



# Public Utilities Commission

PUCO USE ONLY – Version 1.07

Date Received	Case Number	Certification Number
	- GA-GAG	

## CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 – Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

### SECTION A - APPLICANT INFORMATION

#### A-1 Applicant information:

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Legal Name Wakeman Township

Address 4913 County Line 2

Telephone No. 440-839-2185

Web site address

Current PUCO Certificate Number

Effective Dates

County Huron

#### A-2 Contact person for regulatory or emergency matters:

Name Diane Wolf

Title Fiscal Officer

Business Address 4913 County Line 2 Wakeman, OH 44889

Telephone No. 440-839-2185

Fax No.

Email Address wakemantwp@gmail.com

#### A-3 Contact person for Commission Staff use in investigating customer complaints:

Name Julia Hall

Title Senior Program Manager

Business address 355 E. Campus View Blvd. Suite 150, Columbus, OH 43235

Telephone No. 614-844-4309

Fax No. 614-844-4305

Email Address julia.hall@constellation.com

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

Customer service address 355 E. Campusview Blvd. Suite 150

Toll-Free Telephone No. 844-546-5385

Fax No. 614-844-4305

Email Address julia.hall@constellation.com



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

Wakeman Township )

for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. 15-1436 -GA-GAG

County of Huron  
State of Ohio

Diane A Wolf

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Diane A Wolf

Fiscal Officer

Sworn and subscribed before me this

25

day of

August

Month

2015

Year

Rebecca Oppen

Signature of Official Administering Oath

Rebecca Oppen Lead Teller

Print Name and Title



REBECCA OPPEN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
February 24, 2019

My commission expires on

2 / 24 / 2019



## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1** Exhibit B-1 "Authorizing Ordinance," provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2** Exhibit B-2 "Operation and Governance Plan," provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3** Exhibit B-3 "Automatic Aggregation Disclosure Notification," if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4** Exhibit B-4 "Opt-Out Notice," provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5** Exhibit B-5 "Experience," provide a detailed description of the applicant's experience and plan for: providing aggregation services (*including contracting with consultants, broker/aggregators, retail natural gas suppliers*); providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title *Drew a wof* Fiscal Officer

Sworn and subscribed before me this *25* day of *August* Month *2015* Year

Signature of official administering oath *Rebecca Opp* Print Name and Title *Rebecca Opp*  
*Lead Teller*

My commission expires on

*2/24/2019*



REBECCA OPPER  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
February 24, 2019

**WAKEMANTOWNSHIP**  
**EXHIBIT B-1**

AUTHORIZING ORDINANCE – 3 Pages  
CERTIFICATE OF ELECTION RESULTS – 1 Page

RESOLUTION 2015-01

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO *SECTION 4929.26 OF THE OHIO REVISED CODE*, AUTHORIZING AND DIRECTING THE HURON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF THE TOWNSHIP OF WAKEMAN RELATIVE TO THE SAME AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate the competitive retail natural gas service for the retail natural gas loads located within their respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads; and

WHEREAS, the aforementioned legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, governmental aggregations provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of natural gas deregulation through lower natural gas rates which would not otherwise be available to those natural gas customers individually; and

WHEREAS, the Trustees of the Township of Wakeman seek to establish a governmental natural gas program with opt-out provisions pursuant to *section 4929.26 of the Ohio Revised Code* for the residents, businesses and other natural gas consumers in the Township of Wakeman; and

NOW, THEREFORE, BE IT RESOLVED by the Trustees of the Township of Wakeman, Huron County, State of Ohio:

Section 1. The Trustees of the Township of Wakeman have concluded that it is in the best interest of the Township, its residents and qualifying businesses located within the limits of the Township to establish a natural gas aggregation program in the Township.

Section 2. The proposed natural gas aggregation program must be approved by the electors of the Township pursuant to Section 3 of this Resolution. Upon approval by the electorate, the Township of Wakeman is hereby authorized to automatically aggregate, in accordance with *section 4929.26 of the Ohio Revised Code* and in accordance with the rules of the Ohio Public Utilities Commission, the sale and purchase of retail natural gas loads of customers located within the Township of Wakeman and enter into service agreements to facilitate for those loads the purchase and sale of natural gas. The Township of Wakeman may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio.



**Section 3.** The Board of Elections of Huron County is hereby directed to submit the following question to the electors of Wakeman Township at the primary election on May 5, 2015:

**Shall the Township of Wakeman have the authority to aggregate the competitive retail natural gas service for the retail natural gas loads for customers located in the Township of Wakeman, and for that purpose, enter into services agreements to facilitate for those customers for the sale and purchase of natural gas. Conversion to the aggregate program will occur automatically unless the customers choose to opt out of the program.**

**YES**

**NO**

The Fiscal Officer of the Township of Wakeman is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Huron County Board of Elections not less than ninety (90) days prior to the aforementioned primary election. The natural gas aggregation program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and *section 4929.26 of the Ohio Revised Code*.

**Section 4.** Upon approval of a majority of the electors voting at the primary election provided for in Section 3 of this Resolution, the Township of Wakeman, individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission, and may develop a plan of operation for the natural gas aggregation program. Before adopting this plan, the Township of Wakeman shall hold at least two public hearings on the plan.

Notice of these hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by the Township shall aggregate the natural gas load of any natural gas load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, to opt out and not to be 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 natural gas aggregation program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under *section 4929.26 of the Ohio Revised Code* until the person chooses an alternate supplier.

**Section 5.** It is hereby found and determined that all formal actions of this Board of Township Trustees of Wakeman concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and that the deliberations of the Board and say of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including *section 121.22 of the Ohio Revised Code*.

**Section 6.** That the Board having only been recently informed about the establishment of the natural gas aggregation program within the Township of Wakeman as described herein and the fact that this Resolution must be filed with the Huron County Board of Elections not less than ninety (90) days prior to the Primary Election to be held on May 5, 2015, the Trustees determined that this Resolution shall be adopted as an emergency measure and as such, it shall be effective immediately upon its execution and due authentication by the Township Fiscal Officer.

Attest:

\_\_\_\_\_  
Chairman, Board of Trustees

Diane A Wolf  
Township Fiscal Officer

Adopted: January 26, 2015



## Receipt for Cash, Petitions or Resolutions N<sup>o</sup> 1881

Office of the Board of Elections, Huron County, Ohio Feb. 3 2015  
Received of Wakeman Twp.

- ☐ Declaration of Candidacy Petitions for the office of \_\_\_\_\_, of the \_\_\_\_\_ party  
☐ Nominating Petitions for the office of \_\_\_\_\_  
☐ Local Option Petition Filing Fee Paid: \$ \_\_\_\_\_  
☐ Referendum Petition Subdivision: \_\_\_\_\_  
☐ Initiative Petition Number of Signatures: \_\_\_\_\_  
Part - Petitions: \_\_\_\_\_

DESCRIPTION — PURPOSE, RATE, DATE OF ELECTION, ETC.

- ☐ TAX LEVY — \_\_\_\_\_  
☐ BOND ISSUE — \_\_\_\_\_  
☐ CHARTER AMENDMENT — \_\_\_\_\_  
☒ OTHER — Gas aggregation

OTHER CASH RECEIVED \$ \_\_\_\_\_ FOR \_\_\_\_\_

BOARD OF ELECTIONS, By \_\_\_\_\_

Sharon Locke  
(SIGNED)



# CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio  
County of Huron }

The Board of Elections of Huron County hereby  
certifies that at the election held in the Wakeman Township  
(Name of Subdivision)  
on the 5th day of May, 2015, the vote cast on the following issue was  
as follows:

Issue Gas aggregation

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Votes <u>Ninety</u> (For, yes, etc.-as on ballot)	<u>90</u> (Number)
Votes <u>Twenty four</u> (No, against, etc.-as on ballot)	<u>24</u> (Number)
Total vote cast on issue:	<u>114</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Norwalk

Ohio, this 20th day May, 2015

*Daniel C. Kupper*

*S. S. Leach* <sup>Chair</sup>

*Thomas M. Laughlin*

*Robert L. Hummer*

Attest: Garon Locke  
Director

BOARD OF ELECTIONS

Huron County, Ohio



**WAKEMAN TOWNSHIP**  
**EXHIBIT B-2**  
PLAN OF OPERATION AND GOVERNANCE

RESOLUTION TO ADOPT PLAN OF OPERATIONS & GOVERNANCE – 1 Pages

AFFIDAVIT OF PUBLICATON – 1 Page

PLAN OF OPERATIONS AND GOVERNANCE – 4 Pages

Held

July 13, 2015

The Wakeman Township Trustees met in regular session on July 13, 2015 at 8:00 p.m. at the Township office with the following members present: Ken Tkach, Carroll Butler, and Byron Dalton. Fiscal Officer, Diane Wolf, Zoning Inspector Todd Wolf and Dale DeForest were also present. There were about 30 community members present. The meeting was opened with the pledge to the flag.

Mr. Dalton moved to approve the minutes of the previous meeting as read, Mr. Butler seconded, motion carried. The Financial Statements were presented and approved. The following bills were presented, approved, and vouchers drawn:

Krystowski Tractor	Grasshopper mower for cemetery	\$ 8,046.85
State of Ohio	withheld tax- 2 <sup>nd</sup> Qtr	370.20
School Dist. Inc. Tax	withheld tax- 2 <sup>nd</sup> Qtr	308.40
Dale DeForest	road labor- 120 hrs + 7.5 hrs OT	\$1,454.21
David Podraski	road labor- 97.5 hrs +hr OT	846.49
Gene Krupp	cemetery labor- 36 hrs	374.68
Gary Champney	cemetery labor- 28 hrs	266.95
OPERS	retirement- June	2,055.84
Key Bank	federal tax & medicare	825.44
RITA	local tax withheld 2 <sup>nd</sup> Qtr	41.76
Ohio Edison	electric service & street lights	185.95
Village of Wakeman	water & sewer	62.86
Diane Wolf	reimburse stamps	49.00
Coles Energy	fuel	389.08
Wakeman Cong Church	2016 calendar listings	17.00
Wolf Bros. Supply	electric supplies	1,819.92
CHL Material	river gravel	93.75
Krystowski Tractor	mower repair	641.78
Auditor of State	audit fees	2,747.00
French's Hybrids	grass seed	65.00
Gallagher Plumbing	install booster pump	1,016.49
Bob Hunter Electric	electric work	1,615.00

Jay Sell, Aspen Energy was present to discuss the gas aggregation program. He answered a few questions and stated anyone currently using Columbia Gas would be eligible for the program. Everyone is automatically enrolled with an Opt Out option. He expects about 45 to 60 days for letters to be sent out to anyone who is eligible. Mr. Dalton moved and Mr. Butler seconded to approve the Plan of Operation and Governance Natural Gas Governmental Aggregation. Roll Call: Dalton-aye, Butler-aye, Tkach-aye. Motion carried.

Mr. Tkach opened the discussion of the proposed chicken barns on Rt. 60 North of the Village. First, it was stated this would be to hatch and sell eggs. Mr. Tkach stated the barns meet all the Township Zoning requirements. He spoke to the Prosecutor's office and was told as long as the operation meets local zoning and State and Federal Guidelines, it is OK. Darlene Krieger did online research; she understands there will be three barns with about 53,000 chickens. This will cause a decline in property values and the chemicals used to control the smell are cancer-causing. Why was that location chosen? Mr. Dalton answered it was a good location and also near the Village sewer. Ms. Krieger spoke about several lawsuits in other areas in Ohio and other states; they all saw a decline in property values. She said people have worked hard to revitalize the Village of Wakeman; she also talked to the EPA and the County Health Department; the EPA will test the air quality before and after; she was told her days of sitting outside are numbered. She is also concerned about bird disease. She begged Mr. Dalton to put the barn in a different location. Ed Silvius asked about ventilation and Mr. Dalton answered forced air. Mr. Dalton encouraged folks to drive by the barns in Ashland and Richland Counties; he stated that chicken litter is much easier to transport than cow manure so it would be moved farther. Mr. Silvius asked about transporting the eggs. Mr. Dalton answered one semi-truck per week. Ms. Krieger stated there will be an increase in coyote and other varmints. Mr. Swan asked how this operation can benefit the community? Mr. Tkach stated agriculture is the number one industry in Ohio and it meets the zoning code. Mr. Butler owns a farm that was once a chicken farm and the neighbors did not complain. Mr. Daniels stated farming has changed over the years, if this is properly run it can be good for the community. Mrs. Silvius asked if cancer-causing chemicals would be used to control smell. Mr. Dalton answered he would ask the feed company since he thought it would be in the food. Mr. Tkach also pointed out that the Village uses chemicals to treat the sewer and he knows the EPA monitors the Village sewer system. Mr. Silvius asked if the barns could be moved back farther off the road. Zoning Inspector, Todd Wolf

Mr Butler moved the adjournment of the meeting at 9:08 pm, Seconded by Mr. Tkach. Motion carried, meeting adjourned



Remit to:  
Sandusky Register  
314 W. Market Street  
Sandusky, Ohio 44870

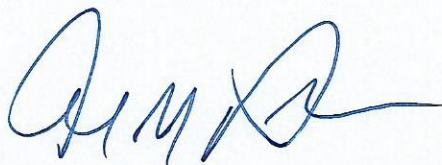
Customer # 1237109  
Cost of Advertisement: 145.08  
Ad # 447670  
Fed ID # 34-4346500

4913 COUNTY LINE 2  
WAKEMAN OH 44889

## Proof of Publication

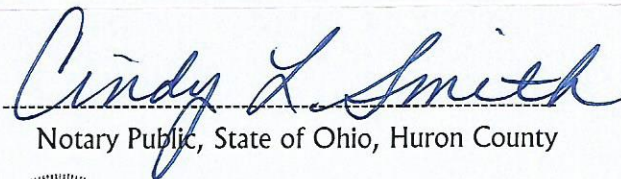
I, Andrew Prutsok, do attest that I am the publisher of the Norwalk Reflector, that said paper is a daily newspaper printed and has general circulation in Huron County, State of Ohio, and that the annexed advertisement was published in said paper on:

05/29/2015 06/05/2015  
LEGAL NOTICE PUBLIC NOTI



Andrew Prutsok, Publisher

Subscribed in my presence and sworn to on June 5th, 2015



Notary Public, State of Ohio, Huron County



CINDY L. SMITH  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
September 25, 2019

### LEGAL NOTICE

Public Notice: Public Hearing on the Wakeman Township Natural Gas Aggregation Program Plan of Operation and Governance

The Wakeman Township Trustees will hold two public hearings on the Township's Natural Gas Aggregation Program Plan of Operation and Governance. The hearings will be held at 8:00p.m. on June 22, 2015 and 8:00p.m. on July 13, 2015. Both hearings will take place at Wakeman Township Office, 5153 SR 303, Wakeman, Ohio 44889

On May 5, 2015 the Wakeman Township voters passed a Gas Aggregation, which authorized the Township to form a governmental natural gas aggregation for the purchase of natural gas on behalf of the Wakeman Township residents. Wakeman Township will submit its aggregation Plan of Operation to the Public Utilities Commission pursuant to PUCO Regulation and Ohio Law. Wakeman Township will develop an opt-out aggregation program following the procedure set forth in Ohio Revised Code Section 4928.20

The Natural Gas Aggregation Agreement may provide a fixed rate, a capped rate and/or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered. The offer is scheduled to begin on or before November 2015 and is anticipated to be for a 1 or 2 year term.

All eligible customers (Columbia Gas of Ohio customers) to be included in the Township's aggregation will be included.

**Wakeman Township Trustees**

**Wakeman, OH 44889**

**PLAN OF OPERATION AND GOVERNANCE  
FOR TOWNSHIP OPT-OUT NATURAL GAS  
AGGREGATION**

**ADOPTED BY TOWNSHIP TRUSTEES  
JULY 13, 2015**



## PLAN OF OPERATION AND GOVERNANCE

### Natural Gas Governmental Aggregation

**Introduction.** On May 5, 2015 a majority of the voters in Wakeman Township, Ohio approved an Issue that authorized Wakeman Township ("Township") to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the Township approved this Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (this "Aggregation") for the purpose of arranging for the purchase of natural gas supply in Ohio's competitive retail natural gas market.

**Governmental Aggregation Services.** The Township, as a Governmental Aggregator, will serve as a purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select Competitive Retail Natural Gas Supplier ("Supplier") to supply Aggregation, (ii) negotiate the terms of supply between the Supplier and each Aggregation participant, and (iii) oversee the enrollment procedure administered by the Supplier.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation ("the Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract, and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as Opt-out Notice), available on the Supplier's website, and available by calling the Supplier's toll free customer service telephone number.

**Eligibility. Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-28-05 of the Ohio Administrative Code requires Columbia Gas of Ohio (the "Utility") to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts the Supplier, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic limits of the Township and that an area within the Township limits has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the Township by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. The Opt-out notice will inform the eligible account holder that the Governmental Aggregator is forming an automatic (or "Opt-out") aggregation, provide the price for natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number, using a website or returning a postcard to the Supplier that is included in the Opt-out Notice.



The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts are removed from the eligible account list as well. Upon completion of the 21 day Opt-out period, the Supplier will notify the utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven business days.

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

**Billing.** Aggregation participants will receive a single, monthly bill from the utility, which will include charges from the Supplier for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

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

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

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	COH	1-800-344-4077
Service turn on/off	COH	1-800-344-4077
Billing Disputes	COH	1-800-344-4077
Price/Joining/Leaving Program	Supplier Customer Service	TBA
Program Regulatory Questions	Supplier Customer Service	TBA
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumer Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within three (3) business days following the receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a Commission- referred complaint will be provided to the PUCO either orally (phone)



or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to the Public Utilities Commission of Ohio, ATTN: IDA, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (ITY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

**Moving within the Township.** Aggregation participants, who move from one location to another within the township limits and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

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

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

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Township limits that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

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

**WAKEMAN TOWNSHIP**  
**EXHIBIT B-3**  
AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION

OPT OUT LETTER AND TERMS & CONDITIONS – 4 PAGES



## ENROLLMENT NOTICE

October X, 2015

Customer Name  
Mailing Address1  
Mailing Address 2  
City State Zipcode

Account No.: XXXXXXXXX

### **Important things to remember**

- ✓ Call **(844) 546-5385** if you have any questions. Representatives are available 24 hours a day, 7 days a week.
- ✓ If you do nothing, you will automatically be enrolled in the aggregation program.
- ✓ Columbia Gas of Ohio will continue to send monthly bills, respond to outages, and deliver your natural gas.
- ✓ No one from Wakeman Township will come to your door to ask you to switch to a new supplier. Anyone who does is not with the aggregation program.

Dear Resident or Small Business:

In May 2015, Wakeman Township voters authorized the creation of a natural gas aggregation program. Your community selected Constellation Energy Services – Natural Gas, LLC as the program supplier. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by October XX, 2015.

Your service is estimated to begin with your November 2015 billing. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment.

### **How You Benefit**

You have the following rate options which can be canceled at any time:

**Option 1:** Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. This option includes a price cap; your price will never exceed the price cap during the established capped period. If market prices decrease during a capped period, your monthly price could also decrease. Initially under this option, you will pay a monthly variable rate. Constellation and your community will monitor the natural gas market and, if market rates decrease, a price cap will be established. At that time you will be notified as to the price and duration of the capped period. If you choose this option, you do not need to take any action.

**Option 2:** You can choose a monthly variable rate. **To participate in this option, you must call us at (844) 546-5385.**

For either option, please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

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

*continued on back...*

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

### **NOTIFICATION OF INTENT TO OPT-OUT**

☐ I do not wish to be part of the Wakeman Township Natural Gas Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

\_\_\_\_\_  
Service Address  
Name \_\_\_\_\_ Customer Name  
Address \_\_\_\_\_ Mailing Address  
City/State/Zip \_\_\_\_\_ City State Zipcode

Community  
logo

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

Barcode Window

**Billing / Service Delivery Unchanged**

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from Columbia Gas of Ohio. Columbia will continue to deliver your natural gas and be responsible for maintaining the system that delivers natural gas to your home.

**Tax Exempt Customers**

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

**Enrollment Information**

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

**How to Opt-Out**

If you do not wish to participate, you must opt-out no later than October XX, 2015 by any one of the following methods:

- Detach and return the opt out card in the envelope provided (postmarked by the above date),
- Call Constellation toll-free at (844) 546-5385,
- Or opt out online at [www.constellation.com/oh-wakemantwp](http://www.constellation.com/oh-wakemantwp).

Additionally, you will receive written notice of your ability to opt-out of the Natural Gas Aggregation Program at least every two (2) years, although you can opt-out of the program at any time.

If you have questions, please refer to the Frequently Asked Questions on our website at [www.constellation.com/oh-wakemantwp](http://www.constellation.com/oh-wakemantwp) or contact Constellation toll-free at (844) 546-5385. Customer service representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation Energy Services - Natural Gas, LLC

Enclosure: Program Terms and Conditions (See Section 1 for a further explanation of eligibility).



**OPT OUT NOTICE - TERMS AND CONDITIONS**

The Wakeman Township pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on May 5, 2015, selected Constellation Energy Services – Natural Gas, LLC (“Seller”) to supply the aggregation and to administer enrollments as described below. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN OCTOBER XX, 2015, BY GOING ON-LINE AT [WWW.CONSTELLATION.COM/OH-WAKEMANTWP](http://WWW.CONSTELLATION.COM/OH-WAKEMANTWP), OR BY CALLING OUR TOLL FREE NUMBER (844) 546-5385 BY OCTOBER XX, 2015.** You, the account holder (also referred to as “Buyer”) for the account referenced on the letter accompanying this Opt Out Notice (the “Account”), and Seller agree to the following terms and conditions (the “Agreement”).

**1. Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN OCTOBER XX, 2015, BY GOING ONLINE AT [WWW.CONSTELLATION.COM/OH-WAKEMANTWP](http://WWW.CONSTELLATION.COM/OH-WAKEMANTWP), OR BY CALLING OUR TOLL FREE NUMBER BY OCTOBER XX, 2015.**

**Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Wakeman Township and Columbia Gas of Ohio (“Utility”), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan program customers) customer, and (iv) must be in good credit standing with the Utility. **Rescission Period:** If this is Buyer’s first enrollment into the Wakeman Township Aggregation Program, upon Buyer’s successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter (“Rescission Period”) by contacting the Utility in writing or by telephone as noted in that letter.

**2. Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the October 20XX meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

**3. Supplier’s and Utility’s Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer’s full requirements of natural gas for the accounts listed on the Enrollment Notice (“Accounts”). The Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller’s charges. Seller does not impose credit or deposit requirements. The Utility’s billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility’s right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

**4. Price:** Initially, the price for the Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will vary monthly with no price cap. The Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will be calculated based on a formula including a Delivery Adder as calculated by Seller and the “Market Settlement” price defined below. The Delivery Adder is based upon several factors, including, but not limited to: the monthly market price for transportation to the point of delivery, shrinkage, Btu adjustment and pooling fees. At points during the delivery period, the Wakeman Township Board of Trustees and Seller may establish a price cap for the Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. When that rate is established, Seller will provide Buyer with notice, including the period of time within the Delivery Period during which the rate applies. However, if you contact Seller by calling our toll-free telephone number, (844) 546-5385, you can request the Monthly Variable Rate for the entire Delivery Period. Both rates may change monthly based on current Market prices.

The Locked in Price with Flex Down Opportunity<sup>SM</sup> Rate is calculated based upon the sum of the weighted average “Market” prices when the price cap is locked by the Wakeman Township Board of Trustees, plus a Delivery Adder as calculated by Seller for the Delivery Period. Each month, Seller will compare the cap to the then-current weighted average Market price for the remainder of the Delivery Period and may adjust the monthly price to account for a downward or upward pricing trend within the Delivery Period, however *the price with the Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will never exceed the cap during the Delivery Period.*

The Monthly Variable Rate is calculated based upon the Market price for the delivery month plus the Delivery Adder. The Monthly Variable Rate has no cap.

The “Market” price is a current price for the relevant month’s natural gas futures contract that is traded on the New York Mercantile Exchange (“NYMEX”) on the day the price is determined. The “Market Settlement” price is the Market price at settlement for the relevant month as determined by NYMEX.

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge You separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges. If (a) third party intermediary is involved in this transaction, (b) the Broker Fee has been included in the price, and (c) such rules require the Broker Fee to be disclosed, then the Broker Fee shall be that identified below (subject to the terms of any agreement between Seller and the third party intermediary).

**Broker Fee (if applicable):**

☐ Broker Fee is \$0.00X per CCF

☐ Broker Fee is a percentage of Seller's contract margin

5. **Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before OCTOBER XX, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (920) 272-4244. Be sure to note The Wakeman Township Aggregation Program and your utility account number on the certificate. Constellation Energy Services – Natural Gas, LLC will not charge sales tax starting with the date the certificate is received.

6. **Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. The Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

7. **Termination; Remedies:** (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller. (b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) competitive retail natural gas service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver natural gas under the terms of this Agreement. (c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period, Buyer may not be served on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

8. **Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

10. **Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at (844) 546-5385, by visiting [www.constellation.com/OH-WAKEMANTWP](http://www.constellation.com/OH-WAKEMANTWP); or (ii) by writing us at 355 E. Campus View Blvd., Suite 150, Columbus OH 43235. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.occ.ohio.gov/>.

11. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.



**WAKEMAN TOWNSHIP**  
**EXHIBIT B-4**  
OPT OUT NOTICE

OPT OUT LETTER AND TERMS & CONDITIONS – 4 PAGES

## ENROLLMENT NOTICE

October X, 2015

Customer Name  
Mailing Address1  
Mailing Address 2  
City State Zipcode

Account No.: XXXXXXXXX

### **Important things to remember**

- ✓ Call **(844) 546-5385** if you have any questions. Representatives are available 24 hours a day, 7 days a week.
- ✓ If you do nothing, you will automatically be enrolled in the aggregation program.
- ✓ Columbia Gas of Ohio will continue to send monthly bills, respond to outages, and deliver your natural gas.
- ✓ No one from Wakeman Township will come to your door to ask you to switch to a new supplier. Anyone who does is not with the aggregation program.

Dear Resident or Small Business:

In May 2015, Wakeman Township voters authorized the creation of a natural gas aggregation program. Your community selected Constellation Energy Services – Natural Gas, LLC as the program supplier. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by October XX, 2015.

Your service is estimated to begin with your November 2015 billing. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment.

### **How You Benefit**

You have the following rate options which can be canceled at any time:

**Option 1:** Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. This option includes a price cap; your price will never exceed the price cap during the established capped period. If market prices decrease during a capped period, your monthly price could also decrease. Initially under this option, you will pay a monthly variable rate. Constellation and your community will monitor the natural gas market and, if market rates decrease, a price cap will be established. At that time you will be notified as to the price and duration of the capped period. If you choose this option, you do not need to take any action.

**Option 2:** You can choose a monthly variable rate. **To participate in this option, you must call us at (844) 546-5385.**

For either option, please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

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

*continued on back...*

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

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☐ I do not wish to be part of the Wakeman Township Natural Gas Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

\_\_\_\_\_  
Service Address  
Name \_\_\_\_\_ Customer Name  
Address \_\_\_\_\_ Mailing Address  
City/State/Zip \_\_\_\_\_ City State Zipcode

Community  
logo

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

Barcode Window



**Billing / Service Delivery Unchanged**

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from Columbia Gas of Ohio. Columbia will continue to deliver your natural gas and be responsible for maintaining the system that delivers natural gas to your home.

**Tax Exempt Customers**

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

**Enrollment Information**

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

**How to Opt-Out**

If you do not wish to participate, you must opt-out no later than October XX, 2015 by any one of the following methods:

- Detach and return the opt out card in the envelope provided (postmarked by the above date),
- Call Constellation toll-free at (844) 546-5385,
- Or opt out online at [www.constellation.com/oh-wakemantwp](http://www.constellation.com/oh-wakemantwp).

Additionally, you will receive written notice of your ability to opt-out of the Natural Gas Aggregation Program at least every two (2) years, although you can opt-out of the program at any time.

If you have questions, please refer to the Frequently Asked Questions on our website at [www.constellation.com/oh-wakemantwp](http://www.constellation.com/oh-wakemantwp) or contact Constellation toll-free at (844) 546-5385. Customer service representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation Energy Services - Natural Gas, LLC

Enclosure: Program Terms and Conditions (See Section 1 for a further explanation of eligibility).

**OPT OUT NOTICE - TERMS AND CONDITIONS**

The Wakeman Township pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on May 5, 2015, selected Constellation Energy Services – Natural Gas, LLC (“Seller”) to supply the aggregation and to administer enrollments as described below. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN OCTOBER XX, 2015, BY GOING ON-LINE AT [WWW.CONSTELLATION.COM/OH-WAKEMANTWP](http://WWW.CONSTELLATION.COM/OH-WAKEMANTWP), OR BY CALLING OUR TOLL FREE NUMBER (844) 546-5385 BY OCTOBER XX, 2015.** You, the account holder (also referred to as “Buyer”) for the account referenced on the letter accompanying this Opt Out Notice (the “Account”), and Seller agree to the following terms and conditions (the “Agreement”).

**1. Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN OCTOBER XX, 2015, BY GOING ONLINE AT [WWW.CONSTELLATION.COM/OH-WAKEMANTWP](http://WWW.CONSTELLATION.COM/OH-WAKEMANTWP), OR BY CALLING OUR TOLL FREE NUMBER BY OCTOBER XX, 2015.**

**Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Wakeman Township and Columbia Gas of Ohio (“Utility”), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan program customers) customer, and (iv) must be in good credit standing with the Utility. **Rescission Period:** If this is Buyer’s first enrollment into the Wakeman Township Aggregation Program, upon Buyer’s successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter (“Rescission Period”) by contacting the Utility in writing or by telephone as noted in that letter.

**2. Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the October 20XX meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

**3. Supplier’s and Utility’s Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer’s full requirements of natural gas for the accounts listed on the Enrollment Notice (“Accounts”). The Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller’s charges. Seller does not impose credit or deposit requirements. The Utility’s billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility’s right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

**4. Price:** Initially, the price for the Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will vary monthly with no price cap. The Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will be calculated based on a formula including a Delivery Adder as calculated by Seller and the “Market Settlement” price defined below. The Delivery Adder is based upon several factors, including, but not limited to: the monthly market price for transportation to the point of delivery, shrinkage, Btu adjustment and pooling fees. At points during the delivery period, the Wakeman Township Board of Trustees and Seller may establish a price cap for the Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. When that rate is established, Seller will provide Buyer with notice, including the period of time within the Delivery Period during which the rate applies. However, if you contact Seller by calling our toll-free telephone number, (844) 546-5385, you can request the Monthly Variable Rate for the entire Delivery Period. Both rates may change monthly based on current Market prices.

The Locked in Price with Flex Down Opportunity<sup>SM</sup> Rate is calculated based upon the sum of the weighted average “Market” prices when the price cap is locked by the Wakeman Township Board of Trustees, plus a Delivery Adder as calculated by Seller for the Delivery Period. Each month, Seller will compare the cap to the then-current weighted average Market price for the remainder of the Delivery Period and may adjust the monthly price to account for a downward or upward pricing trend within the Delivery Period, however *the price with the Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will never exceed the cap during the Delivery Period.*

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The “Market” price is a current price for the relevant month’s natural gas futures contract that is traded on the New York Mercantile Exchange (“NYMEX”) on the day the price is determined. The “Market Settlement” price is the Market price at settlement for the relevant month as determined by NYMEX.



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**Broker Fee (if applicable):**

☐ Broker Fee is \$0.00X per CCF

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8. **Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

10. **Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at (844) 546-5385, by visiting [www.constellation.com/OH-WAKEMANTWP](http://www.constellation.com/OH-WAKEMANTWP); or (ii) by writing us at 355 E. Campus View Blvd., Suite 150, Columbus OH 43235. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.occ.ohio.gov/>.

11. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

**WAKEMAN TOWNSHIP**  
**EXHIBIT B-5 EXPERIENCE**

EXPERIENCE – 1 PAGE



### **Exhibit B-5 “Experience”**

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Constellation Energy Services – Natural Gas, LLC (“Constellation”) to assist us in implementing and maintaining our Natural Gas Governmental Aggregation Program. Constellation is a PUCO certified Natural Gas Aggregator and has experience in managing and supplying more than 50 governmental aggregation programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to, providing the following services:

- Assist with the preparation of the Plan of Operation and Governance
- Assist with the required legal notice and the required public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as PUCO annual reporting requirements
- Provide a dedicated Toll Free Number for the program that is fully-staffed and trained and is available 24 hours a day, 7 days a week to respond to all customer questions and complaints
- Provide a dedicated landing page for each governmental aggregation program which provides customer education content, program information and customer service access
- Provide gas supply pricing strategies and provide the gas supply for the chosen strategy(ies)
- Assist in obtaining utility eligible customer lists
- Provide boundary verification services
- Draft, print, docket with the PUCO and mail approved opt-out notices
- Provide billing services through the local distribution utility using their own proprietary billing system
- Maintain a system for tracking and responding to customer inquiries and complaints
- Provide other services necessary to comply with provisions of Section 4929.22 of the Ohio Revised Code and in Chapter 4901:1-29 of the Ohio Administrative Code

As a Certified Gas Aggregator, Constellation (and/or its predecessors) has over 13 years of experience in providing the aforementioned services to governmental aggregators in the State of Ohio as well as providing Customer Choice programs to all four deregulated gas utilities throughout the State. Constellation’s ability to successfully serve as a CRNGS provider is amply demonstrated through their past and current performance as a natural gas provider. Their efforts comply with all of the requirements of Commission rules adopted pursuant to the Ohio Revised Code and include such activities as customer enrollment methods, customer service activities and response to customer concerns.

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Summary: Application for certification as a governmental aggregator electronically filed by Ms. Julia D Hall on behalf of Wakeman Township