



Instructions for Competitive Retail Electric Service (CRES) Providers

- I. **Where to file:** Applications can be completed and submitted via the PUCO Community. Paper applications, an original plus two copies, can be mailed to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.
- II. **Case Number:** An application for governmental aggregation services must be filed with a “GAG” purpose code.
- III. **Renewal applications:** A certificate is valid for two years from the date of issuance. An application for renewal should be filed in the Applicant’s existing case number 30-90 days prior to the expiration date printed on the certificate.
- IV. **Confidentiality:** An applicant may file financial statement, forecasted financial statements, financial arrangements, credit ratings, and credit reports under seal. Confidentiality for other items must be requested in a motion filed in the docket. Motions for protective orders must be filed in accordance with Ohio Administrative Code [4901:1-24](#) and [4901:1-24](#).
- V. **Commission approval process:** The Commission approval process begins when the Commission’s Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended an incomplete may cause delay in certification. The Commission may approve, suspend, or deny an application within 30 days. If no action is taken, the application is deemed automatically approved on the 31st day after the official filing date. Upon approval, the Commission will issue a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.
- VI. **Material change:** Providers are required to notify the Commission of any changes to the information provided in its most recent application within thirty days of the change.
- VII. **Governing law:** The certification and renewal of competitive providers is governed by Chapters [4901:1-21](#), [4901:1-24](#), [4901:1-27](#), [4901:1-28](#), and [4901:1-29](#) of the Ohio Administrative Code, and Sections [4928.08](#) and [4929.20](#) of the Ohio Revised Code.
- VIII. **Questions:** Questions regarding the application should be directed to CRES@puco.ohio.gov or CRNGS@puco.ohio.gov.

This page is for informational purposes and should not be filed with the application.



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 14 - 0371 - EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Village of Dresden
Street Address: 904 Chestnut Street
City: Dresden State: OH Zip: 43821
Telephone: 740-754-3151 Website: https://www.villageofdresden.com/

A-2. Contact person for regulatory matters.

Name: Mariah (Riley) Silsby
Street Address: 1716 Lawrence Dr
City: De Pere State: WI Zip: 54115
Telephone: 779-231-5363 Email: Riley.Silsby@constellation.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Evan Tu
Street Address: 1001 Louisiana St #2300
City: Houston State: TX Zip: 77002
Telephone: 667-313-1797 Email: Evan.Tu@constellation.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 1001 Louisiana St #2300
City: Houston State: TX Zip: 77002
Toll-free
Telephone: 833-468-1533 Email: VST@constellation.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

Signature

Date

Title

Competitive Retail Electric Service Affidavit

County of Muskingum

State of Ohio :

Greg Morrison, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

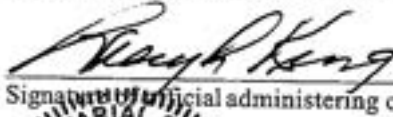
12. The facts set forth above are true and accurate to the best of the Affiant's knowledge, information and belief, and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.



Signature of Affiant & Title

Sworn and subscribed before me this 12TH day of April, 2022
Month Year



Signature of Notary Public administering oath

Larry L. King

Print Name and Title
Notary Public

My commission expires on 09-20-2024



LARRY L. KING
NOTARY PUBLIC - OHIO

Village of Dresden

B-1

Authorizing Ordinance

RESOLUTION NO.

2013-33

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE; DIRECTING THE MUSKINGUM COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; DISPENSING WITH THE SUBSEQUENT READINGS AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation, which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive retail electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads; and

WHEREAS, such legislative authorities may exercise such authority individually or jointly with any other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric deregulation through lower electric rates which they would not otherwise be able to have individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation program"), for the residents, businesses, and other electric gas customers in the Village of Dresden and in conjunction with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council desires to proceed with the submission of the question to the electors of the Village of Dresden;

NOW THEREFORE, BE IT RESOLVED, by the Village of Dresden Council, State of Ohio:

SECTION 1. The Council finds and determines that it is in the best interest of the Village of Dresden, its residents, businesses, and other electric consumers located within the Village limits of the Village of Dresden, Ohio, to establish the Aggregation Program in the Village of Dresden. Provided that the Aggregation Program is approved by the electors of the Village of Dresden pursuant to Section 2 of this Resolution, the Village of Dresden is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, competitive retail electric service for the retail electric loads located within the Village of Dresden, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The Village of Dresden may exercise such authority jointly with any other municipal corporation, township, or county of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person

owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

SECTION 2. The Board of Elections of Muskingum County, Ohio, is hereby directed to submit the following question to the electors of the Village of Dresden at the next general election to be held on November 5, 2013. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this issue at the election held pursuant to this Resolution and Section 4928.20 of the Ohio Revised Code.

The form of the ballot to be used in the November 5, 2013, general election shall be substantially as follows:

PROPOSED ELECTRIC AGGREGATION PROGRAM

VILLAGE OF DRESDEN, OHIO

A majority affirmative vote is necessary for passage.

Shall the Village of Dresden, County of Muskingum, Ohio, have the authority to aggregate the retail electric loads located in the Village of Dresden, and enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out?

FOR THE ELECTRIC AGGREGATION PROPOSAL

AGAINST THE ELECTRIC AGGREGATION PROPOSAL

SECTION 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, the Council, individually or jointly with any other political subdivisions, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such a plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village of Dresden. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail electric load located within the Village of Dresden unless it in advance clearly discloses to the person whose retail electric load is to be so aggregated that the person will be enrolled automatically in the aggregation and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the aggregation the opportunity to opt out of the aggregation every three (3) years, without paying a switching fee. Any such person who opts out of the aggregation pursuant to the stated procedure shall default to the electric company providing distribution service for the person's retail electric load, until the person chooses an alternative supplier.

SECTION 4. This Resolution is adopted pursuant to the authority conferred by Section 4928.20 of the Ohio Revised Code.

SECTION 5. Upon passage of this Resolution the Village of Dresden Fiscal Officer shall certify a copy of it to the Muskingum County Board of Elections no later than ninety (90) days prior to the general election to be held on November 5, 2013.

SECTION 6. All formal actions of the Village of Dresden Council relating to the adoption of this Resolution were taken in an open meeting, in accordance with Section 121.22 of the Ohio Revised Code.

SECTION 7. The Village of Dresden Council upon at least a majority vote do hereby dispense with the requirement that this resolution be read on three separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 8. This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the Village of Dresden and shall take effect immediately. The reason for the emergency is to meet the filing deadline with the Muskingum County Board of Elections.

VOTE RECORD:

Mr. King	Yea	Mr. Miller	Yea	Mr. Tumblin	Yea	Mr. Holzschuher	Yea
Mr. Crozier	Yea	Ms. Minner	absent				

Passed at a meeting of the Village of Dresden Council this 17th day of June, 2013.

Robert Trumbull
Council President Date

Approved as to form:

R. R. R. R.
Director of Law Date

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE
Revised Code, Section 3109.11

State of Ohio }
 County of Muskingum }

The Board of Elections of Muskingum County hereby
 certifies that at the election held in the Village of Dresden
(Name of Subdivision)
 on the 5th day of November, 2013, the vote cast on the following issue was
 as follows:

Issue _____
 shall the Village of Dresden have the authority to aggregate the retail electric loads
(Tax levy, bond issue, subscription question, etc.-describe fully)
 located in the Village, and enter into service agreements to facilitate for those loads
 the sale and purchase of electricity, such aggregation to occur automatically except
 where any person elects to opt out?

Votes <u>One Hundred Fifty-Nine</u>	<u>159</u>
<small>(For, yes, etc.-as on ballot)</small>	<small>(Number)</small>
Votes <u>Ninety-Two</u>	<u>92</u>
<small>(No, against, etc.-as on ballot)</small>	<small>(Number)</small>
Total vote cast on issue:	<u>251</u>
	<small>(Number)</small>

IN WITNESS WHEREOF, we have hereto subscribed our names officially at Zanesville
 Ohio, this 19th day of November, 2013

Edward J. Fisher
Jackson M. Boyd Chair
Joseph D. Burnett
Richard Horvath

Attest: *Christa E. Hamill*
 Director

BOARD OF ELECTIONS

Muskingum County, Ohio

Village of Dresden

B-2

Operation and Governance Plan

VILLAGE OF DRESDEN, OHIO

RESOLUTION NO. 2014-10

RESOLUTION ADOPTING THE PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC AGGREGATION
PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the Village Council of the Village of Dresden Park has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") pursuant to Amended Substitute Senate Bill 3 and in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of electric governmental aggregations; and

WHEREAS, the Village of Dresden electric aggregation program will aggregate the retail electric load of residents and businesses that are eligible to participate in the AEP Ohio Energy Choice program for the purpose of negotiating for competitive retail electric supply at favorable rates; and

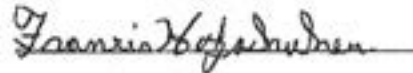
WHEREAS, the Village of Dresden now intends to file for certification as a Governmental Aggregator, which requires that Council first adopt a Plan of Operation and Governance; now therefore,

BE IT RESOLVED, by the Village Council of Dresden, Muskingum County, State of Ohio, a legal majority of all members elected thereto concurring, that:

SECTION I. Council hereby adopts the Electric Aggregation Program Plan of Operation and Governance which is attached hereto as Exhibit A and incorporated by reference herein.

SECTION II. This resolution is hereby declared to be an emergency resolution and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith.

PASSED this 24th day of February 2014.


President of Council

ATTEST:



Clerk of Council

For More Information Contact:
Village of Dresden
904 Chestnut Street
Dresden, OH 43821
P: 740-754-3151
F: 740-754-4005

VILLAGE OF DRESDEN, OHIO

PLAN OF OPERATION AND GOVERNANCE Electric Governmental Aggregation

Introduction. On November 5, 2013, a majority of the voters in Dresden, OH, in the County of Muskingum, approved a referendum that authorized the Village of Dresden (the "Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, the Village approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Village has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

Governmental Aggregation Services. The Village, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price or a variable price. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20 (I) will not be charged.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-21-17 of the Ohio Administrative Code requires the Governmental Aggregator to request from the Utility for all customers residing within the governmental aggregator's boundaries, including those customers

who have opted off the pre-enrollment list (i) a list of the names, account numbers, and service and mailing addresses for those residing within the Governmental Aggregator's boundaries, consistent with the information that is provided to other competitive retail electric service providers (ii) an identification of customers who are currently in contract with a certified electric services company other than the Provider or in a special arrangement with the electric utility, and (iii) on a best efforts basis, an identification of mercantile customers. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Village intends to include in the Aggregation only those (a) residential and (b) non-mercantile customers under Rate Schedules RS and GS-1-4. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Village and that an area within the Village boundaries has not been inadvertently filtered from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list maintained under division (c) of section 4928.21 of the Revised Code.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. In the event the Village determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or opting-out via the Provider's website address or returning a postcard to the provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates, the Aggregation participants may be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code. As of the date of this Plan of Operation, the Utility does not have a separate charge for stand-by service.

Credit, Collections and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Natural of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	AEP	1-800-672-2231
Service turn on/off	AEP	1-800-672-2231
Billing Disputes	AEP	1-800-672-2231
Price/Joining/Leaving Program	Integrus Energy Services	1-855-713-4485
Program Regulatory Questions	Integrus Energy Services	1-855-713-4485
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Village within five (5) calendar days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within five (5) calendar days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) calendar days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer

no later than five (5) calendar days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) calendar days, if requested.

Moving within the Village. Aggregation participants that move from one location to another within the Village boundaries and retain the same account number will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Village boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Village, the participant should contact the Provider to be re-enrolled.

Moving outside of the Village. Aggregation participants who move out of the Village boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

Enrolling after the Opt-out Period. Residential and small business accounts located within the Village's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator.

In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the Village the opportunity to be Included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)


Village of Dresden

B-3

Opt Out Disclosure Notice

Welcome to the Village
of Dresden Electric
Aggregation Program.

DO NOT DISCARD:
Important Notice Regarding Your Electric
Service



Sample Customer
Sample Address
Sample City, OH 0000

This notification is in regards
to your electric service at:

Sample Address
Sample City, OH 0000

July 20, 2021

Dear Sample Customer,

On November 5, 2013 the Village of Dresden voters have authorized the creation of an electric aggregation program. Constellation NewEnergy, Inc. (“Constellation”) has been selected as the supplier for the new program term. The program offers electricity at a fixed rate of \$0.0485 per kWh starting with your September 2021 meter read, subject to enrollment by the Utility, and shall remain in effect through your September 2024 meter read.

You’re Automatically Enrolled

There is no cost to enroll. Enrollment is automatic, but participation is voluntary. You may opt-out of this program without penalty at any time for any reason by providing notice to Constellation (see instructions below). If you choose to opt-out, you will be served by the standard service offer of AEP Ohio or Ohio Edison (the “Utility”) or until you choose an alternative supplier of electric service. If you switch back to the Utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. Please see the enclosed FAQs and Terms and Conditions for full details regarding the program.

How To Opt-Out

The program is under the ongoing jurisdiction of the PUCO. If you return to utility supply after the beginning of the aggregation program, you will pay the Utility’s market price of power plus its costs for alternative energy resources, unless you are exempt from those costs or you move and the utility considers you to be a new customer. If you do not want to be automatically enrolled in the aggregation program, please respond with one of the options below by August 10, 2021:

- 1. **Mail:** Return the form below in the pre-addressed stamped envelope
- 2. **Phone:** Call Constellation at 833-468-1533
- 3. **Web:** Visit www.constellation.com/oh-dresden

We look forward to providing this program.
Sincerely,


Kevin Klages
SVP Mass Markets
Constellation

Village of Dresden

To learn more:




Visit us online at
[constellation.com/
oh-dresden](http://constellation.com/oh-dresden)



Call **833-468-1533**
24 hours a day, 365 days a year

The fixed rate offered does not include taxes, utility distribution or other fees, charges or credits. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation. xxxxxxxx-xxxx-xxxx-xxxx-xxxxxxxxxxxx

© 2021 Constellation NewEnergy, Inc. These materials are provided by Constellation NewEnergy, Inc., an ultimate subsidiary of Exelon Corporation. The prices of Constellation are not regulated by any state Public Utility Commission. You do not have to buy Constellation electricity, natural gas or any other products to receive the same quality regulated service from your local utility. Brand names and product names are trademarks or service marks of their respective holders. All rights reserved. Errors and omissions excepted. Ohio Certified Retail Electricity Supplier #: 00-003(10).



Sample Customer
Sample Address
Sample City, OH 0000

I do not want to participate in the Village of Dresden Electric Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

Service Address:
Sample Address
Sample City, OH 0000

Utility Account Number

Signature

Date

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

The Village of Dresden, Ohio (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on November 5, 2013 and ordinance establishing the program, selected Constellation NewEnergy, 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 August 11, 2021 (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 10, 2021, (2) BY CALLING 833-468-1533 BY August 10, 2021 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT www.constellation.com/oh-dresden.** If you choose to opt-out, you will be served by the standard service offer of AEP (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 meter read dates in September 2021, subject to enrollment by the Utility, and shall remain in effect through the September 2024 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 \$0.0485 per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary (“Broker”) for this transaction and a per kWh Broker fee has been included in the Fixed Rate. 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 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. If Buyer returns to utility supply after the beginning of the aggregation program, Buyer will pay the utility's market price of power plus its costs for alternative energy resources, unless Buyer is exempt from those costs or Buyer moves and the utility considers Buyer to be a new customer.

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 833-468-1533. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. 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 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at 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 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at 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 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.

14. Disputes: For questions about this Agreement you may call Constellation using the contact information provided in the Disclosure Statement. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Constellation, or for general utility information, as a residential or business customer you may contact the public utilities commission of Ohio ("PUCO") using the contact information provided in the Disclosure Statement. **BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.

Electric Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced electric from a retail supplier certified by the Public Utilities Commission of Ohio.

Q: How is my community able to choose a certified electric supplier on my behalf?

A: Residents voted to allow the community to negotiate a contract with an electric supplier on their behalf.

Q: How do I enroll?

A: Eligible residential or small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving electricity from the local utility are eligible (local utilities include: AEP Ohio, Duke Energy Ohio, First Energy, and DP&L).

Q: Who is not eligible?

A: Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries
- A customer who appears on the PUCO's "do not aggregate" list
- A customer who is in contract with another electric provider
- A customer who has a special contract with the electric utility company
- Customers who are behind on their payments to the utility
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than 700,000 kWh/ year or is part of a national account involving multiple facilities in one or more states.

Q: Are the rates fixed or variable?

A: The rates are fixed. Please see the Terms and Conditions for details.

Q: When will I see my new rate?

A: Customers can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

Q: Who will bill me for electricity?

A: You will continue to receive one monthly bill from your local utility company.

Q: Can I still have my payment automatically deducted from my checking account as I do now? **A:** Yes. How you pay your electric bill will not change.

Q: Who do I call to report a power outage or problems with my electric service?

A: You will contact your local utility company to report a power outage or problems with your electric service, including billing questions.

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: If you have additional questions about the program, please contact Constellation.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/9/2021 12:00:25 PM

in

Case No(s). 14-0371-EL-GAG

Summary: Opt-Out Notice electronically filed by Ms. Mariah L Silsby on behalf of Village of Dresden

Village of Dresden

B-4

Experience and Plans

Exhibit B-4 Experience and Plans

The Governmental Aggregator applicant has entered into a program agreement with RD Energy Inc. to assist them in implementing and maintaining their Electric Governmental Aggregation Program.

RD Energy, Inc. serves as an energy supplier sales agent for both deregulated natural gas and deregulated electric, as an energy program and enrollment facilitator for business associations, as an energy information source to its natural gas and electric customers and can provide pricing and supply strategies for customers ranging from industrial to commercial consumers including governmental communities.

A PUCO Certified Retail Natural Gas Broker/ Aggregatory and a Competitive Retail Electric Service Provider. RD Energy has been serving customers since 2005.

We are here to help the Governmental Aggregator with every step of getting the governmental aggregation program running. From ballot initiatives to customer communication. We help to prepare required legal notices and public meetings to approve the Plan of Operation and Governance as well as all notifications required to be sent to and program participants.

We assist the Governmental Aggregator in the preparation and filing of the Governmental Aggregation filings and applications. RD Energy provides guidance on selecting electric and natural gas supply pricing. We provide market knowledge and education. RD Energy prides itself on handling customer and aggregator questions quickly.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

4/21/2022 11:11:04 AM

in

Case No(s). 14-0371-EL-GAG

Summary: Application electronically filed by Mr. Darrell Bragg on behalf of Village of
Dresden