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May 11, 2020

*Via Electronic Filing*

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

**Re: Northeast Ohio Public Energy Council (“NOPEC”)  
Case No. 02-1688-GA-GAG**

Dear Ms. Troupe:

Please find enclosed, for filing in the above-referenced docket, NOPEC’s opt-out notice for Columbia Gas of Ohio (“COH”) residential and small commercial natural gas choice customers (using less than 500 Mcf per year) of NOPEC in the City of Athens, on behalf of NOPEC’s member SOPEC, for the period beginning on or about the customer’s July 2020 meter read date(s) and will continue until the January 2022 meter read date(s).

A listing of the NOPEC member communities served by COH is set forth in the opt-out notice materials filed in this docket. The mailing is currently scheduled to begin on or about May 21, 2020, and the opt-out period is currently scheduled to end on or about June 11, 2020.

Please contact me if you have any questions regarding this matter.

Sincerely,

Devin D. Parram

Enclosure

cc: Alla.Magaziner-Tempesta (w/Enclosure)  
Chuck Keiper, NOPEC (w/Enclosure)  
Dana Coulter, NextEra Energy Services, Ohio LLC (w/Enclosure)



May 21, 2020

Dear Natural Gas Customer,

Your community has chosen NOPEC as the preferred supplier for your natural gas governmental aggregation program. Under this voter-approved program, you benefit from the buying power of NOPEC's more than 900,000 customers in 235+ member communities in 19 Ohio counties by receiving favorable rates and terms. As an eligible customer, you will be automatically enrolled in NOPEC's program and do not need to take any further action to receive exclusive member pricing for your home or business through our chosen supplier NextEra Energy Services Ohio, LLC ("Supplier"), from beginning with your July 2020 meter read date and continuing until your January 2022 meter read date.

**Program Details:**

Your initial price for three months will be \$0.3450 per Ccf from your July 2020 meter read date until your October 2020 meter read date. After your initial three-month price, your price may change from month to month but not more than once in a 30 day period for the remaining term of the contract and will be published on NOPEC's website ([nopec.org/gas](http://nopec.org/gas)) at least 30 days prior to its effective date. Supplier and NOPEC will determine the new variable rate based on the following factors: competitor's prices, applicable industry charges, wholesale market conditions and natural gas supply sources.

You can also choose our Monthly Variable Price product; the price will be \$0.002/Ccf less than your Utility's Standard Choice Offer. **Enrollment in the Monthly Variable Price is limited and subject to availability. Details can be found in the Terms and Conditions. To participate you must call us at 1-855-667-3201.** Your product selections are set for the term of the agreement.

NOPEC has other product offers, including market-competitive monthly variable, 12 and 24-month fixed term pricing. For information, please visit [nopec.org/gas](http://nopec.org/gas) or call 1-855-667-3201.

All prices are exclusive of sales and other applicable taxes and utility charges.

If you decide not to participate, you must sign, date and return to us, either by mail or fax to 440-774-4422, the enclosed form by June 11, 2020. If you choose to opt out of the program, you will be provided service from your utility at its Standard Choice Offer rate until you choose to take service from a competitive supplier.

**Same Reliable Service:** As a reminder, all functions, delivery, repair, billing and customer service, will continue to be provided by your utility. You will continue to receive only one bill from your utility.

Please visit our website ([www.nopec.org](http://www.nopec.org)) and carefully review all materials, including the enclosed Terms & Conditions to help you decide which option is best for you. If you have questions, please contact NOPEC's Customer Care Center at 1-855-667-3201 24 hours a day; 7 days a week.

Sincerely,

Chris Chmiel  
Chairman, SOPEC Board of Directors

Steve Patterson  
Mayor of Athens

You are receiving this notice because you have the right to opt-out at least once every two (2) years for natural gas without penalty. All eligible customers in member communities are automatically included in the program unless you opt-out by June 11, 2020.

## Terms and Conditions

### COH-SOPEC

1. **What We Agree To Do:** NextEra Energy Services Ohio, LLC ("Supplier", "us" or "we") will supply all your gas needs, and Columbia Gas of Ohio, Inc. (Utility), your natural gas utility company, will deliver the gas you buy under this agreement to your home or place of business.

2. **What You Agree To Do:** You agree to pay in full the bill for natural gas and for the Utility's charges on or before the due date on the bill. You will receive a single monthly bill from the Utility that will include its charges as well as the Supplier's charges. The Utility's normal billing standards apply, including budget billing.

3. **Price:** If you choose the Program Price, you agree to pay a price of \$0.3450 per Ccf from your July 2020 meter reading date ("Meter Reading Start Date") until your October 2020 meter reading date. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment. After that time, your price may vary. Your variable price may change at any time, but it will not change more than once in a thirty (30) day period. Supplier and NOPEC will determine this price based on many different factors, which may include, without limitation, competitor's prices, applicable industry charges, wholesale market conditions and natural gas supply sources. Supplier's current and historical prices are not an indicator of its future prices or a guarantee of cost savings. You may visit NOPEC's website at [nopec.org/gas](http://nopec.org/gas) for variable price information.

If you choose the Monthly Variable Price, you will receive a market variable price that will change each month; the price will be \$0.002/Ccf less than the monthly Utility Standard Choice Offer price. Enrollment in the Monthly Variable Price is limited (reference paragraph 15 for certain limitations),

The price includes a fee for the administrative services provided by NOPEC. All prices exclude applicable Ohio taxes and you will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing your service. If your business is exempt from Ohio sales tax, and we do not already have a copy of your exemption form, please mail us your exemption form. Without the form, we are required to collect sales tax and the Utility will add applicable taxes to your bill. In the event that any tax included in the price, or related expense, is modified due to legislation or regulation applicable to Ohio natural gas choice, we shall include such modification in our price.

4. **Switching Fee:** You pay no charge to switch your supply to us pursuant to this agreement because Supplier shall pay any applicable initial switching fees as charged by the Utility.

5. **Term:** The term of this agreement is expected to begin with your Meter Reading Start Date and will continue until your January 2022 meter reading date.

6. **Payment History:** You have the right to request twice within a twelve (12) month period up to twenty-four (24) months of payment history for services provided by Supplier without charge.

7. **Rescission:** Utility will send you a written notice confirming your decision to enroll. You have the right to rescind this agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility by calling them at 1-800-344-4077.

8. **Eligibility:** This agreement is for residential Utility "choice" and small commercial Utility "choice" accounts consuming less than 500 Mcf per year. Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. Customer represents that Customer is not currently under a contract with a competitive retail natural gas supplier. The Supplier reserves the right to void this agreement, without liability, if your account does not meet these eligibility requirements.

9. **Cancellation/Amendments:** You may terminate this agreement at no cost, by written notice to Supplier or by telephone to the Supplier at the address and telephone number for them listed in paragraph 14, but you will not be relieved of your obligation to pay for your supply from us through the date the Utility closes your Account with us. You also have the right to opt-out of the NOPEC aggregation program at least every two years without penalty. Upon 30 (thirty) days written notice to you, Supplier may amend this agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this agreement. Upon cancellation or expiration of this agreement, you may choose to receive natural gas from the Utility, or enroll with another supplier. This agreement automatically terminates if the requested service location is not served by the incumbent natural gas company, or if Supplier returns you to

your incumbent natural gas company's sales service. Should you fail to pay the bill or fail to meet any agreed-upon payment arrangement, your contract may be terminated by the Supplier and your service may be terminated in accordance with the Utility's tariff on file with the Public Utilities Commission of Ohio with at least fourteen (14) days written notice, but such termination will not relieve you of your obligation to pay for supply through the date of such termination.

10. **If You Move:** You have the right to terminate this agreement without penalty if you move, but you must pay for your supply from us through the date the Utility closes your Account with us. If you move outside the Utility's service territory, this agreement will terminate automatically at no cost to you. If you move to a new address in a NOPEC member community within the Utility's service territory, you may contact the Utility and Supplier and request that, at Supplier's discretion, your new address be substituted for your old address under this agreement.

11. **Assignment:** Supplier may assign this agreement to an affiliate or third party, in whole or in part, upon thirty (30) days written notice to you subject to any regulatory approvals and NOPEC's consent, if applicable.

12. **Program Termination:** In the event the Columbia Gas of Ohio, Inc. Choice Program is terminated prior to the end of this agreement, this agreement shall automatically terminate.

13. **Authorization:** You authorize Supplier to obtain information from the Utility that includes, but is not limited to: your billing history, payment history, historical and expected gas usage, meter-readings, and characteristics of gas service. You understand this agreement is under the NOPEC program and authorize Supplier to share your account information with NOPEC. Supplier will not release your account number(s) or social security number without your written consent, unless ordered by PUCO, a court of competent jurisdiction, to our assignee or in connection with its own collections efforts and/or credit reporting.

14. **Customer Inquiries and Disputes:** Supplier's hours of operation are 24 hours a day. To contact Supplier with any questions concerning the terms of service, billing questions, disputes and complaints please call toll-free 1-855-667-3201, 24 hours a day, 7 days a week. You can also write to NextEra Energy Services Ohio, LLC 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at [nopeccare@nexteraenergyservices.com](mailto:nopeccare@nexteraenergyservices.com) or fax to toll-free 1-800-238-5679. Please remember to include your account number. Visit us at our website at [nexteraenergyservices.com](http://nexteraenergyservices.com). We will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, you may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit [PUCO.ohio.gov](http://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 [pickocc.org](http://pickocc.org). You may also visit NOPEC's website at [nopec.org](http://nopec.org).

15. **Monthly Variable Price Limit:** The Monthly Variable Price is limited in availability to 3.5% of NOPEC customers in the Columbia Gas of Ohio, Inc. service territory. Once there is no longer availability, customers choosing the Monthly Variable Price will be placed on the Program Price, but these customers may cancel without penalty anytime by providing notice to us. We reserve the right to discontinue enrollment in the Monthly Variable Price at any time in our sole discretion, but customers enrolled prior to such discontinuance will continue to receive the Monthly Variable Price for the Term.

16. **Liability Limit:** THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES, AND NEITHER NEXTERA ENERGY SERVICES OHIO, LLC NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES.

**NextEra Energy Services Ohio, LLC - CRNG Certificate Number 11-200G**

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

**Commission of Ohio Docketing Information System on**

**5/11/2020 2:12:36 PM**

**in**

**Case No(s). 02-1688-GA-GAG**

Summary: Opt-Out Notice of Northeast Ohio Public Energy Council for Columbia Gas Customers on behalf of NOPEC's Member SOPEC electronically filed by Teresa Orahod on behalf of Devin D. Parram