

October 9, 2012

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

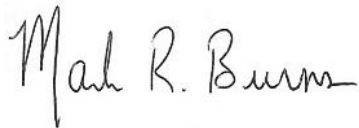
**RE: Natural Gas Governmental Aggregation Opt-Out Notice to Newly Eligible Customers in the City of Euclid (Case Number 02-1672-GA-GAG).**

Enclosed please find a copy of the opt-out notice being sent to newly eligible customers in the community's natural gas aggregation program.  
The mailing is currently scheduled to begin October 19, 2012 and the opt-out period is currently scheduled to end on or about November 9, 2012.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the city of Euclid and is filing this application on their behalf. Direct Energy Source is the competitive retail natural gas supplier and the local utility is Dominion East Ohio Gas.

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

Sincerely,



Mark R. Burns  
President

Enclosures



Natural Gas  
Governmental Aggregation Program



October 19, 2012

Dear City of Euclid Natural Gas Customer:

Direct Energy Source is pleased to serve as the natural gas supplier for your City’s Governmental Aggregation Program. Direct Energy Source, in cooperation with the City of Euclid is providing you with the opportunity to join the other Euclid residents and small commercial customers in the Natural Gas *Governmental* Aggregation Program. City Council previously approved an ordinance authorizing the creation of a program that automatically aggregates natural gas consumers within your city limits in order to maximize the buying power of its citizens. In May 2002, the city voters authorized the Council to create this purchasing group. Since that time, the City has: (a) become certified by the Public Utilities Commission of Ohio as a Government Aggregator; (b) approved a Plan of Operation and Governance; and (c) decided to continue the opt-out program. This phase of the aggregation program for the City of Euclid will begin with your December 2012 billing cycle and end with your April 2014 billing cycle.

**You will be automatically enrolled in The City of Euclid Natural Gas Aggregation Program at no cost.** If you choose to opt-out of this program, you will revert to gas supply service through Dominion East Ohio Gas (“DEO”) unless you choose another competitive supplier. **If you wish to be excluded from this program, you must return the enclosed “opt-out” postcard within 21 calendar days of the postmark date on this notice, or you can call Direct Energy Source, toll free, at 1-800-651-3202.** If you do not opt-out at this time, you will be enrolled in the program until it expires with your April 2014 billing cycle.

**The City established a low fixed rate of \$4.767 per MCF through your November 2013 billing cycle.** The subsequent months will be calculated as shown in the “Rate” section of the accompanying terms and conditions. Subsequent rates may vary by month or may be fixed for another period of time as determined by your community.

If you become a new member in the aggregation group, you will receive a letter from DEO advising you of your impending transfer to Direct Energy Source, and advising you to contact DEO if you do not wish to be included in the Program. Again, if you would like to participate in the Aggregation Program, simply do not respond to that letter.

In Ohio’s restructured natural gas environment, DEO will continue to maintain the pipeline system that delivers natural gas to your home or business and they will still read your meter and respond to emergencies. You will continue to receive a single, easy to read bill from DEO including Direct Energy Source’s charges. You will still contact DEO regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through DEO.

If you have any questions, please call Direct Energy Source at **1-800-651-3202** from 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). For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer’s Counsel ([www.pickoc.org](http://www.pickoc.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

We are pleased to serve the residents of Euclid.

Sincerely,  
  
Cory Byzewski  
Vice President, Direct Energy Source

*P.S. Remember to return the “Opt-Out” form or call Direct Energy Source only if you do not wish to participate in the City of Euclid Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within the jurisdictional limits of the City of Euclid you have received this letter in error. Please contact Direct Energy Source at 1-800-651-3202 to be removed from the mailing list.



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

Opt-Out Form on Reverse Side

City of Euclid

Natural Gas  
Governmental Aggregation Program

\*\*\*\*\* postal presort \*\*\*\*\*

JOHN A. SAMPLE  
1234 MAIN STREET  
ANYTOWN USA 12345-6789



Terms And Conditions

**Parties:** Direct Energy Source, LLC (“DIRECT ENERGY SOURCE”) will supply the commodity portion of my (“Customer”) natural gas as part of my community’s Government Aggregation Program (“Program”). Dominion East Ohio Gas (“DEO”) will remain my Natural Gas Distribution Company (“NGDC”).

**Term:** The term of this Agreement will begin with initial gas deliveries enabled by the Program and will continue through the April 2014 billing cycle.

**Enrollment:** Customer’s service with DIRECT ENERGY SOURCE will commence upon the successful completion of the Program’s opt-out period and enrollment or renewal process with DEO, which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Rate:** Customer will enjoy a fixed rate product for natural gas. The price will be \$4.767 per Mcf for the Customer’s gas flow period beginning as early as the December 2012 billing cycle and ending with the November 2013 billing cycle. If Customer’s community extends the Program, Customer will be advised of Customer’s options at that time. After the November 2013 billing cycle customer price will be calculated using the applicable weighted (NYMEX Price x 1.025) plus \$0.90/MCF. This price formula will be used to set each monthly price or, at the direction of the community to set a stable price for any period through April 2014. If the NYMEX price is not otherwise triggered by the community, the NYMEX Settle for the month of gas flow will be used for the NYMEX value in the formula.

**Regulatory Jurisdiction:** The Municipal Aggregation Program as well as competitive retail access pursuant to which DIRECT ENERGY SOURCE shall supply natural gas is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio (“PUCO”). If the Program is terminated by the PUCO, then both you and DIRECT ENERGY SOURCE have the right to terminate this Agreement without penalty to either party.

**Billing:** DIRECT ENERGY SOURCE will place its charges for the natural gas delivered on Customer’s DEO bill. DIRECT ENERGY SOURCE’s commodity charge will be separately identified among those charges Customer regularly receives from DEO. Customer agrees to pay DIRECT ENERGY SOURCE’s commodity charges in accordance with the payment procedures implemented by DEO.

**Customer Service:** Should Customer have any questions or comments concerning DIRECT ENERGY SOURCE’s services, Customer can call DIRECT ENERGY SOURCE toll free at 1-800-651-3202 during the hours of 8 a.m. - 8 p.m. EST Monday - Friday, or 8 a.m. - 5 p.m. EST Saturday,contact DIRECT ENERGY SOURCE by mail at PMB #51, 7385 North State Route 3, Westerville, Ohio 43082 or by e-mail atcsdirectenergy@directenergy.com. Should a dispute arise between Customer and DIRECT ENERGY SOURCE that cannot be resolved by at DIRECT ENERGY SOURCE Customer Service Representative, then that dispute will be referred to a DIRECT ENERGY SOURCE CustomerService Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer’s complaint is not resolved after Customer has called DIRECT ENERGY SOURCE, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 from eight a.m. to five p.m. weekdays, or visit http://www.puco.ohio.go. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers’ counsel represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or visit http://www.pickocc.org.

**Rescission and Cancellation of Contract:** If Customer is a new participant to the Program, DEO will send Customer a letter confirming Customer’s enrollment with DIRECT ENERGY SOURCE. Customer has seven (7) business days from the postmark date of that letter (“rescission period”) to change his/her mind and to rescind Customer’s enrollment by contacting DEO at 1-800-362-7557. If Customer voluntarily returns to DEO after having selected DIRECT ENERGY SOURCE as Customer’s marketer, Customer may be charged a price other then the DEO Standard Sales rate. Also, should Customer decide to switch from one marketer to another, DEO may impose a switching fee if provided for by the DEO tariff. If Customer is a current participant of the Program and wishes to cancel participation, customer may contact DIRECT ENERGY SOURCE at 1-800-651-3202 and DIRECT ENERGY SOURCE will process the customer’s request. This request to cancel will become effective on the customer’s next regularly scheduled meter reading date.

**Contract Termination:** This Agreement shall terminate automatically if: a) the requested service location is not served by DEO; b) Customer relocates; or c) DIRECT ENERGY SOURCE returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement if: a) Customer relocates; or b) for the same reasons that DIRECT ENENGY SOURCE has a right to terminate this Agreement. If this Agreement is terminated for any reason and you return to utility sales service, you may be charged prices other than the utility standard sales service rate.

**Payment Information:** Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by DIRECT ENERGY SOURCE.

**Non-disclosure of Information:** DIRECT ENERGY SOURCE will not release Customer’s account number or Customer’s social security number (if Customer provided it) without Customer’s affirmative written consent.

**Assignment:** This contract is assignable by DIRECT ENERGY SOURCE without Customer’s consent subject only to any regulatory approvals.

**Eligibility:** This Agreement is for residential and small commercial customers who satisfy PUCO and DEO tariff eligibility criteria. Also, DIRECT ENERGY SOURCE reserves the right at any time to terminate service to Customer locations that consume more than 500 MCF per year and return Customer to DEO with no penalty to either party. Further, participation in the program is subject, in part, to the rules implemented by DEO and, as a result, customers are sometimes terminated from the competitive retail access program. Regardless of the reason for termination, in no case will the Term be extended for months that Customer was unable to participate nor will DIRECT ENERGY SOURCE have any liability for any early termination or for any months that Customer was unable to participate in the program.

**Limitation of Liability:** DIRECT ENERGY SOURCE assumes no liability or responsibility for losses or consequential damages arising from items associated with DEO, including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does DIRECT ENERGY SOURCE assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.

**Excuse of Performance:** If an event of Force Majeure occurs, the prevention of which is beyond the control of DIRECT ENERGY SOURCE (including, but not limited to, an Act of God, an extraordinary weather problem, a failure of the utility’s distribution system, a civil disturbance or a national emergency), that prevents DIRECT ENERGY SOURCE from performing DIRECT ENERGY SOURCE’S obligations under these terms and conditions of Agreement, DIRECT ENERGY SOURCE’s performance obligations shall be considered excused.

Opt-Out Form City of Euclid Natural Gas Governmental Aggregation Program

Ⓢ By returning this signed form, you will be excluded from the opportunity to join other customers in the City of Euclid Natural Gas Governmental Aggregation Program.

I wish to opt out of the City of Euclid Natural Gas Governmental Aggregation Program

Dominion East Ohio account holder name (please print clearly):

Account Holder’s Signature:

\_\_\_\_\_

\_\_\_\_\_

Phone Number:  
(       )

Date:  
\_\_\_\_\_

For Service Address: <<ServiceAddress1>>  
13-digit account number as it appears on your natural gas bill:  
**0000123456789**



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/9/2012 3:03:32 PM**

**in**

**Case No(s). 02-1672-GA-GAG**

Summary: Opt-Out Notice Opt-Out Notices being sent to newly eligible customers for the City's natural gas aggregation program. electronically filed by MARK R BURNS on behalf of City of Euclid