

**FILE****Buckeye Energy Brokers, Inc.**

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Buckeyeenergybrokers.com

VIA FAX

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

**FAX****PUCO****2009 JAN 22 PM 4:20****RECEIVED-DOCKETING DIV****RE: Amendment to Case Number 08-1308-GA-GAG Retail Natural Gas  
Governmental Aggregator - Trumbull County**

Buckeye Energy Brokers, Inc. submits, on behalf of Trumbull County a copy of the opt-out notice being sent to eligible customers. The opt-out period is scheduled for February 2 to February 23, 2009. The original application was docketed as case number 08-1308-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                      Date Processed   JAN 22   2009

**Direct Energy**

**IMPORTANT INFORMATION**  
From Trumbull County and Direct Energy  
regarding your Natural Gas Supply Service.

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

Dear [First] [Last]:

**Trumbull County selects Direct Energy as its preferred natural gas supplier.**  
**The Program offers the fixed rate of \$8.24 per Mcf and a senior citizen discount!**

We are pleased to announce that the Board of County Commissioners has selected Direct Energy as its preferred natural gas supplier for the County's Natural Gas Aggregation Program<sup>1</sup>. Under this arrangement, Direct Energy will provide the fixed rate of \$8.24 per Mcf<sup>2</sup> for your April 2009 billing cycle through your March 2010 billing cycle. The Natural Gas Aggregation Program runs through your March 2011 billing cycle.

Through Trumbull County's Natural Gas Aggregation Program, eligible consumers<sup>3</sup> will receive the fixed rate of \$8.24 per Mcf, starting with your April 2009 bill cycle and running through your March 2010 billing cycle. After the initial Natural Gas Aggregation Program, which will end with your March 2011 billing cycle, the County is required to provide all eligible residents and businesses in the community with the opportunity to join the Natural Gas Aggregation Program or to "Opt-Out" of the program without penalty.

You will be **automatically enrolled** in Trumbull County's Natural Gas Aggregation Program unless you choose NOT to participate by "Opting-Out" by March 1, 2009. The eligibility requirements for this exclusive offer are outlined below. 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.

**Trumbull 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 consumers will be **automatically enrolled** in the program unless you choose to "Opt-Out." Your local utility will continue to send your monthly natural 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.
- **Your Rate has been Set for One Year.** Trumbull County has ensured that you will receive a natural gas commodity rate of \$8.24 per Mcf for your April 2009 billing cycle. After your March 2010 billing cycle, the rate

<sup>1</sup> By affirmative vote of the Board of County Commissioners, on August 6, 2008 passed an ordinance which proposed the aggregation of natural gas customers. The voters approved the ballot question on November 4, 2008 for Trumbull 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 Trumbull 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, Trumbull County is certified by the Public Utilities Commission of Ohio and operates under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4901:1-28-04 of the Ohio Revised Code ("ORC").

<sup>2</sup> Direct Energy's rate excludes the utility charges and taxes.

<sup>3</sup> 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 Trumbull 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 Trumbull County Natural Gas Aggregation Program.

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may be variable on a month-to-month basis, unless a stable rate is selected by Trumbull County. Service will run through your March 2011 billing cycle.

- **Exclusive Offer for Senior Citizens.** Trumbull County has negotiated a discount of \$0.10 per Mcf off the commodity rate for Senior Citizens 65 and older who are the primary owners of their residence. This special rate is available to eligible seniors by calling Direct Energy Customer Service Department at 1-866-760-6040.

Again, you will be **automatically enrolled** in Trumbull 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 or by completing the "Opt-Out" Election Form below and returning it to Direct Energy by March 1, 2009. 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 Natural Gas Aggregation Program, your natural gas service will continue to be distributed by your local utility.

You will find additional details of Trumbull County's Natural Gas Aggregation Program in the Frequently Asked Questions and Terms and Conditions within this mailer. Please read them carefully. If you have additional questions about this offer, please contact Direct Energy at 1-866-760-6040, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). You may also visit our web site at [www.directenergy.com](http://www.directenergy.com).

Respectfully,

Board of Trumbull County Commissioners and Direct Energy

es

**Trumbull County's Natural Gas Aggregation Opt-Out Election Form**

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

Account Holder's Name: (Print) \_\_\_\_\_

Date: \_\_\_\_\_

Account Number: < Account Number >

Service Address: \_\_\_\_\_

City: \_\_\_\_\_ State: OH Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_

This form must be post-marked no later than 21 days from the post-marked date on the notification letter for your Opt-Out to be effective.

**IMPORTANT NOTICE:** By returning this signed form, I affirmatively elect NOT to participate in Trumbull 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 Trumbull 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 the Trumbull County's Natural Gas Aggregation Program. I assume all responsibility to send the "Opt-Out" Election Form or to call Direct Energy. To "Opt-Out" by mail, please return the election form to: Direct Energy Trumbull County Aggregation; PMB #51; 7385 North State Route 3; Westerville, Ohio 43082.

**Trumbull County's and Direct Energy's Natural Gas Rate Aggregation 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 March 2011 billing cycle ("Initial Term"). If my service is not accepted by the NGU for my April 2009 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 April 2009 billing cycle period. I will receive the rate applicable to participants of Trumbull County's (Governmental Aggregator) Aggregation Program through my March 2011 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. My Direct Energy Fixed Rate for the period starting with my April 2009 billing cycle will be \$8.24 per Mcf, plus applicable taxes and utility charges. After the March 2010 billing cycle, I will receive a variable rate unless the Governmental Aggregator sets a stable rate under its Program. If a variable rate is selected by the Governmental Aggregator, the variable rate will vary from month to month and will equal the sum of the following (i) \$1.39 per Mcf plus (ii) the NYMEX Henry Hub Monthly Natural Gas contract rate for the applicable delivery month upon termination of trading converted from mmBtu to MCF. If the Governmental Aggregator selects a stable rate, it shall determine the duration of such stable rate.

The NYMEX is the commodity exchange on which Natural Gas Futures contracts are traded and is the foundation from which natural gas transactions are rated within the United States and its market rates are available from various publications including the Wall Street Journal and various internet sites. If a variable rate is selected in year two of this program, I may obtain my monthly rate by calling a Direct Energy customer service representative at 1-888-566-9988. Direct Energy's rates 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.

**Senior Citizen Discount.** Seniors may receive a rate that is \$0.10 per Mcf lower than the rate stated in Pricing, Billing and Payment Terms section of this Agreement. In order to receive the Senior Citizen Discount of \$0.10 per Mcf, I must call Direct Energy's Customer Service Contact Center at 1-888-566-9988, 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) to validate my status as a Senior Citizen and primary owner of the residence to receive retail natural gas service from Direct Energy. To confirm my status as a Senior Citizen for the purpose of this program, I must validate that I am at least 65 years old at the time of the call. Such discount will only be applied prospectively, and may take one or more billing cycles before it appears on my bill. Direct Energy is not liable for any lost savings due to my not requesting this discount in a timely fashion, or due to any delay between my request and it actually appearing on my bill.

**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 the Governmental Aggregator, or (c) Direct Energy or the Governmental Aggregator 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 the Governmental Aggregator 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 the Governmental Aggregator 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 rate 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.** Other than for operation, maintenance, assignment and transfer of my account, or collection purposes, my NGU account number shall not be released without my affirmative written or electronic authorization or pursuant to PUCO or court order. Other than for credit checking and credit reporting, my social security number (if given) shall not be disclosed without my affirmative written consent or pursuant to a court order.

**Renewal.** If applicable, upon completion of the Initial Term this Agreement may be renewed by the Governmental Aggregator. 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 Governmental Aggregator 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 Department at 1-888-566-9988, 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). I may also write to Direct Energy at: PMB #51, 7385 North State Route 3, Westerville, OH 43082. The address for the Governmental Aggregator is Trumbull County Administrative Building, 160 High Street NW, Warren, OH 44481.

**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.puco.ohio.gov](http://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](http://www.pickocc.org). 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](http://www.pickocc.org).

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