

July 23, 2015

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, OH 43215-3793

RE: REVISED Opt-Out Notice for Village of Fredericktown  
Case Number 12-1875-EL-GAG

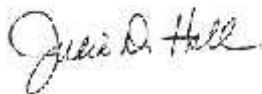
Dear Sir/Madam:

Enclosed please find a revised copy of the Electric Governmental Aggregation Opt-Out Notice to be sent to all eligible customers in Village of Fredericktown, OH. This notice is scheduled to be mailed on or around August 3, 2015, and the opt-out period will run for a 21-day period.

Constellation Energy Services is providing aggregation services to Village of Fredericktown and is filing this information on the Village's behalf.

Should you have any questions or need additional information, please feel free to contact me.

Sincerely,



Julia D. Hall  
Ohio Aggregation Program manager  
Constellation Energy Services, Inc.  
(614) 844-4309  
[julia.hall@constellation.com](mailto:julia.hall@constellation.com)

August 3, 2015

## ENROLLMENT NOTICE

Customer Name  
Mailing Address 1  
Mailing Address 2  
City, State Zip

Regarding Service at:  
Premise Address  
Premise Address

Dear Resident or Small Business:

In March 2012, Village of Fredericktown voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers. The Village of Fredericktown selected Constellation Energy Services, Inc. to supply electricity to the Village Electric Aggregation Program. As a resident or small business owner of the Village of Fredericktown, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by August 24, 2015.

### How you Benefit

The Village of Fredericktown has negotiated a competitive price of **\$0.0634/kWh**. This pricing will be effective from your first meter read on or after September 29, 2015 through your August 2017 meter read. Please see the enclosed Terms and Conditions for full details.

### Billing and Service Unchanged

Other than the price and supplier, nothing regarding your electricity service will change. You will continue to receive one monthly bill from AEP Ohio. AEP will continue to deliver your electricity, restore power following an outage, and be responsible for maintaining the system that delivers power to your home. While Constellation offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with AEP Ohio, the utility may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from AEP, depending on the current status of your budget billing accumulation. To set up budget billing with Constellation, please call our customer service center at (855) 713-4487.

### Important things to remember

- ✓ Call **(855) 713-4487** if you have any questions.
- ✓ If you do nothing, you will automatically be enrolled in the Village of Fredericktown Program.
- ✓ AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- ✓ No one from the Village of Fredericktown program will ever come to your door to ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the aggregation program.

To participate in the program, DO NOT return the card below

*If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope.*

*continued on back...*

### NOTIFICATION OF INTENT TO OPT-OUT



I do not wish to be part of the Village of Fredericktown Electric Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

Service Address

Name Customer Name

Address Mailing Address

City/State/Zip City State Zipcode

Community  
logo

*When inserting  
card into  
envelope,  
make sure that  
barcode shows  
through window.*

Barcode Window

**Please note: Constellation will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account.** Your budget billing with AEP will automatically continue for all other portions of your AEP bill other than the energy supply component if you are currently enrolled with AEP Ohio for the same.

#### **Enrollment Information**

After your enrollment is finalized, AEP Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

#### **How to Opt Out**

If you do not wish to participate in the Village of Fredericktown Electric Aggregation Program, you must opt-out by August 24, 2015. To opt out, return the enclosed postcard. You may also opt-out by contacting Constellation toll-free at (855) 713-4487 or online at [www.constellation.com/oh-fredericktown](http://www.constellation.com/oh-fredericktown). If you do not opt-out you will be enrolled in the Village of Fredericktown Electric Aggregation Program. At the end of this current program term in August 2017, you will again be provided with an opportunity to opt-out of the Village's Aggregation Program, or you may terminate the agreement at any time without penalty per Section 10 of the Electricity Purchase and Sale Terms and Conditions.

#### **Tax Exempt Customers**

Tax exempt customers should send their most recent tax exempt certificate on or before August 24, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (920) 272-4244. Be sure to note "Village of Fredericktown Electric Aggregation Program" and your utility account number on the certificate. Constellation will cease collecting sales tax beginning with the date the certificate is received.

If you have any questions, please refer to the *Frequently Asked Questions* on our website at [www.constellation.com/oh-fredericktown](http://www.constellation.com/oh-fredericktown) or contact Constellation toll-free at (855) 713-4487. Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation Energy Services, Inc.

Enclosure: Terms and Conditions

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## Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

The Village of Fredericktown (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on March 6, 2012 and passing an ordinance establishing the program, selected Constellation Energy Services, Inc. (“Seller”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of September 29, 2015 (the “Effective Date”):

**1. Opt-Out Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN AUGUST 24, 2015, (2) BY CALLING (855) 713-4487 BY AUGUST 24, 2015 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT WWW.CONSTELLATION.COM/OH-FREDERICKTOWN.** If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the “Utility”) or until you choose an alternative supplier of electric service.

**2. Eligibility:** To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality’s jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio (“PUCO”) “do not aggregate” list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on or after the September 29, 2015 meter read date and shall remain in effect through the August 2017 meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

**4. Rescission Period:** The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer’s enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, (“Rescission Period”) by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**5. Price:** *For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0.0634 per kWh, multiplied by the billing cycle usage for the Accounts.* Both Parties recognize that Seller’s charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator (“RTO/ISO”), the Federal Energy Regulatory Commission, PUCO, and/or any other state or governmental agency having jurisdiction (each an “Authorized Entity”). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller’s cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. The Parties acknowledge that current PUCO rules require disclosure of certain third party intermediary fees (herein identified as the “Broker Fee”). A third party intermediary is involved in this transaction and the Broker Fee of \$0.002324 per kWh has been included in the Fixed Rate (subject to the terms of any agreement between Seller and the third party intermediary). Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

**6. Billing and Payment:** Buyer will be invoiced by the Utility for both Seller’s charges and the Utility’s delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller’s charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in the Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller’s charges.

**7. Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**8. Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

**9. Environmental Disclosure:** Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's website.

**10. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

**11. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**12. Questions, Complaints and Concerns:** Buyer may contact Seller 24 hours per day, 7 days per week at (855) 713-4487. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is [www.constellation.com/OH-FREDERICKTOWN](http://www.constellation.com/OH-FREDERICKTOWN). Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at (800) 686-7826 (toll-free) from 8 a.m. to 5 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**13. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**7/27/2015 12:20:16 PM**

**in**

**Case No(s). 12-1875-EL-GAG**

Summary: Opt-Out Notice REVISED electronically filed by Ms. Julia D Hall on behalf of Village of Fredericktown