City, 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 WASHINGTON COURT HOUSE MUNICIPAL AGGREGATION PROGRAM

I wish to opt out of the City of Washington Court House Municipal Aggregation Program (Check box to ☐ Opt-out)

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature:

Mail by October 22, 2014 to: City of Washington Court House Municipal Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 09-0043-GA-GAG

Summary: Opt-Out Notice For New Customers electronically filed by Mr. John L Einstein IV,
Esq. on behalf of City of Washington Court House