



Phone: 330 995-2675 Toll Free: 888 862-6060 Fax: 800 574-4508 naturaleas-e-ectric.com

### September 9, 2011

Chief of Docketing 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 Township of Austintown (Case Number 06-1499-GA-GAG).

Enclosed please find an original and ten copies 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 begin on or about September 19, 2011 and the optout period is currently scheduled to end on or about October 13, 2011.

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

Sincerely,

Mark R. Burns President

**Enclosures** 

2011 SEP 12 PM 12: 5

RECEIVED-DOCKETING DIV



# Natural Gas Governmental Aggregation Program



September 19, 2010

Dear Austintown Township Natural Gas Consumer:

Vectren Source is pleased to continue serving as the natural gas supplier for your Township's Opt-Out Municipal Aggregation Program.

Vectren Source, in cooperation with Austintown Township is providing you with the opportunity to join other Austintown residents and small commercial customers in the natural gas *governmental aggregation* program. Austintown Township Trustees previously approved a resolution authorizing Austintown Township to create a governmental aggregation program that maximizes the buying power of its citizens by automatically aggregating the natural gas usage of consumers within your township limits. In November 2006, the Township voters authorized the Trustees to create this purchasing group.

This phase of the aggregation program for Austintown Township will begin with your November 2011 billing cycle and end with your October 2012 billing cycle. You will be automatically enrolled in the Austintown Township Natural Gas Aggregation Program at no cost. If you wish to be excluded from this program, you must return the enclosed "opt-out" postcard within 21 calendar days after the postmark on this notice, or call Vectren Source toll free at 1-866-224-7163. By opting 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 do not opt-out at this time, you will be enrolled in the program until it expires with your October 2012 billing cycle.

Your Township has elected to fix a LOW, STABLE rate of \$5.51 per MCF through your October 2012 billing cycle. Before the end of your October 2012 billing period, your community will negotiate a new price on your behalf. Once the price for the next year has been established, you will be notified of the new rate and given the opportunity to opt-out of the program without charge. If you become a new member in the aggregation group, you will receive a confirmation letter from Dominion East Ohio Gas ("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. If you would like to participate in the Program, simply ignore 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 1-866-224-7163 during the hours of 8:00 a.m. and 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 (www.pickocc.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

We are pleased to continue serving the residents of Austintown Township.

Sincerely,

Tami Wilson Vectren Source President

P.S. Remember to return the "Opt-Out" form or call Vectren Source <u>only</u> if you do <u>not</u> want to participate in the Austintown Township 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 this mailing list.



P.O. Box 3037 • Evansville, IN 47730-3037

Address Service Requested

Opt-Out Form on Reverse Side

**Austintown Township** 

Natural Gas
Governmental Aggregation Program

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 Government 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 October 2012 billing cycle.

**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: Customer will enjoy a fixed-priced product for natural gas. The price will be \$5.51 per Mcf for the Customer's gas flow period beginning as early as the November 2011 billing cycle and ending with the October 2012 billing cycle ("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 CHOICE Program, pursuant to which VECTREN SOURCE shall supply natural gas to Customer's home, 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. Further, if the PUCO issues regulatory or procedural changes to the Program which affect VECTREN SOURCE's ability to provide service to Customer pursuant to the terms and conditions of this Agreement, then VECTREN SOURCE has the right to propose changes to this Agreement, provided at least thirty (30) days notice is provided to Customer and Customer agrees to such changes by not rejecting the proposed changes within fifteen (15) days of receipt of the proposed changes. If Customer rejects the changes, the contract will be cancelled. Also, this Agreement is contingent on the eligibility of both Customer and VECTREN SOURCE to participate in the CHOICE Program.

Billing: DEO will bill VECTREN SOURCE charges on the DEO monthly 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. Should Customer fail to pay the DEO bill or fail to meet any agreed upon payment arrangement, Customer's service may be terminated in accordance with the DEO tariff, and this Agreement may be terminated, resulting in an early termination fcc if applicable.

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. and 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. 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 call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays, or visit <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>. Residential customers may also contact the Ohio Consumers' Counsel for assistance with

Rescission 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 ("Rescission Period") to change his/her mind and to rescind Customer's enrollment by contacting DEO at 1-800-362-7557. If, after the Rescission Period this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer will not incur an early termination fec. 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 SCO (Standard Choice Offer) 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.

Contract Termination: This Agreement shall terminate automatically without penalty if: a) the requested service location is not served by DEO; b) Customer moves; 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. If this Agreement is terminated for any reason and Customer returns to utility sales service, Customer may be charged prices other than the utility regulated sales service rate. As stated above, should Customer fail to pay Customer's utility bill or fail to meet any agreed upon payment arrangement, Customer's service may be terminated in accordance with the DEO tariff, and this Agreement may be terminated, resulting in an early termination fee as described above. In the event Customer does not pay the bill or does not meet any agreed upon payment arrangements, Customer's natural gas service may be terminated in accordance with DEO's tariff and this contract upon at least 14 days written notice from VECTREN SOURCE.

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 or pursuant to a court order.

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.

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	Opt-Out Form Austintown Township Na	tural Gas Governmental Aggrega	ation Program	
Φ	By returning this signed form, you will be <u>excluded</u> from the opportunity to join other customers in the Austintown Township Natural Gas Governmental Aggregation Program.  I wish to opt out of the Austintown Township Natural Gas Governmental Aggregation Program.			
D	ominion East Ohio account holder name (please print clearly):	Account Holder's Signature:		
_	Phone Number:	Date		
	For Service Address: < <serviceaddress1>&gt;</serviceaddress1>		AUSTINTOWN QE	
	13-digit account number as it appears on your natural gas bill: 0000123456789		TOWNSHIP	

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## Natural Gas Governmental Aggregation Program



September 19, 2011

Dear Austintown Township Natural Gas Customer:

Vectren Source is pleased to continue serving as the natural gas supplier for your Township's Opt-Out Municipal Aggregation Program.

Vectren Source, in cooperation with Austintown Township is providing you with the opportunity to continue to participate in the natural gas aggregation program along with other Austintown residents and small commercial customers. As you may recall, Austintown Township Trustees previously approved a resolution authorizing Austintown Township to create an opt-out governmental aggregation program that maximizes the buying power of its citizens by automatically aggregating the natural gas usage of consumers within the township limits. In November 2006, the Township voters authorized the Trustees to create this purchasing group.

This phase of the aggregation program for Austintown Township will begin with your November 2011 billing cycle and end with your October 2012 billing cycle. You will automatically be renewed in the Austintown Township Natural Gas Aggregation Program and there is no cost for renewal. If you wish to be excluded from this program, you must return the enclosed "opt-out" postcard within 21 calendar days after the postmark on this notice, or call Vectren Source toll free at 1-866-224-7163. By opting out of this program, you will revert to gas supply through Dominion East Ohio Gas ("DEO") unless you choose another competitive supplier. If you do not opt-out at this time, you will be enrolled in the program until it expires with your October 2012 billing cycle.

Your Township has elected to fix a LOW, STABLE rate of \$5.51 per MCF through your October 2012 billing cycle. Subsequent rates may vary by month or may be fixed for another period of time as determined by your community.

Keep in mind that DEO remains your utility company and will deliver the natural gas to the attached service location, respond to any delivery service issues or 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 **1-866-224-7163** between 8:00 a.m. and 6:00 p.m. Eastern, 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 are pleased to continue serving the residents of Austintown Township.

Sincerely,

Tami Wilson Vectren Source President

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P.O. Box 3037 • Evansville, IN 47730-3037

Address Service Requested

**Opt-Out Form on Reverse Side** 

**Austintown Township** 

Natural Gas
Governmental Aggregation Program

JOHN A. SAMPLE
1234 MAIN STREET
ANYTOWN USA 12345-6789

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Term: The term of this Agreement will begin with initial gas deliveries enabled by the Program and will continue through the October 2012 billing cycle.

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Contract Termination: This Agreement shall terminate automatically without penalty if: a) the requested service location is not served by DEO; b) Customer moves; 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. If this Agreement is terminated for any reason and Customer returns to utility sales service, Customer may be charged prices other than the utility regulated sales service rate. As stated above, should Customer fail to pay Customer's utility bill or fail to meet any agreed upon payment arrangement, Customer's service may be terminated in accordance with the DEO tariff, and this Agreement may be terminated, resulting in an early termination fee as described above. In the event Customer does not pay the bill or does not meet any agreed upon payment arrangements, Customer's natural gas service may be terminated in accordance with DEO's tariff and this contract upon at least 14 days written notice from VECTREN SOURCE.

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

I wast to obt out of the Adamitown To	ansinh iaman oas ooseiiiiieimi vääteäamii Lioäiaii
Ohio account holder name (please print clearly):	Account Holder's Signature:

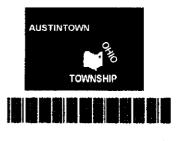
Dominion East Onio account holder name (please print clearly):	Account Holder's Signature:		
Phone Number:	Date		

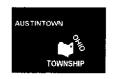
For Service Address: <<ServiceAddress1>>

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

0000123456789

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## Natural Gas Endorsement Program



September 19, 2011

Dear Austintown Township Natural Gas Customer:

Vectren Source is pleased to serve as the endorsed natural gas supplier for your Township's Natural Gas Endorsement Program.

Vectren Source, in cooperation with Austintown Township, is providing you with the opportunity to join with other Austintown Township residents and small commercial customers in the Township's program. This phase of the natural gas program will begin with your November 2011 billing cycle and end with your October 2012 billing cycle.

For the upcoming year, Austintown Township Trustee's have elected to lock in a 12-month fixed rate of \$5.51 per thousand cubic feet of gas. (MCF). If you elect to join the program the fixed rate offer stabilizes your price of natural gas for 12 months beginning with October 2011 gas flow. It will also protect you against potential price spikes this winter when you are likely to consume most of your natural gas.

Before the end of your October 2012 billing period, your community will negotiate a new price on your behalf. Once the price for the next year has been established, you will be notified of the new rate and given the opportunity to leave\_the program without charge

If you wish to be included in the program you must take one of the following actions prior to October 13, 2011:

- 1. Call Vectren Source toll free at 1-866-224-7163, or
- 2. Return the attached enrollment card to Vectren Source, or
- 3. Enroll online at www.getnaturalgas.com/austintown by using the "Special Offer ID" located on the enrollment card below.

Again, the Township has established a LOW fixed rate of \$5.51 per MCF through the October 2012 billing cycle. If you choose to join the Program, you will receive a confirmation letter from Dominion East Ohio Gas ("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. If you would like to participate in the Program, simply ignore 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 1-866-224-7163 during the hours of 8:00 a.m. and 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 (www.pickocc.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Please note that if you are already enrolled with another natural gas supplier, a cancellation fee may apply if you terminate your agreement with that supplier. Please check the terms and conditions of any existing agreement before you enroll in the Austintown Township natural gas program.

We are pleased to serve the residents and small businesses of Austintown Township.

Sincerely,

Tami Wilson Vectren Source President

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 this mailing list.



P.O. Box 3037 • Evansville, IN 47730-3037

Address Service Requested

**Enrollment Form on Reverse Side** 

JOHN A. SAMPLE

1234 MAIN STREET

ANYTOWN USA 12345-6789

Austintown Township
Natural Gas
Endorsement Program

#### **Terms and Conditions**

Parties: Vectren Retail, LLC ("VECTREN SOURCE") will supply the commodity portion of my ("Customer") natural gas as part of my community's Natural Gas Endorsement 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 October 2012 billing cycle.

Price: Customer will enjoy a fixed-priced product for natural gas. The price will be \$5.51 per Mcf for the Customer's gas flow period beginning as early as the November 2011 billing cycle and ending with the October 2012 billing cycle ("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 CHOICE Program, pursuant to which VECTREN SOURCE shall supply natural gas to Customer's home, 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. Further, if the PUCO issues regulatory or procedural changes to the Program which affect VECTREN SOURCE's ability to provide service to Customer pursuant to the terms and conditions of this Agreement, then VECTREN SOURCE has the right to propose changes to this Agreement, provided at least thirty (30) days notice is provided to Customer and Customer agrees to such changes by not rejecting the proposed changes within fifteen (15) days of receipt of the proposed changes. If Customer rejects the changes, the contract will be cancelled. Also, this Agreement is contingent on the eligibility of both Customer and VECTREN SOURCE to participate in the CHOICE Program.

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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. and 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. 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 call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays, or visit <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit <a href="https://www.pickocc.org">www.pickocc.org</a>.

Rescission 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 ("Rescission Period") to change his/her mind and to rescind Customer's enrollment by contacting DEO at 1-800-362-7557. If, after the Rescission Period this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer will not incur an early termination fee. 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 SCO (Standard Choice Offer) 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.

Contract Termination: This Agreement shall terminate automatically without penalty if: a) the requested service location is not served by DEO; b) Customer moves; 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. If this Agreement is terminated for any reason and Customer returns to utility sales service, Customer may be charged prices other than the utility regulated sales service rate. As stated above, should Customer fail to pay Customer's utility bill or fail to meet any agreed upon payment arrangement, Customer's service may be terminated in accordance with the DEO tariff, and this Agreement may be terminated, resulting in an early termination fee as described above. In the event Customer does not pay the bill or does not meet any agreed upon payment arrangements, Customer's natural gas service may be terminated in accordance with DEO's tariff and this contract upon at least 14 days written notice from VECTREN SOURCE.

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 or pursuant to a court order.

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.

By returning this signed form, you will be en		<b>e</b>		
Dominion East Ohio account holder name (please print clearly):	Account Holder's Signature:			
For Service Address: Sample Address Printed Here	Phone Number:	Date:	<del>-</del>	
Special Offer ID Number:			<del></del>	
to be included in the program you must include your			AUSTINTOWN	

**Austintown Township** 

