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May 29, 2019

PUCO

**Via Mail**

Ohio Public Utilities Commission  
Attn: Tanowa Troupe  
180 East Broad Street  
Columbus, OH 43215-3793

Misty Kozlowski  
570 West 42<sup>nd</sup> St.  
Shadyside, OH 43947

RE: Case No. 19-1071-GA-CSS; Misty Kozlowski / North American Power and Gas, LLC

Ms. Troupe,

Please accept this letter as North American Power and Gas, LLC's ("NAPG") formal response to Case No. 19-1071-GA-CSS. I have enclosed the following documents: (1) a copy of the Welcome Letter and Terms of Service sent to Ms. Kozlowski on September 11, 2017; and (2) a copy of the Renewal Notice sent to Ms. Kozlowski on August 10, 2018.

Ms. Kozlowski enrolled with NAPG for both gas and electric service on September 11, 2017. At this time, she signed a 3-month introductory variable rate for her electricity service and a 12-month fixed-rate contract for her gas service.

The Renewal Notice enclosed in this correspondence demonstrates that Ms. Kozlowski was a NAPG customer at the time her gas contract was set to expire – on September 26, 2018. In fact, the letter enclosed with Ms. Kozlowski's complaint establishes that Ms. Kozlowski did not request the cancellation of her gas account with NAPG until November 20, 2018.

Call notes from NAPG's conversations with Ms. Kozlowski establish that Ms. Kozlowski attempted to cancel her electric account in March of 2018 by calling the Utility. The Utility did not complete the drop request and Ms. Kozlowski continued to flow. Ms. Kozlowski did not contact NAPG until November 2018 in order to cancel her account. Once NAPG was aware of her intent to cancel, in November 2018, Ms. Kozlowski's account was terminated.

NAPG acted in accordance with the information that was available to it. The Utility did not initiate Ms. Kozlowski's cancellation request and, therefore, NAPG was unaware that Ms. Kozlowski wanted to cancel her account. NAPG does not believe that it is at fault for Ms. Kozlowski's failure to cancel her account – her issues stem from the Utility's mistake in not processing the drop request.

Please let me know if you have any questions or require any additional information.

Sincerely,

North American Power and Gas, LLC

**KEVIN GOLDBERG**  
COUNSEL, RETAIL  
CALPINE CORPORATION

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 \_\_\_\_\_ Date Processed **JUN 03 2019**

September 11, 2017

Misty Kozlowski  
570 West 42Nd Street  
Shadyside, OH 43947



Dear Misty,

**Thank you for choosing us!** We look forward to helping make it easier for you to understand your energy costs.

**There's nothing more you need to do.** Once your enrollment request has been accepted by your utility, which should only take a few days, we'll send you a confirmation email that includes your service start date with us. Details on the terms of your new plan are included within the enclosed documents.

**Your satisfaction is important to us.** If you have any questions about your new account with us, we're here to help you answer them. Just give us a call at **888.313.9086**, or email us at **CustomerCare@napower.com**.

Thanks again for choosing North American Power. We greatly appreciate the opportunity to serve you.

With appreciation,

The North American Power Team

**3 Month Introductory  
Variable Rate**

**5.29¢/kWh**

followed by a month-to-month  
variable rate

**North American  
Power ID#:  
1407495**

**Electricity Supply Agreement with North American Power and Gas, LLC  
Customer Disclosure Statement and Terms of Service  
Retain a copy for your records.**

Version #: 4-NAPG-OH-E-TOS-ALL-071417

Customer is fully authorized to enter into this Agreement for North American Power and Gas, LLC ("NAP") to supply generation supply services ("Supply Service") to Customer's electric account, subject to eligibility requirements of Customer's Utility (each "Utility" being as specified in Customer's Enrollment Acknowledgement Form or Introductory Letter) and acceptance by NAP. This Agreement authorizes NAP to commence Supply Service and switch Customer's supply of electricity from the Utility or another Certified Retail Electric Supplier ("CRES"). Customer affirms that Customer is not currently enrolled in the Percentage of Income Payment Program and is not a member of a government aggregation program. Customer further affirms that Customer is not currently in arrears or default on Customer's bill with Customer's Utility. The Customer Disclosure Statement and Terms and Conditions, together with applicable Enrollment Form, Environmental Disclosure Label and/or Introductory Letter, and any Renewal Notice (if applicable) constitute your entire Generation Supply Agreement ("Agreement") with NAP and (i) describe your and NAP's responsibilities and, among other things, contain a class action waiver that waives each of your and NAP's rights to trial by jury and to participate in a class action, and (ii) supersede any oral or written statements made in connection with this Agreement or Customer's Supply Service. By executing, approving and/or not rescinding this Agreement, you agree to be legally bound, without limitation, qualification or change to, and to abide by this Agreement. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement and make changes to the account listed in the Enrollment Acknowledgement Form or Introductory Letter.

This Agreement is subject to the following terms and conditions:

**Eligibility** - This Agreement is available to Residential Customers receiving service under the Utility's residential rates who do not participate in the Percentage of Income Payment Plan.

**Nature of the Services** - Upon the effective date of this Agreement, NAP agrees to provide Supply Service, as specified in this Agreement. In return, you agree to receive and pay for that Supply Service.

**Term** - This Agreement becomes effective upon expiration of the Rescission Period described in the Right to Rescind section of this Agreement and shall continue, subject to the provisions of this Agreement, for the term indicated in the Customer Enrollment Acknowledgement Form or Introductory Letter. Service will commence with the first meter reading after the Utility processes your enrollment. If you are on a Fixed Rate Plan, after the "Fixed Price Period" set forth on the Customer Enrollment Acknowledgement Form or Introductory Letter this Agreement shall automatically continue on a month-to-month basis on a Variable Rate Plan as described herein.

**Right to Rescind** - Upon processing your enrollment, your Utility will send you a confirmation letter ("Confirmation Notice"), which is a notice of the transfer of your electricity supply to NAP. You can rescind your acceptance of this Agreement with no penalty within 7 calendar days from the postmark date on the Confirmation Notice (the "Rescission Period"). Rescissions may be made to the Utility in writing or by telephone by contacting the Utility as provided in the Confirmation Notice.

**Price** - The price to you for Supply Service received under this Agreement is stated in your Enrollment Acknowledgement Form or Introductory Letter.

Except for supply charges, for any price plan, NAP does not charge any recurring or non-recurring charges; however, you will incur additional service and delivery charges from the Utility. **Rates for any of the plans listed may be higher or lower than Utility's rate in any given month.**

**Fixed Price Options**

- **Fixed Rate Plan.** If you have chosen a Fixed Rate Plan, your price per kWh is guaranteed not to change during the Fixed Price Period, **subject to the Actions of Governmental and Regulated Entities section herein.** Following the end of the Fixed Price Period, and unless an alternative pricing provision is negotiated between the parties or either party terminates this Agreement, the price for Supply Service shall automatically continue thereafter on a month-to-month Variable Rate Plan, as described below. Please see the Contract Renewal section herein for further details.

**Variable Price Options**

- **Variable Rate Plan.** If you have chosen a Variable Rate Plan or your price for Supply Service has automatically renewed from a Fixed Rate Plan to a Variable Rate Plan, as set forth in the Contract Renewal section herein, your price per kWh will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. If your Utility pro-rates between months, if a billing cycle spans across more than one month, your Utility will apply the Variable Rates pro-rated based on the Utility's billing methodology. Your Variable Rate may be higher or lower than the price offered in the initial or any following months while NAP is providing Supply Service. Savings are not guaranteed. You may contact NAP at its contact information to obtain the current Variable Rate. At any time, you may ask NAP to convert your rate plan from a Variable Rate Plan to a Fixed Rate Plan at NAP's then-current Fixed Rate, if available.
- **Variable Rate with Guaranteed Savings Plan.** If you enrolled in a residential Guaranteed Savings Plan as indicated on the Customer Enrollment Acknowledgement Form or Introductory Letter, your price for electric generation service is indicated on the Introductory Letter. During the Guaranteed Savings Period, **savings guarantee is based on NAP's calculation of Customer's Utility Residential Service ("RS") price for customers using up to 1000kWh per month, minus Utility's Supplier Cost Reconciliation Rider ("SCRR") and Alternative Energy Recovery Rider ("AER-R"). Any discount offered is based on this calculation. You must remain with NAP from the date of successful enrollment and acceptance by the Utility through to the end of the Guaranteed Savings Period in order to qualify and obtain the savings benefit. If you leave NAP electric supply services before the end of the Guaranteed Savings Period, the savings benefits are not guaranteed.** After the expiration of the Guaranteed Savings Period, unless otherwise renewed, this Agreement will automatically continue on a monthly Variable Rate Plan as described in the Variable Rate Plan section herein.

**Electronic Notices** - If you signed up for NAP service online (at the NAP website) and/or consented online during the enrollment process to electronic service of all notices, including but not limited to, terms of service, Introductory Letter, environmental disclosure labels, late notices, termination notices, invoices and any other notices and/or disclaimers, all documents, with the exception of any notice (including Renewal Notice) that is required by PUCO

regulations to be mailed in paper form, will be electronically sent to the e-mail address provided by you to NAP and not mailed in paper form to your address on file ("regular mail"). It is your continuing obligation to ensure that the e-mail address on file with NAP is kept up to date. Should you require that a paper copy of any of these items be sent to you by regular mail, one will be so provided by NAP upon your request. Should you opt to receive all of these items by regular mail, you can do so by contacting NAP at its contact information in this Agreement.

**Billing and Payments** - For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. We do not offer budget billing or summary billing for Supply Service under this Agreement. Your bill will be calculated by multiplying (i) the rate of electricity per kWh by (ii) the amount of electricity used in the billing cycle (as determined by your Utility) plus (iii) applicable taxes, fees, and charges levied by the Utility for generation supply and other services. If you currently pay under the budget bill payment plan of the Utility, this service may remain available. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by PUCO. If you have any questions regarding the Utility charges, please contact them directly. Failure to pay the Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees. You may also forfeit your ability to choose another CRES until arrearages are paid. In addition, we may require reasonable credit assurance as provided in the Credit and Deposit section of this Agreement. We may cancel this Agreement upon 14 calendar days written notice for non-payment or failure to meet any agreed upon payment arrangements, and automatically return you to the Utility's standard offer service. NAP reserves the right to issue an invoice to you directly. Such a direct invoice would include NAP's Supply Service charges and may also contain applicable taxes. If NAP bills you and if you do not pay your bill on time, NAP may charge you a late payment fee, not in excess of the rate charged by the Utility, and collection costs incurred due to your late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. If you fail to pay your bill or meet any agreed upon payment arrangements, the Utility may terminate your Supply Service in accordance with any applicable Utility's tariffs and your Agreement with NAP may be automatically terminated, leading to an early termination fee (if applicable). Your Utility may charge you switching fees if you change your CRES during the term of this Agreement. Until the cancellation or termination of this Agreement becomes effective, you agree to pay for any electricity NAP supplied to you. Upon your request, NAP will timely provide your payment history for up to 24 months of Supply Service to you without charge.

**Contract Renewal; Notification of Change** - Unless you renew, modify or terminate this Agreement prior to the expiration of the Fixed Price Period and within AGL's time frame to effectuate a change in plan, **this Agreement will automatically renew onto a month-to-month Variable Rate Plan, without your affirmative consent, even when there is a change in the rate or other non-material terms and conditions.** This Agreement will continue on a monthly Variable Rate Plan, as described herein, until subsequently terminated by either party in accordance with this Agreement. If NAP materially changes its terms and conditions other than Variable Rate pricing, NAP must receive customer's affirmative consent not less than 30 days or more than 60 days prior to the new terms taking effect. You are responsible for arranging your electric supply upon the expiration or termination of this Agreement.

**Contract Cancellation** - You have the right to cancel this transaction during the Rescission Period in accordance with the Right to Rescind section herein.

**Contract Termination** - You may terminate this Agreement after the

Rescission Period, by contacting NAP at its contact information listed in the Contact Us section of this Agreement or by providing notice to the Utility either orally, electronically or in writing. There is no early termination fee charged for termination during the Rescission Period or while under a Variable Rate Plan.

**If you are enrolled in a Fixed Rate Plan and terminate this Agreement after the Rescission Period and prior to the expiration date of the Fixed Price Period, you will be charged an early termination fee of \$10.00 per month for each month remaining on the Fixed Price Period.**

This Agreement will automatically terminate without penalty if you move and the requested service location is not served by the Utility, or if you move to an area not served by NAP and/or a different price is charged. Otherwise, you can contact the Utility at least 30 days prior to moving and request a service transfer within the Utility service area. This Agreement will also automatically terminate if NAP takes action to return you to the Utility's sales service in accordance with this Agreement. If the PUCO, the Utility, or PJM decides to end or change the program, including any change in governing law or regulation under which NAP purchases power in any manner that physically prevents or legally prohibits NAP from performing under the terms of this Agreement, NAP may also cancel this Agreement on 14 calendar days advance written notice.

**Credit and Deposit** - Prior to the acceptance of this Agreement by NAP, we may conduct a credit check to determine your initial creditworthiness. You consent to said credit check and agree that if you do not satisfy our credit standards, we may request reasonable credit assurance to accept this Agreement, which may include requiring a deposit based on 60 days of NAP estimated charges. No interest will be paid on a required deposit. In addition, we may require reasonable credit assurance if you do not pay your bill on time. Any cash deposit will be allocated to any balance owed to us at the time of your final bill with NAP charges, and any remaining amount will be returned to you.

**Actions of Governmental and Regulated Entities** - If action is taken by the Utility, applicable regional transmission organization (PJM), transmission provider, or any federal, state or local governmental authorities that materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or materially changes the manner in which we provide Supply Service to you, we may, in our sole discretion, elect to adjust the price for Supply Service under this Agreement to account for any such cost increases or other changes. After we notify you of such a change, you will have the option of either accepting the adjusted price or terminating this Agreement and selecting a new CRES.

**Environmental Disclosure** - Our environmental disclosure information is provided with this Agreement and is shown at our website, [www.napower.com](http://www.napower.com).

You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

## Contact Information

**Contact Us** - You can reach us:

- By mail at 20 Glover Avenue, Norwalk, CT 06850
- By telephone toll-free at 1-888-313-9086
- Internet: [www.napower.com](http://www.napower.com)
- Our business hours are 9:00 A.M. to 5:00 P.M. Eastern Standard Time, Monday through Friday.

**Questions and Disputes** - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact PUCO for assistance toll-free at 1-800-686-7826, from 8:00

A.M. to 5:00 P.M., weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**CHOICE OF LAW; WAIVER OF JURY TRIAL; CLASS ACTION WAIVER** The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement that is not resolved by contacting us for resolution or by contacting your Utility or PUCO will be settled in accordance with the express terms of this Agreement by a court located in Fairfield County, Connecticut (and each party hereto waives any right to object to venue in this regard). **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.** If either party pursues court action to enforce its rights under this Agreement, the non-prevailing party shall promptly reimburse the prevailing party for all its attorney fees, expenses and costs. Further, NAP shall be entitled to recover from you all costs, including attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to NAP. This provision shall survive termination of this Agreement.

**LIMITATION OF REMEDIES, LIABILITY AND DAMAGES** - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM. IN NO EVENT WILL NAP BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and agree that your Utility and PJM are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over the Utility's or PJM systems and will have no liability for any of their acts or omissions.

**Force Majeure** - Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the PUCO or PJM; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

**Access To and Release of Information By NAP** - You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this Agreement,

and you authorize the Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or (as to your account number) for government aggregation, or as otherwise required by law. By enrolling with NAP, you are designating NAP as an appropriate and authorized user of your information to enroll you and shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Utility. Enrollment or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to NAP and to third parties who need to use or be aware of such information in connection with your electric generation services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement.

**Successors and Assigns** - We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with 45 days written notice of any assignment. You may not assign this Agreement at any time without our prior written consent, and any attempted assignment without such consent shall be null and void.

**UCC** - Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of Ohio shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

**Waiver** - No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

**Severability** - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**Miscellaneous** - You have the right to request your Supply Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. You may be charged a switching fee by the Utility, and if you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. NAP will not separately charge a switching fee. If, due to a change in market conditions, we wish to lower the price per kWh charged to you under this Agreement, we may do so without consent provided there are no other changes to the terms of this Agreement. You are solely responsible for any contract termination fees or other fees or damages assessed by any other competitive retail electric supplier. You authorize, but do not obligate us, to exercise your government aggregation opt-out rights.

September 11, 2017

Misty Kozlowski  
570 West 42Nd Street  
Shadyside, OH 43947



Dear Misty,

**Thank you for choosing us!** We look forward to helping make it easier for you to better manage your energy costs.

**There's nothing more you need to do.** Once your enrollment request has been accepted by your utility, which should only take a few days, we'll send you a confirmation email that includes your service start date with us. Details on the terms of your new plan are included within the enclosed documents.

**Your satisfaction is important to us.** If you have any questions about your new account with us, we're here to help you answer them. Just give us a call at **888.313.9086**, or email us at **CustomerCare@napower.com**.

Thanks again for choosing North American Power. We greatly appreciate the opportunity to serve you.

With appreciation,

The North American Power Team

Fixed Rate  
**53.90¢/CCF**  
12 months

North American  
Power ID#:  
1407496

**Natural Gas Supply Agreement with North American Power and Gas, LLC  
Customer Disclosure Statement and Terms of Service  
Retain a copy for your records.**

Version #: 4-NAPG-OH-G-TOS-ALL-071417

Customer is fully authorized to enter into this Agreement for North American Power and Gas, LLC ("NAP") to supply natural gas to Customer's natural gas account ("Account"), subject to the eligibility requirements of Customer's Local Utility (each "Local Utility being as specified in Customer's Enrollment Acknowledgement Form or Introductory Letter") and acceptance by NAP. This Agreement authorizes NAP to commence natural gas supply service ("Supply Service") and switch Customer's supply of natural gas from the Local Utility or another Certified Retail Natural Gas Supplier ("CRNGS"). Customer affirms that Customer is not currently enrolled in the Percentage of Income Payment Program and is not a member of a government aggregation program. Customer further affirms that Customer is not currently in arrears or default on Customer's bill with Customer's Local Utility. The Customer Disclosure Statement and Terms and Conditions, together with applicable Enrollment Form, and/or Introductory Letter, and any Renewal Notice (if applicable) constitute your entire Natural Gas Supply Agreement ("Agreement") with NAP and (i) describe your and NAP's responsibilities and, among other things, contain a class action waiver that waives each of your and NAP's rights to trial by jury and to participate in a class action, and (ii) supersede any oral or written statements made in connection with this Agreement or Customer's Supply Service. By executing, approving and/or not rescinding this Agreement, you agree to be legally bound, without limitation, qualification or change to, and to abide by this Agreement. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement and make changes to the account listed in the Enrollment Acknowledgement Form or Introductory Letter.

**NAP Services.** NAP will provide Supply Service to Customer under the terms of this Agreement.

**Local Utility Services.** Your Local Utility will continue to deliver gas to you, read your Local Utility meter, and provide emergency and other services it has provided in the past. The amount payable for natural gas you buy from NAP will be included in your Local Utility monthly bill.

**Term.** This Agreement becomes effective upon expiration of the Rescission Period described in the Right to Rescind section of this Agreement and shall continue, subject to the provisions of this Agreement, for the term indicated in the Customer Enrollment Acknowledgement Form or Introductory Letter, unless and until the Agreement is renewed. NAP will begin supplying your natural gas when your Local Utility switches your account to NAP. Upon the effective date of this Agreement, NAP agrees to provide you with Supply Service, as specified in this Agreement. In return, you agree to receive and pay for such Supply Service. If you are on a Fixed Price Plan, after the "Fixed Price Period" set forth on the Customer Enrollment Acknowledgement Form or Introductory Letter, this Agreement shall automatically continue on a month-to-month basis on a Variable Rate Plan as described herein, unless otherwise renewed.

**Right to Rescind.** Upon processing your enrollment, your Local Utility will send you a confirmation letter ("Confirmation Notice"), which is a notice of the transfer of your supply to NAP. You can rescind your acceptance of this Agreement with no penalty within 7 business days of from the postmark date on the Confirmation Notice by contacting the Local Utility in writing or by telephone as provided in your Local Utility's Confirmation Notice.

**Price.** The price to you for Supply Service received under this Agreement is stated in your Enrollment Acknowledgement Form or Introductory Letter. Except for supply charges, for any price plan, NAP does not charge any recurring or

non-recurring charges; however, you will incur additional service and delivery charges from the Local Utility. **Rates for any of the plans listed may be higher or lower than your Local Utility's rate in any given month.**

- **Fixed Rate Plan.** If you have chosen a Fixed Rate Plan, your price per Ccf ("Fixed Rate") is guaranteed not to change during the Fixed Price Period; provided, however, that all prices are subject to Change in Law as described in the Change in Law/Regulatory Change section below. Following the end of the Fixed Price Period, and unless terminated or otherwise renewed, this Agreement shall automatically continue thereafter on a month-to-month Variable Rate Plan, as described below. Please see Contract Renewal section herein for further details.
- **Variable Rate Plan.** If you have chosen a Variable Rate Plan, your price per Ccf will be established and may vary each month ("Variable Rate"). The Variable Rate will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure natural gas to serve your account, transportation costs, balancing fees, storage charges, losses, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. Your Variable Rate may be higher or lower than the price offered in the initial month or any month thereafter while NAP is providing Supply Service. Savings are not guaranteed. You may contact NAP at its Contact Information to obtain your current Variable Rate. At any time, you may ask NAP to convert your rate plan from Variable Rate Plan to a Fixed Rate Plan at NAP's then current Fixed Rate, if available.

**Credit and Deposit.** Prior to the acceptance of this Agreement by NAP, we may conduct a credit check to determine your initial creditworthiness. You consent to said credit check and agree that if you do not satisfy our credit standards, we may request reasonable credit assurance to accept this Agreement, which may include requiring a deposit based on 60 days of NAP estimated charges. No interest will be paid on a required deposit. In addition, we may require reasonable credit assurance if you do not pay your bill on time. Any cash deposit will be allocated to any balance owed to us at the time of your final bill with NAP charges, and any remaining amount will be returned to you.

**Electronic Notices.** If you signed up for NAP service online (at the NAP website) and/or consented online during the enrollment process to electronic service of all notices, all documents, with the exception of any notice (including Renewal Notice) that is required by PUCO regulations to be mailed in paper form, will be electronically sent to the e-mail address provided by you to NAP and not mailed in paper form to your address on file ("regular mail"). It is your continuing obligation to ensure that the e-mail address on file with NAP is kept up to date. Should you require that a paper copy of any of these items be sent to you by regular mail, one will be so provided by NAP upon your request. Should you opt to receive all of these items by regular mail, you can do so by contacting NAP at its Contact Information in this Agreement.

**Renewal Notice; Notification of Changes.** As required by PUCO's rules, NAP will separately notify you ("Renewal Notice") at least 45 days, but no more than 90 days in advance of the expiration and/or any offering of renewal to renew this Agreement under the same or different conditions. Upon expiration of this Agreement, unless otherwise stated in any Renewal Notice, this Agreement will automatically continue on a month-to-month Variable Rate Plan until you notify NAP in writing, or by calling NAP as outlined in any Renewal Notice to advise NAP that you wish to cancel this Agreement. If you do not respond to any Renewal Notice within the Local Utility's time frame to effectuate a change in plan, you will be deemed to have irrevocably and unconditionally agreed to automatically continue on a monthly Variable Rate Plan, including but not limit to any other terms and conditions outlined in such Renewal Notice. However, in accordance with PUCO's rules, if NAP proposes any of the following renewal

options in any Renewal Notice, your Agreement will be renewed as described below and/or as indicated in the Renewal Notice(s) themselves:

- **Renewal Option 1**

If NAP proposes a rate plan which will renew for 6 months or longer with an early termination fee ("ETF") greater than \$25.00 for early termination or cancellation or no option for cancellation or termination by you during the renewal term, NAP will provide you with notice of the Agreement expiration and any change at least 45 days, but no more than 90 days in advance of the Agreement expiration. You must affirmatively consent to the material change in accordance with applicable enrollment rules. If you do not respond as requested in the Renewal Notice, you will automatically be returned to the Local Utility unless you choose another CRNGS or opt-in governmental aggregator.

- **Renewal Option 2**

If NAP proposes a rate plan which will renew for 6 months or longer with an ETF of \$25.00 or less for early termination or cancellation, NAP will provide two separate Renewal Notices to you. In accordance with PUCO rules, you will receive the first notice at least 45 and not more than 90 days prior to the termination date of this Agreement, and the second notice at least 35 days prior to the Agreement expiration date. Unless you affirmatively cancel this Agreement, you will automatically renew at the terms outlined in the Renewal Notice

**Contract Cancellation.** You have the right to cancel this transaction during the Rescission Period in accordance with the Right to Rescind section herein.

**Contract Termination.** You may terminate this Agreement after the Rescission Period, by contacting NAP at its Contact Information listed in this Agreement or by providing notice to the Local Utility either orally, electronically or in writing. There is no early termination fee charged for termination while under a Variable Rate Plan. **If you are enrolled in a Fixed Rate Plan and terminate this Agreement after the Rescission Period and prior to the expiration date of the Fixed Price Period,** you may be charged an ETF of \$10.00 per month for each month remaining on the Fixed Price Period. This Agreement will automatically terminate without penalty if you move and the requested service location is not served by the Local Utility, or if you move to an area not served by NAP and/or a different price is charged at your new location. Otherwise, you can contact the Local Utility at least 30 days prior to moving and request a service transfer within the Local Utility service area. This Agreement will also automatically terminate if NAP takes action to return you to the Local Utility's sales service in accordance with this Agreement. If the PUCO or the Local Utility decides to end or change the program, including any change in governing law or regulation under which NAP purchases power in any manner that physically prevents or legally prohibits NAP from performing under the terms of this Agreement, NAP may also cancel this Agreement on 14 calendar days advance written notice.

**Billing and Payment.** For your convenience, charges for NAP Supply Service will be included in the bill issued each month by your Local Utility, together with all taxes and Local Utility's service charges including Local Utility's late fees, if applicable. Each month your bill will be calculated by multiplying (i) the rate of gas per Ccf by (ii) the amount of gas used in the billing cycle (as determined by your Local Utility) plus (iii) applicable taxes, fees, and charges levied by the Local Utility for distribution and other services. This rate may be higher or lower than Local Utility's rate in any given month. If, due to a change in market conditions, NAP, at its sole discretion, determines to lower the rate per Ccf or Mcf charged to Customer under an existing contract, NAP may do so without consent, provided there are no other changes to the terms and conditions of this Agreement. You agree to pay the Local Utility for the entire monthly gas bill under the Local Utility's payment terms and conditions. If you currently pay under the budget bill payment plan of the Local Utility, this service will remain available. NAP reserves the right to issue an invoice to you directly. Such a

direct invoice would include NAP's gas supply price and may also contain applicable taxes. If NAP bills you and if you do not pay your bill on time, NAP may charge you a late payment fee, not in excess of the rate charged by Local Utility, and collection costs incurred due to your late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. If you fail to pay your bill or meet any agreed upon payment arrangements, your Local Utility may terminate your natural gas service in accordance with the Local Utility's tariffs, and your Agreement with NAP may be automatically terminated, leading to an ETF (if applicable). The Local Utility may charge you switching fees if you change your natural gas supplier during the term of this Agreement. Until the cancellation or termination of this Agreement becomes effective, you agree to pay for any natural gas NAP supplied to you. Upon your request, NAP will timely provide your payment history for up to 24 months of natural gas Supply Service to you without charge.

**Switching Fees.** The Local Utility may charge you switching fees any time you change your natural gas supplier. NAP will not separately charge a switching fee. If you voluntarily return to the Local Utility after switching to a CRNGS, you may be charged a supply rate other than the Local Utility's regulated gas Supply Service rate.

**Dispute Resolution.** For questions about this Agreement you will call NAP's Customer Care at 1-888-313-9086 M-F, 8:00 A.M. to 5:00 P.M. Eastern Standard Time ("EST"), send a letter to: NAP, 20 Glover Avenue, Norwalk, CT 06850 and/or send an email to [customercare@napower.com](mailto:customercare@napower.com). NAP representatives will act in good faith and use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after contacting NAP, or for general information, residential and business customers may contact PUCO for assistance at 1-800-686-7826 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays, or visit <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays or visit <http://www.puco.ohio.gov>

**Choice of Law; Waiver of Jury Trial; Class Action Waiver** The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement that is not resolved by contacting us for resolution or by contacting your Local Utility or PUCO will be settled in accordance with the express terms of this Agreement by a court located in Fairfield County, Connecticut (and each Party hereto waives any right to object to venue in this regard). **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.** If either party pursues court action to enforce its rights under this Agreement, the non-prevailing party shall promptly reimburse the prevailing party for all its attorney fees, expenses and costs. Further, NAP shall be entitled to recover from you all costs, including attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to NAP. This provision shall survive termination or expiration of this Agreement.

**Contact Information.**

- **You can reach NAP:**

By mail at 1500 Rankin Road, Ste. 200, Houston, TX 77073

By telephone at 1-888-313-9086 (toll-free)

Internet: [www.napower.com](http://www.napower.com)

Our business hours are 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, EST



• **You can reach your Local Utility at:**

Vectren at 1-800-227-1376 or <https://www.vectren.com>

Duke Energy at 1-800-634-4300 or <http://www.duke-energy.com>

Columbia Gas of Ohio: 1-800-344-4077 or <https://www.columbiagasohio.com>

Dominion East Ohio: 1-800-362-7557 or <https://www.dom.com>

**Delivery Point and Title.** NAP will deliver natural gas to an existing or future point of interconnection between the Local Utility distribution system and a third party pipeline supplying natural gas to the Local Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to you at the Delivery Point and you will be responsible for all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to your home or business. "Taxes" means all taxes, assessments, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, and whether imposed on you or passed through to you by NAP, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per CCF, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement) imposed by any governmental entity.

**Emergency.** IF YOU SMELL GAS YOU SHOULD IMMEDIATELY CALL THE LOCAL UTILITY AT ITS CONTACT INFORMATION CONTAINED IN THIS AGREEMENT AND LOCAL EMERGENCY PERSONNEL AT 911.

**LIMITATION OF REMEDIES, LIABILITY AND DAMAGES.** THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM. IN NO EVENT WILL NAP BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and agree that your Local Utility is exclusively responsible for the natural gas transmission and delivery system, and that NAP has no independent control over the Local Utility's systems and will have no liability for any of their acts or omissions.

**Force Majeure.** Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the PUCO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

**Information Release Authorization and Confidentiality.** You agree that the Local Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide the Local Utility with a copy of this Agreement, and you authorize the Local Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this

Agreement or (as to your account number) for governmental aggregation, or as otherwise required by law. By enrolling with NAP, you are designating NAP as an appropriate and authorized user of your information to enroll you and authorize NAP to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Local Utility. Enrollment or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to NAP and to third parties who need to use or be aware of such information in connection with your natural gas supply services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement.

**Change of Law/Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations, decisions, tariff or policy decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, PUCO, the Federal Energy Regulatory Commission (FERC), or any of their successors (collectively, "Laws, and any change, or change in interpretation of such Laws, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in NAP's costs of providing Supply Service to you under this Agreement, NAP may terminate this Agreement in accordance with the Termination provisions herein or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.

**Assignment.** We may assign this Agreement to another PUCO-certified supplier authorized by the Local Utility after giving you prior written notice of such assignment so long as the assignee assumes all of NAP's obligations under this Agreement. Any required notice shall be deemed to have been made if mailed to Customer's last known mailing address in NAP's records for the account. You may not assign this Agreement at any time without our prior written consent, and any attempted assignment without such consent shall be null and void.

**UCC.** Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of Ohio shall govern this Agreement and gas shall be deemed a "good" for purposes of the UCC.

**Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

**Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**Miscellaneous.** NAP may change the terms of this Agreement by providing notice of such change at least 30 days prior to the effective date of the change. If you do not agree with the change, you may cancel this Agreement by providing written or telephone notice to NAP within 30 days of the date of the notice. You will promptly notify NAP if there are any material changes in your natural gas consumption. There may be a delay before Local Utility switches your natural gas supply to NAP; NAP is not responsible for any such delays.



It's time to  
choose your  
new fixed rate.

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August 10, 2018

***Important Notice Regarding  
Your Natural Gas Service Contract's Expiration***

Misty Kozlowski  
570 W 42Nd St  
Shadyside, OH 43947-1019



North American Power  
ID#: 1407496

Dear Misty,

Thank you for choosing North American Power as your retail natural gas supplier. We are thrilled to have you as part of our family of customers, and hope that you are enjoying the benefits of our service!

**We would like to inform you that the fixed rate term for your natural gas supply will expire on 9/26/2018.**

**Choose one of our Preferred Customer fixed rates today by visiting [napower.com/myaccount](http://napower.com/myaccount) or by calling us at 877.572.8603. Select a new fixed rate plan with us before 9/10/2018 to ensure that it goes into effect immediately upon the expiration of your current fixed rate.**

If you decide to take no action and let your current fixed rate expire, your account will automatically continue on a month-to-month variable rate, which you can change at any time without penalty or early termination fee.

At North American Power, we work hard to provide you with more than just a good rate – through regular updates, we strive to make it easier for you to understand how you use your energy, and what you can do to pay less. We truly appreciate your business, and look forward to continuing to serve your energy needs!

With appreciation,

The North American Power Team

20 Glover Avenue  
Norwalk, CT 06850  
877.572.8603  
[napower.com/myaccount](http://napower.com/myaccount)