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September 11, 2014

VIA ELECTRONIC FILING

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

Re: Medina County
Case # 14-1211-GA-GAG

Dear Sir/Madam:

Please find enclosed for filing in the above-referenced case record the opt-out notices for Medina County eligible residential and small commercial natural gas customers in either Columbia Gas of Ohio and Dominion East Ohio territories (Medina County is serviced by both LDCs). The opt-out notices will be mailed September 22, 2014 with a response due date of October 13, 2014.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

A handwritten signature in blue ink that reads 'John L. Einstein IV, Esq./me'.

John L. Einstein, IV, Esq.



September 22, 2014

Dear Medina County Resident or Small Business Owner,

Welcome to the Medina County Natural Gas Aggregation Program.

On May 6, 2014, voters from the 17 townships of Medina County ("County") authorized the County to aggregate their natural gas loads together and enter into a service agreement with a Competitive Retail Natural Gas Supplier ("CRNGS"). The Medina County Natural Gas Aggregation Program is an **opt-out** aggregation whereby eligible residential and small commercial customers within the Columbia Gas of Ohio ("COH") territory will be **automatically enrolled** unless they actively opt-out.

Aggregation programs provide value to its members through buying power. By aggregating, or combining, the natural gas loads of its residents and small businesses, the County is able to more effectively negotiate favorable pricing, contract terms, and customer service.

During the past few months, we have researched competitive natural gas pricing options for you. We have chosen Volunteer Energy Services, Inc. ("VESI"), an Ohio based corporation, to provide you with natural gas for the term of **November 1, 2014 through October 31, 2016**.

VESI has offered to provide natural gas to Aggregation Members at a fixed rate equal to the sum of: \$0.526 per Ccf for Aggregation Members serviced by COH. In addition, there are no early termination penalties if you decide to leave this offer after any period of participation.

In order to receive this fixed rate you do NOT need to respond. If you wish to be excluded from the County's natural gas aggregation program, you must return the enclosed "Opt-Out" form by **October 13, 2014**. Otherwise, you will be automatically enrolled in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment.

After you become a participant in the County's natural gas aggregation program, your utility (COH) will send you 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 (7) business days of its postmark date. To remain in the County's government aggregation program, you do not need to take any action when this letter arrives. You will be automatically enrolled.

Your utility (COH) 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 your utility (COH). Charges from the Aggregation Program Supplier, VESI, will be included on your utility bill.

If you have any questions, please call VESI toll-free. During the initial 21 day opt-out period, VESI may be reached 24 hours a day at 1-877-897-1988. After the 21 day opt out period, VESI may be reached at 1-800-977-8374 (press 1) from Monday through Friday, 8:30 a.m. to 4:30 p.m.

Regards,

Medina County Board of Commissioners
&
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 residences or facilities via the utility's pipelines. Supply will be billed at the cost basis used by your utility. **The price will be a fixed rate of \$0.526 per Ccf for Aggregation Members serviced by Columbia Gas of Ohio. In addition, there are no early termination penalties if you decide to leave this offer at any time.**

Term: The term of this Agreement shall commence when accepted by VESI and shall continue through **October 31, 2016**. 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 8:00 A.M. to 5:00 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. Telephone service hours are from 8:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is fholmes@volunteerenergy.com.

Bill Payment Process: Columbia Gas 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, Dominion East Ohio Gas Company or 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 **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 mutual approval of the parties. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days advance 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 County'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 County's natural gas governmental aggregation program and have not selected another supplier, you will default to the Columbia Gas of Ohio SCO program (as applicable). **There will be no early termination fees associated with this aggregation 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 of Ohio; (2) you move outside the Columbia Gas 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.

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 one of the 17 townships in Medina County; (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 one of the 17 Medina County townships, 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 County's municipal aggregation program.*

I wish to opt out of the County's Municipal Aggregation Program

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(Check box to Opt-out)

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____ Account holder's signature: _____

Mail by October 13, 2014 to: Medina County's Natural Gas Municipal Aggregation Program, 790 Windmill Drive,
Pickerington, Ohio 43147



September 22, 2014

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VESI has offered to provide natural gas to Aggregation Members at a fixed rate equal to the sum of: \$4.79 per Mcf for Aggregation Members serviced by DEO. In addition, there are no early termination penalties if you decide to leave this offer after any period of participation.

In order to receive this fixed rate you do NOT need to respond. If you wish to be excluded from the County's natural gas aggregation program, you must return the enclosed "Opt-Out" form by **October 13, 2014**. Otherwise, you will be automatically enrolled in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment.

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Regards,

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Term: The term of this Agreement shall commence when accepted by VESI and shall continue through **October 31, 2016**. Natural gas service will begin within 60 days of acceptance by Dominion East Ohio Gas Company. 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 8:00 A.M. to 5:00 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. Telephone service hours are from 8:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is fholmes@volunteerenergy.com.

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I wish to opt out of the County's Municipal Aggregation Program

☐

(Check box to Opt-out)

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____ Account holder's signature: _____

Mail by **October 13, 2014** to: Medina County's Natural Gas 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

9/11/2014 3:41:15 PM

in

Case No(s). 14-1211-GA-GAG

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