

FILE



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April 04, 2011

Ms. Renee' Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad St., 13th Floor
Columbus, OH 43215-3793

Re: Opt-Out Notice for the County of Summit, Ohio
Case Number 02-2232-GA-GAG

On behalf of the County of Summit, The E Group is submitting a copy of the opt-out notice and materials that were sent to eligible residents and small commercial business owners per definition of OAC 4901:1-28-04. The utility service territory is Dominion East Ohio and the competitive retail natural gas supplier is Direct Energy.

If you have any questions, please contact me at 330-315-7282.

Sincerely,

Stephanie Everhart,
Energy Advisor

Encls.

Cc: Paula Vogel

PUCO

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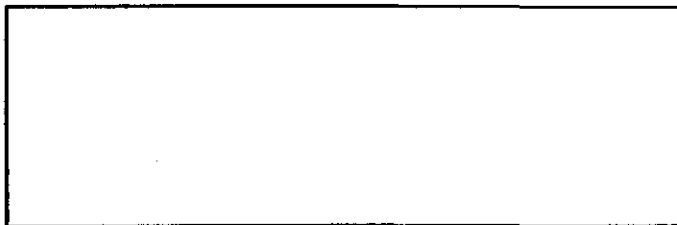
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County of Summit



Direct Energy



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

Premise Address:

Account Number:

Dear

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 \$7.93 per Mcf!
A senior citizen discount!

We are pleased to announce that the County of Summit and participating townships of Bath, Boston, Copley, Coventry, Northfield Center, Richfield, Springfield, Twinsburg, and the City of New Franklin, have selected Direct Energy as the natural gas supplier for their Natural Gas Opt-Out Aggregation Program. Under this arrangement, Direct Energy will supply your natural gas at the fixed rate of \$7.93 per Mcf beginning with your August 2010 billing cycle and continuing through your July 2011 billing cycle. After your July 2011 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. As mentioned above, the Program runs through your February 2012 billing cycle. However, after your July 2011 billing cycle, the County and participating townships may continue the current Natural Gas Opt-Out Aggregation Program or begin another program, and you will have another opportunity 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.

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 June 29, 2010, OR by completing the "opt-out" Election Form below and returning it to Direct Energy with a postmark date no later than June 29, 2010. If you "opt-out" of the Program, your natural gas will continue to be supplied by your local utility at the default 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 June 29, 2010.

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 June 29, 2010. 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. 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.

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 as you are not located in the County of Summit or served by DEO, please disregard this letter.

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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 June 29, 2010, to opt-out.

WHEN WILL THE PROGRAM START AND END?

The Program will begin as early as your August 2010 billing cycle and will continue through your February 2012 billing cycle. If your enrollment request is not received or accepted by the local natural gas utility in time for your August 2010 billing cycle, then your service will begin on the next applicable meter reading date. The Program is effective through the February 2012 billing cycle, unless extended by the County of Summit and Direct Energy. If the Program is extended for another term, you will receive another notice and 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 \$7.93 per Mcf through your July 2011 billing cycle. When the July 2011 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 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 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.

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 2012 billing cycle, subject to earlier termination pursuant to the term of this Agreement ("Initial Term").	For your August 2010 through July 2011 billing cycles, you will pay Direct Energy \$7.93 per Mcf. All rates exclude NGU charges and taxes. Through the remaining Initial Term, the Governmental Aggregator will select either a variable rate per Ccf/Mcf or a stable rate per Ccf/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. If the Program is renewed and you choose not to opt-out, your rate will follow the same rate structure (not necessarily the same rate) discussed under "Initial Term Rate" at left.

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 August 2010 billing cycle and continuing through your July 2011 billing cycle will be \$7.93 per Mcf. After the July 2011 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) \$2.66 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.

Direct Energy's rates are exclusive of all applicable state and local taxes and NGU charges. Your NGU will send you a single monthly bill that will include your NGU's charges and Direct Energy's charges and you will continue to pay your bill in accordance with the NGU's billing and payment policies. In the event that you fail to pay your bill 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 of \$0.10 per Mcf 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 or more billing cycles before it appears on your bill. 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 bill.

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 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.

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. If the Program is renewed and you choose not to opt-out, your rate will follow the same rate structure (not necessarily the same rate) discussed under Section 3 above.

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 bill, 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. 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.