

RECEIVED-DOCKETING DIV

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August 25, 2008

PUCO

Chief of Docketing Public Utilities Commission of Ohio Docketing Division, 13<sup>th</sup> Floor 180 East Broad Street Columbus, Ohio 43215-3793

## RE: Natural Gas Governmental Aggregation Opt-Out Notice to Current Customers in Austintown Township (Case Number 06-1499-GA-GAG).

Enclosed please find an original and ten copies of the opt-out notice being sent to current customers in the community's natural gas aggregation program.

The mailing is currently scheduled to begin September 8, 2008 and the opt-out period is currently scheduled to end on or about September 29, 2008.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Austintown Township 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,

Jarl R. Burns

Mark R. Burns President

Enclosures

This is	to certify	that the	images	appearing	are an
accurate	and compl	ete repro	duction	of a case	> fil <b>a</b> −
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## Natural Gas Governmental Aggregation Program



September 5, 2008

Dear Austintown Township Natural Gas Customer:

Vectren Source is pleased to announce that it was again selected by the Township of Austintown as the natural gas supplier for your Township's Municipal Aggregation Program. Vectren Source, in cooperation with Austintown is providing you with the opportunity to participate with other Austintown residents and small commercial customers in the natural gas governmental aggregation program. Austintown Township trustees have approved a resolution authorizing the creation of a program that automatically aggregates natural gas consumers within the Township limits in order to maximize the buying power of its citizens. On November 7, 2006, the township voters authorized the Township trustees to create this purchasing group. Since that time, the Township 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) are now about to launch the twenty-four month opt-out program. The twenty-four month aggregation program for Austintown will begin with bills prepared after October 15, 2008 and end with your October 2010 billing cycle.

You will be automatically enrolled in Austintown's Natural Gas Aggregation Program and there is no cost for enrollment. If you choose to opt-out of this program, you will continue to be a Dominion East Ohio Gas ("DEO") commodity customer unless and until you choose another supplier.

Austintown has selected for its residents a fixed price program that provides a stable price of \$10.6441 per MCF beginning with bills prepared after October 15, 2008 through the September 2009 billing cycle. If for any reason you do not wish to continue in the program at that time, you may cancel the agreement as provided in the enclosed terms and conditions. Austintown will choose an appropriate price option for the second year of the aggregation program prior to the expiration of the stable rate period.

If you wish to be excluded, you must return the enclosed "opt-out" postcard within 21 calendar days after the postenark on this notice, or you can call Vectren Source, toll free, at 1-866-224-7163. If you do not opt-out at this time, you will be enrolled in the program until it expires with the October 2010 billing cycle. As a way of saying thank you for your business, Vectren Source is offering the voluntary Rewards+ Program to anyone participating in the natural gas aggregation program. Rewards+ offers valuable discounts on select merchandise and services, and it does not increase your natural gas rates in any way. 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 ignore that letter.

In Ohio's deregulated natural gas environment, DEO will continue to maintain the pipeline system that delivers natural gas to your home or business and they will still read your meter and respond to emergencies. You will continue to receive a single, easy to read bill from DEO including Vectren Source's charges. You will still contact DEO regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through DEO.

If you have any questions, please call Vectren Source at 1-866-224-7163 8am to 6pm 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 look forward to having you join the many residents of your community as one of our valued customers.

Sincerely,

Greg Collins President Vectren Source

P.S. Remember to return the "Opt-Out" form or call Vectren Source only if you do not want to participate in the Township of Austintown 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 Austintown Township you have received this letter in error. Please contact Vectren Source at 1-866-224-7163 to be removed from the aggregation list.

P.O. Box 3037 Evansville, IN 47703-3037

Address Service Requested

JOHN A. SAMPLE 1234 MAIN STREET ANYTOWN USA 12345-6789 Township of Austintown Opt-Out Form on Reverse Side

Natural Gas Governmental Aggregation Program.

## Terms & Conditions

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

rem: me will continue through the October 2010 billing cycle ("Current Term") unless the Agreement between the community and VECTREN SOURCE is renewed. Notification of future offers will be mailed.

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

Rate: Customer will enjoy a fixed-priced product for natural gas. The price will be \$10.6441 per Mcf for the Customer's gas flow period beginning as early as September 2008 and ending August 2009 ("Initial Term") If the Program is extended beyond that time, you will be advised of your options by mail near the end of the Initial Term.

Regulatory Jurisdiction: The Municipal Aggregation Program as well as competitive retail access pursuant to which VECTREN SOURCE shall supply natural gas is subject to orgoing jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). If the Program is terminated by the PUCO, then both you 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. If Customer fails to pay the bill or fails to meet any agreed upon payment arrangement, Customer's service may be terminated in accordance with DEO's tariffs, and Customer's contract with VECTREN SOURCE may be automatically 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 8am to 6pm 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. 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 your complaint is not resolved after you have called (name of retail natural gas supplier or opt-in governmental aggregator), or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (tol free) from 800 a.m. to 500 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Chilo Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5822 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Rescussion and Cancellation of Contract: 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 ("rescussion period") to change his/her mind and to rescind Customer's enrollment by contacting DEO at 1-800-362-7557. If, after the rescussion period this Agreement is terminated prematurely for any reason attributable to Customer's enrollment by contacting DEO at 1-800-362-7557. If, after the rescussion period this Agreement is terminated prematurely for any reason attributable to Customer's encoline, or Customer will not incur a cancellation fee. if Customer voluntarily returns to DEO after having selected VECTREN SOURCE as Customer's marketer, Customer mark be charged a price other then the DEO soor rate. Also, should Customer decide to switch from one marketer to another, DEO may impose a switching the if provided for by the DEO tariff.

Contract Termination: This Agreement shall terminate automatically without penalty 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 without penalty if: a) Customer relocates; or b) for the same reasons that VECTREN SOURCE has a right to terminate this Agreement without penalty, if any, other than for non-payment.

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 to cations 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 compatitive 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 in the program. Subject is any termination or for any months that Customer was unable to participate in the program.

Limitation of Liability: VECTREN SOURCE assumes no liability or responsibility tor 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 Vectern 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 Vectern Source from performing Vectern Source's obligations under linese terms and conditions of Agreement, Vectern Source's performance obligations shall be considered excused.

Opt-Out Form Austintown 1	ownship Natural	Gas Governmental	Addregation	Program

By returning this signed form, you will be <u>excluded</u> from the opportunity to join other customers in the Austintown Natural Gas Governmental Aggregation Program.

I wish to opt-out of the Austintow	n Natural Gas Governmental Aggregation Program
(Check box to opt-out.)	

account number in the space provided below:

Dominion East Ohio account holder name (please print clearly):	Account Holder's Signature:	
Service Address: (Street Address, City 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	3	