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October 22, 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 Sylvania  
Case # 02-2507-GA-GAG

Dear Sir/Madam:

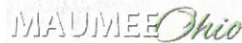
Please find enclosed for filing in the above-referenced case record the opt-out notices for eligible residential and small commercial natural gas customers in the City of Sylvania. The opt-out notice will be mailed November 9, 2015 with a response due date of November 30, 2015.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

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

John L. Einstein, IV, Esq.



## NORTHWEST OHIO AGGREGATION COALITION (NOAC)

November 9, 2015

Dear Natural Gas Consumer,

Your Community Officials have selected Volunteer Energy Services, Inc. (VESI), an Ohio Corporation, to provide you with the opportunity to join with other residents and small commercial customers in the Community's natural gas Government Aggregation Program. Government Aggregation programs allow Community officials 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. Voters of each NOAC community approved this program as follows: Village of Holland in May, 2002; Lake Township in January, 2004; Lucas County in July, 2001; City of Maumee in November, 2002; City of Northwood in July, 2001; City of Oregon in January, 2002; Village of Ottawa Hills in August, 2010; City of Perrysburg in August, 2001; City of Sylvania in July, 2001; City of Toledo in August, 2001.

***You will be automatically enrolled in our community's Natural Gas Government Aggregation Program unless you choose to "opt out"*** – that is, affirmatively choose not to participate. If you wish to be excluded from the natural gas aggregation program, you must return the enclosed "Opt-Out" form by November 30, 2015. Otherwise, you will be included in the aggregation program. You do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

**The opt-out aggregation program is for the period of December 2015 through April 2017. For participating members, VESI has offered to provide natural gas at a rate 10% lower than the Columbia Gas SCO adder making your adder \$.1161 per Ccf (100 cubic foot), through March 31, 2016. For the remaining term VESI will continue such savings percentage compared to the new SCO adder rates provided there is no material change in those adders. Regardless of any other factor VESI guarantees its adder will never be higher than the current SCO (exclusive of sales tax) at the burner tip, for the balance of the term which includes billing cycles ending on or before April 30, 2017. If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.**

After you become a participant in the Community's natural gas aggregation program, Columbia Gas 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 remain in the Village's government aggregation program, you do not need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas 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 Columbia Gas of Ohio. The only change you will notice is 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 Friday, 8:30 a.m. to 4:00 p.m.

Sincerely, Your Community and 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. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via the utilities pipeline. [Municipality] has elected VESI's "Savings Program." This program price is guaranteed to be at or below the Columbia Gas SCO price for Columbia Gas for the duration of the Term. Until April 2016, Aggregation Members will receive a ten percent (10%) discount from the current SCO Adder of \$1.29/Mcf. Absent a material deviation from the current SCO adder in future years, Volunteer will continue to serve the program gas at a percentage savings price under the then-current SCO price for the balance of the Term. The initial cost will be Month End NYMEX close plus an Adder of \$1.161/Mcf through March 30, 2016. In addition there are no early termination penalties for Aggregation Members who decide to leave this offer during the Term. Upon acceptance by the utility company the cost will be Month End NYMEX month end close plus and Adder of \$1.161/Mcf through March 30, 2016. This rate includes \$0.002 per Ccf administrative consulting fee arising from your Community's oversight of the program.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue through April, 2017 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas 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 Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374 option 1. Telephone service hours are from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. E-mail address is [cmunn@volunteenergy.com](mailto:cmunn@volunteenergy.com)

**Bill Payment Process:** Columbia Gas 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, Columbia Gas 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 from your community. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. 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 your community's 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 Columbia Gas of Ohio within seven (7) days of the post mark date of the confirmation notice from Columbia Gas. 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 Community's natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. **There will be no early termination fees associated with the Community's program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas; (2) you move outside the Columbia Gas 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, for any reason at any time.

**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 fixed rate 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 NOAC; (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 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 NOAC, 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 Community's Governmental Aggregation program.*

**OPT-OUT FORM FOR THE NOAC GOVERNMENTAL AGGREGATION PROGRAM**

I wish to opt out of the NOAC Governmental Aggregation Program  
Service Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

**Mail by November 30, 2015 to: NOAC Governmental 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**

**10/22/2015 2:51:59 PM**

**in**

**Case No(s). 02-2507-GA-GAG**

Summary: Opt-Out Notice electronically filed by Mr. John L Einstein IV, Esq. on behalf of City of Sylvania