

FAX**FILE****Buckeye Energy Brokers, Inc.**8870 Darrow Road, #F106
Twinsburg, Ohio 44087
(330) 730-4338

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VIA FAX

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

PUCO

2010 SEP -2 PM 3:47

RECEIVED-DOCKETING DIV

**RE: Amendment to Case Number 02-1722-GA-GAG Retail Natural Gas
Governmental Aggregator – Village of Brewster**

Buckeye Energy Brokers, Inc. submits, on behalf of Village of Brewster a copy of the opt-out notice being sent to eligible customers. The opt-out period is scheduled for September 13 to October 4, 2010. The original application was docketed as case number 02-1722-GA-GAG.

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

Sincerely,

Thomas M. Bellish
President

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 DM Date Processed SEP 02 2010

Buckeye Energy Brokers, Inc.

Services	Benefits	Proven Expertise
<u>Deregulated Energy</u>		
▪ Consulting	▪ Buying Leverage	▪ PUCO Certified
▪ Aggregation	▪ Risk Mitigation	▪ Customized Energy Management Solutions
▪ Procurement	▪ Budget Predictability	▪ Municipal Aggregation
	▪ Cost Control	▪ Governmental Procurement Programs
	▪ Best Combination of Term, Service & Pricing Available	▪ Procedure Management & Procurement Consulting
		▪ Daily Trend Analysis of Energy Markets
		▪ Ohio Brokers Serving Ohio Clients



Village of Brewster



September 13, 2010

Dear Village of Brewster Resident,

The Village of Brewster is providing you with the opportunity to join with other residents to save money on the natural gas you use. Savings are possible through a concept called government aggregation; where Village officials bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. Brewster voters approved this program in November 2004.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen Volunteer Energy Services, Inc. (VESI), an Ohio based corporation to provide you with natural gas for the term of **October 1, 2010 through September 30, 2012**.

You will be automatically enrolled in the Villages Natural Gas Governmental Aggregation Program unless you choose to "opt out" – that is, affirmatively choose not to participate. If you wish to be excluded from the Villages natural gas aggregation program, you must return the enclosed "Opt-Out" form by October 4, 2010. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

For members of this program, Volunteer Energy will deliver natural gas at a guaranteed price of % off of Columbia Gas of Ohio's Standard Service Offer (SSO) Adder of NYMEX plus \$ per Ccf at the burner tip. VE's adder will be NYMEX plus \$0. per Ccf at the burner tip October 1, 2010 through March 31, 2011. VE's price for the term April 1, 2011 through March 31, 2012 & April 1, 2012 through September 30, 2012 will to be determined once Columbia's SSO adder for this same term is made known based on % off of Columbia Gas of Ohio's SSO Adder or if not possible NYMEX plus \$0. Per Ccf at the burner tip.

After you become a participant in the Village's natural gas aggregation program, Columbia Gas will send a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VESI within seven business days of its postmark date. To remain in the Villages government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you'll notice is savings and the name of your new gas supplier, VESI, included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374 press option #1, Monday through Thursday, 8:30 a.m. to 4:00 p.m.

Regards,

Village of Brewster
&
Volunteer Energy Services, Inc.

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. VESI's purpose is to provide customers the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to VESI's customers. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangements: VESI's energy supplies will be delivered to your residence or facilities via the utility's pipelines on a cost per Ccf basis. The price will vary from month to month and will be based upon a pricing mechanism of ___% off of Columbia Gas of Ohio's (Columbia Gas) Standard Service Offer Adder or if not possible NYMEX plus \$___/Ccf, excluding gross receipts tax. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue until **September 30, 2012**. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 5:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. E-mail address is jsmith@volunteerenergy.com

Bill Payment Process: Columbia Gas of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 800-977-8374. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or, for TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit www.puc.ohio.gov. Residential customers may also contact the Ohio Consumers' Council (OCC) for assistance with complaints and utility issues toll free at 1-877-742-5622 from 8:30 a.m. to 4:00 p.m. weekdays or visit www.pickocc.org.

Amendment to Agreement: VESI may amend VESI's Supply Agreement from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice. Notice of any such change is public information and

may be announced by any one of or variation of the following methods: local newspaper press release, local radio station announcement, written communications to participants or update on Village's website.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: If VESI is performing billing services, other than for operation, maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

Termination/Rescission of Agreement: You may rescind your natural gas supply enrollment with Columbia Gas of Ohio within seven (7) days of the post mark date of the confirmation notice from Columbia Gas. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the Village's natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. There will be no early termination fees associated with the Village's guaranteed saving rate. This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas; (2) you move outside the Columbia Gas service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, if you relocate.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

VESI's guaranteed savings excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in the Village of Brewster; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the Village of Brewster, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the opt-out form only if you do not want to participate in the Village's municipal aggregation program.

OPT-OUT FORM VILLAGE OF BREWSTER RESIDENTIAL MUNICIPAL AGGREGATION PROGRAM

I wish to opt out of the Village of Brewster Municipal Aggregation Program

(Check box to ☐ Opt-out)

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by October 4, 2010 to: Village of Brewster Municipal Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147