



Public Utilities Commission

PUCO USE ONLY -- Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		15 - 0867 - GA-GAG

41

RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

SECTION A - APPLICANT INFORMATION

A-1 Renewal Applicant information:

Legal Name Village of Golf Manor
Address 6450 Wiehe Road, Cincinnati, Ohio 45237
Telephone No. 513-531-7418 Web site address www.golfmanoroh.gov
Current PUCO Certificate Number 15-442G(1) Effective Dates 6/1/15 - 6/1/17

A-2 Contact person for regulatory or emergency matters:

Name Ron Hirth Title Mayor
Business Address 6450 Wiehe Road, Cincinnati, Ohio 45237
Telephone No. 513-531-7418 Fax No. 513-531-4404 Email Address r.hirth@golfmanoroh.gov

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

Name Amy Garrett Title Senior Program Manager
Business address 355 E. Campus View Blvd., Suite 150, Columbus, Ohio 43235
Telephone No. 614-844-4307 Fax No. 614-844-4305 Email Address amy.garrett@constellation.com

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

Customer service address 355 E. Campus View Blvd., Suite 150, Columbus, Ohio 43235
Toll-Free Telephone No. 844-290-8486 Fax No. 614-844-4305 Email Address amy.garrett@constellation.com

(Ohio Natural Gas Governmental Aggregator Renewal) Page 1 of 3

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

Brian Gilligan Village Administrator

Sworn and subscribed before me this

25th

day of

April

Month

2017

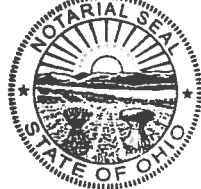
Year

Dorthea Powell

Signature of official administering oath

Dorthea Powell, Clerk

Print Name and Title



My commission expires on
Dorthea Powell
Notary Public, State of Ohio
My Commission Expires 06-07-2017

6/7/17



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Village of Golf Manor)

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

Case No. 15-0867 -GA-GAG

County of
State of

Hamilton

Ohio

Brian Gilligan

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

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

Affiant Signature & Title

Brian Gilligan Administrator

Sworn and subscribed before me this 25th day of April Month 2017 Year

Dorthea Powell

Signature of Notary Public Administering Oath

Dorthea Powell

Print Name and Title



Dorthea Powell
Notary Public, State of Ohio
My Commission Expires 06-07-2017

My commission expires on

6/7/17

(Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3

VILLAGE OF GOLF MANOR

EXHIBIT B-1

AUTHORIZING ORDINANCE

Authorizing Ordinance – 3 Pages

Certificate of Election Results - 1 Page

HAMILTON COUNTY
BOARD OF COMMISSIONERS
2014 AUG -1 AM 11:27

ORDINANCE NO. 2014 - 8

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL NATURAL GAS VILLAGE AGGREGATION PROGRAM
WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO
REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF
ELECTION TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND
DECLARING AN EMERGENCY**

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4929.26 of the Ohio Revised Code, subject to opt-out provisions, competitive natural gas service for the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural gas loads; and

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

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

WHEREAS, the Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the Village of Golf Manor and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Golf Manor, State of Ohio:

SECTION I.

This Council finds and determines that it is in the best interest of the Village of Golf Manor, its residents, businesses and other natural gas consumers located within the corporate limits of Golf Manor, Ohio to establish the Aggregation Program in the Village of Golf Manor. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village of Golf Manor pursuant to Section 2 of this Ordinance, the Village of Golf Manor is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within Golf Manor, Ohio, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The Village of Golf Manor may exercise such authority

jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION II.

The Board of Elections of Hamilton County, Ohio is hereby directed to submit the following question to the electors of the Village of Golf Manor at the general election on November 4, 2014.

“Shall the Village of Golf Manor have the authority to aggregate the retail natural gas loads located in the Village of Golf Manor, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?”

The Village Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the Hamilton County Board of Elections not less than ninety (90) days prior to November 4, 2014. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4929.26 of the Ohio Revised Code.

SECTION III.

Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council 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 Village of Golf Manor. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the natural gas load of any natural gas load center within the Village of Golf Manor 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 three 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 by the electric service company providing distribution service for the person's retail natural gas load until the person chooses an alternative supplier.

SECTION IV.

The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION V.


This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of the Village of Golf Manor. The reason for the emergency is to make a timely filing with the Hamilton County Board of Elections for placement on the ballot at the November 4, 2014 general election.

PASSED this 14th day of July, 2014.



Mayor Alan D. Zaffiro

ATTEST:



Gregory Doering, Clerk-Treasurer

APPROVED AS TO FORM:



Robert T. Butler, Solicitor

Cumulative Report — Official

Hamilton County, OH — General Election Official Amended — November 04, 2014

Page 16 of 20

11/25/2014 12:13 PM

Total Number of Voters : 246,075 of 545,134 = 45.14%

Precincts Reporting 555 of 555 = 100.00%

Party	Candidate	Early	Election	Total
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21 PROPOSED ELECTRIC AGGREGATION VILLAGE OF GOLF MANOR, Vote For 1

YES	125	60.39%	521	69.65%	646	67.64%
NO	82	39.61%	227	30.35%	309	32.36%

Cast Votes: 207 92.41% 748 93.85% 955 93.54%

Over Votes: 0 0.00% 0 0.00% 0 0.00%

Under Votes: 17 7.59% 49 6.15% 66 6.46%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,021	2,550	40.04%

22 PROPOSED NATURAL GAS AGGREGATION VILLAGE OF GOLF MANOR, Vote For 1

YES	124	60.78%	508	68.37%	632	66.74%
NO	80	39.22%	235	31.63%	315	33.26%

Cast Votes: 204 91.07% 743 93.22% 947 92.75%

Over Votes: 0 0.00% 0 0.00% 0 0.00%

Under Votes: 20 8.93% 54 6.78% 74 7.25%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	1,021	2,550	40.04%

23 PROPOSED TAX LEVY (RENEWAL) VILLAGE OF GREENHILLS, Vote For 1

FOR THE TAX LEVY	185	81.14%	833	73.65%	1,018	74.91%
AGAINST THE TAX LEVY	43	18.86%	298	26.35%	341	25.09%

Cast Votes: 228 98.56% 1,131 98.35% 1,359 98.55%

Over Votes: 0 0.00% 0 0.00% 0 0.00%

Under Votes: 1 0.44% 19 1.65% 20 1.45%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	1,379	2,470	55.83%

VILLAGE OF GOLF MANOR

EXHIBIT B-2

OPERATION AND GOVERNANCE PLAN

Resolution to Adopt Plan of Operation and Governance – 1 Page

Affidavit of Publication – 1 Page

Plan of Operation and Governance – 5 Pages

RESOLUTION NO. 2015-10

**A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE
FOR NATURAL GAS GOVERNMENTAL AGGREGATION**

WHEREAS, the Village Council for Golf Manor, Hamilton County, Ohio ("Council") desires to adopt a Plan of Operation and Governance for purposes of Natural Gas Governmental Aggregation; and

WHEREAS, the Council has determined this Resolution is in the best interest of the Village's residents, promotes the general welfare of said citizenry;

NOW THEREFORE, BE IT ORDAINED by the Village Council of Golf Manor, Ohio, as follows:

SECTION I. The Village Council of Golf Manor, Ohio adopts and approves a Plan of Operations and Governance as regards Natural Gas Governmental Aggregation as attached hereto (see Exhibit A).

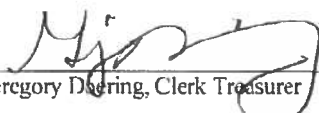
SECTION II. All prior Resolutions and Ordinances and parts of Resolutions and Ordinances which conflict with the provisions of this resolution are hereby repealed to the extent that they are in conflict herewith.

SECTION III. The Resolution shall take effect and be in force immediately upon its passage.

PASSED this 27th day of April, 2015.


Mayor Alan D. Zaffiro

ATTEST:


Gregory Dearing, Clerk Treasurer

APPROVED AS TO FORM:


Robert T. Butler, Solicitor

Affidavit of Publication

Publisher's Fee 425.36 Affidavit Charge 10.00

State of Ohio

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} SS.

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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 1 times, once in each issue as follows:

3/06/15

- ☒ Cincinnati Enquirer
- ☐ Kentucky Enquirer
- ☒ Cincinnati.Com

Janice Colston

AFFIANT
Sworn to before me, this

3/6/15

Jenny M. Eilermann
Notary Public of Ohio



Jenny M. Eilermann
Notary Public, State of Ohio
My Commission Expires 05-16-2017

LEGAL NOTICE

The Council of The Village of Golf Manor will be holding a Public hearing on Wednesday March 26, 2015 at 3:00 p.m. in the Village Hall at 6450 Wiehe Road Golf Manor, Ohio 45237. Also a second Public Hearing will be held on Wednesday March 26, 2015 at 6:00 p.m. in the Village Hall at 6450 Wiehe Road Golf Manor, Ohio 45237.

These hearings is for the

GAS AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE

The voters of the Village of Golf Manor passed a ballot, which authorized the Village to form a Governmental electric Aggregation program for the purchase of gas on behalf of the residents of the Village of Golf. The Village of Golf Manor shall adopt its Plan of Operation and Governance pursuant to sections 4929.20 of the Ohio Revised Code and develop an opt-out aggregation program following the procedures set forth in the Ohio Revised Code Section 4928.20. The Plan of Operation and Governance will describe services provided, professional assistance used, determination of rates, opt-out procedures, customer billing procedures, credits procedures and customer account enrollment/termination procedures. All eligible customers who receive gas supply service from Duke Energy Ohio will be included in the Village of Golf Manor aggregation program. If an acceptable electric supply offer is received, eligible customers will receive a mailing notifying them of the program rates, terms and conditions and their right to opt-out.

1838805

VILLAGE OF GOLF MANOR, OHIO

NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

FOR MORE INFORMATION CONTACT:

Village of Golf Manor
6450 Wiehe Road
Golf Manor, OH 45237
513-531-7418

**VILLAGE OF GOLF MANOR
PLAN OF OPERATION AND GOVERNANCE
Natural Gas Governmental Aggregation**

Introduction. On November 4, 2014 a majority of the voters in the Village of Golf Manor, OH approved a referendum that authorized the Village of Golf Manor ("the Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the Village approved this Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of arranging for the purchase of natural gas supply in Ohio's competitive retail natural gas market.

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

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

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

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

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

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

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

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

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

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	Duke Energy	1-800-634-4300
Service turn on/off	Duke Energy	1-800-544-6900
Billing Disputes	Duke Energy	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	1-844-290-8486
Program Regulatory Questions	Supplier Customer Service	1-844-290-8486
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Village within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the 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, or the PUCO staff, as applicable. 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 of a complaint may be requested in writing by the customer or the PUCO staff. Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested. Customers are informed in a contract disclosure of the following procedures of handling complaints and disputes: *"Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at [Seller's toll free number here], by visiting [www.\[Seller's web address here\]](http://www.[Seller's web address here]); or (ii) by writing us at [Seller's mailing address here]. 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 1-800-686-7826 (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 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."*

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

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

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

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

VILLAGE OF GOLF MANOR

EXHIBIT B-3

Automatic Aggregation Disclosure Notification – 4 pages



ENROLLMENT NOTICE

May X, 2015

Customer Name
Mailing Address1
Mailing Address 2
City State Zipcode

Account No.: XXXXXXXXXX

Dear Resident or Small Business:

In November 2014, Village of Golf Manor voters authorized the creation of a natural gas aggregation program. Your community selected Constellation Energy Services – Natural Gas, LLC (formerly Integrys Energy Services) as the program supplier. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by May XX, 2015.

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

How You Benefit

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

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

Option 2: You can choose a monthly variable rate. To participate in this option, you must call us at (844) 290-8486.

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

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

continued on back...

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

NOTIFICATION OF INTENT TO OPT-OUT

☐ I do not wish to be part of the Village of Golf Manor Natural Gas Aggregation program.

By returning this card, I am officially opting-out of this program.



This notification is in regard to service at this address:

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

Barcode Window

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

Billing / Service Delivery Unchanged

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from 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 May XX, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (920) 272-4244. Be sure to note “Village of Golf Manor Aggregation Program” 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 May XX, 2015 by any one of the following methods:

- Detach and return the opt out card in the envelope provided (postmarked by the above date),
- Call Constellation toll-free at (844) 290-8486,
- Or opt out online at www.integrityenergy.com/oh-golfmanor.

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.integrityenergy.com/oh-golfmanor or contact Constellation toll-free at (844) 290-8486. 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).



Village of Golf Manor
Natural Gas Aggregation Program

OPT OUT NOTICE - TERMS AND CONDITIONS

The Village of Golf Manor pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on November 4, 2014, 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 JULY XX, 2015, BY GOING ON-LINE AT WWW.INTEGRYSENERGY.COM/OH-GOLFMANOR, OR BY CALLING OUR TOLL FREE NUMBER (844) 290-8486 BY JULY XX, 2015.** You, the account holder (also referred to as “Buyer”) for the account referenced on the letter accompanying this Opt Out Notice (the “Account”), and Seller agree to the following terms and conditions (the “Agreement”).

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

Eligibility: To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Village of Golf Manor 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 Village of Golf Manor 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 July 201X meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

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

4. Price: Initially, the price for the Locked-In Price with Flex Down OpportunitySM Rate will vary monthly with no price cap. The Locked-In Price with Flex Down OpportunitySM Rate will be calculated based on a formula including a Delivery Adder as calculated by Seller and the “Market Settlement” price defined below. The Delivery Adder is based upon several factors, including, but not limited to: the monthly market price for transportation to the point of delivery, shrinkage, Btu adjustment and pooling fees. When the Village of Golf Manor Village Council and Seller establish a price cap for the Locked-In Price with Flex Down OpportunitySM Rate, Seller will provide Buyer with notice, including the period of time within the Delivery Period during which the rate applies. However, if you contact Seller by calling our toll-free telephone number, (844) 290-8486, you can request the Monthly Variable Rate for the entire Delivery Period. Both rates may change monthly based on current Market prices.

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

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

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

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges

that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge You separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges. If (a) third party intermediary is involved in this transaction, (b) the Broker Fee has been included in the price, and (c) such rules require the Broker Fee to be disclosed, then the Broker Fee shall be that identified below (subject to the terms of any agreement between Seller and the third party intermediary). 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.

Broker Fee (if applicable): ☐ Broker Fee is \$0.02 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 JULY XX, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (920) 272-4244. Be sure to note The Village of Golf Manor Aggregation Program 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 (888) 367-4493, by visiting www.constellation.com; or (ii) by writing us at 355 E. Campus View Blvd., Suite 150, Columbus OH 43235. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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.

VILLAGE OF GOLF MANOR

EXHIBIT B-4

OPT OUT NOTICE – 4 pages



ENROLLMENT NOTICE

May X, 2015

Customer Name
Mailing Address1
Mailing Address 2
City State Zipcode

Account No.: XXXXXXXXXX

Dear Resident or Small Business:

In November 2014, Village of Golf Manor voters authorized the creation of a natural gas aggregation program. Your community selected Constellation Energy Services – Natural Gas, LLC (formerly Integrys Energy Services) as the program supplier. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by May XX, 2015.

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

How You Benefit

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

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

Option 2: You can choose a monthly variable rate. To participate in this option, you must call us at (844) 290-8486.

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

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

continued on back...

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

NOTIFICATION OF INTENT TO OPT-OUT

☐ I do not wish to be part of the Village of Golf Manor Natural Gas Aggregation program.

By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

Service Address
Name _____ Customer Name
Address _____ Mailing Address
City/State/Zip _____ City State Zipcode

Barcode Window



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

Billing / Service Delivery Unchanged

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from 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 May XX, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (920) 272-4244. Be sure to note "Village of Golf Manor Aggregation Program" 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 May XX, 2015 by any one of the following methods:

- Detach and return the opt out card in the envelope provided (postmarked by the above date),
- Call Constellation toll-free at (844) 290-8486,
- Or opt out online at www.integrysenergy.com/oh-golfmanor.

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.integrysenergy.com/oh-golfmanor or contact Constellation toll-free at (844) 290-8486. Customer service representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation Energy Services - Natural Gas, LLC

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

OPT OUT NOTICE - TERMS AND CONDITIONS

The Village of Golf Manor pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on November 4, 2014, 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 JULY XX, 2015, BY GOING ON-LINE AT WWW.INTEGRYSENERGY.COM/OH-GOLFMANOR, OR BY CALLING OUR TOLL FREE NUMBER (844) 290-8486 BY JULY XX, 2015.** You, the account holder (also referred to as “Buyer”) for the account referenced on the letter accompanying this Opt Out Notice (the “Account”), and Seller agree to the following terms and conditions (the “Agreement”).

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

Eligibility: To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Village of Golf Manor 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 Village of Golf Manor 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 July 201X meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

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

4. Price: Initially, the price for the Locked-In Price with Flex Down OpportunitySM Rate will vary monthly with no price cap. The Locked-In Price with Flex Down OpportunitySM Rate will be calculated based on a formula including a Delivery Adder as calculated by Seller and the “Market Settlement” price defined below. The Delivery Adder is based upon several factors, including, but not limited to: the monthly market price for transportation to the point of delivery, shrinkage, Btu adjustment and pooling fees. When the Village of Golf Manor Village Council and Seller establish a price cap for the Locked-In Price with Flex Down OpportunitySM Rate, Seller will provide Buyer with notice, including the period of time within the Delivery Period during which the rate applies. However, if you contact Seller by calling our toll-free telephone number, (844) 290-8486, you can request the Monthly Variable Rate for the entire Delivery Period. Both rates may change monthly based on current Market prices.

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

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

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

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges

that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge You separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges. If (a) third party intermediary is involved in this transaction, (b) the Broker Fee has been included in the price, and (c) such rules require the Broker Fee to be disclosed, then the Broker Fee shall be that identified below (subject to the terms of any agreement between Seller and the third party intermediary). 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.

Broker Fee (if applicable): ☐ Broker Fee is \$0.02 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 JULY XX, 2015 to: Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to (920) 272-4244. Be sure to note The Village of Golf Manor Aggregation Program 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 (888) 367-4493, by visiting www.constellation.com; or (ii) by writing us at 355 E. Campus View Blvd., Suite 150, Columbus OH 43235. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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.

VILLAGE OF GOLF MANOR

EXHIBIT B-5

EXPERIENCE – 1 page

Exhibit B-5 "Experience"

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

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

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

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/1/2017 8:42:06 AM

in

Case No(s). 15-0867-GA-GAG

Summary: Application Renewal application for certification as a Natural Gas Governmental Aggregator electronically filed by Ms. Amy Garrett on behalf of Golf Manor