



DO NOT DISCARD:
Important Natural Gas Aggregation
Information Enclosed.

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<<MAILCITY(1)>>, <<MAILSTATE(1)>> <<MAILZIP(1)>>

Dear Resident or Small Business:

In November 2011, City of Cincinnati voters authorized the creation of a natural gas aggregation program that allows the City to negotiate natural gas purchases on behalf of residents. Constellation Energy Services Natural Gas, LLC was chosen as the program supplier.

As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by November 16, 2016. Additional details on how to opt-out are available on the back of this letter. Your service is estimated to begin with your December 2016 meter read. This is an estimate only. Your actual start date will depend on both your meter read cycle and when your local utility accepts your enrollment.

How You Benefit

By enrolling in the program you have the following rate options. It's important to note that you may cancel at any time:

You will be enrolled into the Monthly Variable Rate option, which means that your natural gas price will vary monthly based on the New York Mercantile Exchange price for natural gas plus \$0.1163 per ccf. In addition, Constellation will pay an administrative fee of \$0.65 per active account per month to the City of Cincinnati based on customer enrollment. The cost of the administrative fee is included in the customer's rate. At points during the contract, if the City determines that market conditions are favorable, the rate may be converted to a fixed rate. If the rate is fixed at any point, you will receive notification of the rate and the duration of the price lock. To enroll in this option, you do not need to take any action.

Senior Citizen Discount: Residents age 65 or older participating in the aggregation program will receive a discount of \$0.01 per ccf off the Monthly Variable Rate or any applicable fixed rate.

To participate in this option, you must call (844) 830-3336.

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

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

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope by December 5, 2016.

NOTIFICATION OF INTENT TO OPT-OUT

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

This notification is in regard to service at this address:



ENROLLMENT NOTICE

November 14, 2016

Important things to remember

- Call **(844) 830-3336** if you have any questions. Representatives are available 24 hours a day, 7 days a week.
- If you do nothing, you will automatically be enrolled in the aggregation program.
- Billing and utility service will not change. Duke Energy – Ohio will continue to send monthly bills, respond to outages, and deliver your natural gas.
- No one from the City of Cincinnati will come to your door to ask you to switch to a new supplier. Anyone who does is not with the aggregation program.

Name _____

Address _____

City/State/Zip _____



Program Savings

Since January, participants in the Cincinnati natural gas aggregation program have realized a total savings over \$1,618,000 when compared to Duke basic gas rate! This is money saved on utility bills that stays in your pocket and here in Cincinnati.

Billing / Service Delivery Unchanged

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

Tax Exempt Customers

Tax exempt customers should send their most recent tax exempt certificate on or before December 5, 2016 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (443) 213-6120.

Be sure to note “City of Cincinnati Aggregation Program” and your utility account number on the certificate. Constellation will not charge sales tax beginning with the date the certificate is received.

Enrollment Information

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

How to Opt-Out

If you do not wish to participate, you must opt-out no later than December 5, 2016 by any one of the following methods:

- Detach and return the Notification of Intent to Opt-Out in the envelope provided (postmarked by the above date),
- Call Constellation toll-free at (844) 830-3336,
- Or opt-out online at www.constellation.com/oh-cincinnati.

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

If you have questions, please refer to the Frequently Asked Questions on our website at www.constellation.com/oh-cincinnati or contact Constellation toll-free at (844) 830-3336.

Customer service representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation Energy Services - Natural Gas, LLC

Enclosure: Program Terms and Conditions (See Section 1 for a further explanation of eligibility); Informational sheet re: energy efficiency and renewable energy programs.

The rate provided will not include taxes, Duke distribution or other Duke fees, charges or credits. If you are already enrolled with another natural gas supplier, a cancellation fee may apply to end your agreement with that supplier. The General Terms and Conditions govern your participation in the Program. If you have additional questions about this offer, contact Constellation. Ohio Supplier License #10-186G(4).

OPT-OUT NOTICE - TERMS AND CONDITIONS

The City of Cincinnati pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on November 8, 2011, selected Constellation Energy Services – Natural Gas, LLC (“Seller”) to supply the aggregation and to administer enrollments as described below. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DECEMBER 5, 2016, BY GOING ON-LINE AT WWW.CONSTELLATION.COM/OH-CINCINNATI, OR BY CALLING OUR TOLL FREE NUMBER (844) 830-3336 BY DECEMBER 5, 2016.** You, the account holder (also referred to as “Buyer”) for the account referenced on the letter accompanying this Opt-Out Notice (the “Account”), and Seller agree to the following terms and conditions (the “Agreement”).

1. Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DECEMBER 5, 2016 BY GOING ONLINE AT WWW.CONSTELLATION.COM/OH-CINCINNATI, OR BY CALLING OUR TOLL FREE NUMBER (844) 830-3336 BY DECEMBER 5, 2016.**

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

2. Delivery Period: Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the September 2017 meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

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

4. Price: The Price will be a Monthly Variable Rate which is calculated based upon the Market Price as determined upon settlement on the 24th day of the month or prior business day if that date falls on a weekend or holiday, plus a Delivery Adder of \$0.1163/ccf. The Monthly Variable Rate may change monthly based on current Market prices. Your community and Seller may establish a fixed price at which time Seller will provide Buyer with notice, including the period of time within the Delivery Period during which the fixed price applies.

The “Market Price” means the Henry Hub natural gas futures contract price for the relevant period as published by the New York Mercantile Exchange (“NYMEX”). The “Market Settlement” price is the Market Price at settlement for the relevant month as determined by NYMEX.

Senior Citizen Discount: Residents age 65 or older participating in the aggregation program will receive a discount of \$0.01 per ccf if they contact Constellation Energy Services – Natural Gas, LLC at (844) 830-3336. To confirm your status as a senior citizen for the purposes of this program, you must attest that you are at least sixty-five (65) years old at the time of the call. Seller reserves the right to validate your status as a senior citizen. The discount may take one (1) or more billing cycles before it appears on your bill. Seller is not liable for any delay between your request for the senior citizen discount and it actually appearing on your bill and such discount will not be applied retroactively.

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge you separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges. If (a) third-party intermediary is involved in this transaction, (b) the Broker Fee has been included in the price, and (c) such rules require the Broker Fee to be disclosed, then the Broker Fee shall be that identified below (subject to the terms of any agreement between Seller and the third party intermediary). An administrative fee of \$0.65 per active account per month based on customer enrollment will be paid to the City of Cincinnati. The cost of the administrative fee is included in the customer's rate.

Broker Fee (if applicable): ☒ Broker Fee is \$0.004 per ccf ☐ Broker Fee is a percentage of Seller's contract margin

5. **Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before SEPTEMBER 14, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (443) 213-6120. Be sure to note The City of Cincinnati Aggregation Program and your utility account number on the certificate. Constellation Energy Services – Natural Gas, LLC will not charge sales tax starting with the date the certificate is received.

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

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

8. **Limitations:** All natural gas sold hereunder is provided "as is", and seller expressly disclaims all other warranties, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for particular purpose. In no event will either party be liable under this agreement, whether in agreement, in tort (including negligence and strict liability), or otherwise, for incidental, consequential, special, or punitive damages.

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

10. **Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at **(844) 830-3336**, by visiting www.constellation.com; or (ii) by writing us at 1716 Lawrence Drive, De Pere, WI 54115. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.occ.ohio.gov/>.

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

city of
CINCINNATI
Renewable Energy and
Energy Efficiency
Programs



1

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This foregoing document was electronically filed with the Public Utilities

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Case No(s). 12-0670-GA-GAG

Summary: Opt-Out Notice Revised electronically filed by Ms. Amy Garrett on behalf of City of Cincinnati