



# Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		09 - 0538 - GA-GAG

## 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      City of Wyoming  
Address      800 Oak Avenue, Wyoming, OH 45215  
Telephone No.      513-842-1382      Web site address      www.wyoming.oh.us  
Current PUCO Certificate Number      09-156G (4)      Effective Dates      7/29/15 - 7/29/17

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

Name      Lynn Tetley      Title      City Manager  
Business Address      800 Oak Avenue, Wyoming, OH 45215  
Telephone No.      513-842-1382      Fax No.           Email Address      ltetley@wyoming.com

#### 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

## 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

*Joel C. Bell, Finance Director*

Sworn and subscribed before me this *16<sup>th</sup>* day of *June* Month *2017* Year

*Debra L. Martin*

Signature of official administering oath

*Debra L. Martin, Notary Public*

Print Name and Title

My commission expires on

*4-5-19*

**Debra L. Martin**  
**Notary Public - State of Ohio**  
**My Commission Expires April 5, 2019**



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

City of Wyoming )

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

Case No. 09-0538 -GA-GAG

County of Hamilton  
State of Ohio

[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

Debra L. Martin, Finance Director

Sworn and subscribed before me this

16<sup>th</sup>

day of

June

Month

2017

Year

Debra L. Martin

Signature of Official Administering Oath

Debra L. Martin, Notary Public

Print Name and Title

My commission expires on

4-5-19

Debra L. Martin

Notary Public - State of Ohio

(Ohio Natural Gas Governmental Aggregation Renewal) Page 3 of 3  
My Commission Expires April 5, 2019

**CITY OF WYOMING – HAMILTON COUNTY**  
**EXHIBIT B-1**

AUTHORIZING ORDINANCE – 2 PAGES  
CERTIFICATE OF ELECTION RESULTS – 1 PAGE

ORDINANCE NO. 22 -2016

**ORDINANCE ADOPTING A MODIFIED PLAN OF OPERATION AND  
GOVERNANCE FOR NATURAL GAS GOVERNMENTAL  
AGGREGATION AND DECLARING AN EMERGENCY**

**WHEREAS**, in August of 2008, the Wyoming City Council authorized the Hamilton County Board of Elections to submit the question of whether retail natural gas loads could be aggregated in the City of Wyoming; and

**WHEREAS**, the question of natural gas aggregation was submitted to the electors of the City of Wyoming on November 4, 2008 and approved; and

**WHEREAS**, thereafter, on June 15, 2009, in Ordinance No. 12-2009, the Council adopted a Plan of Operation and Governance ("the Plan") in accordance with R.C. 4929.2(C); and

**WHEREAS**, the Plan needs to be modified to reflect necessary revisions in pricing methodologies; and

**WHEREAS**, Section 4901:1-28-03 (D) of the Ohio Administrative Code provides for the non-material modification of the Plan without notice to the Members of the Aggregation;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WYOMING, HAMILTON COUNTY, OHIO:**

**Section 1.** That the Wyoming City Council hereby modifies its prior Plan of Operation and Governance to incorporate these necessary changes. The modified Plan of Operation and Governance is attached hereto and incorporated herein by this reference.

**Section 2.** That all prior ordinances and parts of ordinances which conflict with the provisions of this Ordinance are hereby repealed to the extent that they are in conflict herewith.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in such formal action were in meetings open to the public in compliance with the law.

**Section 3.** This Ordinance is hereby determined to be an emergency measure necessary to preserve the health, safety, and general welfare of the City of Wyoming. The reason for said emergency is the immediate need to optimize rates available for residents. Therefore, this Ordinance shall take effect immediately upon its passage by the affirmative vote of five of the seven members elected to Council in accordance with the Charter of the City of Wyoming, Ohio.

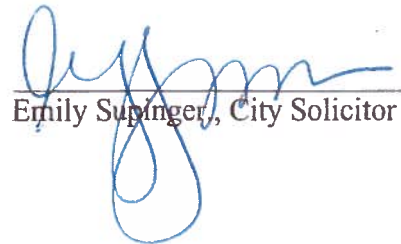
PASSED IN THE COUNCIL CHAMBERS OF THE CITY OF WYOMING,  
OHIO, THIS 12<sup>th</sup> DAY OF DECEMBER, 2016.

  
\_\_\_\_\_  
Barry S. Porter, Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Emily Supinger, City Solicitor

Form No. 131 Prescribed by Secretary of State, Nov. 9-61

Cuyahoga Legal Blank, Inc., Form No. 61361

**CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 5201.11

State of Ohio

County of HamiltonThe Board of Elections of Hamilton County herebycertifies that at the election held in City of Wyomingin said county on November 4th, 2008 the

vote cast on the following issue was as follows:

Issue: Shall the City of Wyoming, have the authority to aggregate the retail natural gas loads located in the City of Wyoming, and 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?

Votes thirty nine hundred forty eight  
(For, yes, or—no on ballot)

3,948(Number)

Votes eight hundred fifty four  
(No, reject, or—no on ballot)

854(Number)

Total votes cast on issue: forty eight hundred and two

4,802(Number)Witness our official signatures at Cincinnati, Ohio in

said county, this 25th day of November, 2008  
(Date)

Chairman

*[Signature]*  
*[Signature]*  
 Charles H. Frank  
 V. Daniel Hartford

Attest: Kathy Dwyer  
 Clerk

*Attn: Debbie Marlin*  
*City of Wyoming*

BOARD OF ELECTIONS

HamiltonCounty Ohio

**CITY OF WYOMING – HAMILTON COUNTY**

**EXHIBIT B-2**

**OPERATION AND GOVERNANCE PLAN**

**RESOLUTION TO ADOPT PLAN OF OPERATIONS & GOVERNANCE – 3 PAGES**

**PLAN OF OPERATIONS AND GOVERNANCE – 4 Pages**



EXHIBIT B-2  
OPERATION & GOVERNANCE  
PLAN

ORDINANCE NO. 12 -2009

**ORDINANCE ADOPTING THE PLAN OF OPERATION  
AND GOVERNANCE FOR THE NATURAL GAS AGGREGATION  
PROGRAM FOR THE CITY OF WYOMING  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Wyoming and the electors of this City have authorized establishing an opt-out natural gas aggregation program for the residents and other natural gas consumers in the City all pursuant to Section 4929.26, Ohio Revised Code, as permitted by law; and

**WHEREAS**, the City of Wyoming has held two public hearings on and developed a Plan of Operation and Governance for the aggregation program.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WYOMING, HAMILTON COUNTY, OHIO:**

**Section 1.** The City Council of the City of Wyoming ("Council") finds and determines that the City of Wyoming has developed this Natural Gas Aggregation Program Plan of Operation and Governance in accordance with the governmental aggregation provisions of Amended House Bill 9 as provided in Sections 4901 and 4929.26 of the Ohio Revised Code for formation and Operation of Natural Gas Governmental Aggregations and hereby adopts, the Plan of Operation and Governance (attached hereto).

**Section 2.** The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and that all deliberations of this Council and any committees that results in those formal actions were in meetings open to the public in compliance with the law.

**Section 3.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the residents of the City of Wyoming and for further reason this Ordinance is required to be immediately effective in order to maximize the potential benefit of natural gas deregulation through the Natural Gas Program and the Ordinance shall take effect immediately upon its passage by the affirmative vote of five of the seven members elected to Council in accordance with the Charter of the City of Wyoming, Ohio.

STATE OF OHIO

COUNTY OF HAMILTON

} SS:

I, Clerk of Council of the City of Wyoming, Ohio, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be set, do hereby certify that the foregoing is taken and copies from the original Ordinance now on file, that the foregoing has been compared by me with said original document and that the same is a true and correct copy thereof.

WITNESS my signature this 15<sup>th</sup> day of JUNE, 2009.

Patricia A. Colvin  
Clerk of Council

1892014\_1.DOC

# Affidavit of Publication

Publisher's Fee 1,138.80 Affidavit Charge 10.00

State of Ohio

}

}

} SS.

}

Hamilton County

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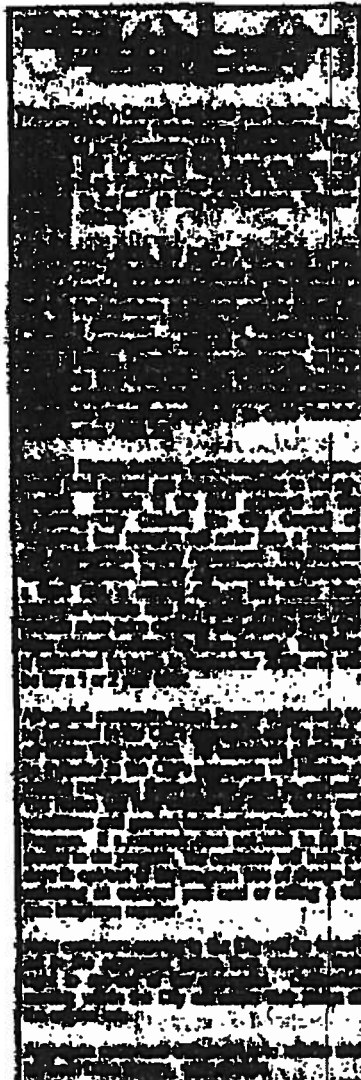
Rose Marie Wendling

Personally appeared

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:

4/27/09 5/04/09

- ☒ Cincinnati Enquirer  
☐ Kentucky Enquirer  
☒ Cincinnati.Com



*Rose Marie Wendling*

AFFIANT

Sworn to before me, this

*5/2/09*

*Crystal Williams*

Notary Public of Ohio



**CRYSTAL WILLIAMS**  
Notary Public, State of Ohio  
My Commission Expires  
August 9, 2012

**CITY OF WYOMING, OHIO**

**NATURAL GAS AGGREGATION PROGRAM**

**PLAN OF OPERATION AND GOVERNANCE**

**FOR MORE INFORMATION CONTACT:**  
**City of Wyoming**  
**800 Oak Avenue**  
**Wyoming, OH 45215**  
**513-821-7600**

## **PLAN OF OPERATION AND GOVERNANCE**

### **Natural Gas Governmental Aggregation**

**Introduction.** In November 2008, a majority of the voters in the City of Wyoming, OH approved a referendum that authorized the City of Wyoming ("the City") to pursue Automatic Governmental Aggregation. After the City held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the City approved a Plan of Operation and Governance, proposed to be replaced with this revised Plan of Operations and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. As a certified Governmental Aggregator, the City is 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 City, 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 City and that an area within the City 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 City 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	TBD
Program Regulatory Questions	Supplier Customer Service	TBD
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 City 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.\[Seller's web address here\]](#); 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 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 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."*

**Moving within the City.** Aggregation participants who move from one location to another within the corporate limits of the City 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 City 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 City, the participant should contact the Supplier to be re-enrolled.

**Moving outside of the City.** Aggregation participants who move out of the City 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 City'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 City 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.)

**CITY OF WYOMING – HAMILTON COUNTY**  
**EXHIBIT B-3 and B-4**  
**AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION/OPT-OUT NOTICE**

**OPT OUT LETTER, TERMS & CONDITIONS AND FAQs– 5 PAGES**





**Constellation.**

An Exelon Company

Selected Natural Gas Supplier

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

Dear <First Name> <Last Name>,

The Sample City has selected Constellation Energy Services – Natural Gas, LLC ("Constellation") as the preferred supplier for its Natural Gas Governmental Aggregation Program in 2016. The program is a two-year program that offers a fixed rate of **\$X.XX per Mcf** for the first term of Month 2016 through Month 2017 billing cycles. Before the end of your Month 2017 billing period, your community will determine your rate for the next term of the program.

### 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 FAQs.

### How To Opt-Out

You don't need to do anything to get this low rate. However, if you decide not to take part in the program, we must receive your response in one of two ways by **Month X, 2016** as described below.

**1. Mail:** Return the completed form below to:

ATTN Ohio Natural Gas Program  
Constellation  
P.O. Box 4911  
Houston, TX 77210-4911

**2. Phone:** Call Constellation at 1-844-XXX-XXXX

Sincerely,

Sample City Local Officials

Bruce Stewart, Chief Marketing Officer  
Constellation

### Welcome to the Sample City Natural Gas Governmental Aggregation Program.

**This notification is in regards  
to your natural gas service at:**

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

### Here's how you benefit.

- You receive a natural gas, rate of **\$X.XX/Mcf** for your Month 2016 through Month 2017 billing cycles.
- You still receive one bill from Columbia Gas of Ohio (COH). It now includes Constellation's natural gas charge.
- You will continue to contact COH for emergency or maintenance issues.
- Budget billing and automatic payment options are still available from COH.

### To learn more:



**Call 1-844-xxx-xxxx**

The rate provided will NOT include taxes or local utility charges. 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. **Please do not contact the city. If you have additional questions about this offer, contact Constellation.**  
Ohio Supplier License #02 021G(6)



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



**Constellation.**  
An Exelon Company

☐

**I do not want to participate in the Sample City Natural Gas Governmental Aggregation Program.**

Phone Number

☐ Cell ☐ Work ☐ Home

**Service Address:**

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

<Code>

Opt-Out Code

COH Account Number

Signature

Date

Aggregation MASS MAIL (OPT-OUT) 01-19-16

## GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

**1. Purchase and Sale of Natural Gas.** If you do not "opt-out" by Month X, 2016 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

**2. Term.** This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of Month 2016 (Month 2016 billing cycle). We will supply your Account(s) through the month of Month 2018 (Month 2018 billing cycle). If the Sample City, OH Natural Gas Pricing Program continues beyond Month 2018 with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new Sample City, OH Natural Gas Pricing Program, notice of your right to opt-out of the Sample City, OH Natural Gas Pricing Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no earlier than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of Sample City, OH Natural Gas Pricing Program at least every two years from the Start Date of the Sample City, OH Natural Gas Pricing Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

**3. Sample City, OH Natural Gas Pricing Program.** Through Month 2017 (Month 2017 billing cycle), your price will be a fixed rate of \$X.XX per Mcf. For the remainder of the term of this Agreement, your price will be the NYMEX last day settlement price, converted to Mcf using a BTU factor of 1.063, for the applicable gas flow month plus an "Adder" of \$0.101 / Mcf unless the Sample City, OH decides to fix the price for any of those months. **IN THIS PROGRAM, YOU HEREBY APPOINT THE SAMPLE CITY, OH AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT SAMPLE CITY, OH HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

**Note:** The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

**4. Termination.** You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

**5. Customer's Rescission Right.** Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

**6. Your Invoice.** You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

**7. Switching.** The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

**8. Customer Service.** For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (844) 275-0697, 24 hours a day, seven days a week, by e-mail at [YST@constellation.com](mailto:YST@constellation.com), online at [www.constellation.com](http://www.constellation.com), or in writing at Constellation Energy Services - Natural Gas, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**9. Definitions.** "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

**10. Notices.** All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

**11. Changes in law, market structure, and/or your natural gas needs or classifications.** If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

**12. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely

manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

**13. Delivery Point and indemnification obligations.** We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**14. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

**15. Governing Law/Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**16. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely, and have not relied, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

**17. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

**18. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

**IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:**

Utility Name	Utility Abbreviation	Contact Number
Columbia Gas of Ohio	COH	(800) 282-0157



## **Natural Gas 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 natural gas from a retail natural gas supplier certified by the Public Utilities Commission of Ohio.

**Q: How is my community able to choose a certified natural gas supplier on my behalf?**

**A:** Residents voted to allow the community to negotiate a contract with a natural gas 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 natural gas from the local utility are eligible (local utilities include: Dominion East Ohio Gas, Columbia Gas of Ohio, Vectren Energy Delivery of Ohio, and Duke Energy Ohio).

**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.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another natural gas provider.
- A customer who has a special contract with the natural gas 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 natural gas consumed is for non-residential use and the customer consumes more than 500 Mcf per 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: When will I see my new rate?**

**A:** You 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 natural gas?**

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

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

**A:** Yes, how you pay your natural gas bill will not change.

**Q: Who is responsible for delivery of natural gas to my home or business?**

**A:** Your local utility company will continue to deliver natural gas to your home or business.

**Q: Who do I call if I have a problem with my natural gas service?**

**A:** To report service problems, a gas leak and for billing questions, contact your local utility company.

**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.

**CITY OF WYOMING – HAMILTON COUNTY**  
**EXHIBIT B-5**  
**EXPERIENCE**

EXPERIENCE – 1 PAGE

### **Exhibit B-5 "Experience"**

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

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

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

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

**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 09-0538-GA-GAG**

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