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August 27, 2015

**VIA ELECTRONIC FILING**

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> 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 existing eligible residential and small commercial natural gas customers in the City of Washington Court House. The opt-out notice will be mailed on September 8, 2015 with a response due date of September 29, 2015.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

*/s/ John L. Einstein, IV, Esq.*

John L. Einstein, IV, Esq.



## *City of Washington Court House*



September 8, 2015

Dear City of Washington Court House Resident,

As a member of your City's Government Aggregation Program you will receive notice of price changes and contract renewals. The City of Washington Court House voters approved this program in November, 2008.

We researched options for competitive natural gas pricing for you. We have chosen Volunteer Energy Services, Inc. (VE), an Ohio based corporation licensed by the Public Utilities Commission of Ohio, as the supplier for this program.

Type of Service: **VECTREN Customer Choice**

1. **Your Term:** October, 2015 through September, 2016
2. **Delivery Point:** Customers Burner Tip
3. **Price:** Fixed rate of \$.45 per Ccf (100 cubic feet) through March, 2016. After that, the rate will be a variable rate of NYMEX month end close plus \$.105/Ccf through September, 2016 unless otherwise negotiated.

As required by law, this letter will inform you of your option to cancel your enrollment with VE within seven business days of its postmark date. To remain in the City's government aggregation program, you don't need to take any action when this letter arrives. **If you wish to opt-out, please complete and mail the attached opt-out form by September 29, 2015.**

VECTREN 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. The only change you'll notice is how your gas is priced and the name of your new gas supplier, VE, included on your bill.

If you have any questions, please call Volunteer Energy 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

and

Volunteer Energy Services, Inc.

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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 \$.45 per Ccf at the burner tip through March 2016 and then to a variable rate of NYMEX month end close plus \$.105 per Ccf through September 2016 unless otherwise negotiated. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge. A fixed price may be negotiated anytime during the term of this agreement with a thirty (30) day notice to.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue until **September 30, 2016**. Natural gas service will begin within 60 days of acceptance by Vectren Energy Delivery of Ohio ("Vectren"). You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Vectren 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 Friday. E-mail address is [cmunn@volunteerenergy.com](mailto:cmunn@volunteerenergy.com).

**Bill Payment Process:** Vectren 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 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 1-800-977-8374. Upon request, VE will provide to you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VE, 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). Additionally, the Ohio consumers' council (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>.

**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 within seven (7) days of the post mark date of the confirmation notice from Vectren. 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 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; (2) you move outside the Vectren 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; (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 RESIDENTIAL 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: \_\_\_\_\_

Mail by **September 29, 2015** 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**

**Commission of Ohio Docketing Information System on**

**8/27/2015 2:22:51 PM**

**in**

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

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