

September 27, 2013

Public Utilities Commission of Ohio
Docketing Division, 11th 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 Canton (Case Number 02-1710-GA-GAG).

Enclosed please find the opt-out notice being sent to newly eligible customers in the community's natural gas aggregation program.

The mailing is currently scheduled to be delivered on or after October 7, 2013 and the opt-out period is currently scheduled to end on or after October 28, 2013.

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

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

Sincerely,



Mark R. Burns
President

Enclosures



Direct Energy®



IMPORTANT INFORMATION
From the City of Canton 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 City of Canton's natural gas supplier for the
Community's Natural Gas Opt-Out Aggregation Program!**

This exciting program offers:
A fixed rate of \$4.967 per MCF!

We are pleased to announce that the City of Canton has selected Direct Energy as the natural gas supplier for the City's Natural Gas Opt-Out Aggregation Program. Under this arrangement, Direct Energy will supply your natural gas at the stable rate of \$4.967 per MCF beginning with your December 2013 bill and continuing through your April 2014 bill. With Direct Energy's offer, you can cancel at any time without an early cancellation fee. Please note that this special rate does not include utility charges and taxes.

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

- Have a residence or business located in the City of Canton
- Receive your natural gas supply 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
- 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 City of Canton'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.

You will be **automatically enrolled** in the City of Canton'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 October 28, 2013 **OR** by completing the "opt-out" Election Form below and returning it to Direct Energy with a postmark date no later than October 28, 2013. 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 City of Canton'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 1-800-651-3202, 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 City of Canton and Direct Energy



The City of Canton's Natural Gas Aggregation Opt-Out Program Election Form

- ☐ I elect **NOT** to participate in the City of Canton's Natural Gas Opt-Out Aggregation Program with Direct Energy. Please return the election form to: Direct Energy – The City of Canton 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 **October 28, 2013**.

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the City of Canton'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 October 28, 2013. If this form is not postmarked by this date, I understand that I will be automatically enrolled in the City of Canton'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 City of Canton passed by affirmative vote an Ordinance in July 2002 under which the City of Canton was authorized to establish an opt-out natural gas aggregation program in the City of Canton pursuant to Chapter 4929.26 of the Ohio Revised Code. On November 2001 residents voted in favor of giving the City of Canton authority to aggregate retail natural gas loads located in the City of Canton, which authority includes, without limitation, the ability of the City of Canton to enter into an agreement with a natural gas supplier, or other natural gas aggregator, on behalf of all of the residents of the City of Canton 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 City of Canton 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 the City of Canton 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 City of Canton's Natural Gas Aggregation Program.

City of Canton (the "Governmental Aggregator") and Direct Energy Source, 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 your April 2014 bill, subject to earlier termination pursuant to the term of this Agreement ("Initial Term").	For your December 2013 bill through April 2014 bill, you will pay Direct Energy \$4.967 per MCF. All rates exclude NGU charges and taxes.	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, you will continue natural gas supply with the utility. If the City of Canton extends the Program, you will be advised of your options at that time.

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 December 2013 bill and continuing through your April 2014 bill will be \$4.967 per MCF. Upon completion of the Initial Term, you will continue natural gas supply with the utility. If the City of Canton extends the Program, you will be advised of your options at that time. 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. 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 1-800-651-3202 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 bill, you may call Direct Energy's Customer Service Department at 1-800-651-3202, 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.

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.pickocc.org.

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

Direct Energy
City of Canton 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 City of Canton 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.

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

The City of Canton 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 October 28, 2013 to opt-out.

WHEN WILL THE PROGRAM START AND END?

The Program will begin as early as your December 2013 bill and will continue through your April 2014 bill. If your enrollment request is not received or accepted by the local natural gas utility in time for your December 2013 bill, then your service will begin on the next applicable meter reading date. The Program is effective through the April 2014 bill, unless extended by the City of Canton 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 City of Canton has ensured that you will receive the fixed/stable rate of \$4.967 per MCF through your April 2014 bill. Upon completion of the Initial Term, you will continue natural gas supply with the utility. If the City of Canton extends the Program, you will be advised of your options at that time. 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 City of Canton 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 1-800-651-3202, 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.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/27/2013 3:57:51 PM

in

Case No(s). 02-1710-GA-GAG

Summary: Opt-Out Notice to be sent to newly eligible customers in the City's Natural Gas Aggregation Program. electronically filed by MARK R BURNS on behalf of City of Canton