



Dear City of Loveland Aggregation Customer,

Welcome to your community's gas aggregation program. In this program, **Duke** remains your gas distribution utility, but you will buy your gas supply through the **City of Loveland** aggregation program. The City of Loveland has chosen Direct Energy Services, LLC dba Direct Energy as the governmental aggregation supplier for your voter-approved natural gas program. As an eligible customer, **you will be automatically enrolled in the City of Loveland aggregation program and do not need to take any further action to receive exclusive member pricing for your home or business** through the chosen supplier Direct Energy from your April 2025 meter read date and continuing until your April 2026 meter read date.

If you received this letter and you do nothing, you will be **AUTOMATICALLY** enrolled in the City of Loveland aggregation program.

Your opt-out request must be postmarked by **3/27/2025** to avoid automatic enrollment in the program.

If you do not opt out, you will be enrolled in the Standard Offering at a price of **\$0.594 per Ccf**

Program Details

Your price will be **\$0.594 per Ccf** from your **April 2025** meter read date until your **April 2026** meter read date. The program price is fixed until **April 2026**. This price stability makes the program different from Duke. With Duke service, your gas price fluctuates each month based on the month-end natural gas settlement price on the New York Mercantile exchange (NYMEX).

Enrollment Options

You do not need to take any action to enroll in your community's aggregation program. However, if you decide not to participate, you must sign, date, and return the enclosed opt out form to Direct Energy via the enclosed postage paid envelope either by mail, by emailing aggregationsupport@nrg.com or by calling Direct Energy at 1-866-968-8065 by **3/27/2025**. If you choose to opt out of the program, you will be provided service from your utility at its standard rate until you choose to take service from a competitive supplier. We look forward to serving you.

Your Relationship with Duke

- If you participate in City of Loveland aggregation, Duke will remain your gas utility. You will continue to receive your gas bill from them and call them for issues with your gas service. But you will see Direct Energy listed on the supply portion of your Duke Gas bill, and the City of Loveland aggregation price will be used to calculate the supply charge on your bill.
- If you do not participate in the City of Loveland aggregation, the supply charge on your Duke gas bill will continue to be calculated using the standard rate.

Questions?

Call Direct Energy's Customer Care Center at **1-866-968-8065**. 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 **3/27/2025**. You may opt out at any time with no cancellation fee. All prices are exclusive of sales and other applicable taxes and utility charges.

Sincerely,

City of Loveland

OPT-OUT REPLY CARD



City of Loveland Aggregation Natural Gas

X

Signature

Date

Opt-Out Instructions

You do not need to take any action to participate in the City of Loveland Aggregation. **If you DO NOT wish to participate, you MUST opt out.** To opt out by mail:

1. Sign and date this card.
2. Place the card in the enclosed envelope.
3. Drop the envelope in the mail.

This card must be signed by the Customer of Record whose name appears in the address on this card. The envelope must be postmarked no later than **March 27, 2025** to opt out of the program before being enrolled automatically. You may also opt out anytime after enrollment by phone at **1-866-968-8065** or email at **aggregationsupport@nrg.com**. There is no fee to opt out.

**Natural Gas Opt-Out Aggregation Program ("Program")
Terms and Conditions and Appointment of Limited Agent (the "Agreement")**

- 1. Agreement to Purchase Natural Gas.** Direct Energy Services, LLC ("Direct Energy") will supply your natural gas as delivered by your local Natural Gas Utility ("NGU"). The essential terms of your service are as follows:
- 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 and will continue through the Program end date billing cycle, subject to earlier termination pursuant to the terms of the Program and this Agreement. 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 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. 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. 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 Term starting with your first billing cycle of the Program and continuing the Program end date billing cycle. After the end date billing cycle, you will receive a variable rate unless the Governmental Aggregator sets a fixed rate under its Program. If the Governmental Aggregator selects a fixed rate, it shall also determine the duration of such fixed rate, such duration not to extend beyond the Initial Term as described above, and you will be notified of the new rate prior to the billing cycle to which the new rate applies.
- 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.
- 4. Termination.** You understand that this Agreement will terminate automatically 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 service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement or Ohio regulations. 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. 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 natural gas supply from 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 without penalty or early termination fee by contacting Direct Energy verbally at 1-866-968-8065 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. Further, you understand that you are responsible for any switching fees imposed by your NGU. 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 may share such Eligible Consumer data with affiliates and third-party vendors as reasonably necessary to accommodate Direct Energy's provision of Natural Gas Service or other performance pursuant to this Agreement.
- 9. Renewal.** Upon completion of the 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 but not limited to 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. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

13. 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 1-866-968-8065, 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 Services, PO Box 180 Tulsa, OK 74101 or email aggregationsupport@nrg.com.

14. 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.pucu.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.

15. Emergency. In the event of an emergency such as a gas leak, please call your NGU at 1-800-344-4077, Dominion Energy Ohio (DEO) at 1-877-542-2630, Duke Energy 1-800-634-4300, Vectren at 1-800-227-1376, and Columbia Gas of Ohio at 1-800-344-4077.