



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

September 10, 2015

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

**RE: Electric Governmental Aggregator Renewal Application — Berlin Township, Delaware County, OH**

**Case# 13-2024-EL-GAG**


The Berlin Township is pleased to submit its renewal application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure

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

Sincerely,



Scott R. Belcastro

Principal

614.425.4885

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





## Public Utilities Commission

Original GAG Case Number	Version
13-2024-EL-GAG	August 2004

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.

#### A. RENEWAL INFORMATION

**A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address**

Legal Name Berlin Township - Delaware County  
Address 3871 Cheshire Rd Delaware, OH 43015  
PUCO Certificate # and Date Certified 13-750E (1) Nov. 7, 2013  
Telephone # 740 548 6330 Web site address (if any) 11

**A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.**

**A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:**

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

Name Scott Belcastro  
Title Trebel, LLC  
Business address 4067 Treeline Ct Westerville, OH 43082  
Telephone # 614 425 4885 Fax # 614 417 0410  
E-mail address scott@electricsuppliers.org

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Scott Belcastro  
Title Trebel, LLC  
Business address 4067 Treeline Ct Westerville, OH 43082  
Telephone # 614 425 4885 Fax # 614 417 0410  
E-mail address scott@electricsuppliers.org

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 4067 Treeline Ct Westerville, OH 43082  
Toll-free Telephone # 877 861 2772 Fax # 614 417 0410  
E-mail address sales@electricsuppliers.org

Claudia Smith / 7 isca officer  
Signature of Applicant & Title

Sworn and subscribed before me this 8 day of September, 2015  
Month Year

[Signature]  
Signature of official administering oath

Angela Brown  
Print Name and Title



My commission expires on May 4, 2016

Angela K. Brown  
Notary Public, State of Ohio  
My Commission Expires 05-04-20

# AFFIDAVIT

State of OHIO :

\_\_\_\_ ss.  
(Town)

County of Delaware:

Claudia Smith, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Fiscal Officer (Office of Affiant) of Berlin Township (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it 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 herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it 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 herein, attests that it 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, the Applicant herein, attests that 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. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal 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 customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

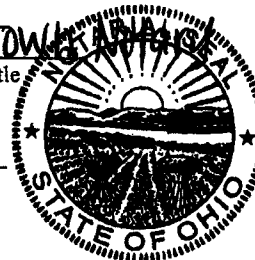
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Candice Smith / Fiscal Officer  
Signature of Affiant & Title

Sworn and subscribed before me this 8 day of September, 2015  
Month Year

[Signature]  
Signature of official administering oath

Angela Brown  
Print Name and Title



My commission expires on May 4, 2016

Angela K. Brown  
Notary Public, State of Ohio  
My Commission Expires 05-04-2016

## **EXHIBIT A-2**

### **AUTHORIZING ORDINANCE**





ORIGINAL

**BOARD OF TRUSTEES OF  
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO**

**RESOLUTION NO. 2013-01-62**

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-  
OUT PROVISIONS PURSUANT TO R.C. § 4928.20 AND DIRECTING THE  
DELAWARE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT  
QUESTION TO THE ELECTORS OF BERLIN TOWNSHIP,  
DELAWARE COUNTY, OHIO.**

The Board of Trustees of Berlin Township, Delaware County, Ohio ("Board") met in regular session on the 28<sup>th</sup> day of January, 2013 with the following members present:

Ron Bullard

Moved the adoption of the following Resolution:

**PREAMBLE**

**WHEREAS**, The Ohio Legislature has enacted legislation (R.C. § 4928.20) which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and,

**WHEREAS**, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and,

**WHEREAS**, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of lower electric rates which would not otherwise be available to those electricity customers individually; and,

**WHEREAS**, the Board seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to R.C. § 4928.20 ("Electric Loads Aggregation Program")

Resolution No: \_\_\_\_\_  
Electricity Aggregation Program

for the residents, businesses and other electric consumers in Berlin Township, Delaware County, Ohio ("Township"), as permitted by law.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Berlin Township, Delaware County, Ohio that:

### **Section 1**

This Resolution is adopted pursuant to the authority conferred by R.C. § 4928.20.

### **Section 2**

The Board finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the limits of the Township to establish an Electric Loads Aggregation Program in the Township. Provided that this Resolution and the Electric Loads Aggregation Program are approved by the electors of the Township pursuant to Section 4 of this Resolution, the Township is hereby authorized to aggregate, in accordance with R.C. § 4928.20, the retail electric loads located within the Township, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The Board may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The Board may also exercise such authority using an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio. 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 6 of this Resolution.

### **Section 3**

No aggregation under this Resolution shall include any person that meets any of the following criteria:

- (1) A customer that has opted out of the aggregation;
- (2) A customer in contract with a certified electric services company;
- (3) A customer that has a special contract with an electric distribution utility;
- (4) A customer that is not located within the governmental aggregator's governmental boundaries;
- (5) Subject to R.C. § 4928.21(C), a customer who appears on the "do not aggregate" list maintained under that section.

(6) Other persons that are not eligible pursuant to rules and orders of the Public Utilities Commission of Ohio or the plan of operations and governance for the Electric Loads Aggregation Program.

#### **Section 4**

The Board of Elections of Delaware County, Ohio ("BOE") is hereby directed to submit the following question to the electors of the Township at the primary election on May 7, 2013:

<p style="text-align: center;"><b>PROPOSED RESOLUTION ELECTRIC AGGREGATION</b></p> <p style="text-align: center;"><b>BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO</b></p> <p style="text-align: center;">A majority affirmative vote is necessary for passage</p>	
<p>Shall the Township of Berlin have the authority to aggregate the retail electric loads located in the Township of Berlin, and for that purpose, 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?</p>	
<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

The Berlin Township Fiscal Officer is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the BOE not less than ninety (90) days prior (February 6, 2013) to the May 7, 2013 primary election. The Electric Loads Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Electric Loads Aggregation Program provided for herein at the election held pursuant to this Section 4 and R.C. § 4928.20. Upon approval by the electorate, the Electric Loads Aggregation Program shall take effect at the earliest permissible point in time and continue thereafter in accordance with the requirements of R.C. § 4928.20.

The BOE shall cause an appropriate notice to be duly given of the election to be held on Tuesday, May 7, 2013, on the foregoing proposal and otherwise provide for such election in the manner provided by the laws of the State of Ohio.

#### **Section 5**

Upon approval of a majority of the electors voting at the primary election provided for in Section 4 of this Resolution, the Board, individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Electric Loads Aggregation Program. Before adopting such plan, the Board shall hold at least two (2) public hearings on the plan. Before the first hearing, notice of the hearings shall be

Resolution No: \_\_\_\_\_  
Electricity Aggregation Program

published once a week for two (2) consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time and place of each hearing.

#### **Section 6**

No plan adopted by the Board shall aggregate the electric load of any electric load center within the Township unless the Board, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Electric Loads Aggregation Program 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 Electric Loads Aggregation Program the opportunity to opt-out of the program every three (3) years, without paying a switching fee. Any such person that opts-out of the Electric Loads Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under R.C. § 4928.14 or R.C. § 4928.35(D), until the person chooses an alternative supplier.

#### **Section 7**

All formal actions of the Board concerning and relating to the passage of this Resolution were taken in an open meeting of the Board, and all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

#### **Section 8**

This Resolution shall be in full force and effect immediately upon its adoption.


*Robert Ponzanella* seconded the motion.

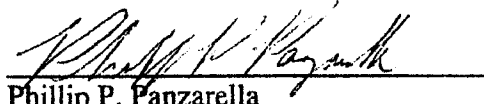
Voted on, adopted, and signed this 28th day of January, 2013 in Berlin Township, Delaware County, Ohio.

**BOARD OF TRUSTEES, BERLIN TOWNSHIP,  
DELAWARE COUNTY, OHIO,**

*Ronald W. Bullard*

Ronald W. Bullard  
Trustee

  
Tom D'Amico  
Trustee


  
Phillip P. Panzarella  
Trustee

### CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Berlin Township, Delaware County, Ohio, certify that the foregoing Resolution No. 2013-01-62 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 1/28/13

  
Claudia Smith,  
Township Fiscal Officer  
Berlin Township, Delaware County, Ohio

Resolution No: \_\_\_\_\_  
Electricity Aggregation Program



## **EXHIBIT A-3**

### **OPERATION AND GOVERNANCE PLAN**





**BERLIN TOWNSHIP  
ELECTRIC AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Amended and Adopted on February 23, 2015**

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## Berlin Township Operation and Governance Plan – Electric Aggregation

### **I. Overview**

In May 2013, a majority of voters authorized Berlin Township ("Township") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by combining multiple electric loads within the Township's limits and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads in order to obtain the best electric generation rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply agreements. The Township will not buy and resell power, but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the Township to establish the terms and conditions for service. Through a negotiation process, the Township and its Consultant will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term (i.e., one to five years).

The Aggregation Program covers the power supply or generation portion only of a Participant's electric bill. AEP will continue to deliver electricity to Aggregation Program Participants' homes and businesses through the electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain their systems of poles, wires, transformers, and other electric distribution components. Aggregation Program Participants should continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Township's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom electric rates, terms, and conditions have been negotiated will receive a notice from the Township detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the program will remain on AEP's Standard Offer Generation Service until such time as they select an approved CRES Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Township's limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the utility.

The Township, through its Consultant, will negotiate a contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the Township's Consultant on behalf of local consumers.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out aggregation of electric consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Township will file such Plan with the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with AEP.

### III. Plan of Operation and Governance

#### A. Definitions

1. **Aggregation:** Combining the electric loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Township to oversee the operation and management of the Township's Aggregation Program.
3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission or distribution system within the Township's boundaries.
6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.
8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a

consumer's premises, and the provision of energy consumption measurement and billing services.

9. **Electric Supply Charge:** All charges related to the generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
12. **Ohio Consumers' Counsel (OCC):** The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
13. **Participant:** An eligible consumer enrolled in the Township's Aggregation Program.
14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

#### **B. Aggregation Program Management**

Due to the complexity of the electric utility industry, the Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRES Provider contracts, providing analysis and review of the Township's energy service usage and costs, and providing consulting services to aggregate and procure energy

## Berlin Township Operation and Governance Plan – Electric Aggregation

and/or energy-related services, products, and accounts, and representing the Township in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRES Provider's rates will include an administrative fee, which shall be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Township's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in consultation with the Township, will have the authority to develop specifications for the Aggregation Program. The CRES Provider will work under the direction of the Consultant with the advice and counsel of the Township.

### **C. Selection of a CRES Provider and Contract**

The Township will not buy and resell power to Aggregation Program Participants. The Township, through its Consultant, will negotiate with potential CRES providers to provide affordable, reliable electric supply, and other electric-related services on behalf of local consumers. The Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Township will develop a contract with a CRES Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Township will contract only with a CRES Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRES Provider by the PUCO;
2. Is registered with AEP;
3. Has a service agreement under AEP's Open Access Transmission Tariff;
4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES

Provider, Township, and Consultant to serve and manage the Aggregation Program;

6. Meets standards of creditworthiness established by the Township;
7. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
8. Holds the Township harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
9. Will assist the Township and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Township will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

#### **D. Electric Supply Charges**

The Township, through its Consultant, will aggregate electric loads within the Township's applicable boundaries (including Township facilities) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for affordable, reliable electric supplies and other related services on behalf of Participants. The Township may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Township. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Township.

#### **E. AEP's Regulated Customer Classifications and Rates**

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for AEP's service and delivery charges. Although the Township may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

## **Berlin Township Operation and Governance Plan – Electric Aggregation**

It is the intention of the Township to offer its Aggregation Program to eligible residential and non-mercantile commercial customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the electric distribution utility's avoidable costs or price to compare.

### **F. Developing the Pool of Eligible Accounts**

The Township or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Township's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Electric distribution utility customer account number;
- Electric distribution utility rate code;
- Electric distribution utility PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with the electric distribution utility.

From this information, the Township, its Consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer savings.

### **G. Initial Consumer Notification and Enrollment**

After contract approval by the Township and its Consultant, the CRES Provider will work with the Township, its Consultant, and the electric distribution utility to identify all eligible consumers within the Township's boundaries.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Township that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.



Consumers may opt out of the Aggregation Program by returning a postage-paid post card or other form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Township's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, and Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with their present electric distribution utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the Township the status of the Aggregation Program enrollment on at least a quarterly basis.

#### **H. Leaving the Aggregation Program**

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the electric distribution utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

**I. CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the Township, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the Township remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's consultant to obtain current enrollment information and the opt-in contract.

Participants who relocate within the Township limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state and

federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

**K. Billing**

At this time, the Township plans to utilize the applicable electric distribution utility's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and electric distribution utility's delivery, and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Township will consider other billing options, including CRES Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

**L. Questions and Concerns**

The Aggregation Program only impacts the source of generation or power supply. The applicable electric distribution utility will continue to deliver the electricity purchased through the Aggregation Program to Participants' homes and businesses through its electric transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc., should continue to contact their electric distribution utility. Meter reading or other billing questions should also be directed to AEP. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider. Any other general questions regarding the Aggregation Program should be directed to the Township's Consultant.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
Power outage or interruption	AEP	1-800-672-2231
Connect/disconnect service	AEP	1-800-672-2231
Meter reading/billing	AEP	1-800-672-2231
Enrollment in or opting out of Aggregation Program	CRES Provider Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

**M. Reliability and Indemnification of Consumers**

Electric service reliability is essential to Aggregation Program Participants. The Township will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility's regulated transmission and distribution services, and through direct discussions with your electric distribution utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the Township and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric utility's Standard Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The Township and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Township, through its Consultant, also intends to include conditions in its CRES Provider contract that will indemnify Participants against risks or problems with power supply service and price.

**N. Participant Rights**

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRES Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Township's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing electric service, and the applicable electric utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to the applicable electric utility's Standard Offer Generation Service and participation in the Aggregation Program.

**O. Participant Responsibilities**

Aggregation Program Participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

**P. Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric utility's Standard Generation Offer Service or select another approved CRES Provider.

1311-001.614912v1

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

**Commission of Ohio Docketing Information System on**

**3/5/2015 2:58:01 PM**

**in**

**Case No(s). 13-2024-EL-GAG**

**Summary: Correspondence - Berlin Township Amended Operation and Governance Plan and Resolution adopting Same electronically filed by Ms. Rebecca L Hussey on behalf of Berlin Township/Trebel LLC**

## **EXHIBIT A-4**

### **AUTOMATIC AGGREGATION DISCLOSURE**







**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>.

Berlin Township is providing you with the opportunity to participate with other Berlin 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 Berlin Township to negotiate an electric supply contract with an eligible provider. Both Berlin 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 Berlin Township's voters approved its implementation in November 2011. Further, the Township Council adopted an Amended Operation and Governance Plan for the Electric Aggregation Program on February 18, 2015, which is available at the administrative offices of the Berlin Township.

**Under this aggregation program, beginning with their first billing cycle in April 2015, eligible residents and businesses in Berlin Township will pay a fixed rate of 7.45 cents per kWh for the first 12 months of the Program, and 6.99 cents per kWh for the second 12 months of the Program. 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. **If you are ever unhappy with your service or rate from Constellation, you may cancel free of charge at any time and return to AEP Ohio at a rate and terms that may or may not be the same as what other AEP Ohio customers pay.****

After you become a participant in the Berlin Township's Electric Aggregation Program, AEP Ohio 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 Berlin 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, AEP Ohio will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP Ohio 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 AEP Ohio for your electric service with your Constellation NewEnergy rate included.

If you have any questions, please call Constellation toll free at 1-800-718-1493.

Regards,

### Berlin Township Council and Constellation

### Opt Out Form

Opt-Out Code  
 17 digit Service Delivery Identifier Number from your AEP Ohio Bill

☐ I wish to opt out of the Berlin Township Electric Aggregation Program.

Phone Number \_\_\_\_\_

**Service Address:**

Email address

<Service Address Line 1>

**Signature**

Date \_\_\_\_\_

<Service Address Line 2>

&lt;Service City&gt;, &lt;Service ST&gt; &lt;Zip&gt;

## Electric Aggregation - Frequently Asked Questions

### What is governmental aggregation of electricity?

Ohio's laws allow for communities - such as the Berlin 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 Berlin Township able to choose a certified electric generation supplier on my behalf?

In November 2011, Berlin Township residents voted to allow Berlin Township to contract for an electric generation supplier on their behalf.

### If I join Berlin 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 AEP Ohio Power (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 period. 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 AEP Ohio Power Company at 1-800-672-2231.

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

If you have any questions, please call Constellation at 1-800-718-1493, Monday through Friday between 8 am - 8 pm.

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 003677



## TERMS & CONDITIONS

### 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 BERLIN TOWNSHIP AGGREGATION PROGRAM.** THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF BERLIN TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4828.20 OF THE OHIO REVISED CODE, WHEREBY BERLIN 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 7.45¢/kwh from April 2014 meter read cycles – April 2015 meter read cycles, 6.98¢/kwh from April 2015 meter read cycles – April 2016 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.

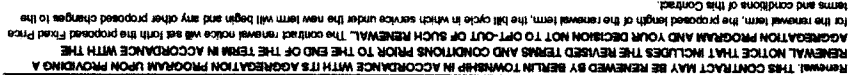
**Participation in PIPP and Credit Arrears Programs.** Participation in the Percentage of Income Payment Program ("PIPP") administered by the Ohio Department of Development or a credit arrears program administered by your Utility may affect your eligibility to take service from a competitive retail electric 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 arrears 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.

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**Billing and Payment.** Your Utility will provide a consolidated bill that will include both Utility charges and Comcast's charges 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 (such as, during any renewal period, under any 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 measurement as determined by the Utility for purposes of accounting for the amount of power and energy services provided by us under this Contract. 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 commensurate with the billed charges. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you at a 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.

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

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**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. 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 1-877-997-9995. 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 1-877-742-5822 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickcoco.org](http://www.pickcoco.org).



**BUSINESS REPLY MAIL**

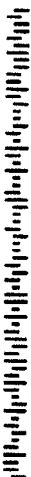
FIRST-CLASS MAIL PERMIT NO 103 BALTIMORE MD

POSTAGE WILL BE PAID BY ADDRESSEE

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



NO POSTAGE  
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2/25/2015 10:23:23 PM

in

Case No(s). 13-2024-EL-GAG

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



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

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**9/10/2015 10:15:31 AM**

**in**

**Case No(s). 13-2024-EL-GAG**

Summary: Application Renewal electronically filed by Scott Belcastro on behalf of Berlin Township, Delaware Co., OH