

County of Summit Plan of Operation and Governance

BACKGROUND AND DEFINITIONS

By affirmative vote of the County of Summit ("County of Summit" or "The County"), County Council passed on August 26, 2002 Resolution No. 2002-531 and 2002-532 which proposed the aggregation of natural gas to reduce consumer costs. The voters approved a ballot issue on May 7, 2002 for the County of Summit to act as an Aggregator (purchasing agent) and enter into an agreement with a natural gas supplier or other natural gas aggregator on behalf of all of the residents of County of Summit for the supply of natural gas, such aggregation to occur automatically except where any resident elects to opt-out, all in accordance with Ohio law and Resolution No. 2002-531 and 2002-532. As part of being a Government Aggregator, the County of Summit is certified by the Public Utilities Commission of Ohio and operates under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4929.01 of the Ohio Revised Code ("ORC"). In order to clarify certain terminology, the following terms will have the meanings set forth below:

"Aggregation Services Consultant" means the entity retained by the County of Summit to provide the required management service related to "Government Aggregation".

"Member" means a person enrolled in County of Summit's government aggregate group for "Retail Natural Gas Aggregation Service".

"Aggregation Group" means the sum total of the County of Summit's Members who are participants in the program for natural gas.

"Government Aggregator" means a legislative authority of a municipal corporation acting as an aggregator for the provision of Retail Natural Gas Service under the authority conferred under section 4928.20 of the Ohio Revised Code.

"Retail Natural Gas Supplier" means any person, as defined in Section 4929.01 of the Revised Code, that is engaged on a for profit or not for profit basis in the business of supplying or arranging for the supply of a "Competitive Retail Natural Gas Service" to consumers in this state that are not mercantile customers.

"Competitive Retail Natural Gas Service" means any Retail Natural Gas Service that may be competitively offered to consumers in this state as a result of revised schedules approved under division (C) of section 4929.29 of the Revised Code.

"Retail Natural Gas Aggregation Service" means combining the natural gas load of multiple retail residential Members or small commercial Members via an agreement with the Members

"Retail Natural Gas Aggregation Service" means combining the natural gas load of multiple retail residential Members or small commercial Members via an agreement with the Members for the purpose of purchasing retail natural gas service on an aggregated basis.

"Retail natural gas aggregator" means a person who contracts with Members to combine the Members' natural gas load for the purpose of purchasing retail natural gas service on an aggregated basis.

A description of how the plan will operate is set forth below.

OPERATIONAL PLAN:

Aggregation Services

County of Summit will use a contractor ("Aggregation Services Consultant") to perform and manage aggregation services for its Members.

Database: The Retail Natural Gas Supplier will build and maintain a database of all Members which shall be the property of the County of Summit. The database will include the name, address, Dominion East Ohio Gas account number, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage information, and meter read dates. This database will be updated at least quarterly. Accordingly, the Retail Natural Gas Supplier will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the program; (iii) relocate within the County of Summit.

Member Education: The Aggregation Services Consultant will develop an educational program that generally explains the aggregation program to its Members, provides updates and disclosures mandated by the ORC, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every two years, without paying a switching fee, Member inquiries and complaints. See Appendix A for a detailed description of the Education Process.

Retail Natural Gas Supplier Selection Process: The Aggregation Services Consultant will develop recommendations for County of Summit to retain a Retail Natural Gas Supplier, develop a procurement strategy, administer the RFP process as appropriate, evaluate responses, select the supplier and negotiate a supply contract. Included in the process will be the development of the screening criteria to be used in the selection process, which, at a minimum, will include price, financial wherewithal, experience, and references. The County will provide the Aggregation Services Consultant with the boundaries, constraints, and minimum requirements that will need to be included in any supplier contract. See Appendix B for a detailed description of the Retail Natural Gas Supplier Selection Process.

The County of Summit will contract with a qualified Retail Natural Gas Supplier to provide Retail Natural Gas Aggregation Services. The Aggregation Services Consultant will provide County of Summit with Retail Natural Gas Supplier recommendations. The selected Retail Natural Gas Supplier must provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member

may rescind a contract without penalty. The Retail Natural Gas Supplier must provide the Aggregation Services Consultant with an electronic file containing the Members usage, charges, and (if applicable) any other pertinent information. The Retail Natural Gas Supplier must have a local County of Summit phone number or a toll free number for Members to call.

Member Service and Billing: The Aggregation Services Consultant will develop a Member service process, to be administered by the Aggregation Services Consultant, the Retail Natural Gas Supplier, or their designated agent, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix C for a detailed description of the Member Service Plan.

County of Summit will use the Retail Natural Gas Supplier, or its designated agent to provide billing services to each Member for the Retail Natural Gas Aggregation Service plus an administrative fee (if required) to fund County of Summit's Aggregation Services. The billing statement will be rendered by the Retail Natural Gas Supplier or Dominion East Ohio Gas and will be consistent with all applicable guidelines issued by the Public Utilities Commission of Ohio.

Compliance Process: The Aggregation Services Consultant will develop internal controls and processes to ensure that the County of Summit remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Aggregation Services Consultant's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; (ii) the total savings or increase from the previous year's baseline; and (iii) a reconciliation of the cash remitted from Members and the amount paid to suppliers. The Aggregation Services Consultant will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

Services to be provided to members: The County of Summit aggregation program will contract with a Retail Natural Gas Supplier to provide retail natural gas service to residential and business Members who are currently served by the Local Distribution Company (LDC) Dominion East Ohio Gas. The services that will be provided under the aggregation effort, the policies for the inclusion and exclusion of members, and the Terms and Conditions of service are included in Appendix D.

GOVERNANCE GUIDELINES

At a minimum, the following guidelines will apply to the Aggregation Program:

- County Council will approve through Resolution or Ordinance the Contracts entered into by County of Summit with the Aggregation Services Consultant, the Retail Natural Gas Supplier, and any other contracts exceeding \$15,000 entered into by County of Summit for the Aggregation program.
- County Council will approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.

- The County will bid or obtain quotes for Aggregation Services Consultant services at least every 5 years, as provided in its Codified Ordinances.
- The County will select a Retail Natural Gas Supplier at least every 5 years.
- The County of Summit will contract with only Retail Natural Gas Suppliers certified by the Public Utilities Commission of Ohio for the provision of Retail Natural Gas Aggregation Service to the County of Summit's Members.
- The County of Summit will require any Aggregation Services Consultant, and Retail Natural Gas Supplier to disclose any subcontractors that it uses in fulfillment of the services described above.
- The County of Summit will require the Aggregation Services Consultant and the Retail Natural Gas Supplier to maintain either a toll free telephone number, or a telephone number that is local to County of Summit residents who are Members.
- All costs of the Aggregation Program should be paid either through the general fund and/or through the inclusion of a fee that will be included in the charge for natural gas. No direct fees will be charged for enrollment.
- Oversight of the Aggregation Program will be the responsibility of the Director of Finance and Budget, who will report to the Executive. The Director of Finance and Budget will have the authority to develop the scope of work and qualifications specifications for the Aggregation Services Consultant, and then select, hire, and manage the Aggregation Services Consultant.
- The Aggregation Services Consultant will be responsible for making recommendations regarding the selection and performance of the Retail Natural Gas Supplier. The Aggregation Services Consultant will work under the direction of the Director of Finance and Budget with advice and counsel of the Director of Law.

Appendix A Education Process

The Aggregation Services Consultant will develop the educational program. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by the ORC, and provide the opportunity for the members to opt out of the program. The following are the program components.

1. Each residential Member and business within the limits of The County of Summit included in the aggregation program will receive via U.S. Mail notification of:
 - a. What government aggregation means including a summary of the actions that were taken to authorize the aggregation program.
 - b. Their membership in the government aggregation program.
 - c. A description of the services that will be provided under the aggregation.
 - d. Disclosure of any limitations or conditions on Member acceptance into the aggregation.
 - e. The procedure which must be followed in order to opt out of the program.
 - f. The price of natural gas service that they can expect to receive as a member of the program and a description of how any variable price offers will be determined.
 - g. The terms and conditions of service, including an itemized list and explanation of all fees and charges that will be charged to the Member for participation in the aggregation program, including any applicable switching fees or early termination penalties. The terms and conditions will include credit and/or deposit policies and requirements.
 - h. Disclosure of the dates covered by the aggregation program including an estimated service commencement date.
 - i. A local or toll free telephone number that Members can call with questions regarding the formation or operation of the aggregation, including associated calling hours.
 - j. the deadline for returning the opt out form.
2. The Aggregation Services Consultant will work with the County of Summit to determine meetings that would be helpful to attend to educate members about the program. These might include Chamber of Commerce, County Council, Kiwanis, Lion's Club, etc. The Aggregation Services Consultant will attend these events to present information and answer questions about the aggregation program.
3. The Aggregation Services Consultant will assess whether advertising in the local Newspaper is needed to better educate the community.
4. The Aggregation Services Consultant will provide updates and disclosures as mandated by the ORC.
5. The opt out opportunity will be provided to the members of the program every two years. Should conditions, suppliers, price, or any other component of the program change within the two-year period, an assessment will be made whether another opt out opportunity is warranted.
6. The County of Summit will comply with the opt-out rules stated in OAC 4901:1-28-04.

Appendix B
Retail Natural Gas Supplier Selection Process

1. The Aggregation Services Consultant will develop screening criteria to be used in the selection process for a Retail Natural Gas Supplier, which, at a minimum, will include price, financial wherewithal, experience, ability to implement the Member Service Plan, and references. The County of Summit will provide the Aggregation Services Consultant with the boundaries, constraints, and minimum requirements that are required of a Retail Natural Gas Supplier.

The Retail Natural Gas Supplier will be selected through a Request for Proposal (RFP) or through direct negotiation, if approved by the County of Summit, by a process that will be developed by the Aggregation Services Consultant and reviewed and approved by the County of Summit. The process will include the following:

- a. The Retail Natural Gas Supplier can be selected through direct negotiation if only one supplier is making offers to residential and small commercial Members.
- b. If directed by the County of Summit, the Aggregation Services Consultant will organize the bid process.
- c. The Aggregation Services Consultant will develop a list of qualified suppliers.
- d. The County of Summit will review and approve list of qualified suppliers.
- e. As directed by the County of Summit, the Aggregation Services Consultant will develop the Request for Proposal.
- f. The County of Summit will review and approve Request for Proposal prepared by the Aggregation Services Consultant.
- g. As directed by the County of Summit, the Aggregation Services Consultant will send request for the proposal to a list of qualified suppliers.
- h. The Aggregation Services Consultant will respond to the suppliers' questions.
- i. The Aggregation Services Consultant will manage and organize the bids.
- j. The Aggregation Services Consultant will discuss and clarify bidder's proposal.
- k. The Aggregation Services Consultant will analyze bids and compare to shopping credits.
- l. The Aggregation Services Consultant will recommend a short list of suppliers to the County of Summit.
- m. The Aggregation Services Consultant will report and present recommendations to the County of Summit.
- n. The Aggregation Services Consultant will negotiate price, terms and conditions with selected bidders.
- o. The County of Summit will execute the contract with the Retail Natural Gas Supplier.

Appendix C

Member Access and Complaint Handling

Member Access:

1. The County of Summit will require the Retail Natural Gas Supplier to ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access will be toll free and afford Members prompt answer times during normal business hours.
3. The County of Summit will require the Retail Natural Gas Supplier to provide a twenty-four-hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to Dominion East Ohio Gas.

Member Complaints:

1. The Aggregation Services Consultant will require the Retail Natural Gas Supplier to investigate Member complaints (including Member complaints referred by Dominion East Ohio Gas) and provide a status report within three business days following receipt of the complaint to:
 - a) The Member, when the complaint is made directly to the Retail Natural Gas Supplier or Aggregation Services Consultant; or
 - b) The Member and the Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to the Retail Natural Gas Supplier or the Aggregation Services Consultant by the Commission Staff.
2. The Aggregation Services Consultant may choose to have the supplier perform certain functions as the County of Summit's agent. However, the County of Summit is still responsible for ensuring that the requirements of these rules are met.
3. If an investigation is not completed within ten business days, the Retail Natural Gas Supplier or the Aggregation Services Consultant will provide status reports to the Member and the Commission Staff. Such status reports will be provided at three-business day intervals until the investigation is complete, unless the action that must be taken will require more than three business days and the Member has been so notified.
4. The Aggregation Services Consultant will require the Retail Natural Gas Supplier to inform the Member, the Aggregation Services Consultant, or the Member, and Commission Staff, of the results of the investigation, orally or in writing, no later than three business days after completion of the investigation. The Member or Commission Staff may request the report in writing.

5. If a Member disputes the Retail Natural Gas Supplier's or Aggregation Services Consultant report, the Retail Natural Gas Supplier or Aggregation Services Consultant will inform the Member that the Commission Staff is available to mediate complaints. The Retail Natural Gas Supplier or Aggregation Services Consultant will provide the Member with the current address, local/toll free telephone numbers, and TDD/TTY telephone number of the Commission's Public Interest Center.
6. The County will require each Retail Natural Gas Supplier to retain records of Member complaints, investigations, and complaint resolutions for two years after the occurrence of such complaints, and will provide such records to the Commission Staff within three business days of request.
7. Each Retail Natural Gas Supplier or Aggregation Services Consultant will make good faith efforts to resolve disputes, and cooperate with the resolution of any joint issues with Dominion East Ohio Gas.

Retail Natural Gas Service Issues

If Members contact Dominion East Ohio Gas concerning competitive retail natural gas service issues, Dominion East Ohio Gas is required to:

1. Review the issue with the Member to determine whether it also involves Dominion East Ohio Gas
2. Cooperate with the resolution of any joint issues with the Retail Natural Gas Supplier or Aggregation Services Consultant, and
3. Refer the Member to the appropriate Retail Natural Gas Supplier or Aggregation Services Consultant in those instances where the issue lacks Dominion East Ohio Gas involvement.

Slamming Complaints

1. A slamming complaint is a Member's allegation that the Member's Retail Natural Gas Supplier or Aggregation Services Consultant has been switched without the Member's authorization.
2. If a Member contacts Dominion East Ohio Gas, Retail Natural Gas Supplier or the Aggregation Services Consultant and has been switched without the Member's authorization, Dominion East Ohio Gas, Retail Natural Gas Supplier or Aggregation Services Consultant will:
 - (a) Provide the Member any evidence relating to the Member's enrollment;
 - (b) Refer the Member to the PUCO's Public Interest Center;
 - (c) Provide the Member with the local/toll-free telephone numbers of the PUCO's Consumer Service Department
 - (d) Cooperate with the staff in any subsequent investigations of the slamming complaint.

3. Except as otherwise provided in Chapter 4901:1-28, of the Administrative Code, if the Retail Natural Gas Supplier cannot produce valid documents confirming that the Member authorized the switch, there will be a refutable presumption that the Member was switched without authorization. Such documents include one of the following, in conformance with the requirements of Rule 4901:1-29-06 of the Administrative Code:
 - (a) A signed contract, in the case of direct enrollment;
 - (b) An audio recording, in the case of telephonic enrollment; or
 - (c) Electronic consents, in the case of Internet enrollment.
4. In the event that the Member was switched from one Retail Natural Gas Supplier or Government Aggregator to a different Retail Natural Gas Supplier without authorization, the Member's previous Retail Natural Gas Supplier or Government Aggregator will re-enroll the Member without penalty under such Member's original contract price for the duration of the original term and send Dominion East Ohio Gas an electronic enrollment request;
5. In the event that a Member was switched from Dominion East Ohio Gas commodity service to a Retail Natural Gas Supplier or the Government Aggregator without authorization, Dominion East Ohio Gas will switch the Member back to Dominion East Ohio Gas's GCR commodity service without penalty.

Member Billing and Payments

1. The County of Summit will require the Retail Natural Gas Supplier to bill Members directly for Retail Natural Gas Services or arrange for Dominion East Ohio Gas or its agent to bill Members for such services.
2. Member bills issued by or for the Retail Natural Gas Supplier and Governmental Aggregation Services Consultant will be accurate and understandable, be rendered at intervals consistent with those of Dominion East Ohio Gas, and contain sufficient information for Members to compute and compare the total cost of competitive Retail Natural Gas Aggregation Service (s). Such bills will also include:
 - a) The Member's name, billing address, service address, the Member's Dominion East Ohio Gas's account number, and if applicable, The Retail Natural Gas Supplier account number;
 - b) The dates of service covered by the bill, an itemization of each type of competitive natural gas service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c) The Member's historical consumption during each of the preceding twelve months; with a total and average consumption for such twelve month period.
 - d) The applicable billing determinants, including beginning meter reading, ending meter reading(s), multipliers, and any other consumption(s) adjustments;

- e) The unit price charged per Ccf or Mcf, whichever is consistent with Dominion East Ohio Gas's Member billing format, for Retail Natural Gas Aggregation Service, as calculated by dividing current period competitive Retail Natural Gas Aggregation Service charges by the current-period consumption;
 - f) An identification of the Retail Natural Gas Supplier of the Retail Natural Gas Service appearing on the bill;
 - g) The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
 - h) The due date for payment to keep the account current. Such due date will be no less than that provided by Dominion East Ohio Gas for its charges;
 - i) Current balance of the account, if a residential Member is billed according to a budget plan;
 - j) Options and instructions on how Members may make their payments;
 - k) For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - l) The following statement:
"If your questions are not resolved after you have called Dominion East Ohio Gas, Members may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential Members may also call the Ohio Member's Counsel (OCC), toll free at 1-877-742-5622 or visit the OCC website at www.pickocc.org or as otherwise specified by the OCC;
 - m) The Dominion East Ohio Gas's 24-hour local/toll-free telephone number for reporting service emergencies;
 - n) Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - o) An explanation of any codes and abbreviations used;
3. If applicable, the Retail Natural Gas Supplier will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.

4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment will be credited to the Member's account as of the day such payment center or agent receives it.
5. The County of Summit and the Retail Natural Gas Supplier will establish policies and procedures for handling billing disputes and requests for payment arrangements.
6. Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice must be apportioned to past due Dominion East Ohio Gas service and delivery charges, then to any current Dominion East Ohio Gas service and delivery charges, before being applied to any retail natural gas supplier or County of Summit charges unless the Member pays the entire amount past due or more. Any amount paid over the amount past due will be applied first to Dominion East Ohio Gas service and delivery charges.
7. If the Retail Natural Gas Supplier selected by the County of Summit elects for its charges to be included on a Dominion East Ohio Gas's consolidated bill:
 - (a) The Retail Natural Gas Supplier will furnish Dominion East Ohio Gas sufficient bill contents as required by division (B) of rule 4901:1-29-12 of the Administrative Code;
 - (b) Dominion East Ohio Gas will produce a consolidated bill including all such required contents provided by the Retail Natural Gas Supplier or Government Aggregator if it is not already on the Member's bill from Dominion East Ohio Gas;
 - (c) The consolidated bill will state the name of the applicable Retail Natural Gas Supplier in close proximity to the Retail Natural Gas Supplier's commodity charges; and
 - (d) Dominion East Ohio Gas will offer budget billing of a Retail Natural Gas Supplier as a customer elect option.
8. Member bills issued by or for Dominion East Ohio Gas will state the Member's historical consumption during each of the preceding twelve months, with a total and average consumption for such twelve-month period.
9. If Dominion East Ohio Gas acts as the billing agent for the Retail Natural Gas Supplier, customer partial payments will be credited as follows:

Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice must be apportioned to past due Dominion East Ohio Gas service and delivery charges, then to any current Retail Natural Gas Supplier unless the Member pays the entire amount past due or more. In that case any amount paid over the amount past due shall be applied first to Dominion East Ohio Gas service and delivery charges.

10. Dominion East Ohio Gas will not disconnect a Member's natural gas service for nonpayment of competitive Retail Natural Gas Service charges or in the event of a bill dispute of such charges.
11. Full payment of a budget amount due is not to be construed as a partial payment.

Appendix D

Services to be provided to Members

Determination of the Rates:

The rates charged for Retail Natural Gas Service will be determined by adding an administrative fee on a per Mcf or Ccf basis to the rates for Retail Natural Gas Service proposed by the selected Certified Retail Natural Gas Supplier.

Plan for providing the Opt-Out notice:
See the Appendix A Education Process.

Process for developing pool of accounts that will be included in the aggregation:

The accounts that will be included in the aggregation will be based on the account's eligibility to participate in Aggregation Group for which favorable pricing can be obtained for both residents and small commercial. The accounts located within County of Summit will be first identified by zip code, and the Aggregation Services Consultant will provide further analysis to include accounts within the boundary and exclude accounts outside of the boundaries of the County. Only Members whose information is provided to the Aggregation Services Consultant by Dominion East Ohio Gas and those Members who currently do not have any commitments under contracts with other Retail Natural Gas Suppliers will be eligible for participation. The Aggregation Services Consultant will then exclude all Members electing to "opt-out" and all Members whose opt-out notice is returned as undeliverable.

Policies associated with a Member moving into the aggregation:

A resident and business that moves into County of Summit, per the Rules for Competitive Retail Natural Gas Service and its Providers pursuant to Chapter 4901, of the Revised Code. Initially, service will have to be granted by Dominion East Ohio Gas and then subsequently with the Retail Natural Gas Supplier of choice from the County of Summit at the current rate available. At the direction of The County, but not more frequently than quarterly, the Aggregation Services Consultant will provide an Opt-In process for new residents and businesses, or potential new members. The disclosure form and the process will be the same as for initial members of the program; the pricing available will depend on the then current price available from the Retail Natural Gas Supplier.

A resident or business that moves from a location will be dropped from the existing supplier, per the rules of Dominion East Ohio Gas. No fees will be charged. If the resident and business relocates within the County of Summit, they will be treated the same as any resident and business that moves into the County of Summit.

Policies associated with the ability of Members who had previously opted out of the Aggregation Program:

A resident or business that elects to "Opt-Out" of the Aggregation Group, will be given the opportunity to rejoin the Aggregation Group in the next Opt Out process following the two year anniversary of that Member's election to "Opt-Out". If a resident or business would like to rejoin the group prior to the second anniversary of the original "Opt-Out", then they will be included in the next group formed for new members. Once a resident or business elects to "Opt-

Out" of a given Aggregation Group, their re-inclusion in that given group will be at the discretion of the Retail Natural Gas Supplier.

County of Summit
Exhibit B-3 Automatic Aggregation Disclosure
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The County of Summit officials would like to offer you the opportunity to join with other Summit residents and small businesses to possibly save money on the natural gas you use.

The goal of the program is to achieve a lower natural gas bill, with a price per CCF for the competitive portion of the bill below the Gas Cost Recover (GCR) charge you would experience staying with Columbia Gas of Ohio. However, savings are not guaranteed.

There is no cost to enroll in Summit's natural gas program. Of course, you are not obligated to join Summit's natural gas aggregation program. You have the next 21 days – until MDYY – to return the enclosed "opt-Out" form. By returning the signed form you will be excluded from the opportunity to join with other Summit citizens in Summit's natural gas aggregations program.

Once enrolled in the aggregation program, you will be sent a notice every two years asking if you wish to remain in Summit's aggregation program.

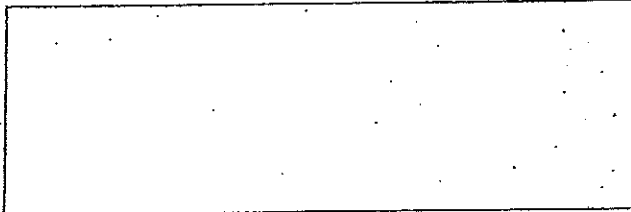
If you have any questions or concerns, you may call The E Group, a team of experts assisting Summit in the aggregations process, toll-free at 1-8xx-xxx-xxxx, Monday through Friday (:00am to J:30pm.

Sincerely,

County of Summit



Direct Energy



IMPORTANT INFORMATION
From the County of Summit and Direct Energy
regarding your Natural Gas Supply Service.

Premise Address: <Premise Address>
Account Number: <Account Number>

<Drop Date>

Dear <Customer Name>:

Direct Energy is the County of Summit's natural gas supplier for the County's Natural Gas Opt-Out Aggregation Program!

This exciting program offers:
A fixed rate of \$5.393 per Mcf
A senior citizen discount!

We are pleased to announce that the County of Summit has selected Direct Energy as the natural gas supplier for the County's Natural Gas Opt-Out Aggregation Program for an additional two years. Under this arrangement, Direct Energy will supply your natural gas at the fixed rate of \$5.393 per Mcf beginning with your March 2012 billing cycle and continuing through your February 2014 billing cycle. After your February 2014 billing cycle, the rate may become variable unless the County of Summit and Direct Energy establish a new rate and offer. Please note that this special rate does not include utility charges and taxes.

With Direct Energy's offer, you can cancel at any time without an early cancellation fee. The Program runs through your February 2014 billing cycle. However, after your February 2014 billing cycle you will receive another notification reminding you of your participation in the Program and your ability to opt-out without penalty.

To be eligible to participate in the Program, you must:

- Have a residence or business located in the County of Summit
- Receive your natural gas supply from Dominion East Ohio (DEO) (and therefore not be under contract with another retail natural gas supplier)
- Meet Ohio non-mercantile requirements
- Be current with your natural gas payments
- Not be enrolled in the Percentage of Income Payment Plan Program (PIPP)

If you do NOT wish to take advantage of this natural gas program, you must "Opt-Out" by using the instructions on the reverse side of this letter.

Why the County of Summit's Natural Gas Opt-Out Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll! All eligible consumers will be automatically enrolled in the Program. Your local utility will continue to send your monthly natural gas billing and you will continue to send only one payment to the local utility for their charges and Direct Energy's charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.
- **Exclusive Rate for Senior Citizens.** The County of Summit has negotiated a discount of \$0.10 per Mcf off the commodity rate for Senior Citizens 65 and older who are the primary owners of their residence. This special rate is available to eligible seniors by calling the Direct Energy Customer Service Department at 1-866-760-6040.

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You will be automatically enrolled in the County of Summit's Natural Gas Opt-Out Aggregation Program unless you choose NOT to participate by "opting-out". If you do NOT wish to participate in the Program, you must "opt-out" by calling Direct Energy by January 30, 2012 OR by completing the "opt-out" Election Form below and returning it to Direct Energy with a postmark date no later than January 30, 2012. If you "opt-out" of the Program, your natural gas will continue to be supplied by your local utility at the Standard Choice Offer rate.

You will find additional details about the County of Summit's Natural Gas Opt-Out Aggregation Program in the Frequently Asked Questions and Terms and Conditions within this mailer. Please read them carefully. If you have additional questions about this offer, please contact Direct Energy at 1-866-760-6040, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice).

Respectfully,

The County of Summit and Direct Energy

The County of Summit's Natural Gas Aggregation Opt-Out Program Election Form

- ☐ I elect NOT to participate in the County of Summit's Natural Gas Opt-Out Aggregation Program with Direct Energy. Please return the election form to: Direct Energy – County of Summit Aggregation, PMB #51, 7385 North State Route 3, Westerville, Ohio 43082.

Account Holder's Name: _____ Date: _____
Please Print

Account Number: <Account Number> Phone Number: _____

Service Address: _____

City: _____ State: OH Zip-Code: _____

Signature: _____

This form must be post-marked no later than January 30, 2012.

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the County of Summit's Natural Gas Opt-Out Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this Program. I understand that I must complete this form and mail it to Direct Energy with a postmark no later than January 30, 2012. If this form is not postmarked by this date, I understand that I will be automatically enrolled in the County of Summit's Natural Gas Opt-Out Aggregation Program. I assume full responsibility to send to Direct Energy the "opt-out" Election Form.

The governing authority of the County of Summit passed by affirmative vote an Ordinance on August 26, 2002, under which the County of Summit was authorized to establish an opt-out natural gas aggregation program in the County of Summit pursuant to Chapter 4929.26 of the Ohio Revised Code. On August 26, 2002, residents voted in favor of giving the County of Summit authority to aggregate retail natural gas loads located in the County of Summit, which authority includes, without limitation, the ability of the County of Summit to enter into an agreement with a natural gas supplier, or other natural gas aggregator, on behalf of all of the residents of the County of Summit for the retail supply of natural gas. In such an aggregation, retail natural gas loads are aggregated automatically except where any resident elects to opt-out of the aggregation. As part of being a Government Aggregator, the County of Summit is certified by the Public Utilities Commission of Ohio and operates under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4901:1-28-04 of the Ohio Revised Code ("ORC").

Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Service. To be eligible to participate in the Natural Gas Aggregation Program, you must have a residence or business located in the County of Summit, receive your natural gas from Dominion East Ohio (and therefore not be under contract with another retail natural gas supplier), meet Ohio non-mercantile requirements, be current with your natural gas payments, and not be enrolled in the PIPP program.

Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Agreement.

If you believe you received this letter in error, please contact Direct Energy's call center immediately to ensure that you are not automatically enrolled in the County of Summit's Natural Gas Aggregation Program.

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The County of Summit (the "Governmental Aggregator") and Direct Energy Services, LLC ("Direct Energy")
Natural Gas Opt-Out Aggregation Program
Terms and Conditions and Appointment of Limited Agent (the "Agreement")

1. **Agreement to Purchase Natural Gas.** Direct Energy will supply your natural gas as delivered by your Natural Gas Utility ("NGU"). The essential terms of your service are as follows:

Initial Term	Initial Term Rate	Cancellation Fee	Rate after Initial Term
The Initial Term of your service is expected to begin with the billing cycle as determined by your NGU tariff and will continue through the February 2014 billing cycle, subject to earlier termination pursuant to the term of this Agreement ("Initial Term").	For your March 2012 through February 2014 billing cycles, you will pay Direct Energy \$5.393 per Mcf. All rates exclude NGU charges and taxes. Through the remaining Initial Term, the Governmental Aggregator will select either a variable rate per Mcf or a stable rate per Mcf. At the time that selection is made, the Governmental Aggregator will also determine the number of billing cycles to which that type of rate will apply (see Section 3 below). A Senior Citizens discount is available (see Section 4).	You can cancel this Agreement at any time without an early cancellation fee. You must contact Direct Energy at the telephone number in Section 13 to cancel your service.	Upon completion of the Initial Term, this Agreement and your natural gas service from Direct Energy will expire unless the Governmental Aggregator renews the Natural Gas Opt-Out Aggregation Program with Direct Energy. If a renewal occurs, you will be notified of the renewal, receive a written notice of any proposed changes to the terms and conditions of this Agreement, and have the ability to opt-out of the Program without penalty.

2. **Term of Agreement.** Subject to Direct Energy's acceptance of your enrollment under this Agreement and acceptance by your Natural Gas Utility ("NGU"), you hereby appoint Direct Energy as your exclusive limited agent and supplier for natural gas service pursuant to the terms of Governmental Aggregator's Natural Gas Opt-Out Aggregation Program. The start of your service is subject to the timing of your enrollment under the NGU's meter reading schedule. Accordingly, if your enrollment is not accepted by the NGU by the applicable meter reading date for your particular billing cycle, your service will not start until the following billing cycle. After the end of the Initial Term, this Agreement and your natural gas service from Direct Energy will expire unless the Governmental Aggregator renews the Program with Direct Energy as set forth in Section 10. Your NGU will continue to deliver your natural gas, and provide billing and other services.

3. **Pricing, Billing and Payment Terms.** Under this Agreement, you will continue to pay distribution and transportation costs to your NGU. Your natural gas supply rate for the Initial Term starting with your March 2012 billing cycle and continuing through your February 2014 billing cycle will be \$5.393 per Mcf. After the February 2014 billing cycle, you will receive a variable rate unless the Governmental Aggregator sets a stable rate under its Program. If a variable rate is selected by the Governmental Aggregator, the variable rate will vary from month to month and will equal the sum of the following (i) \$1.1849 per Mcf plus (ii) the NYMEX Henry Hub Monthly Natural Gas contract rate for the applicable delivery month upon termination of trading converted from mmBtu to Mcf. If the Governmental Aggregator selects a stable rate, it shall also determine the duration of such stable rate, such duration not to extend beyond the Initial Term as described above, and you will be notified of the new rate prior to the billing cycle to which the new rate applies. These rates do not include utility charges or applicable taxes.

The NYMEX is the commodity exchange on which Natural Gas Futures contracts are traded and is the foundation from which natural gas transactions are rated within the United States and its market rates are available from various publications including the Wall Street Journal and various internet sites. If a variable rate is selected in year two (2) of this Program, you may obtain your monthly rate by calling a Direct Energy customer service representative at 1-866-760-6040. Direct Energy's rates are exclusive of all applicable state and local taxes and NGU charges. Your NGU will send you a single monthly billing that will include your NGU's charges and Direct Energy's charges and you will continue to pay your billing in accordance with the NGU's billing and payment policies. In the event that you fail to pay your billing or fail to meet any agreed-upon payment arrangement, Direct Energy may terminate this Agreement after providing you with fourteen (14) days written notice or you may be returned to utility service by the NGU. Such termination will not relieve you of your payment obligations to Direct Energy for service to the date of such termination. You have the right to request without charge up to twenty-four (24) months of payment history for services rendered by Direct Energy.

4. **Senior Citizen Discount.** Seniors may receive a rate that is \$0.10 per Mcf lower than the rate stated in Pricing, Billing and Payment Terms section of this Agreement. In order to receive the Senior Citizen Discount above, you must call Direct Energy's Customer Service Contact Center at 1-866-760-6040, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice) to validate your status as a Senior Citizen and primary owner of the residence to receive retail natural gas service from Direct Energy. To confirm your status as a Senior Citizen for the purpose of this program, you must validate that you are at least sixty-five (65) years old at the time of the call. Such discount will only be applied prospectively, and may take one (1) or more billing cycles before it appears on your billing. Direct Energy is not liable for any lost savings due to you not requesting this discount in a timely fashion, or due to any delay between your request and it actually appearing on your billing.

5. **Termination.** You understand that this Agreement will terminate automatically without penalty if any of the following occurs: (a) The requested service location is not served by the incumbent natural gas company, (b) you move outside the incumbent natural gas company's service area, to an area not served by Direct Energy, or to an area outside the Governmental Aggregator's territory, or (c) Direct Energy or the Governmental Aggregator returns your sales service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement. If you move within the Governmental

Aggregator's territory and wish to continue taking service from Direct Energy under this Agreement you must contact Direct Energy with your new service location account information in a timely fashion to transfer your service. You understand that processing the move will be subject to utility transaction processing timelines. Further, you understand that you are responsible for any switching fees imposed by your NGU. You understand that you have the right to terminate this Agreement without penalty in the event: (a) you relocate, or (b) this Agreement allows Direct Energy or the Governmental Aggregator such a right for reasons other than customer nonpayment.

6. **Cancellation.** Your NGU will send you a written notice confirming your decision to enroll with Direct Energy. You understand that you may rescind your enrollment without penalty within seven (7) business days of the postmark on the NGU's confirmation letter by calling or writing to your NGU. You understand that you also have the right to cancel this Agreement after seven (7) business days without penalty or early termination fee by contacting Direct Energy verbally at 1-866-760-6040 or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve you of your payment obligations to Direct Energy for any supply service received to the date of cancellation.

7. **Switching.** If you change your Natural Gas Supplier, your NGU may apply a switching fee under the incumbent NGU's tariff and you will be responsible for that fee. If you return to your NGU after switching to a competitive supplier, you may be charged a rate other than the incumbent NGU's regulated service commodity rate.

8. **Assignment and Successors.** This Agreement can be transferred or assigned by Direct Energy to any affiliate or another supplier upon thirty (30) days advance written notice. You cannot transfer or assign this Agreement to another party. This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assignees.

9. **Privacy of Customer Information.** Direct Energy will not release your social security number and/or account number(s) without your affirmative written consent except where such release is required by court order or by commission order or rule.

10. **Renewal.** Upon completion of the Initial Term, this Agreement and your natural gas service from Direct Energy will expire unless the Governmental Aggregator renews the Natural Gas Opt-Out Aggregation Program with Direct Energy. If a renewal occurs, you will be notified of the renewal, receive a written notice of any proposed changes to the terms and conditions of this Agreement, and have the ability to opt-out of the Program without penalty.

11. **Disclaimer of Representations and Warranties.** DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. **Force Majeure.** Direct Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of Direct Energy ("Force Majeure Events") may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy does not transmit or distribute natural gas. Therefore, you agree that Direct Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGU including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority (including but not limited to the PUCO), or any cause beyond Direct Energy's control.

The remedy in any claim or suit by you against Direct Energy will be limited to direct actual damages. By entering into this Agreement, you waive any right to any other remedy. In no event will either Direct Energy or you be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. **Direct Energy Contact Information.** If you have a question about or disagree with the natural gas commodity portion of your billing, you may call Direct Energy's Customer Service Department at 1-866-760-6040, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). You may also write to Direct Energy at: PMB #51, 7385 North State Route 3, Westerville, OH 43082. The address for the Governmental Aggregator is The County of Summit, Ohio Building 8th Floor, 175 S Main St, Akron, OH 44308.

14. **Dispute Resolution.** If your complaint is not resolved after you have called Direct Energy, 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 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. 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 at www.pickocc.org.

15. **Emergency.** In the event of an emergency such as a gas leak, please call your NGU at 1-877-542-2630.

Direct Energy
The County of Summit Natural Gas Opt-Out Aggregation Program
Frequently Asked Questions

WHAT IS A NATURAL GAS OPT-OUT AGGREGATION PROGRAM?

Under this Natural Gas Opt-Out Aggregation Program, the County of Summit acted on behalf of its natural gas consumers to select a supplier to provide retail natural gas service to the consumers as a group (also called an "aggregation"). The supplier, through its ability to buy natural gas for the aggregation in large quantities, was able to secure a long-term supply of natural gas at competitive rates.

The County of Summit's residents voted in favor of the County having the authority to aggregate the retail natural gas loads located in the County. The governing authority of the County of Summit passed an ordinance or resolution adopting this Natural Gas Opt-Out Aggregation Program.

The County of Summit has selected Direct Energy as its natural gas supplier to serve its eligible residents and small businesses.

HOW DO I ENROLL?

You do not have to do anything to enroll. All eligible customers will be automatically included in the program unless you choose to "opt-out." If you do not respond to this letter, the utility will complete the enrollment process. Once the utility completes your enrollment, they will mail you an enrollment confirmation notice to inform you that your natural gas supply will be provided by Direct Energy. However, if you do not want to enroll in the program, you have until January 30, 2012, to opt-out.

WHEN WILL THE PROGRAM START AND END?

The Program will begin as early as your March 2012 billing cycle and will continue through your February 2014 billing cycle. If your enrollment request is not received or accepted by the local natural gas utility in time for your March 2012 billing cycle, then your service will begin on the next applicable meter reading date. The Program is effective through the February 2014 billing cycle, unless extended by the County of Summit and Direct Energy. If the Program is extended for another term, you will receive a notice with another opportunity to opt-out or continue with the new Program.

WHAT IS MY RATE?

The County of Summit has ensured that you will receive the fixed rate of \$5.393 per Mcf through your February 2014 billing cycle. When the February 2014 billing cycle ends, the rate may become variable unless the County of Summit and Direct Energy establish a new rate. Direct Energy's rate does not include utility charges or applicable taxes. There is no enrollment fee for this offer.

CAN I STILL ENJOY THE BENEFITS OF BUDGET BILLING?

Absolutely! If you are interested in receiving budget billing please contact your local natural gas utility to sign up for this billing plan. If you are currently on budget billing with your local utility, then you do not have to do anything because it will continue with the County of Summit's Natural Gas Opt-Out Aggregation Program.

ARE THERE ANY CANCELLATION FEES IF I CANCEL EARLY?

No. With Direct Energy's offer you have the ability to cancel your customer agreement at any time without penalty.

WHERE DO I SEND MY PAYMENT?

Direct Energy's commodity charge will appear as a line item on the billing you receive from your local natural gas utility, so you'll simply continue to send one monthly payment to your local natural gas utility.

WHAT ELSE CAN YOU TELL ME ABOUT DIRECT ENERGY?

Direct Energy is part of the Centrica group of companies and one of the largest providers of non-utility retail energy services in North America. Direct Energy supports approximately 6 million customer relationships across North America.

WHO DO I CONTACT IF I HAVE ADDITIONAL QUESTIONS?

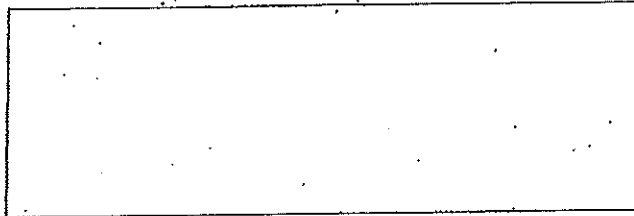
If you have any additional questions about this offer or any of the other services that Direct Energy provides, please contact our Customer Service Department at 1-866-760-6040, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). To learn more about us, you may also visit our web site at www.directenergy.com.

And remember, in any time there's an emergency situation such as a natural gas leak, please contact your local natural gas utility as soon as possible because they will continue to respond to emergency service repairs and maintenance issues.



Direct Energy

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IMPORTANT INFORMATION
From the County of Summit and Direct Energy
regarding your Natural Gas Supply Service.

Premise Address: <Premise Address>
Account Number: <Account Number>

<Drop Date>

Dear <Customer Name>:

Direct Energy is the County of Summit's natural gas supplier for the County's Natural Gas Opt-Out Aggregation Program!

This exciting program offers:
A fixed rate of \$5.393 per Mcf

We are pleased to announce that the County of Summit has selected Direct Energy as the natural gas supplier for the County's Natural Gas Opt-Out Aggregation Program for an additional two years. Under this arrangement, Direct Energy will supply your natural gas at the fixed rate of \$5.393 per Mcf beginning with your March 2012 billing cycle and continuing through your February 2014 billing cycle. After your February 2014 billing cycle, the rate may become variable unless the County of Summit and Direct Energy establish a new rate and offer. Please note that this special rate does not include utility charges and taxes.

With Direct Energy's offer, you can cancel at any time without an early cancellation fee. The Program runs through your February 2014 billing cycle. However, after your February 2014 billing cycle you will receive another notification reminding you of your participation in the Program and your ability to opt-out without penalty.

To be eligible to participate in the Program, you must:

- Have a residence or business located in the County of Summit
- Receive your natural gas supply from Dominion East Ohio (DEO) (and therefore not be under contract with another retail natural gas supplier)
- Meet Ohio non-mercantile requirements
- Be current with your natural gas payments
- Not be enrolled in the Percentage of Income Payment Plan Program (PIPP)

If you do NOT wish to take advantage of this natural gas program, you must "Opt-Out" by using the instructions on the reverse side of this letter.

Why the County of Summit's Natural Gas Opt-Out Aggregation Program is a Smart Choice:

- It's Easy to Participate. You don't have to do anything to enroll! All eligible consumers will be automatically enrolled in the Program. Your local utility will continue to send your monthly natural gas billing and you will continue to send only one payment to the local utility for their charges and Direct Energy's charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

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You will be automatically enrolled in the County of Summit's Natural Gas Opt-Out Aggregation Program unless you choose NOT to participate by "opting-out". If you do NOT wish to participate in the Program, you must "opt-out" by calling Direct Energy by January 30, 2012 OR by completing the "opt-out" Election Form below and returning it to Direct Energy with a postmark date, no later than January 30, 2012. If you "opt-out" of the Program, your natural gas will continue to be supplied by your local utility at the Standard Choice Offer rate.

You will find additional details about the County of Summit's Natural Gas Opt-Out Aggregation Program in the Frequently Asked Questions and Terms and Conditions within this mailer. Please read them carefully. If you have additional questions about this offer, please contact Direct Energy at 1-866-760-6040, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice).

Respectfully,

The County of Summit and Direct Energy

The County of Summit's Natural Gas Aggregation Opt-Out Program Election Form

- ☐ I elect NOT to participate in the County of Summit's Natural Gas Opt-Out Aggregation Program with Direct Energy. Please return the election form to: Direct Energy - County of Summit Aggregation, PMB #51, 7385 North State Route 3, Westerville, Ohio 43082.

Account Holder's Name: _____
Please Print

Date: _____

Account Number: <Account Number>

Phone Number: _____

Service Address: _____

City: _____

State: OH

Zip-Code: _____

Signature: _____

This form must be post-marked no later than January 30, 2012

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the County of Summit's Natural Gas Opt-Out Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this Program. I understand that I must complete this form and mail it to Direct Energy with a postmark no later than January 30, 2012. If this form is not postmarked by this date, I understand that I will be automatically enrolled in the County of Summit's Natural Gas Opt-Out Aggregation Program. I assume full responsibility to send to Direct Energy the "opt-out" Election Form.

The governing authority of the County of Summit passed by affirmative vote an Ordinance on August 26, 2002, under which the County of Summit was authorized to establish an opt-out natural gas aggregation program in the County of Summit pursuant to Chapter 4929.26 of the Ohio Revised Code. On August 26, 2002, residents voted in favor of giving the County of Summit authority to aggregate retail natural gas loads located in the County of Summit, which authority includes, without limitation, the ability of the County of Summit to enter into an agreement with a natural gas supplier, or other natural gas aggregator, on behalf of all of the residents of the County of Summit for the retail supply of natural gas. In such an aggregation, retail natural gas loads are aggregated automatically except where any resident elects to opt-out of the aggregation. As part of being a Government Aggregator, the County of Summit is certified by the Public Utilities Commission of Ohio and operates under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4901:1-28-04 of the Ohio Revised Code ("ORC").

Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Service. To be eligible to participate in the Natural Gas Aggregation Program, you must have a residence or business located in the County of Summit, receive your natural gas from Dominion East Ohio (and therefore not be under contract with another retail natural gas supplier), meet Ohio non-mercantile requirements, be current with your natural gas payments, and not be enrolled in the PIPP program.

Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Agreement.

If you believe you received this letter in error, please contact Direct Energy's call center immediately to ensure that you are not automatically enrolled in the County of Summit's Natural Gas Aggregation Program.

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The County of Summit (the "Governmental Aggregator") and Direct Energy Services, LLC ("Direct Energy")
Natural Gas Opt-Out Aggregation Program
Terms and Conditions and Appointment of Limited Agent (the "Agreement")

1. **Agreement to Purchase Natural Gas.** Direct Energy will supply your natural gas as delivered by your Natural Gas Utility ("NGU"). The essential terms of your service are as follows:

Initial Term	Initial Term Rate	Cancellation Fee	Rate after Initial Term
The Initial Term of your service is expected to begin with the billing cycle as determined by your NGU tariff and will continue through the February 2014 billing cycle, subject to earlier termination pursuant to the term of this Agreement ("Initial Term").	For your March 2012 through February 2014 billing cycles, you will pay Direct Energy \$5.393 per Mcf. All rates exclude NGU charges and taxes. Through the remaining Initial Term, the Governmental Aggregator will select either a variable rate per Mcf or a stable rate per Mcf. At the time that selection is made, the Governmental Aggregator will also determine the number of billing cycles to which that type of rate will apply (see Section 3 below).	You can cancel this Agreement at any time without an early cancellation fee. You must contact Direct Energy at the telephone number in Section 12 to cancel your service.	Upon completion of the Initial Term, this Agreement and your natural gas service from Direct Energy will expire unless the Governmental Aggregator renews the Natural Gas Opt-Out Aggregation Program with Direct Energy. If a renewal occurs, you will be notified of the renewal, receive a written notice of any proposed changes to the terms and conditions of this Agreement, and have the ability to opt-out of the Program without penalty.

2. **Term of Agreement.** Subject to Direct Energy's acceptance of your enrollment under this Agreement and acceptance by your Natural Gas Utility ("NGU"), you hereby appoint Direct Energy as your exclusive limited agent and supplier for natural gas service pursuant to the terms of Governmental Aggregator's Natural Gas Opt-Out Aggregation Program. The start of your service is subject to the timing of your enrollment under the NGU's meter reading schedule. Accordingly, if your enrollment is not accepted by the NGU by the applicable meter reading date for your particular billing cycle, your service will not start until the following billing cycle. After the end of the Initial Term, this Agreement and your natural gas service from Direct Energy will expire unless the Governmental Aggregator renews the Program with Direct Energy as set forth in Section 9. Your NGU will continue to deliver your natural gas, and provide billing and other services.

3. **Pricing, Billing and Payment Terms.** Under this Agreement, you will continue to pay distribution and transportation costs to your NGU. Your natural gas supply rate for the initial Term starting with your March 2012 billing cycle and continuing through your February 2014 billing cycle will be \$5.393 per Mcf. After the February 2014 billing cycle, you will receive a variable rate unless the Governmental Aggregator sets a stable rate under its Program. If a variable rate is selected by the Governmental Aggregator, the variable rate will vary from month to month and will equal the sum of the following (i) \$1.1849 per Mcf plus (ii) the NYMEX Henry Hub Monthly Natural Gas contract rate for the applicable delivery month upon termination of trading converted from mmBtu to Mcf. If the Governmental Aggregator selects a stable rate, it shall also determine the duration of such stable rate, such duration not to extend beyond the Initial Term as described above, and you will be notified of the new rate prior to the billing cycle to which the new rate applies. These rates do not include utility charges or applicable taxes.

The NYMEX is the commodity exchange on which Natural Gas Futures contracts are traded and is the foundation from which natural gas transactions are rated within the United States and its market rates are available from various publications including the Wall Street Journal and various Internet sites. If a variable rate is selected in year two of this Program, you may obtain your monthly rate by calling a Direct Energy customer service representative at 1-866-760-6040. Direct Energy's rates are exclusive of all applicable state and local taxes and NGU charges. Your NGU will send you a single monthly billing that will include your NGU's charges and Direct Energy's charges and you will continue to pay your billing in accordance with the NGU's billing and payment policies. In the event that you fail to pay your billing or fail to meet any agreed-upon payment arrangement, Direct Energy may terminate this Agreement after providing you with fourteen (14) days written notice or you may be returned to utility service by the NGU. Such termination will not relieve you of your payment obligations to Direct Energy for service to the date of such termination. You have the right to request without charge up to twenty-four (24) months of payment history for services rendered by Direct Energy.

4. **Termination.** You understand that this Agreement will terminate automatically without penalty if any of the following occurs: (a) The requested service location is not served by the incumbent natural gas company, (b) you move outside the incumbent natural gas company's service area, to an area not served by Direct Energy, or to an area outside the Governmental Aggregator's territory, or (c) Direct Energy or the Governmental Aggregator returns your sales service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement. If you move within the Governmental Aggregator's territory and wish to continue taking service from Direct Energy under this Agreement you must contact Direct Energy with your new service location account information in a timely fashion to transfer your service. You understand that processing the move will be subject to utility transaction processing timelines. Further, you understand that you are responsible for any switching fees imposed by your NGU. You understand that you have the right to terminate this Agreement without penalty in the event: (a) you relocate, or (b) this Agreement allows Direct Energy or the Governmental Aggregator such a right for reasons other than customer nonpayment.

5. **Cancellation.** Your NGU will send you a written notice confirming your decision to enroll with Direct Energy. You understand that you may rescind your enrollment without penalty within seven (7) business days of the postmark on the NGU's confirmation letter by calling or writing to your NGU. You understand that you also have the right to cancel this Agreement after seven (7) business days without penalty or early termination fee by contacting Direct Energy.

verbally at 1-866-760-6040 or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve you of your payment obligations to Direct Energy for any supply service received to the date of cancellation.

6. Switching. If you change your natural gas supplier from Direct Energy, your NGU may apply a switching fee under the Incumbent NGU's tariff and you will be responsible for that fee. If you return to your NGU after switching to a competitive supplier, you may be charged a rate other than the Incumbent NGU's regulated service commodity rate.

7. Assignment and Successors. This Agreement can be transferred or assigned by Direct Energy to any affiliate or another supplier upon thirty (30) days advance written notice. You cannot transfer or assign this Agreement to another party. This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assignees.

8. Privacy of Customer Information. Direct Energy will not release your social security number and/or account number(s) without your affirmative written consent, except where such release is required by court order or by commission order or rule.

9. Renewal. Upon completion of the Initial Term, this Agreement and your natural gas service from Direct Energy will expire unless the Governmental Aggregator renews the Natural Gas Opt-Out Aggregation Program with Direct Energy. If a renewal occurs, you will be notified of the renewal, receive a written notice of any proposed changes to the terms and conditions of this Agreement, and have the ability to opt-out of the Program without penalty.

10. Disclaimer of Representations and Warranties. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

11. Force Majeure. Direct Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of Direct Energy ("Force Majeure Events") may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy does not transmit or distribute natural gas. Therefore, you agree that Direct Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGU including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority (including but not limited to the PUCO), or any cause beyond Direct Energy's control.

The remedy in any claim or suit by you against Direct Energy will be limited to direct actual damages. By entering into this Agreement, you waive any right to any other remedy. In no event will either Direct Energy or you be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

12. Direct Energy Contact Information. If you have a question about or disagree with the natural gas commodity portion of your billing, you may call Direct Energy's Customer Service Department at 1-866-760-6040, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). You may also write to Direct Energy at: PMB #51, 7385 North State Route 3, Westerville, OH 43082. The address for the Governmental Aggregator is The County of Summit, Ohio Building 8th Floor, 175 S Main St, Akron, OH 44308.

13. Dispute Resolution. If your complaint is not resolved after you have called Direct Energy, 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 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. 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 at www.pickccc.org.

14. Emergency. In the event of an emergency such as a gas leak, please call your NGU at 1-877-542-2630.

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Direct Energy
The County of Summit Natural Gas Opt-Out Aggregation Program
Frequently Asked Questions

WHAT IS A NATURAL GAS OPT-OUT AGGREGATION PROGRAM?

Under this Natural Gas Opt-Out Aggregation Program, the County of Summit acted on behalf of its natural gas consumers to select a supplier to provide retail natural gas service to the consumers as a group (also called an "aggregation"). The supplier, through its ability to buy natural gas for the aggregation in large quantities, was able to secure a long-term supply of natural gas at competitive rates.

The County of Summit's residents voted in favor of the County having the authority to aggregate the retail natural gas loads located in the County. The governing authority of the County of Summit passed an ordinance or resolution adopting this Natural Gas Opt-Out Aggregation Program.

The County of Summit has selected Direct Energy as its natural gas supplier to serve its eligible residents and small businesses.

HOW DO I ENROLL?

You do not have to do anything to enroll. All eligible customers will be automatically included in the program unless you choose to "opt-out." If you do not respond to this letter, the utility will complete the enrollment process. Once the utility completes your enrollment, they will mail you an enrollment confirmation notice to inform you that your natural gas supply will be provided by Direct Energy. However, if you do not want to enroll in the program, you have until January 30, 2012, to opt-out.

WHEN WILL THE PROGRAM START AND END?

The Program will begin as early as your March 2012 billing cycle and will continue through your February 2014 billing cycle. If your enrollment request is not received or accepted by the local natural gas utility in time for your March 2012 billing cycle, then your service will begin on the next applicable meter reading date. The Program is effective through the February 2014 billing cycle, unless extended by the County of Summit and Direct Energy. If the Program is extended for another term, you will receive a notice with another opportunity to opt-out or continue with the new Program.

WHAT IS MY RATE?

The County of Summit has ensured that you will receive the fixed rate of \$5.393 per Mcf through your February 2014 billing cycle. When the February 2014 billing cycle ends, the rate may become variable unless the County of Summit and Direct Energy establish a new rate. Direct Energy's rate does not include utility charges or applicable taxes. There is no enrollment fee for this offer.

CAN I STILL ENJOY THE BENEFITS OF BUDGET BILLING?

Absolutely! If you are interested in receiving budget billing please contact your local natural gas utility to sign up for this billing plan. If you are currently on budget billing with your local utility, then you do not have to do anything because it will continue with the County of Summit's Natural Gas Opt-Out Aggregation Program.

ARE THERE ANY CANCELLATION FEES IF I CANCEL EARLY?

No. With Direct Energy's offer you have the ability to cancel your customer agreement at any time without penalty.

WHERE DO I SEND MY PAYMENT?

Direct Energy's commodity charge will appear as a line item on the billing you receive from your local natural gas utility, so you'll simply continue to send one monthly payment to your local natural gas utility.

WHAT ELSE CAN YOU TELL ME ABOUT DIRECT ENERGY?

Direct Energy is part of the Centrica group of companies and one of the largest providers of non-utility retail energy services in North America. Direct Energy supports approximately 6 million customer relationships across North America.

WHO DO I CONTACT IF I HAVE ADDITIONAL QUESTIONS?

If you have any additional questions about this offer or any of the other services that Direct Energy provides, please contact our Customer Service Department at 1-866-760-6040, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). To learn more about us, you may also visit our web site at www.directenergy.com.

And remember, in any time there's an emergency situation such as a natural gas leak, please contact your local natural gas utility as soon as possible because they will continue to respond to emergency service repairs and maintenance issues.



Direct Energy

Dear «Customer_Name»:

This notice is a friendly reminder that you are currently enrolled in Direct Energy's Natural Gas Program. Beginning with your March 2012 billing cycle, your rate will be \$5.393 per Mcf (\$5.293 for eligible seniors*) which will continue through your February 2014 billing cycle. For additional details, please refer to the Terms and Conditions you received upon enrollment.

If you have any questions about this Program, please contact Direct Energy's Customer Care Team at 1-866-803-4618, Monday through Friday from 8:00 a.m. to 8:00 p.m., and Saturday from 8:00 a.m. to 5:00 p.m. EST.

Thank you.

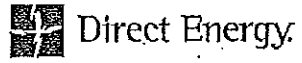
Sincerely,

Direct Energy Customer Care

If you are currently enrolled in the senior program, no action is needed at this time. If you are not enrolled in the senior program please call 1-866-803-4618 for senior program details.

For Internal use only: Summit_DCEE_RC_0312
RS: DE001879, DE001357, DE001383, DE001889, DE001358, DE002763
SC: DE001883, DE001380, DE001600, DE001387

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PMB #51
7385 North State Route 3
Westerville, OH 43082

«Customer_Name»
«Mailing_Address_1»
«City», «State» «Zip_Code».

Experience

Statement of Contract

The County of Summit has contracted with The E Group to provide consultation on and implementation of its natural gas aggregation program. Listed below is a description of The E Group's relevant experience, contract summary, as well as the biographies of key personnel that will work on the County of Summit's aggregation program.

Contracted Entity

FirstEnergy Solutions DBA The E Group
3330 W. Market Street, B2
Akron, OH 44333

Relevant Experiences

The E Group consults and manages over 2 BCF of natural gas on an annual basis as well as over 2 billion kwhs of electric energy for a portfolio of customers. The portfolio ranges from small commercial accounts to large industrial accounts to government aggregation accounts. The E Group has significant experience in providing energy management services to lower its clients' energy costs.

The E Group also has experience managing/procuring energy for groups with large membership. Currently, The E Group runs the natural gas aggregation programs for the City of Marion and the County of Summit. The E Group also has built and maintained databases for the electric aggregation for both the City of Marion and the City of Parma that are comprised of both residents and small business.

Summary of Contract

Project Phase	Activity
1	<u>Assessment and Project Definition</u> Identify program objectives Assess regulatory requirements Develop timelines for completion Provide list of potential suppliers Develop supplier selection criteria Provide potential prices for gas/GCR
2	<u>Implementation of Aggregated Group</u> Develop Operation and Governance Plan Plan, attend, and assist in 2 public hearings City Council to approve Operation and Governance Plan Apply for PUCO Certification Identify customer group Estimate total consumption for Request for Proposal (RFP)
3	<u>Selection of Alternative Supplier</u> Develop and issue RFP Summarize results/present recommendations Conduct contract negotiations
4	<u>Community Awareness</u> Conduct program opt-out
5	<u>Service the Contract</u> Monitor aggregated group Provide regulatory and market updates Complete required reporting

Team Members, Duties and Biographies

Tiffany Shepard

Tiffany J. Shepard is Director of The E Group for FirstEnergy Solutions (FES), the competitive subsidiary of FirstEnergy Corp. The E Group is a consulting division and Energy Service Provider, providing expertise and guidance in the areas of Information Management and Bill Pay, Energy Management and Energy Efficiency for clients across the United States.

Tiffany joined the company in 1999 in the Environmental Department, and has held various positions of increasing responsibility in throughout the organization.

In 2002, Tiffany became an Analyst in the Information Technology group, responsible for implementing various IT projects, initiatives, and business strategies. In 2007, Tiffany joined Business Analytics, where she lead special project teams and assisted business units across the organization with analytical studies and business planning. Tiffany assumed a leadership role within FirstEnergy in 2008 and was promoted to Manager of Business Solutions. She led both production support activities and large multi-year project initiatives until she was named to her current position in May 2011.

Tiffany earned a Bachelor of Science degree in Engineering Management, specializing in Environmental Science, from Miami University.

Kimberly Malcolm

Kimberly Malcolm is the Natural Gas Manager with The E Group, a non-regulated, wholly owned subsidiary of FirstEnergy Solutions. Kimberly has over 22 years of experience in the energy field. Areas of expertise include Gas and Electric Procurement, Credit Management, Rates and Regulatory Affairs, and Power Plant Engineering. As lead of the natural gas practice, Kimberly is currently responsible for researching, developing, and implementing procurement and hedging strategies for customers along with analyzing and evaluating rates and tariffs.

Kimberly was the procurement specialist assigned to GE Industrial Systems where she managed electric and natural gas procurement for a \$100 million plus annual energy spend. Currently, she serves as the natural gas supply side manager for Sherwin Williams, Verizon Wireless and Service Master. She was the project manager for the development of an electric procurement strategy for The State of Ohio, Office of Procurement Services. Previously, she managed electricity procurement for Sherwin Williams and Pinnacle Health Systems, and successfully managed The City of Parma's electric aggregation program that brought 10% savings to the residents.

Prior to assuming her positions with The E Group, Kimberly was supervisor of Credit and Collections for electric commodity sales in deregulated markets. Her responsibilities included setting policies for extending credit, determining credit enhancements, and credit scoring. Kimberly also developed credit and collection processes, evaluated and selected information systems, and determined credit requirements for multi-million dollar commercial and industrial accounts. She also analyzed accounts receivable and credit risk exposure.

As an Analyst in Rates and Regulatory Affairs, Kimberly performed financial analysis in the areas of revenue requirements and product pricing. She performed research on capital intensity of utility industry, operating costs, and inventory management; prepared standard filing requirement schedules on operating income for rate applications; and developed responses to regulatory inquiries regarding revenue and expenses. Kimberly also developed and implemented action plans for impact evaluation of demand side management (DSM) programs and developed customer surveys, analyzed results, and determined operating and financial impact of the programs.

Kimberly graduated from John Carroll University in 1996 with a Master of Business Administration (MBA) degree and from the Georgia Institute of Technology in 1985 with a Bachelor of Science degree in Mechanical Engineering.

Kimberly is a Certified Energy Procurement Professional by the Association of Energy Engineers.

Stephanie Cavelli

Duties: Develop and implement energy procurement strategies, research tariff applicability, risk management services for natural gas, and negotiating rates and contracts with suppliers and transportation negotiations with local distribution companies.

Stephanie Cavelli is a Business Analyst with the E Group. Stephanie has over 12 years of experience with the natural gas industry in scheduling, local distribution company (LDC) coordinating, energy consulting and accounts services. As a Business Analyst, Stephanie is currently responsible for researching, developing, and implementing procurement strategies for customers in the energy markets, in addition to analyzing and evaluating rates and tariffs.

Prior to assuming her present position with The E Group, Stephanie's position was Downstream Scheduler for FirstEnergy Solutions. Her responsibilities included forecasting customer consumption based on weather, heat load, and customer type. She also nominated and scheduled gas to customers in Ohio, Pennsylvania, and Kentucky. She was also responsible for balancing gas with the LDC's.

Stephanie is presently managing natural gas procurement for the State of Ohio's Natural Gas Aggregation Program. Under Stephanie's leadership, the program has generated significant term savings for its participants. She currently provides gas management services that include negotiating rates and contract and tariff analysis. She also prepares requests for natural gas pricing, analyzes natural gas related billings and works to correct any discrepancies. She also prepares monthly usage reports and savings analysis.

Stephanie is also responsible for gas procurement analysis and reporting for the City of Marion and County of Summit natural gas aggregation programs. Stephanie is also a Certified Energy Procurement Professional by the Association of Energy Engineers.