



4067 Treeline Court  
Westerville, OH 43082  
[www.electricsuppliers.org](http://www.electricsuppliers.org)

May 11, 2015

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad St.  
Columbus, Ohio 43215-3793

**RE: Case No. 14-0367 EL GAG**

**Opt-out letter — Troy Township (Delaware County, OH)**

Troy Township is filing its Ohio Edison Opt Out forms that were accidentally left off filing on 05/07/2015. The letters previously submitted were only for AEP residents. Residents will be allowed the 21-day opt out period as required by law.

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott R. Belcastro", written over a horizontal line.

Scott R. Belcastro

Principal

614.425.4885

[scott@electricsuppliers.org](mailto:scott@electricsuppliers.org)

Enclosure

**Troy Township**

Governmental Aggregation Program  
Constellation NewEnergy, Inc. c/o Residential Care  
1221 Lamar Street, Suite 750  
Houston, TX 77010

**Important Governmental Aggregation  
Information Enclosed**

## Troy Township



0001V1 \*\*\*\*\*AUTO\*\*5-DIGIT 60514 T1 P1 \*\*\* \*\*



<First Name> <Last Name>

<Address Line 1>

<Address Line 2>

<City> <State> <Zip>

**This notification is in regards  
to your electric service at:**

<Service Address Line 1>

<Service Address Line 2>

<Service City>, <Service ST> <Zip>

<Month> <Date>, <Year>

Dear <First Name> <Last Name>,

Troy Township is providing you with the opportunity to participate with other Troy Township residents and businesses in an opt-out Electric Aggregation Program, with Constellation as your provider.

Under governmental aggregation, the Township Council acts on behalf of electric consumers in Troy Township to negotiate an electric supply contract with an eligible provider. Both Troy Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. The Township Council passed an ordinance to adopt the Electric Aggregation Program after Troy Township's voters approved its implementation in November 2013. Further, the Township Council adopted an Amended Operation and Governance Plan for the Electric Aggregation Program on February 17, 2014, which is available at the administrative offices of the Troy Township.

**Under this aggregation program, beginning with their first billing cycle in August 2015, eligible residents and businesses in Troy Township will pay a fixed rate of 7.75 cents per kWh for 24 months.** There is no cost for the enrollment and you will not be charged a switching fee. Constellation's price applies to the generation and transmission portion of your bill. Constellation's price does not include applicable taxes, or utility fees and charges. **If you are ever unhappy with your service or rate from Constellation, you may cancel free of charge at any time** and return to Ohio Edison at a rate and terms that may or may not be the same as what other Ohio Edison customers pay.

After you become a participant in the Troy Township's Electric Aggregation Program, Ohio Edison will send a letter confirming your selection of Constellation as your retail electric service provider. As required by law, this letter will inform you of your option to cancel your enrollment with Constellation within seven business days of the postmark date of the letter. To be a part of the Troy Township's Electric Aggregation Program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Under this aggregation, Ohio Edison will continue to maintain the wires system that delivers power to your home or business. You will still contact Ohio Edison regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from Ohio Edison for your electric service with your Constellation NewEnergy rate included.

If you have any questions, please call Constellation toll free at 1-866-977-7630.

Regards,

Troy Township Council and Constellation

**Opt Out Form:** To be executed and returned only if you do not wish to participate in the Troy Township's Electric Aggregation Program.  
**Be sure to respond by June 5, 2015 if you choose not to participate.**



<First Name> <Last Name>

<Address Line 1>

<Address Line 2>

<City> <State> <Zip>



**I wish to opt out of the Troy Township  
Electric Aggregation Program.**

**Service Address:**

<Service Address Line 1>

<Service Address Line 2>

<Service City>, <Service ST> <Zip>

<Code>

Opt-Out Code



17 digit Service Delivery Identifier Number from your Ohio Edison Bill

Phone Number

Email address

Signature

Date

## Electric Aggregation - Frequently Asked Questions

### **What is governmental aggregation of electricity?**

Ohio's laws allow for communities - such as the Troy Township, cities and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

### **How is Troy Township able to choose a certified electric generation supplier on my behalf?**

In November 2013, Troy Township residents voted to allow Troy Township to contract for an electric generation supplier on their behalf.

### **If I join Troy Township's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your local electric company will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

### **What do I need to do to be included in the aggregation program?**

You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

### **What if I don't want to participate?**

Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

### **How will billing be handled?**

You will receive one bill from Ohio Edison (the utility) that contains your charges for distribution and maintenance service from the utility as well as Constellation's charges for generation and transmission. You can remain on budget billing; however, the budget billing program does not apply to your charges from Constellation. Your total charges from Constellation will fluctuate from month to month according to your usage.

### **Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

### **Does Constellation offer an alternate to budget billing?**

Constellation offers Average Monthly Payment (AMP) which is a suitable and seamless alternate to budget billing provided by the utility. AMP allows the customer to pay their amounts due based on a daily average calculation of their prior months' charges by dividing the actual charges by the number of days in the invoice periods. Instead of getting a bill based on their actual usage, they're billed based upon a rolling historical average usage. The payment amount is then adjusted each month. This methodology levels out charges, avoids the potential for true up "bill shock" and helps to make monthly payments more predictable.

### **Who do I call if I have a problem with my electric service?**

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact Ohio Edison at 1-800-633-4766.

### **What is the toll-free number for questions?**

If you have any questions, please call Constellation at 1-866-977-7630, 24 hours a day, 365 days a year.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.

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Ohio Supplier License #00-003E(7)



**CONSTELLATION TERMS AND CONDITIONS OF SERVICE OHIO RESIDENTIAL  
COMPETITIVE RETAIL ELECTRIC SERVICE  
COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER CERTIFICATE NUMBER 00-0003E(6).**

**Purchase of Retail Electric Service.** Constellation NewEnergy, Inc. ("Constellation") agrees to sell, and you agree to buy, your full requirements for residential retail electric service at the price and on the terms and conditions specified in this agreement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. Constellation reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to Constellation. Constellation is an independent seller of retail electric service certified by the Public Utilities Commission of Ohio and is not representing or acting on behalf of the electric utility responsible for your service territory, i.e. Cleveland Electric Illuminating ('CEI'), Toledo Edison ('TE'), Ohio Edison ('OE'), Duke Energy ('Duke'), Ohio Power Company ('OPC'), or Columbus Southern Power Company ('CSPC') (as applicable, the "Utility") or any governmental bodies, consumer agencies or other groups. You will receive written notification from the Utility confirming a pending switch of your retail electric supplier.

**THE TROY TOWNSHIP AGGREGATION PROGRAM. THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF TROY TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, WHEREBY TROY TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CONSTELLATION TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "AGGREGATION PROGRAM").**

**Consumer Education Program.** Enclosed with this Contract is a copy of the current consumer education program materials developed by the Public Utilities Commission of Ohio and, at your request during the term of this Contract and at no charge, we will provide you the then-current consumer education program materials developed by the Public Utilities Commission of Ohio.

**Term.** The initial term of the Contract will be 24 months (the "Term"), beginning at the next meter read date after the Utility processes your enrollment (the "Effective Date"). Your switch to Constellation as your alternative retail electric supplier may take up to 2 billing cycles to take effect.

**Fixed Pricing.** Your price for power and energy service will be 7.75¢/kwh from July 2015 meter read cycles – June 2017 meter read cycles plus all applicable taxes during the Term. While we will supply your competitive retail electric service, your Utility will continue to provide distribution and related services necessary to deliver electricity to you. If, due to a change in market conditions, Constellation wishes to lower the price per kilowatt hour charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract.

**Participation in PIPP and Credit Arrearage Programs.** Participation in the Percentage of Income Payment Program ("PIPP") administered by the Ohio Department of Development or a credit arrearage program administered by your Utility may affect your eligibility to take service from a competitive retail electric service provider. **You represent that you are not currently approved for or enrolled in PIPP or any such Utility program.** If you become approved for either the PIPP or your Utility's arrearage crediting program while taking service under this Contract, you must advise us and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date.

**Other Pricing Terms.** The fixed price charged for retail electric service under this Contract reflects competitive market conditions, was not set or approved by the Public Utilities Commission of Ohio and does not include any applicable taxes or Utility fees or charges. We will not charge you a fee for entering into this Contract, nor will we charge you a fee for terminating this Contract at the end of the then-applicable Contract term as provided in the "Term" and "Renewal" sections.

**Rescission.** Ohio law provides for rescission rights. The Utility will provide you an enrollment confirmation notice and such notice will inform you of your rescission rights. You have the right to rescind this Contract within seven (7) calendar days following the postmark date on the Utility's enrollment confirmation notice either by (i) calling the Utility



at the designated toll-free or local telephone number provided on such notice or (ii) providing written notice to the Utility to the address provided in the notice. Your written rescission notice will be effective as of the postmark date. If you make such a request to rescind our Contract within that timeframe, your enrollment with Constellation will be cancelled and you will not incur an early termination fee. Upon rescission in accordance with applicable law, this Contract is cancelled and neither party shall have any further obligation.

**Price Comparison.** Please note that the Utility's standard offer rates likely will change from time to time and therefore Constellation cannot guarantee savings compared to the Utility's standard offer rates during the term of this Contract or any renewals. If savings were promised to you, such savings were calculated against the Utility's standard offer Residential Service ('R-R' rate for CSPC; 'RS' rate for all others) as of the date of this offer. You acknowledge that we have disclosed to you the basis of this comparison prior to entering into this Contract and that any savings we show are not guaranteed for the entire term of this Contract or for any renewals.

**Renewal.** THIS CONTRACT MAY BE RENEWED BY TROY TOWNSHIP IN ACCORDANCE WITH ITS AGGREGATION PROGRAM UPON PROVIDING A RENEWAL NOTICE THAT INCLUDES THE REVISED TERMS AND CONDITIONS PRIOR TO THE END OF THE TERM IN ACCORDANCE WITH THE AGGREGATION PROGRAM AND YOUR DECISION NOT TO OPT-OUT OF SUCH RENEWAL. The contract renewal notice will set forth the proposed Fixed Price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract.

**Initiation of Service.** THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION TO CHANGE YOUR COMPETITIVE RETAIL ELECTRIC SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CONSTELLATION TO UNDERTAKE WHATEVER STEPS MAY BE NECESSARY TO ACCOMPLISH YOUR SWITCH. Constellation will begin providing retail electric service to you on the next applicable meter read date after the Utility processes your enrollment and your service will continue throughout the term of this Contract. The Utility will notify you of the date on which your retail electric service from Constellation will begin. Constellation's retail electric service will be delivered to your residence using the Utility's electricity distribution wires. You represent and warrant that the retail electric supply being purchased under this Contract is to be used solely for residential purposes. Constellation's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer eligible for consolidated billing throughout the term under residential electric rate class "RS".

**Billing and Payment.** Your Utility will provide a consolidated bill that will include both Utility charges and Constellation's charge for competitive retail electric service. Charges for your retail electric service will be due and payable when your Utility bill is due at the billing address provided in your Utility bill. You acknowledge that the Utility may provide us with your billing and payment information. You will be invoiced for Constellation's charges under this Contract at the applicable price set forth in the "Fixed Pricing" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" section above) multiplied by your electricity usage as measured by the Utility in kWh during the applicable billing period. You agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the Utility is unable to read your meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to transmit and distribute the electricity to your home, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electric generation to you during the term of this Contract. We will notify you if any new or increased taxes, fees or other charges are imposed.

**Budget Billing.** If you have chosen Budget Billing, the utility will continue to manage your Budget Billing and determine your monthly payment for electricity or if you wish to initiate Budget Billing or have any questions regarding your budget, please contact your utility for more information.



Constellation reserves the right to make adjustments at any time and you authorize Constellation to bill you directly if necessary to collect any amounts under this Contract.

**Average Monthly Payment.** We are offering Average Monthly Payment for our charges in addition to the Budget Billing offered by the Utility for Utility charges. You may elect Average Monthly Payment at any time by contacting our customer care department as long as you are not past due on your payments and are eligible for Utility consolidated billing. Average Monthly Payment allows you to pay your amounts due to us based on a daily average calculation of your prior months' charges by dividing your actual charges by the number of days in your invoice periods. More specifically, for each billing period we serve you we will determine a daily average charge by dividing our total actual charges for that period by the number of days in such billing cycle. When calculating your current bill we add up all daily average charges available for the last 24 billing cycles (including for the current month) and divide that amount by the number of billing months to determine the current daily average charge. We then multiply that current daily average charge by the number of days in the current billing cycle to determine your current bill amount. We will true up your account based on your actual charges upon termination of service or if you wish to discontinue Average Monthly Payment. We also reserve the right to true-up your charges if we materially over- or under-collected amounts payable to us. For more information or to sign-up on Average Monthly Payment, contact our customer care center at 1-866-977-7630.

**Late or Insufficient Payment.** When the Utility issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the Utility's late payment policies and procedures. If Constellation directly invoices you, you are required to pay our invoices by the due date set forth in the invoice, which will be 20 days from the date the invoice was mailed. We reserve the right to charge you interest for any past due invoice amount at 1.5% per month or the highest amount permissible under applicable law, whichever is less. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney's fees and returned check charges. If you make a payment for an amount less than the total amount due, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment. In addition, if you fail to remit payment in a timely fashion, you authorize us to report the delinquency to one or more credit-reporting agencies.

**Credit.** Constellation reserves the right to determine if your credit standing is satisfactory for originating or continuing retail electric service under this Contract. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation to perform a credit check on you.

**Termination.** Constellation may terminate this Contract upon at least 30 days prior written notice to you for any non-payment or any other breach of this Contract or the occurrence of a Force Majeure event as described in this Contract. If you fail to cure within the 30-day notice period, we may terminate the Contract even if you subsequently cure the non-payment or breach after such period has expired. Constellation may also terminate this Contract upon 30 days' prior written notice to you due to a change in law prohibiting us from being able to continue to serve you. In addition, we reserve the right to reject your enrollment or terminate this Contract if:

- you fail to meet or maintain satisfactory credit standing as determined by us;
- you fail to meet minimum or maximum threshold consumption levels as determined by us;
- you move within or outside of the Utility's service territory or you fail to remain a Utility distribution customer throughout the term under the applicable residential electric rate class;
- you fail to be eligible for Utility consolidated billing throughout the term;
- you rescind your authorization for release of information provided in the "Information Release Authorization" section below; or
- you provide any false, inaccurate or misleading information to Constellation or the Utility.

You may terminate this Contract without an early termination fee prior to the end of the applicable term for your convenience by giving us not less than 30 days prior written notice. You may terminate this Contract without an early termination fee if we are no longer able to serve you or if you move into a service area where we are able to serve you at a price different than the agreed-upon price in this Contract.



Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another competitive retail electric service provider. If you terminate your contract with Constellation and switch back to Utility service, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of termination including any applicable termination fee. The delivery of electricity to you cannot be terminated or interrupted by the Utility as a result of any dispute between you and Constellation but may be terminated by the Utility for nonpayment of Utility charges in accordance with the Utility's tariff. The Utility will continue to respond to any service calls and emergencies and switching to Constellation will not impact your electric service reliability. If the Utility purchases the right to receive your payments under this Contract, your payment obligations may become Utility charges for purposes of termination of service.

**Assignment, Address Change.** Constellation may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without your consent after providing any notice required by applicable law. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, you may terminate our Contract without incurring an early termination fee, but you will be responsible for paying for all electricity supplied to your old address until the date this Contract is terminated in accordance with its terms. If you move within the Utility's service territory, you must contact the Utility (please reference "Contact Information" for toll free numbers) in order to obtain new account and meter numbers for your new residence. Please contact us if you would like us to serve you again at your new location.

**Change in Pricing and Other Terms.** In addition to Constellation's right to revise the price, terms and conditions of this Contract as provided in the "Renewal" section above, this Contract may be revised at any time by Constellation upon the occurrence of any event beyond its reasonable control that materially increases the obligations of Constellation or the cost of performing such obligations under this Contract. If we request such a change, Constellation will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within 30 days after the date of the notice of the new prices and/or terms and conditions, in which case your retail electric service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination payment.

**Information Release Authorization.** Throughout the term, you authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You authorize Constellation to release such information to third parties that need to know such information in connection with your retail electric service and to Constellation's affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to reject your enrollment or terminate this Contract in the event these authorizations are rescinded. We are prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent except for our collections and credit reporting, participation in programs funded by the universal service fund, pursuant to Ohio Revised Code Section 4928.52, or assigning your contract to another competitive retail electric service provider.

**Dispute Resolution.** If you have a billing or other dispute involving our service, please contact us at 1-866-977-7630. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. If your complaint is not resolved after you have called us or the Utility, or for general Utility information, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for hearing or speech impaired customers via the Ohio relay service at 7-1-1 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). You 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).

**Limitation of Liability; Jury Trial Waiver.** You agree that neither Constellation nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid,





which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate retail electric service on the date specified herein due to any failure or delay in enrolling you with the Utility. Constellation's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract.

BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

**Force Majeure.** We do not transmit or deliver electricity and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

**Miscellaneous.** Except with respect to Constellation's affiliates and subcontractors under the "**Limitation of Liability; Jury Trial Waiver**" section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, all provisions relating to the payment and collection thereof, and the provisions contained in the "**Limitation of Liability; Jury Trial Waiver**" section above, will survive expiration or termination for any reason. This Contract constitutes the entire agreement between you and Constellation. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days. You have the right to request from Constellation, twice within a twelve-month period, up to twenty-four months of your payment history without charge.

**Contact Information.** CONSTELLATION NEWENERGY, INC.'S OHIO COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER CERTIFICATE NUMBER IS 00-0003E(6). Should you have any questions about your Constellation NewEnergy contract or Constellation NewEnergy charges on your invoice, please contact us 24 hours a day, 365 days a year. Our toll-free number is 1-866-977-7630. We can be reached by email at: [vst@constellation.com](mailto:vst@constellation.com) or by mail at: Constellation NewEnergy, Inc., c/o Residential Care, 1221 Lamar Street, Suite 750, Houston, TX 77010. You may also visit us at our website: [www.home.constellation.com](http://www.home.constellation.com). Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract.

For emergencies relating to your service, such as a power outage, please call your local Utility at:

	The Illuminating Company	Ohio Edison	Toledo Edison	Duke Energy	Columbus Southern Power	Ohio Power
<b>Emergencies</b>	1.888.544.4877	1.888.544.4877	1.888.544.4877	1.800.543.5599	1.800.672.2231	1.800.672.2231
<b>Customer Service:</b>	1.800.589.3101	1.800.633.4766	1.800.447.3333	1.800.544.6900	1.800.672.2231	1.800.672.2231

The Public Utilities Commission of Ohio toll free number is 1-800-686-7826 and their website address is [www.puco.ohio.gov](http://www.puco.ohio.gov).



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**Payments to Certain Third- Parties:**

You acknowledge and understand that:

- Trebel, LLC ("Broker") is acting on your behalf as your representative and is not a representative or agent of ours;
- We are remitting a fee of \$0.002 per kWh to Broker on your behalf in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee being disbursed to Broker

You should direct any questions regarding such fee to your Broker.



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 103 BALTIMORE MD  
POSTAGE WILL BE PAID BY ADDRESSEE

ATTN OHIO GOV AGG PRGM  
CONSTELLATION NEW ENERGY  
1221 LAMAR ST STE 750  
HOUSTON TX 77010-9925



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

**Commission of Ohio Docketing Information System on**

**5/11/2015 8:35:32 PM**

**in**

**Case No(s). 14-0367-EL-GAG**

Summary: Opt-Out Notice electronically filed by Scott Belcastro on behalf of Troy Township,  
Delaware Co., OH