

FAX**Buckeye Energy Brokers, Inc.**

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

August 13, 2007

VIA FAX

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

PUCO

2007 AUG 14 AM 10:25

RECEIVED-DOCKETING DIV

RE: Natural Gas Aggregation Opt-Out Form for The City of Marietta
Case Number 06-913-GA-GAG

Please find the Opt-Out form for The City of Marietta's natural gas aggregation program, original case number 06-913-GA-GAG. The Opt-Out period is from September 7, 2007 through September 28, 2007.

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

Sincerely,

Thomas M. Bellish
President

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 Date Processed 8-14-07



August, 2007

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

IMPORTANT INFORMATION
From the City of Marietta & Direct Energy
Regarding your Natural Gas Commodity Service

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

Dear [First] [Last]:

**The City of Marietta and Direct Energy Offer Price Protection and Peace of Mind –
With a Fixed Rate of \$9.90 per MCF through the October 2008 billing cycle, excluding taxes and utility charges!**

We are pleased to announce that the City of Marietta is providing another opportunity to residential and small commercial customers to join the Natural Gas Aggregation program. Under this arrangement, Direct Energy will continue to be the preferred natural gas supplier and serve the City of Marietta's citizens with an exclusive offer for the second year of the two year arrangement. The second year's price is 17% lower than the first year price that was established by the City of Marietta.

Since you are not currently a member of the City of Marietta's Natural Gas Aggregation Program, this is your chance to be enrolled. Through the City of Marietta Natural Gas Aggregation Program, eligible citizens will receive an exclusive rate of \$9.90 per MCF starting with your November 2007 billing cycle and ending with the October 2008 billing cycle. This Natural Gas Aggregation program is effective through the October 2008 billing cycle.

You will be automatically enrolled in the City of Marietta's Natural Gas Aggregation Program unless you choose **NOT** to participate by "opting out." Please remember the utility gas rate can change on a monthly basis. The eligibility requirements for this exclusive offer are outlined below.¹ If you do **NOT** wish to participate in this program, you must "opt out" by using the instructions below in this letter.

The City of Marietta'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 Supply Rate.²** The City of Marietta has ensured that you will receive a natural gas commodity rate of \$9.90 per Mcf for your gas supply beginning with your November 2007 billing cycle. After your October 2008 billing cycle, you will be given the opportunity to renew your agreement under a new price offer. This Aggregation program is effective through the October 2008 billing cycle. There is no additional cost to enroll in this exclusive program.
- **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 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 the City of Marietta, 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 as you are not located in the City of Marietta or served by DEO, please disregard this letter.

² Direct Energy's rate excludes the utility charges and taxes. Please note that transportation costs may vary depending on the utility's commodity rate.

Again, you will be automatically enrolled in the City of Marietta'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 by September 28, 2007. The Opt-Out Election Form must be returned at least 21 days from the postmark date of this letter. If you "opt out" of the aggregation program, your natural gas service will continue to be supplied 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 City of Marietta and Direct Energy

The City of Marietta's Natural Gas Aggregation Opt-Out Election Form

☐ I elect NOT to participate in the City of Marietta's Natural Gas Aggregation 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 on the notification letter for your opt out to be effective.

Please mail to:

Direct Energy

Attn: The City of Marietta's Aggregation Program

PO Box 642156

Omaha, NE 68164

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the City of Marietta'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 the City of Marietta'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 (CHANGE MADE PURSUANT TO 4801:1-28-04(A)(8)) 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 the City of Marietta'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 October 2008 billing cycle ("Initial Term"). If my service is not accepted by the NGU for my November 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 November 2007 billing cycle period. I will receive the current the City of Marietta rate through my October 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 the City of Marietta's choice, each month Direct Energy will charge me for all natural gas delivered by Direct Energy to the Local Utility's city gate and billed by the Local Utility in any given billing cycle, per MCF either (a) a Variable Price equal to the sum of the following (i) \$1.62 per MCF plus (ii) the NYMEX Henry Hub Monthly Variable price. The NYMEX Monthly Variable price will be the NYMEX Settlement Price upon termination of trading for the NYMEX natural gas contract for the delivery month, consistent with the Local Utility billing cycle. The Variable Price shall be converted to MCF units using the Local Utility's applicable conversion rate. For example, the Variable Price for the October 2008 billing cycle, which will reflect consumption from customer flows commencing in September 2008, will include a NYMEX Monthly Variable price based on the NYMEX Settlement Price upon termination of trading for the NYMEX natural gas contract for October 2008 deliveries, converted to MCF units 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 the City of Marietta. Any Fixed Price shall be based in part on the expected gas consumption for each month, times the price of the applicable monthly futures contracts at the NYMEX at the time of the decision to fix the price, plus \$1.62 per MCF. The sum of each of those monthly values will be divided by the entire expected gas consumption for the Fixed Price period selected by the City of Marietta. Prior to application of the pricing process described above, all NYMEX prices shall be converted to MCF units using my NGU's conversion rate applicable at the time the price is determined. 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. If the City of Marietta chooses the Variable Price, my rate will not change more than once monthly and if the City of Marietta chooses the Fixed Price, my rate will not change during the term of the Fixed Price. This price is exclusive of all applicable state and local taxes and NGU charges (including my NGU's regulated commodity rate, if applicable). 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 without penalty if: (a) I relocate my service address within the City of Marietta and I do not contact Direct Energy with my new service location account information in a timely manner, (b) if I move or am located outside the NGU service territory or outside of the City of Marietta, or (c) Direct Energy returns my service to the NGU. If I move within the City of Marietta and contact Direct Energy 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.

Cancellation. My NGU will send me a written notice confirming my decision to enroll with Direct Energy. I have the right to cancel this Agreement without penalty by contacting my NGU verbally at 1-877-542-2630 or in writing. 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 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 the City of Marietta. 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 the City of Marietta 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 City of Marietta is 301 Putnam Street Marietta, Ohio 45750.

Dispute Resolution. I understand that Direct Energy will endeavor to resolve any disagreement or complaint I may have. If my questions are not resolved after I have called Direct Energy, I may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-886-7826 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 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the commission. Residential customers may call the Ohio Consumers' Counsel (OCC) 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 or as otherwise specified by the OCC.

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