



Public Utilities Commission

Original GAG Case Number	Version
10 - 1008 -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 Symmes Township

Address 9323 Union Cemetary Road, Symmes Township, OH 45140-9312

PUCO Certificate # and Date Certified 10-253E(3) 8/22/14

Telephone # (513) 683-6644 Web site address (if any) _____

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

ELECTRIC

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 Mr. Kenneth Bryant

Title Board President & Interim Administrator

Business address 9323 Union Cemetery Rd., Symmes Township, OH 45140-9312

Telephone # (513) 683-6644

Fax # (513) 683-6626

E-mail address administrator@symmestownship.c

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

Name Amy Garrett

Title Program Manager

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

Telephone # (614) 844-4307

Fax # _____

E-mail address amy.garrett@constellation.com

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

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

Toll-free Telephone # (877) 780-1153

Fax # _____

E-mail address amy.garrett@constellation.com

Kenneth Bryant Board President & Interim Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 22nd day of JULY, 2016
Month _____ Year _____

[Signature]
Signature of official administering oath

RYAN J. MIKELONIS FINANCIAL SPECIALIST
Print Name and Title

My commission expires on 3/29/2020



AFFIDAVIT

State of Ohio :

Symmes ss.
(Township)

County of Hamilton :

Kenneth Bryant, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Board President & Interim Administrator (Office of Affiant) of Symmes Township (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

Kenneth Bryant Board President & Interim Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 22nd day of July, 2016
Month Year

[Signature]
Signature of official administering oath

RYAN J. MIKELONIS FINANCIAL SPECIALIST
Print Name and Title

My commission expires on 3/29/2020



Symmes Township
EXHIBIT A-2

AUTHORIZING ORDINANCE – 4 Pages

Exhibit A-2

SYMMES TOWNSHIP Authorizing Ordinance

HAMILTON COUNTY, OHIO

9323 UNION CEMETERY ROAD
SYMMES TOWNSHIP, OHIO 45140-9386

(513) 683-6644

(513) 683-6626 (Fax)

www.symmestownship.org

BOARD OF TRUSTEES

PHILIP J. BECK

KENNETH N. BRYANT

KATHRYN P. WAGNER

FISCAL OFFICER

JOHN C. BORCHERS

ADMINISTRATOR

GERALD L. BECKMAN

RESOLUTION G-0915

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, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INDEPENDENT ENERGY CONSULTANTS, INC. FOR SUCH PURPOSES AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of townships to aggregate the retail electrical loads located in their respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP OF HAMILTON COUNTY AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees 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 the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 4 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the Township.

SECTION 2. For the purpose of the aggregation, the Township is authorized pursuant to Section 4928.20 of the Ohio Revised Code to enter into service agreements, individually or jointly with other political subdivisions of the State of Ohio, to facilitate for those loads the sale and purchase of electricity.

SECTION 3. 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 5 of this Resolution.

SECTION 4. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the Township at the general election on November 9, 2009:

Shall Symmes Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out, all in accordance with Section 4928.20 of the Ohio Revised Code and Resolution Number G-0915 adopted by Symmes Township Board of Trustees.

The Fiscal Officer of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the Hamilton County Board of Elections not less than seventy-five (75) days prior to November 9, 2009. 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 5. Upon the approval of a majority of the electors voting at the general election provided for in Section 4 of this Resolution, this Board of Trustees individually or jointly through the Township's consultant shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board of Trustees 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 location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical 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 every two years, without paying a switching fee. Any such person that

opts-out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

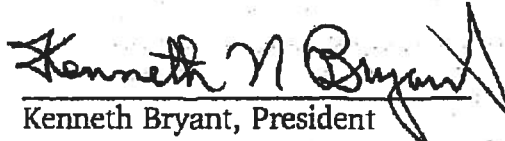
SECTION 6. That this Board of Trustees finds and determines that all formal actions of the Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

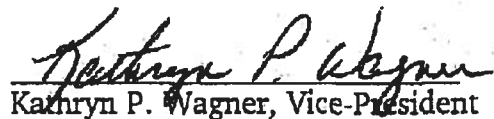
BE IT FURTHER RESOLVED BY THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP OF HAMILTON COUNTY AND STATE OF OHIO, THAT this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to file a certified copy of this Resolution and the proposed form of the ballot question with the Board of Elections of Hamilton County not later than seventy-five (75) days prior to the November 9, 2009 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and certification.

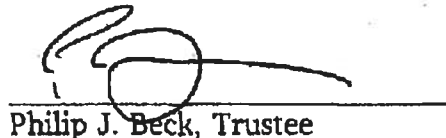
ADOPTED JUNE 2, 2009

Vote Record: Mr. Bryant Aye Mr. Beck Aye Mrs. Wagner Aye

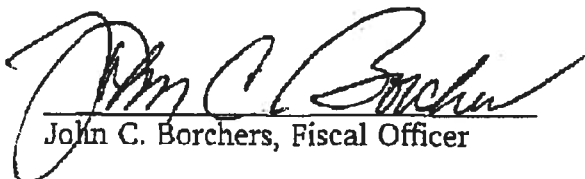
BOARD OF TRUSTEES:


Kenneth Bryant, President

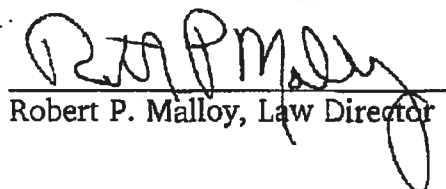

Kathryn P. Wagner, Vice-President


Philip J. Beck, Trustee

ATTEST:


John C. Borchers, Fiscal Officer

APPROVED AS TO FORM:


Robert P. Malloy, Law Director

**SYMMES TOWNSHIP
HAMILTON COUNTY, OHIO**

9323 UNION CEMETERY ROAD
SYMMES TOWNSHIP, OHIO 45140-9386

(513) 683-6644
(513) 683-6626 (Fax)
www.symmestownship.org

Exhibit A-2
↓ Authorizing ORD
HAMILTON COUNTY BOARD OF TRUSTEES
BOARD OF ELECTIONS
2009 JUN -5 AM 10:19

PHILIP J. BECK
KENNETH N. BRYANT
KATHRYN P. WAGNER

FISCAL OFFICER
JOHN C. BORCHERS

ADMINISTRATOR
GERALD L. BECKMAN

RESOLUTION G-0915

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, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INDEPENDENT ENERGY CONSULTANTS, INC. FOR SUCH PURPOSES AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of townships to aggregate the retail electrical loads located in their respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP OF HAMILTON COUNTY AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees 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 the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 4 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the Township.

Symmest Township
EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN – 9 Pages

**SYMMES TOWNSHIP
HAMILTON COUNTY, OHIO**

9323 UNION CEMETERY ROAD
SYMMES TOWNSHIP, OHIO 45140-9386

(513) 683-6644
(513) 683-6626 (Fax)
www.symmestownship.org

**Exhibit A-3. to Adopt Plan
Resolution**

BOARD OF TRUSTEES
PHILIP J. BECK
KENNETH N. BRYANT
JODIE L. LEIS

FISCAL OFFICER
JOHN C. BORCHERS

ADMINISTRATOR
GERALD L. BECKMAN

RESOLUTION G2010-19

**Resolution Adopting 'The Natural Gas
and Electric Aggregation Programs'
Plans of Operation and Governance**

WHEREAS, the voters of Symmes Township have authorized the pursuit of Governmental Aggregation for Natural Gas and Electric Utilities; and

WHEREAS, the plans of operation and governance for natural gas Governmental Aggregation and Electric Governmental Aggregation set forth in general terms the plans for coordinating with residents and utility suppliers.

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

Section 1. The Board of Trustees hereby authorize and approve the plan of operation and governance for natural gas Governmental Aggregation as set forth in attachment one and the plan of operation and governance for Electric Aggregation set forth on attachment two.

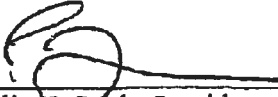
Section 2. This Resolution shall become effective from and after the earliest period allowed by law.

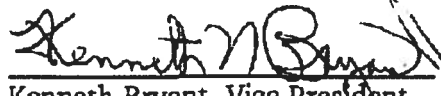
ADOPTED JULY 6, 2010

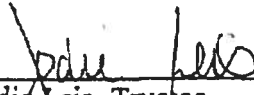
Vote Record: Mr. Beck Aye Mr. Bryant Aye Mrs. Leis Aye

RESOLUTION G2010-19

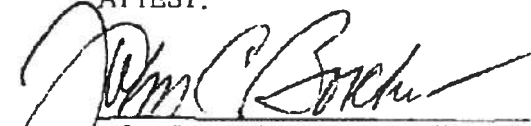
BOARD OF TRUSTEES:


Philip J. Beck, President



Kenneth Bryant, Vice-President


Jodie Leis, Trustee

ATTEST:


John C. Borchers, Fiscal Officer

APPROVED AS TO FORM:


Robert P. Malloy, Law Director

CERTIFICATE OF FISCAL OFFICER

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution G2010-19 adopted by this Board of Symmes Township in regular session the 6th day of July, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Office of the Fiscal Officer of Symmes Township this 6th day of July, 2010.

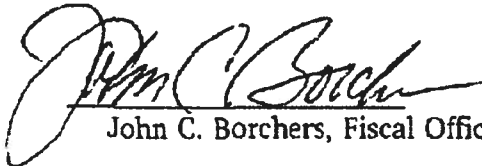

John C. Borchers, Fiscal Officer

EXHIBIT A-3

Affidavit of Publication

Publisher's Fee 1,070.80 Affidavit Charge 10.00

State of Ohio

}

}

} SS.

}

}

Hamilton County

Personally appeared

Janice Colston

Of the The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 2 times, once in each issue as follows:

5/03/10 5/10/10

- ☒ Cincinnati Enquirer
☐ Kentucky Enquirer
☒ Cincinnati.Com

Public Notice: Public Hearing on Symmes Township's Electric Aggregation Program Plan of Operation and Governance

Symmes Township will hold two public hearings on Symmes Township's Electric Aggregation Program Plan of Operation and Governance. The hearings will be held at 8:00 p.m. on May 18, 2010 and at 4:00 p.m. on May 27, 2010, both meetings to be held at the Symmes Township Safety Service Center: 8821 Weekly Lane, Cincinnati, OH 45140.

In November 2008, Symmes Township voters passed Electric Aggregation, which authorized the Township to form a governmental electric aggregation for the purchase of electricity on behalf of Symmes Township residents. Symmes Township shall submit its aggregation Plan of Operation for Electric Aggregation to the Public Utilities Commission pursuant to PUCO Regulation and Ohio law. Symmes Township shall develop an opt-out aggregation program following the procedures set forth in Ohio Revised Code Section 4928.08. Integrys Energy Services, Inc. (Integrys) is the consultant arranging for the retail electric service provider to the aggregate. Subject to the final approval of the Symmes Township Board of Trustees, the Symmes Township Board of Trustees will enter into an Electric Aggregation Supply Agreement with a certified supplier. Pricing for the program may provide a fixed rate, a variable rate, and/or a guaranteed percent savings for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy. The offer is estimated to begin in August or September of 2010.

All eligible customers (Duke Energy customers) to be included in the Township's aggregate will be included unless they opt-out. All customers eligible to be included in the Township's aggregate will receive a separate mailing notifying them of their right to opt-out. The notice will fully explain the rates, terms and conditions and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have 71 days to opt-out of the program free of charge by returning an enclosed post card or calling a toll free telephone number. New customers moving in Symmes Township will be included in the aggregate unless they exercise their right to opt-out of the aggregate. Customers moving within the Township will retain their status at the original rate. Aggregate customers

Janice Colston

AFFIANT

Sworn to before me, this

May 11, 2010

Roberta D. Hyde

Notary Public of Ohio



Roberta D. Hyde
Notary Public, State of Ohio
My Commission Expires 05-19-2013

EXHIBIT A-3
Copy of Plan

SYMMES TOWNSHIP, HAMILTON COUNTY, OHIO

ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For More Information Contact:

Mr. Gerald L. Beckman

Symmes Township Administrator

9323 Union Cemetery Road

Symmes Township, Ohio 45140-9386

513-683-6644

PLAN OF OPERATION AND GOVERNANCE

Electric Governmental Aggregation

Introduction. On November 3, 2009, a majority of the voters in the Township of Symmes, OH, in the County of Hamilton, approved a referendum that authorized Symmes Township (the "Township") to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, the Township approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Township has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

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

Additional Agreements. The Supply Agreement to be negotiated by the Governmental Aggregator for the Aggregation shall be for firm, all-requirements supply. The Government Aggregator and Supplier recognize that the Supply Agreement and the Automatic Aggregation Program Agreement shall contain terms and provisions in addition to those set forth herein. Each Aggregation participant will be individually bound to the Supplier by the terms of the Supply Agreement, and will be solely responsible for payment and performance. The electric supply charges for the Aggregation are included in the Supply Agreement that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price or a variable price. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928.20 (I) will not be charged. Nothing in this Plan nor in the Supply Agreement shall be construed as establishing any obligation by the Government Aggregator to pay for any amounts that may become due by individual participants in the Aggregation.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-21-06 of the Ohio Administrative Code requires 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 already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Township intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 100 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of

the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list maintained under division (c) of section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

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

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

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation without penalty by contacting the Utility within seven (7) business days from the date of the enrollment.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every two (2) years without paying an early termination fee. The Provider shall document all notices in accordance with PUCO Regulations.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates, the Aggregation participants will be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code.

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

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

<u>Natural of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility	1-800-634-4300
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	To be provided
Program Regulatory Questions	Provider Customer Service	To be provided
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within 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 Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained by the Provider 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 that move from one location to another within the Township boundaries and retain the same account number will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Township boundaries and are assigned a new account number may enroll their new account in the Aggregation

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

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

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

In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the 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.)

761571.1

Symmes Township
EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE – “OPT-OUT
FORM” - 5 Pages

Welcome to the Sample City Municipal Aggregation Program.

DO NOT DISCARD:

Important Electric Aggregation
Information Enclosed.

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



July 8, 2016

Dear ,

Sample City has selected Constellation Energy Service, Inc. ("Constellation") as the preferred supplier for its Electric Aggregation Program through <Month> <Year> meter read cycle. The program offers a fixed rate of TBD¢ per kWh for <Date> through <Date> meter reads. The fixed price offered does not include taxes, AEP distribution or other AEP fees, charges or credits.

You're Automatically Enrolled

As an eligible Sample City residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

How To Opt-Out

You don't need to do anything to get this new rate; however, if you decide not to take part in the program, please respond with one of the options below by <Date>:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 888-888-8888
3. **Web:** Visit www.constellation.com/oh-samplecity

To learn more:



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



Call 888-888-8888
24 hours a day, 365 days a year

We look forward to this collaboration.

Sincerely,

Sample City

Bruce Stewart,
Chief Marketing Officer

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Constellation.
An Exelon Company

☐ I do not want to participate in the Sample City Electric Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

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

Sample City, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on <Date> and ordinance establishing the program, selected Constellation NewEnergy, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of <Date> (the "Effective Date").

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, (2) BY CALLING 888-888-8888 OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT www.constellation.com/oh-samplecity NO LATER THAN <Date>.** If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the "Utility") or until you choose an alternative supplier of electric service.

2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio ("PUCO") "do not aggregate" list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in <Date> and shall remain in effect through the <Date> meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer's enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, ("Rescission Period") by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

5. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$TBD per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller's charges.

7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

9. Environmental Disclosure: Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's

website.

10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at 888-888-8888. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. ~~Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.~~



Electric Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

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

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

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

Q: How do I enroll?

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

Q: Who is eligible for the aggregation program?

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

Q: Who is not eligible?

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

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

Q: Does it cost to enroll?

A: No. Constellation does not charge any enrollment or switching fees.

Q: Are the rates fixed or variable?

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

Q: When will I see my new rate?

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

Q: Who will bill me for electricity?

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

Q: Can I still have my payment automatically deducted from my checking account as I do now?

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

Q: Who is responsible for delivery of power to my home or business?

A: Your local utility company will continue to deliver your electricity and will be responsible for maintaining the systems that deliver power to your home or business.

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

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

Q: What if I have already selected another supplier?

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

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

A: No, there is no early termination fee.

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

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/26/2016 10:15:23 AM

in

Case No(s). 10-1008-EL-GAG

Summary: Application Revised renewal application for certification as an Ohio Electric Governmental Aggregator electronically filed by Ms. Amy Garrett on behalf of Symmes Township