Trebellc

4067 Treeline Court
Westerville, OH 43082
www.electricsuppliers.org

March 28, 2016

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

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

Case# 14-0151-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

Enclosure

Ohio | Public Utilities Commission

Original GAG Case Number	Version
14 -0151-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 **Harlem Township, Delaware County, OH**
Address **3883 S. St Rt 605 Galena, OH 43021**
PUCO Certificate # and Date Certified **14-784E (1) March 6, 2014**
Telephone # **(740) 965-2661** Web site address (if any) **www.harlemtwp.com**

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 - Trebel, LLC**
Title **Principal**
Business address **4067 Treeline Court, Westerville, OH 43082**
Telephone # **(740) 965-4885** 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 - Trebel, LLC**
Title **Principal**
Business address **4057 Treeline Court, 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 **3883 S. St. Rt. 605 Galena, OH 43021**
Toll-free Telephone # **(877) 861-2772** Fax # **(614) 417-0410**
E-mail address **scott@electricsuppliers.org**

+ Scott Belcastro Trustee
Signature of Applicant & Title

Sworn and subscribed before me this 23 **day of** March 2016
Month **Year**

Mary K. Schuh
Signature of official administering oath

Mary K. Schuh
Print Name and Title

NOTARIAL SEAL STATE OF OHIO

My commission expires on 5-3-2020
Mary K. Schuh
Notary Public
In and for the State of Ohio
My Commission Expires 5-3-2020

AFFIDAVIT

State of OHIO :

_____ ss.
(Town)

County of Delaware

Jerry D. Paul, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the TRUSTEE of Harlem twp. (Office of Affiant) of Jerry D. Paul (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.

Signature of Affiant & Title

Sworn and subscribed before me this 23 day of March 2016
Month Year

Signature of official administering oath

Print Name and Title

Mary K. Schuh
Notary Public
In and for the State of Ohio
My Commission Expires

My commission expires on May 3, 2020

EXHIBIT A-2

AUTHORIZING ORDINANCE

Resolution No. 13-8-1-T-13

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE AND DIRECTING THE DELAWARE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature enacted electric deregulation legislation ("Am. Sub. S.B. No. 3"), which authorized 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; and

WHEREAS, such legislative authorities may exercise said 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 electricity deregulation through lower electricity rates, which would not otherwise be available to those electricity customers individually; and

WHEREAS, the Board of Trustees of HARLEM Township ("Trustees") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code, for the residents, businesses and other electric consumers in the Township, and may be in conjunction with any other legislative authorities in the State of Ohio, as permitted by law (the "Aggregation Program").

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of HARLEM Township, DELAWARE County, Ohio that:

Section 1: 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 corporate limits of the Township to establish an Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Board is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Township, and, for that purpose, to enter into service

agreements to facilitate for those loads the purchase and sale of electricity. The Board may exercise such authority jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of 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 3 of this Resolution.

Section 2: The Board of Elections of Delaware County is hereby directed to submit the following question to the electors of Township at the election on November 5, 2013:

- Shall the Board of Trustees of Liberty Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into services 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, in accordance with Section 4928.20 of the Ohio Revised Code and Resolution No. 13-8-1-T-13 adopted by the Board of Trustees?

The [Administrator/Clerk/Fiscal Officer] of this Board is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Delaware County Board of Elections not less than ninety (90) days prior to the election to be held November 5, 2013. The 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 2 and Section 4928.20, Ohio Revised Code.

Section 3: Upon approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, individually or jointly with any other political subdivision, may develop a plan of

operation and governance for the Aggregation Program. Before adopting such plan, this Board shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board shall aggregate the electric load of any electric 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 not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least every three years, without paying a switching fee. Any such person who opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under Section 4928.141 of the Ohio Revised Code, until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that the deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, incompliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 8-1-13

Trustee

Trustee

Trustee

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN

Harlem Township

ELECTRIC AGGREGATION PROGRAM

OPERATION AND GOVERNANCE PLAN

Adopted 1-22-2014

Prepared by:

Trebel LLC

I. Overview

At the November 5, 2013 election, a majority of voters authorized Harlem 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.

The Township's purpose in creating 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, as applicable, 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, as applicable, 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, as applicable, 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, as well as consumers who move into the Township after the initial opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

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 opt-out aggregation of electric consumers, which included holding at least two public hearings prior to its adoption.

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 with the PUCO for governmental aggregator certification and also register 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/company retained by 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 and/or energy-related services, product, 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 supplies, 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 as applicable;
3. Has a service agreement under AEP Open Access Transmission Tariff, as applicable;
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. Meet 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. Hold 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, as applicable. 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.

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 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, Participants who initially opt out of the program and later wish to join, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the CRES Provider or Township's consultant to obtain current enrollment information.

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 question 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, as applicable. 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.

Question or Concern	Contact	Phone Number
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	
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
Unresolved disputes	Public Utilities Commission of Ohio	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 regulation governing electric service, and applicable electric utilities' approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, as well as the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and 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.

1311-001.00370523v1

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE

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

Important Governmental Aggregation Information Enclosed

Harlem Township

Constellation

0001V1 ******AUTO**5-DIGIT 60514 TI P: *** ***

<First Name> <Last Name>
<Address Line 1>
<Address Line 2>
<City> <State> <Zip>

This notification is in regards to your electric service at:

<Service Address Line 1>
<Service Address Line 2>
<Service City>, <Service ST> <Zip>

<Month> <Date>, <Year>

Dear <First Name> <Last Name>,

Harlem Township is providing you with the opportunity to participate with other Harlem 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 Harlem Township to negotiate an electric supply contract with an eligible provider. Both Harlem 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 Harlem Township's voters approved its implementation in November 2013. Further, the Township Council adopted an Amended Operation and Governance Plan for the Electric Aggregation Program on January 22, 2014, which is available at the administrative offices of the Harlem Township.

Under this aggregation program, beginning with their first billing cycle in August 2015, eligible residents and businesses in Harlem Township will pay a fixed rate of 6.15 cents per kWh for 24 months. There is no cost for the enrollment and you will not be charged a switching fee. Constellation's price applies to the generation and transmission portion of your bill. Constellation's price does not include applicable taxes, or utility fees and charges. **If you are ever unhappy with your service or rate from Constellation, you may cancel free of charge at any time** and return to 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 Harlem 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 Harlem 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 1-866-977-7630.

Regards,

Harlem Township Council and Constellation

Opt Out Form:

Be sure to respond by June 5, 2015 if you choose not to participate

<First Name> <Last Name>
<Address Line 1>
<Address Line 2>
<City> <State> <Zip>

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

Service Address:
<Service Address Line 1>
<Service Address Line 2>
<Service City>, <Service ST> <Zip>

<Code>
Opt-Out Code

17 digit Service Delivery Identifier Number from your AEP Ohio Bill

Phone Number

Email address

Signature

Date

Electric Aggregation - Frequently Asked Questions

What is governmental aggregation of electricity?
Ohio's laws allow for communities - such as the Harlem 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 Harlem Township able to choose a certified electric generation supplier on my behalf?
In November 2013, Harlem Township residents voted to allow Harlem Township to contract for an electric generation supplier on their behalf.

If I join Harlem 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 periods. Instead of getting a bill based on their actual usage, they're billed based upon a rolling historical average usage. The payment amount is then adjusted each month. This methodology levels out charges, avoids the potential for true up "bill shock" and helps to make monthly payments more predictable.

Who do I call if I have a problem with my electric service?
If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact 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 1-866-977-7630, 24 hours a day, 365 days a year.

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

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Ohio Supplier License #00-003E(7)

Constellation

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 HARLEM TOWNSHIP AGGREGATION PROGRAM. THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF HARLEM TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, WHEREBY HARLEM 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 6.15¢/kwh from July 2015 meter read cycles – June 2017 meter read cycles plus all applicable taxes during the Term. While we will supply your competitive retail electric service, your Utility will continue to provide distribution and related services necessary to deliver electricity to you. If, due to a change in market conditions, Constellation wishes to lower the price per kilowatt hour charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract.

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

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

Rescission. Ohio law provides for rescission rights. The Utility will provide you an enrollment confirmation notice and such notice will inform you of your rescission rights. You have the right to rescind this Contract within seven (7) calendar

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Constellation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dispute Resolution. If you have a billing or other dispute involving our service, please contact us at 1-866-977-7630. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. If your complaint is not resolved after you have called us or the Utility, or for general Utility information, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for hearing or speech impaired customers via the Ohio relay service at 7-1-1 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. You may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Limitation of Liability; Jury Trial Waiver. You agree that neither Constellation nor any of its affiliates or subcontractors

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will be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate retail electric service on the date specified herein due to any failure or delay in enrolling you with the Utility. Constellation's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract.
BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

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

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

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

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

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

The Public Utilities Commission of Ohio toll free number is 1-800-686-7826 and their website address is www.puco.ohio.gov.

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Constellation

Payments to Certain Third- Parties:

You acknowledge and understand that:

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

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

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NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 103 BALTIMORE MD

POSTAGE WILL BE PAID BY ADDRESSEE

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/28/2016 12:08:52 PM

in

Case No(s). 14-0151-EL-GAG

Summary: Application Renewal electronically filed by Scott Belcastro on behalf of HARLEM TOWNSHIP TRUSTEES