

From: George Jefferson
To: PUCO ContactThePUCO
Subject: RE: Gas Marketer Complaint Case # 17-2127-GA-CSS
Received: 10/25/2017 4:19:13 PM

Message:

Please find NextEra Energy's response to the customer's complaint attached including copies of supporting documentation.

Thank you,

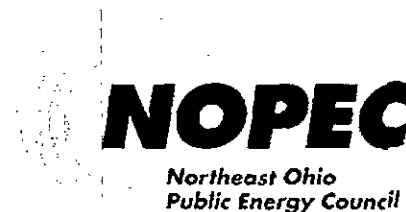
George Jefferson, Regulatory Analyst
NextEra Energy Services, LLC
NextEra Retail of Texas, LP
Gexa Energy, LP

20455 SH 249, Suite 200
Houston, TX 77070
Main Telephone: 713.470.0400 x 5608
Direct Line: 713.401.5608
Fax: 866.599.4392
george.jefferson@nexteraenergyservices.com

RECEIVED-DOCKETING DIV
2017 OCT 27 PM 2:38
PUCO

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Technician MI Date Processed OCT 27 2017



January 13, 2014

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Portage County

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Trumbull County

www.nopecinfo.org
855-NOPEC-01
(855-667-3201)

Dear Natural Gas Customer,

The Northeast Ohio Public Energy Council (NOPEC) is the largest governmental public retail energy aggregation in the nation. Our aggregation currently has 134 members, serving 174 communities in ten counties. We negotiate on the behalf of our members with gas and electric suppliers to find favorable rates and terms for you. We even help you learn how to save on your utility usage and buy energy saving products at a discount with our newest product, MyEnergyMyWay™.

As Chairman of NOPEC, I am pleased to tell you about our natural gas program and your options. This offer, available from our chosen supplier NextEra Energy Services Ohio, LLC, is exclusively for eligible customers in participating NOPEC communities served by Columbia Gas of Ohio, Inc. Your account will automatically be included in the NOPEC program unless you opt-out of the aggregation by notifying us on or before February 4, 2014. Gas service is expected to begin with your March 2014 meter reading date, and will continue until your March 2016 meter reading date. You have the following two options, both of which can be canceled at any time with no penalty:

Option 1: Your price will be \$0.54404 per Ccf* beginning with your March 2014 meter read date. The price will stay in effect until your June 2014 meter read date, and then your price may be fixed or variable, as determined by NOPEC and NextEra Energy Services Ohio, for one or more billing cycles. If you chose Option 1, you need to take no action at all. In several weeks you will receive a letter from your utility confirming your enrollment in NOPEC's governmental aggregation program.

Option 2: You can also opt-in to a monthly variable price* option. Details can be found in the Terms and Conditions located on the back of this letter. To participate under this option you must call us at 855-NOPEC-01 (855-667-3201). Offer subject to availability.

If you do not want to participate, you must notify us by one of the following methods: a) sign, date and return the attached reply card, b) email us at nopecoptout@nexteraenergyservices.com – please be sure to include your name, address, phone number and utility account number, or c) fax us at 800-238-5679. Whichever method you choose, you must do so on or before February 4, 2014.

Same Reliable Service: Only the supplier of your natural gas will change. All other functions, delivery, repair, billing, and customer service, will continue to be provided by Columbia Gas of Ohio, LLC. You will continue to receive only one bill.

Please review all materials, including the Terms and Conditions located on the back of this letter, and decide which option is best for you. We look forward to serving you.

Sincerely,

Joseph Migliorini
Chairman, NOPEC Board of Directors

You are receiving this notice today, because you have the right to opt-out of the NOPEC's Natural Gas Aggregation Program every two years without penalty.

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

NOPEC Contact Information
Customer Service: 855-NOPEC-01 (855-667-3201)
Available 24 hours a day; 7 days a week
P.O. Box 7016, De Pere, WI 54115-7016

All eligible customers in member communities are automatically included in the program unless you opt-out on or before February 4, 2014.

Terms and Conditions

1. **What We Agree To Do:** NextEra Energy Services Ohio, LLC (Supplier) will supply all your gas needs, and Columbia Gas of Ohio (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 Option 1, you agree to pay a price of \$0.54404 per Ccf from your March 2014 meter reading date until the June 2014 meter reading date. For the remainder of the term, your price will be fixed or variable, as determined by NOPEC and Supplier, for one or more periods of time. If you choose Option 2, the monthly variable price option (reference paragraph 14 for certain limitations), 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 Option 2 is limited. For all service provided under this agreement, the price does not include 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 the Supplier shall pay any applicable initial switching fees as charged by the Utility.

5. **Term:** The Term of this agreement will begin with your March 2014 meter reading date, and will continue until your March 2016 meter reading. You have the right to request up to twenty-four (24) months of payment history for services provided by Supplier.

6. **Rescission:** Utility will send you a written notice confirming your decision to enroll with Supplier. 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.

7. **Eligibility:** This agreement is for residential 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. The Supplier reserves the right to void this agreement, without liability, if your account does not meet these eligibility requirements.

8. **Cancellation/Amendments:** You may terminate this agreement one time without penalty, by written notice to the Supplier or by telephone to the Supplier at the address and telephone number for them listed in paragraph 13, but you will not be relieved of your obligation to pay for your supply from us through the date you move. 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, the 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 the 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.

9. **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 you move. 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.

10. **Assignment:** The 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.

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

12. **Authorization:** You authorize the Utility to release to the Supplier all information relating to your historical and current gas usage, account number, address, phone number, historical usage information, billing and payment history. No other information shall be released. Supplier will not release your account number(s) without your written consent, unless ordered by the Public Utilities Commission of Ohio or a court of competent jurisdiction. Supplier will not release your social security number unless ordered by a court of competent jurisdiction.

13. **Customer Inquiries And Disputes:** The Supplier's hours of operation are 24 hours a day. If you wish to speak with us concerning your bill or any issue you dispute, please call toll-free 855-667-3201. 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 or fax to toll-free 800-238-5679. Please remember to include your account number. Visit us at our website at www.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, residential and business customers 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 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. You may also call NOPEC toll-free at 1-888-848-7914, weekdays from 9 a.m. to 6 p.m. You may also visit NOPEC's website at www.nopecinfo.org.

14. **Monthly Variable Price Option Limit:** The Option 2 monthly variable price plan is limited in availability to approximately 4,000 NOPEC customers in the Columbia Gas of Ohio service territory. Once there is no longer availability, customers choosing the Option 2 plan will be placed on the Option 1 plan, but these customers may cancel without penalty anytime by providing notice to us.

15. **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, LLC NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES.



October 25, 2017

Tanowa Troupe
Acting Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbia, Ohio 43215

RE: Public Utilities Commission of Ohio Case # 17-2127-GA-CSS

Dear Ms. Troupe,

On 1/13/2014 the attached opt-out materials for LDC 187415840010 were mailed to Larry Sturgill at 814 Lake Breeze Rd, Sheffield Lake OH, 44054. The drop was received on 4/15/2014 from Columbia. The enrollment was effective 4/1/2014-5/2/2014 and the customer invoiced once with NextEra.

As part of Refresh 07/ 2017 opt-out materials for LDC 201672090015 were mailed to Patricia A Gilgenbach at 814 Lake Breeze Rd, Sheffield Lake OH, 44054. Larry Sturgill sent in an opt-out postcard (attached) for this address and LDC that was processed on 8/22/2017. The utility also sent over a rescission for this enrollment on the same date. As a result, Miss Gilgenbach, LDC 201672090015 has not been nor will she be enrolled under NextEra supply with NOPEC. There is no ETF attached to NOPEC Aggregation.

Sincerely,

George Jefferson
Regulatory Analyst

NextEra Energy Services, LLC

20455 State Highway 249, Suite 200, Houston, Texas 77070

NOTIFICATION OF INTENT TO OPT OUT

☒ I do not wish to be part of the NOPEC Community Choice Natural Gas Aggregation Program. By returning this postcard, I am officially opting out of this program.



Signature

[Handwritten Signature]

Date

30 July 2017

This notification is in regard to service at this address:

814 LAKE BREEZE RD SHEFFIELD LAKE OH 44054 2023

Name

Kerry Sturgill

Address

814 Lake Breeze

City/State/Zip

Sheffield Lake Ohio

E-mail

luck@bcs.com

Landline Phone

541-1111

Cellular Phone

614-440-1111





**Public Utilities
Commission**

Asim Z. Haque, Chairman

Commissioners

M. Beth Trombold
Thomas W. Johnson
Lawrence K. Friedeman
Daniel R. Conway

October 16, 2017

Glenn S Krassen
Bricker & Eckler
1001 Lakeside Ave E
Cleveland OH 44114-1142

Case No. 17-2127-GA-CSS

Dear Ms. Krassen:

Enclosed is a copy of a complaint filed with the Public Utilities Commission of Ohio. In accordance with Rule 4901-9-01 of the Ohio Administrative Code (revision effective June 15, 2014), you are hereby directed to file an answer to the complaint with the Commission, and serve a copy of your answer upon the complainant(s), within 20 days after October 16, 2017.

In addition to your answer, you may also file any motion that you find to be appropriate.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Barcy F. McNeal, Secretary

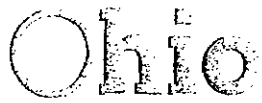
Tanowa Troupe, Acting Secretary

Susan Patterson, Acting Secretary

Beverly Hoskinson, Acting Secretary

Enclosure
TMT/dmm

cc: BONNIE BRODNIK



Public Utilities Commission

11-21-17-09-000

Case Number

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

Formal Complaint Form

Larry Sturgill/Patricia Gligbach 814 Lake Breeze
Customer Name (Please Print) Customer Address

Sheffield Lake OH 44054
City State Zip

Against

2016 7209 001 0005
Account Number

NA
Customer Service Address (if different from above)

NOPEC
Utility Company Name

NA
City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

see attached sheets

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2017 OCT 16 PM 1:21

PUCO

Larry Sturgill
Signature

440 541 2104
Customer Telephone Number

Nopec alleges that they sent me a letter. They claim they use the opt in and opt out method and they are required to send me this letter every 2 years. I have lived here 7 years in the same house and I have not ever recieved this letter. They claim that since I did not return the card they never sent they have some right to change my gas supplier and what ever costs are in penalties I become responsible for them for my contract for the next two years is now broken. My first awareness that they had pulled this stunt was when I was informed that my contract was broken.

1345.18 Consumer's prior, verified consent required to switch natural gas or public telecommunications service provider.

The "if you didnt return the card method of slamming customers violates the above consumer protection law for there is no verification. " They were not my supplier and yet they supposedly sent this letter to steal my account. They have claimed that I returned a card. Nonsense I never received the letter to begin with. I originated this complaint with the AG and it was refered to your informal complaint system with your people describing this as acceptable sales technique since it is a "government "system. It is not government operated they are a for profit company using illegal methods to slam customers and you should be ashamed for allowing this business practice.

Example.

Last month I sent you a letter to opt out, opt in a donation of one million dollars so now you should pay up. If you do not then I will sue you in court. When the court tells you I am a government agency therefore this is legal you would be as distressed with the courts in the same way I am with puco and the clown that explained to me that puco believes this is legal under the the consumer protection act.

If you truely believe that you have the right to subvert the law as puco and some business that claims goverment authority to violate the law because the leaders of my community agreed to allow them to do business in this town then I ask that you formally request that the AG take this case back since they have the ability to prosecute using county prosecutors under this law they and you are breaking.