



FILE

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2008 SEP 19 PM 3:12

Phone: 330 995-2675
Toll Free: 888 862-6060
Fax: 216 274-9176
naturalgas-electric.com

September 18, 2008

PUCO

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

RE: Natural Gas Governmental Aggregation Opt-Out Notice to Eligible Customers in Stark County – Dominion East Ohio Service Territory (Case Number 04-1185-GA-GAG).

Enclosed please find an original and ten copies of the opt-out notice being sent to eligible customers in the Stark County natural gas aggregation program, who reside in the Dominion East Ohio service territory.

The mailing is currently scheduled to begin September 29, 2008 and the opt-out period is currently scheduled to end on or about November 1, 2008.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Stark County and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330 995-2675 or email me at mburns@naturalgas-electric.com

Sincerely,

A handwritten signature in cursive script that reads 'Mark R. Burns'.

Mark R. Burns
President

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician AM Date Processed 9/19/08



Stark County

RECEIVED-DOCKETING DIV

2009 SEP 19 PM 3:13



Direct Energy

[First] [Middle] [Last]
[Mail Address1]
[Mail City], [Mail State] [Mail Zip]

PUCO

IMPORTANT INFORMATION
From Stark County & Direct Energy
Regarding your Natural Gas Supply Service.

September 29, 2008

Premise Address: [Premise Address]
Account Number: <Account Number>

Dear [First] [Last]:

Stark County once again selects Direct Energy as its preferred natural gas supplier.
The Program offers the fixed rate of \$10.491 per Mcf!

We are pleased to announce that Stark County has once again selected Direct Energy as its preferred natural gas supplier for the county's Natural Gas Aggregation Program¹. Under this arrangement, Direct Energy will provide the fixed rate of \$10.491 per Mcf² for your December 2008 billing cycle through your November 2009 billing cycle. The Natural Gas Aggregation Program runs through your August 2010 billing cycle.

Through Stark County's Natural Gas Aggregation Program, eligible citizens³ will receive the fixed rate of \$10.491 per Mcf, starting with your December 2008 bill cycle and running through your November 2009 billing cycle. After the initial Natural Gas Aggregation Program, which will end with your August 2010 billing cycle, the County is required to provide all eligible residents and businesses in the community with the opportunity to join the Natural Gas Aggregation Program or to "Opt-Out" of the program without penalty.

You will be **automatically enrolled** in Stark County's Natural Gas Aggregation Program unless you choose NOT to participate by "Opting-Out" by November 1, 2008. The eligibility requirements for this exclusive offer are outlined below. If you do NOT wish to participate in this program, you must "Opt-Out" by using the instructions on the reverse side of this letter.

Stark County's Natural Gas Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible citizens will be **automatically enrolled** in the program unless you choose to "Opt-Out." Your local utility will continue to send your monthly natural gas bill and you will continue to remit one payment to the local utility for their charges and Direct Energy's charges. Also your local utility will still provide service for any emergency or maintenance issues.
- **You'll Receive a Fixed Rate.** Stark County has ensured that you will receive a natural gas commodity rate of \$10.491 per Mcf for your December 2008 billing cycle through the November 2009 billing cycle. After your November 2009 billing cycle, the rate may be variable on a month-to-month basis, unless a stable rate is selected by Stark County. Service will run through your August 2010 billing cycle.

¹ By affirmative vote the Stark County Board of Commissioners, on August 12, 2004, passed a resolution which proposed the aggregation of natural gas customers. The voters approved a ballot issue on November 2, 2004 for Stark County 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 Stark County 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. As part of being a Government Aggregator, Stark County 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").

² Direct Energy's rate excludes the utility charges and taxes.

³ 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 Stark County, be eligible to receive natural gas from Dominion East Ohio (DEO), meet Ohio non-mercantile requirements, be current with your natural gas payments, and not be enrolled in the PIPP program. 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 Stark County's Natural Gas Aggregation Program.

Again, you will be **automatically enrolled** in Stark County's Natural Gas Aggregation Program unless you choose NOT to participate by "Opting-Out". If you do NOT wish to participate in this program, you must "Opt-Out" by calling Direct Energy or by completing the "Opt-Out" Election Form below and returning it to Direct Energy by November 1, 2008. The "Opt-Out" Election Form must be returned at least 21 days from the post-marked date of this letter. If you "Opt-Out" of the Natural Gas Aggregation Program, your natural gas service will continue to be distributed by your local utility.

You will find additional details of Stark County's Natural Gas 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). You may also visit our web site at www.directenergy.com.

Respectfully,

Stark County and Direct Energy

Stark County's Natural Gas Aggregation Opt-Out Election Form

☐ I elect NOT to participate in Stark County's Natural Gas Aggregation Program with Direct Energy.

Account Holder's Name: (Print) _____ Date: _____

Account Number: < Account Number >

Service Address: _____

City: _____ State: OH Zip Code: _____

Telephone Number: (_____) _____ - _____

Account Holder's Signature: _____

This form must be postmarked no later than 21 days from the postmark date on the notification letter for your opt out to be effective.

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in Stark County's Natural Gas 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 if I choose to "Opt-Out" of Stark County's Natural Gas Aggregation Program, I must complete this form and mail it to Direct Energy or call Direct Energy at 1-866-760-6040, to "Opt-Out" no later than 21 days from postmark on the notification letter accompanying this form. This form must be postmarked by the given date on this letter to be effective. If this form is not postmarked by this date or I do not call by the specified date, I understand that I will be automatically enrolled in the Stark County's Natural Gas Aggregation Program. I assume all responsibility to send the "Opt-Out" Election Form or to call Direct Energy. To "Opt-Out" by mail, please return the election form to: Direct Energy Stark County Aggregation; PMB #51; 7385 North State Route 3; Westerville, Ohio 43082.

**Stark County's and Direct Energy's Natural Gas Rate Aggregation Program
Residential and Commercial Terms and Conditions of Agreement
And Appointment of Limited Agent
To: Direct Energy Services, LLC ("Direct Energy")**

Term of Agreement. Subject to Direct Energy's acceptance of this Agreement and acceptance by my Natural Gas Utility ("NGU"), I hereby appoint Direct Energy as my exclusive limited agent and supplier for natural gas service. My service under this Agreement will begin on my meter reading date as determined by the NGU tariff and will continue through the August 2010 billing cycle ("Initial Term"). If my service is not accepted by the NGU for my December 2008 billing cycle, then my service will begin on the next applicable meter reading date once accepted. The Initial Term will be reduced for each month that I am not receiving service after the December 2008 billing cycle period. I will receive the rate applicable to participants of Stark County's (Governmental Aggregator) Aggregation Program through my August 2010 billing cycle. My NGU will continue to deliver my natural gas, and provide billing and other services.

Pricing, Billing and Payment Terms. Under this Agreement, I will continue to pay distribution and transportation costs to my NGU. My Direct Energy Fixed Rate for the period starting with my December 2008 billing cycle will be \$10.491 per Mcf, plus applicable taxes and utility charges, through my November 2009 billing cycle. After the November 2009 billing cycle, I 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) 1.57 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 determine the duration of such stable rate.

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, I may obtain my monthly rate by calling a Direct Energy customer service representative at 1-888-566-9988. Direct Energy's rates are exclusive of all applicable state and local taxes and NGU charges. My NGU will send me a single monthly bill that will include my NGU's charges and Direct Energy's charges and I will continue to pay my bill in accordance with the NGU's billing and payment policies. In the event that I fail to pay my bill or fail to meet any agreed-upon payment arrangement, Direct Energy may terminate this Agreement after providing me with fourteen (14) days written notice or I may be returned to utility service by the NGU. Such termination will not relieve me of my payment obligations to Direct Energy for service to the date of such termination. I have the right to request without charge up to 24 months of payment history for services rendered by Direct Energy.

Termination. My 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) I 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, or (c) Direct Energy or the Governmental Aggregator returns my sales service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement. If I move within the Governmental Aggregator and wish to continue taking service from Direct Energy under this Agreement I must contact Direct Energy with my new service location account information in a timely fashion to transfer my service. I understand that processing the move will be subject to utility transaction processing timelines. Further, I understand that I am responsible for any switching fees imposed by my NGU. I understand that I have the right to terminate this Agreement without penalty in the event: (a) I relocate, or (b) this Agreement allows Direct Energy or the Governmental Aggregator such a right for reasons other than customer nonpayment.

Cancellation. My NGU will send me a written notice confirming my decision to enroll with Direct Energy. I understand that I may rescind my enrollment without penalty within seven (7) business days of the postmark on the NGU's confirmation letter by calling or writing to my NGU. I understand that I 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 1-888-566-9988 or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve me of my payment obligations to Direct Energy for service to the date of cancellation. If I intend to cancel this Agreement after the 7-day rescission period I agree to contact Direct Energy at 1-888-566-9988 prior to initiating cancellation.

Switching. If I change my Natural Gas Supplier, my NGU may apply a switching fee. If I return to my NGU after switching to a competitive supplier, I may be charged a rate other than the incumbent NGU's regulated commodity rate.

Assignment. This Agreement can be transferred or assigned by Direct Energy to another supplier upon 30 days written notice.

Privacy of Customer Information. Other than for operation, maintenance, assignment and transfer of my account, or collection purposes, my NGU account number shall not be released without my affirmative written or electronic authorization or pursuant to PUCO or court order. Other than for credit checking and credit reporting, my social security number (if given) shall not be disclosed without my affirmative written consent or pursuant to a court order.

Renewal. If applicable, upon completion of the Initial Term this Agreement may be renewed by the Governmental Aggregator. If this occurs, I will be notified of the renewal, receive a written notice of any proposed changes in the terms and conditions of this Agreement and have the ability to Opt-Out of this Agreement. If the Governmental Aggregator does not renew this Agreement, this Agreement shall terminate at the end of its term.

Warranty. This Agreement as written makes up my entire Agreement with Direct Energy. 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.

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, I 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 me against Direct Energy will be limited to direct actual damages. By entering into this Agreement, I waive any right to any other remedy. In no event will either Direct Energy or I 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.

Direct Energy Contact Information. If I have a question about or disagree with the natural gas commodity portion of my bill, I may call Direct Energy's Customer Service Department at 1-888-566-9988, Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00pm EST (contact center hours subject to change without notice). I may also write to Direct Energy at: PMB #51; 7385 North State Route 3; Westerville, OH 43082. The address for the Governmental Aggregator is Stark County Office Building; 110 Central Plaza Suite 240; South Canton, OH 44702.

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. 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.

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

Direct Energy
Stark County's Natural Gas Aggregation Program
Frequently Asked Questions

WHAT IS A NATURAL GAS AGGREGATION?

Under governmental aggregation, Stark County acted on behalf of its natural gas consumers to select a natural gas supplier who, through the power of volume buying, is able to secure long-term supplies of natural gas at competitive rates. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive natural gas environment is consumer-friendly. Voters in Stark County approved this aggregation program and Stark County passed an ordinance adopting this Natural Gas Aggregation Program. Stark County has selected Direct Energy as their preferred natural gas supplier to serve their residents and small businesses beginning with the December 2008 billing cycle. Stark County's Natural Gas Aggregation Program is effective through the August 2010 billing cycle.

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, it 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 21 days from the post-marked date of the Direct Energy letter to Opt-Out.

WHEN WILL THIS PROGRAM START?

The Natural Gas Aggregation Program for Stark County will begin as early as your December 2008 billing cycle and will continue through your August 2010 billing cycle. If your enrollment request is not received or accepted by the local natural gas utility for your December 2008 billing cycle, then your service will begin on the next applicable meter reading date.

WHAT IS MY RATE?

Stark County has ensured that you will receive a natural gas commodity rate of \$10.491 per Mcf¹ for your natural gas supply starting with the December 2008 billing cycle and running through the November 2009 billing cycle. After your November 2009 billing cycle, you may receive a variable rate per Mcf, unless a stable rate is established by Stark County. There is no enrollment fee to join the Natural Gas Aggregation Program.

DO YOU HAVE BUDGET BILLING AVAILABLE?

Yes. 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 the local utility, it will continue even if you enroll in Stark County's Natural Gas Aggregation Program.

ARE THERE CANCELLATION FEES IF I CANCEL EARLY?

No. With Direct Energy you have the ability to cancel the agreement at any time without penalty.

WHERE DO I SEND PAYMENT?

Direct Energy's commodity charges will appear as a line item on the bill you receive from your local natural gas utility and you will continue to remit one monthly payment to your local natural gas utility. Your service reliability remains the same.

WHAT ARE THE ADDITIONAL BENEFITS?

You will be serviced by Direct Energy, 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 5 million customer relationships across North America.

WHO DO I CONTACT IF I HAVE ADDITIONAL QUESTIONS?

If you have any additional questions about this offer, please contact Direct Energy's 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 Direct Energy, you may also visit our web site at www.directenergy.com.

In the event of an emergency situation such as a natural gas leak, please contact your local natural gas utility as soon as possible. Your local natural gas utility will continue to respond to emergency service repairs and maintenance issues.

¹Direct Energy's rate excludes the utility charges and taxes.