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October 29, 2014

**VIA ELECTRONIC FILING**

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

Re: Village of Coldwater  
Case # 14-1058-GA-GAG

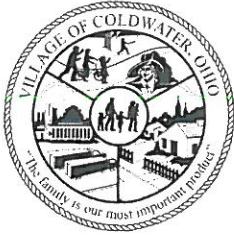
Dear Sir/Madam:

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 Village of Coldwater. The opt-out notice will be mailed on November 10, 2014 with a response due date of December 1, 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.



**November 10, 2014**

Dear Village of Coldwater Resident,

The Village of Coldwater is providing you with the opportunity to join with other residents in its natural gas aggregation program. **If you are outside the boundaries of the Village of Coldwater, please let us know by calling 800-977-8374 extension 2345.** Savings are possible through a concept called government aggregation where Village of Coldwater officials have been authorized 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. Village of Coldwater voters approved this program in 2013.

We researched options for competitive natural gas pricing for you. We have chosen Volunteer Energy Services, Inc. ("VE"), an **Ohio** based corporation to provide you with natural gas for the period commencing enrollment in the program by Dominion East Ohio ("DEO") **through November, 2016.**

Type of Service: **DEO Customer Choice**

1. Your Term: **Upon enrollment in the program by DEO through November, 2016**
2. Delivery Point: **Customers Burner Tip**
3. **Price:** Volunteer Energy will deliver natural gas at a fixed rate of \$4.79 per Mcf at the burner tip.

After you become a participant in the Village's natural gas aggregation program, DEO will send a letter confirming your selection of VE as your natural gas provider. 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 Village'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 December 1, 2014.**

DEO 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 DEO. 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,

Village of Coldwater  
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 on a month to month basis. Upon acceptance by the utility company the cost will be \$4.79 per Mcf. Each year the rate will be reviewed between The Village of Coldwater and VESI.

**Term:** The term of this Agreement shall commence on the later to occur of (1) the December billing cycle or (2) enrollment acceptance by Dominion East Ohio ("DEO") and shall continue through November, 2016 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by DEO. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. DEO 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. 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@volunteerenergy.com](mailto:cmunn@volunteerenergy.com).

**Bill Payment Process:** DEO 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, DEO 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 the Village of Coldwater. 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 the Village'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 DEO within seven (7) days of the post mark date of the confirmation notice from DEO. 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 Village of Coldwater's natural gas governmental aggregation program, you may be charged a price other than the DEO regulated sales service rate. **There will be no early termination fees associated with the Village of Coldwater's program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by DEO; (2) you move outside the DEO 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 Village of Coldwater; (2) be eligible to receive natural gas from DEO; (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 Village of Coldwater, 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 Village of Coldwater's Governmental Aggregation program.*

**OPT-OUT FORM FOR THE VILLAGE OF COLDWATER GOVERNMENTALAGGREGATION PROGRAM**

I wish to opt out of the Village of Coldwater Governmental Aggregation Program

Service Address: \_\_\_\_\_

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

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

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

Mail by **December 1, 2014** to: Village of Coldwater 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**

**10/29/2014 3:54:15 PM**

**in**

**Case No(s). 14-1058-GA-GAG**

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