

FAX**Buckeye Energy Brokers, Inc.**

8870 Darrow Road, #F106
Twinsburg, Ohio 44087
Buckeyeenergybrokers.com

September 20, 2007

VIA FAX

Chief of Docketing
Public Utilities Commission of Ohio
180 East Broad St. 13th Floor
Columbus, Ohio 43215-3793

RE: Opt-Out Notice for the Stark County, Ohio
Case Number 04-1185-GA-GAG

PUCO


2007 SEP 25 PM 3:49

RECEIVED-DOCKETING DIV

Buckeye Energy Brokers, Inc. submits, on behalf of the Stark County, Ohio, a copy of the opt-out notice being sent to eligible customers. The Opt-Out period is from October 5, 2007 through October 26, 2007.

Should you have any questions or additional needs, please call me at (330) 730-4338.

Sincerely,



Thomas M. Bellish
Chief Sales Engineer

Attachment

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 And Date Processed 9/25/07



Stark County

October 5, 2007

[First] [Middle] [Last]
 [Mail Address]
 [Mail City], [Mail State] [Mail Zip]

Premise Address: [Premise Address]
 Account Number <Account Number>

Dear [First] [Last]:

IMPORTANT INFORMATION
 From Stark County & Direct Energy Regarding your
 Natural Gas Commodity Service.

**Stark County sets a Fixed Price of \$9.88 per MCF offering Price Protection
 through the November 2008 billing cycle, excluding taxes and utility charges!
 Plus a Senior Citizen Price of \$9.78 per MCF for eligible participants!**

We are pleased to announce that Stark County is providing another opportunity to residential and small commercial customers to join or "opt out" the county's Natural Aggregation program.¹ Under this arrangement, Direct Energy will continue to be the county's preferred natural gas supplier. Direct Energy will provide Stark County's citizens with an exclusive offer for the second year of the two year arrangement. The second year's price is 14% lower than the first year price that was established by Stark County.

Since you are not currently a member of the Stark County's Natural Gas Aggregation Program, this is your chance to be automatically enrolled. Through the Stark County's Natural Gas Aggregation Program, eligible citizens will receive a fixed rate of \$9.88 per MCF, starting with your December 2007 billing cycle, which will offer price protection against potential natural gas commodity rate increases through your November 2008 billing cycle. This Aggregation program is effective through the November 2008 billing cycle.

You will be automatically enrolled in Stark County's Natural Gas Aggregation Program unless you choose **NOT** to participate by "opting out" by October 31, 2007. Please remember that if you remain with the utility, your local utility's gas price can change on a monthly basis. The eligibility requirements for this exclusive offer are outlined below.² If you do NOT wish to participate in this program, you must "opt out" by using the instructions on the reverse side of this letter.

Stark County's Natural Gas Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible citizens will be automatically enrolled in the program unless you choose to "Opt out."
- **You'll Receive a Fixed Price.**³ Stark County has ensured that you will receive a natural gas commodity price of \$9.88 per MCF for your gas supply beginning with your December 2007 billing cycle. After your November 2008 billing cycle, you will be given the opportunity to renew your agreement under a new price offer. There is no additional cost to enroll in this exclusive program.
- **Exclusive offer for Senior Citizens.** Stark County has negotiated an additional \$0.10 per MCF off the already low fixed commodity price for Senior Citizens 65 and older who are the primary owners of their residence. This special price is available to eligible seniors by calling Direct Energy at 1-866-760-6040. Remember, you must call Direct Energy to confirm your eligibility and obtain this discount.
- **You'll Receive One Bill.** Your local utility will continue to send your monthly gas bill and you will continue to remit one payment to the local utility for their charges and Direct Energy's charges. Also your local utility will still provide service for any emergency or maintenance issues.

¹ By affirmative vote of the Stark County Board of Commissioners passed a resolution on August 12, 2004 which proposed the aggregation of natural gas customers. The voters approved a ballot issue on November 2, 2004 for Stark County to act as an Aggregator (purchasing agent) and enter into an agreement with a natural gas supplier or other natural gas aggregator on behalf of all of the residents of Stark County for the supply of natural gas, such aggregation to occur automatically except where any resident elects to opt-out, all in accordance with Ohio law. As part of being a Government Aggregator, Stark County is certified by the Public Utilities Commission of Ohio and operates under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4929.28 of the Ohio Revised Code ("ORC").

² Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Service. To be eligible to participate in the Natural Gas Aggregation Program, you must have a residence or business located in Stark County, be eligible to receive natural gas from Dominion East Ohio (DEO), meet Ohio non-mercantile requirements, be current with your natural gas payments, and not be enrolled in the PIPP program. If you believe you received this letter in error, please contact Direct Energy's call center immediately to ensure that you are not automatically enrolled in Stark County's Natural Gas Aggregation Program.

³ Direct Energy's rate excludes the utility charges and taxes.

Again, you will be **automatically enrolled** in Stark County's Natural Gas Aggregation Program unless you choose **NOT** to participate by "opting out". If you do **NOT** wish to participate in this program, you must "opt out" by calling Direct Energy Customer Care team at 1-866-760-6040 or completing the "Opt-Out" Election Form below and returning it to Direct Energy by October 31, 2007. The Opt-Out Election Form must be returned at least 21 days from the post-mark date of this letter. If you "opt out" of the aggregation program, your natural gas service will continue to be distributed by your local utility.

You will find additional details of the Natural Gas Aggregation Program in the Frequently Asked Questions & Terms and Conditions within this mailer. Please read them carefully. If you have additional questions about this offer, please contact Direct Energy's Customer Care team at 1-866-760-6040, Monday – Friday from 8:00 am to 8:00 pm EST and Saturday from 8:00 am to 5:00 pm EST. You may also visit our web site at www.directenergy.com.

Respectfully,

The Stark County and Direct Energy

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Stark County's Natural Gas Aggregation Opt-Out Election Form

☐ I elect NOT to participate in the Stark County's Natural Gas Aggregation Program with Direct Energy.

Account Holder's Name: (Print) _____

Dominion East Ohio Account Number: <Account Number>

Service Address: _____

City: _____

State: OHIO Zip Code: _____

Telephone Number: (_____) _____

Account Holder's Signature: _____

Date: _____

This form must be **postmarked no later than 21 days from the postmark date on the notification letter** for your opt out to be effective.

Please mail to:

Direct Energy

Attn: The Stark County Aggregation Program

PO Box 642156

Omaha, NE 68164

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in Stark County's Natural Gas Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to "Opt-out" of Stark County's Natural Gas Aggregation Program, I must complete this form and mail it to Direct Energy or call Direct Energy at 1-866-760-6040, to opt out no later than 21 days from postmark on the notification letter accompanying this form. This form must be postmarked by the given date on this letter to be effective. If this form is not postmarked by this date or I do not call by the specified date, I understand that I will be automatically enrolled in Stark County's Natural Gas Aggregation Program. I assume all responsibility to send the "Opt-out" Election Form or to call Direct Energy.

**Direct Energy's Natural Gas Price Protection Program
Residential and Commercial Terms and Conditions of Agreement
And Appointment of Limited Agent
To: Direct Energy Services, LLC ("Direct Energy")**

Term of Agreement. Subject to Direct Energy's acceptance of this Agreement and acceptance by my Natural Gas Utility ("NGU"), I hereby appoint Direct Energy as my exclusive limited agent and supplier for natural gas service. My service under this Agreement will begin on my meter reading date as determined by the NGU tariff and will continue through the November 2008 billing cycle ("Initial Term"). If my service is not accepted by the NGU for my December 2007 billing cycle, then my service will begin on the next applicable meter reading date once accepted. The Initial Term will be reduced for each month that I am not receiving service after the December 2007 billing cycle period. I will receive the rate applicable to participants of the Stark County's Aggregation Program through my November 2008 billing cycle. My NGU will continue to deliver my natural gas, and provide billing and other services.

Pricing, Billing and Payment Terms Under this Agreement, I will continue to pay distribution and transportation costs to my NGU. Based on Stark County choice, each month Direct Energy will charge me for all natural gas billed by my NGU either (a) a monthly Variable Price equal to the sum of the following (i) \$1.73 per MCF plus (ii) the NYMEX Henry Hub Monthly Natural Gas contract price for the applicable delivery month upon termination of trading converted from mmBtu to MCF or (b) a Fixed Price for a specific number of months. The decision to set a Fixed Price and the duration of such Fixed Price shall be determined by Stark County. Any Fixed Price shall be based on the expected gas consumption for each delivery month, times the price of the applicable NYMEX Henry Hub monthly futures contracts at the time of the decision to fix the price converted from mmBtu to MCF, plus \$1.73 per MCF. The delivery month(s) and mmBtu to MCF conversion rates will be based on applicable NGU rules. My Direct Energy Fixed Price for the period starting from the beginning of the Initial Term, as provided above, through the November, 2008 billing cycle will be a \$9.88 per MCF, exclusive of any utility charges and taxes. After the November 2008 billing cycle, through the November 2008 billing cycle, I will receive a Variable Price unless Stark County sets a Fixed Price under the Stark County's Natural Gas Aggregation Program.

The NYMEX is the commodity exchange on which Natural Gas Futures contracts are traded and is the foundation from which natural gas transactions are priced within the United States and its market rates are available from various publications including the Wall Street Journal and various internet sites. I may obtain my monthly price by calling a Direct Energy customer service representative at 1-888-566-9988. Direct Energy's prices are exclusive of all applicable state and local taxes and NGU charges. My NGU will send me a single monthly bill that will include my NGU's charges and Direct Energy's charges and I will continue to pay my bill in accordance with the NGU's billing and payment policies. In the event that I fail to pay my bill or fail to meet any agreed-upon payment arrangement, Direct Energy may terminate this Agreement after providing me with fourteen (14) days written notice or I may be returned to utility service by the NGU. Such termination will not relieve me of my payment obligations to Direct Energy for service to the date of such termination. I have the right to request without charge up to 24 months of payment history for services rendered by Direct Energy.

Termination. My Agreement will terminate automatically without penalty if any of the following occurs: (a) The requested service location is not served by the incumbent natural gas company, (b) I move outside the incumbent natural gas company's service area, to an area not served by Direct Energy, or to an area outside Stark County, or (c) Direct Energy or Stark County returns my sales service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement. If I move within Stark County and wish to continue taking service from Direct Energy under this Agreement I must contact Direct Energy with my new service location account information in a timely fashion to transfer my service. I understand that processing the move will be subject to utility transaction processing timelines. Further, I understand that I am responsible for any switching fees imposed by my NGU. I understand that I have the right to terminate this Agreement without penalty in the event: (a) I relocate, or (b) this Agreement allows Direct Energy or Stark County such a right for reasons other than customer nonpayment.

Cancellation. My NGU will send me a written notice confirming my decision to enroll with Direct Energy. I understand that I may rescind my enrollment without penalty within seven (7) business days of the postmark on the NGU's confirmation letter by calling or writing to my NGU. I understand that I also have the right to cancel this Agreement after seven (7) business days without penalty or early termination fee by contacting Direct Energy verbally at 1-888-566-9988 or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve me of my payment obligations to Direct Energy for service to the date of cancellation. If I intend to cancel this Agreement after the 7-day rescission period I agree to contact Direct Energy at 1-888-566-9988 prior to initiating cancellation.

Switching. If I change my Natural Gas Supplier, my NGU may apply a switching fee. If I return to my NGU after switching to a competitive supplier, I may be charged a price other than the incumbent NGU's regulated commodity rate.

Assignment. This Agreement can be transferred or assigned by Direct Energy to another supplier upon 30 days written notice.

Privacy of Customer Information. My Social Security Number (if given) and NGU account number shall not be released without my affirmative written consent.

Renewal. If applicable, upon completion of the Initial Term this Agreement may be renewed by Stark County. If this occurs, I will be notified of the renewal, receive a written notice of any proposed changes in the terms and conditions of this Agreement and have the ability to opt out of this Agreement. If Stark County does not renew this Agreement, this Agreement shall terminate at the end of its term.

Warranty. This Agreement as written makes up my entire Agreement with Direct Energy. 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.

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, I agree that Direct Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGU including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority (including but not limited to the PUCO), or any cause beyond Direct Energy's control.

The remedy in any claim or suit by me against Direct Energy will be limited to direct actual damages. By entering into this Agreement, I waive any right to any other remedy. In no event will either Direct Energy or I 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.

Direct Energy Contact Information. If I have a question about or disagree with the natural gas commodity portion of my bill, I may call Direct Energy's Customer Service Contact Center at 1-888-566-9988, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). I may also write to Direct Energy at: P.O. Box 642156, Omaha, NE 68164. The address for the county is Stark County, County Office Building 110 Central Plaza Suite 240 South Canton, Ohio 44702.

Dispute Resolution. I understand that Direct Energy will endeavor to resolve any disagreement or complaint I may have. If my complaint is not resolved after I have called Direct Energy, I may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the commission. Also, the Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the OCC website at www.pickocc.org.

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