



## Public Utilities Commission

Original GAG Case Number	Version
14- 0817 -EL-GAG	August 2004

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

#### A. RENEWAL INFORMATION

**A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address**

Legal Name Village of Racine  
Address 405 Main St., Racine, OH 45771  
PUCO Certificate # and Date Certified 14-819E(2)  
Telephone # (740) 416-0296 Web site address (if any) \_\_\_\_\_

**A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.**

**A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:**

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

Name Chad Hubbard  
Title Council Member  
Business address 405 Main St., Racine, OH 45771  
Telephone # (740) 416-0296 Fax # \_\_\_\_\_  
E-mail address racine.village@gmail.com

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

Name Amy Garrett  
Title Senior Program Manager  
Business address 355 East Campus View Blvd. Suite 150 Columbus, OH 43235  
Telephone # (614) 844-4307 Fax # \_\_\_\_\_  
E-mail address amy.garrett@constellation.com

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

Customer Service address 355 East Campus View Blvd. Suite 150 Columbus, OH 43235  
Toll-free Telephone # (844) 335-7283 Fax # (614) 844-4305  
E-mail address amy.garrett@constellation.com

Joel Krider Fiscal Officer  
Signature of Applicant & Title

Sworn and subscribed before me this 13<sup>TH</sup> day of April, 2018 Year  
Month

John C. Holman  
Signature of official administering oath

John Holman Notary Public  
Print Name and Title

My commission expires on 03-27-22

# **AFFIDAVIT**

State of Ohio :

County of Meigs : ss. Racine  
(Town)

Janet Krider, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Fiscal Officer (Office of Affiant) of Village of Racine (Name of Applicant);

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

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

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

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

Janet Grider  
Signature of Affiant & Title

Sworn and subscribed before me this 13<sup>th</sup> day of April, 2018  
Month Year

John C Holman  
Signature of official administering oath

John C Holman Notary Public  
Print Name and Title

My commission expires on 03-27-22

**VILLAGE OF RACINE, OHIO**

**EXHIBIT A-2**

**Authorizing Ordinance – 5 pages**

**ORDINANCE NO. 1040**

**AN ORDINANCE FOR THE PURPOSE OF PLACING A GOVERNMENTAL  
AGGREGATION OF RETAIL ELECTRIC LOADS & LIMITATIONS  
APPROVAL BY VILLAGE RESIDENTS ON THE NOVEMBER 5<sup>TH</sup>, 2013  
GENERAL ELECTION BALLOT.**

**WHEREAS;** the village desires to participate in a "Governmental energy Opt-out Aggregation" in accordance with 4928.20 of the Ohio Revised Code for Racine Village residents and,

**WHEREAS;** the issue must appear before the electors of Racine Village and,

**WHEREAS;** a majority of voters must authorize opt-out aggregation,

**THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF RACINE, THAT:**

**Section 1: The Village Council proposes to place in the "General Election, to be held on the November 5<sup>th</sup>, 2013 ballot a "Governmental energy Opt-out Aggregation of Retail Electric Loads & Limitations" plan in accordance with 4928.20 of the Ohio Revised Code.**

**Section 2: Authorize the Clerk/Treasurer to place a Governmental energy Opt-out Aggregation issue on the November General Election Ballot.**

**Section 3: If the voters pass this issue, by a majority of the voters, the Racine Council will adopt a plan of operation and management and will hold two public hearings to allow residents to voice any concern over the proposed plan.**

**Section 4: When Racine Council has approved and adopted this plan, each customer, to be aggregated, will be notified that they will be automatically enrolled in the program unless they specifically elect not to participate. The notice will state the rates, charges, and other terms and conditions of enrollment in the program.**

**Section 5: This Ordinance is declared to be an emergency measure for the citizens of the Village of Racine.**

**Section 4: This measure to be in full force and effect upon passage as provided by law.**

**Passed this 11<sup>th</sup> day of July, 2013**

**Motion by Tim Hill**

**Seconded by Chad Hubbard**

  
**PRESIDENT OF COUNCIL**

  
**CLERK/TREASURER**

**I hereby certify this to be a true and correct copy of Ordinance No. 1040**

  
**David Spencer, Clerk/Treasurer**

## RECORD OF PROCEEDINGS

### **Pledge/Opening Prayer**

#### **By Council**

Racine Village Council met Monday, July 11, 2013, for a 2014 Budget Hearing and recessed session at the Municipal Building. Mayor Scott Hill was presiding.

**Present:** George Cummins, Ron Clark, Dale Hart, Tim Hill, Chad Hubbard, Ernest Spencer-President Pro-Tempore, Clerk/Treasurer David Spencer and Marshal Dugan.

**Absent:**

**Visitors:**

### COUNCIL OPENED WITH THE 2014 BUDGET HEARING

Clerk Treasurer D. Spencer presented to Council the 2014 Budget. The Budget will be placed for public viewing from July 1 through July 31 at the Clerk Treasurer's Office. A review of all anticipated fund revenues were made by Council, as follows: (Note: totals do not include anticipated 2013 year ending balances).

### **ORDINANCE NO. 1039-14 (BUDGET)**

#### AN ORDINANCE FOR THE 2014 BUDGET:

**WHEREAS;** the village held a "Public Hearing" to discuss and to adopt the 2014 Budget, and

**WHEREAS;** this is a ORC requirement under section 5705.28 to submit two copies to the County Auditor, and

**WHEREAS;** the council has reviewed all anticipated receipts for the year by fund as follows:

<u>FUND NO:</u>	<u>TITLE:</u>	<u>2014 RECEIPTS:</u>
1000	GENERAL	\$ 97,400.00
2901	FIRE PROTECTION	57,540.00
2903	CIC LOT SALES	0.00
2904	STAR MILL PARK FESTIVAL	30,000.00
2011	STREET MAINTENANCE	32,850.00
2021	STATE HIGHWAY	3,290.00
2031	CEMETERY OPERATIONS	6,225.00
2091	LAW ENFORCEMENT	0.00
3101	DEBT SERVICE	0.00
4951	CEMETERY ENDOWMENT	0.00
5101	WATER REVENUE	190,950.00
5781	UTILITY DEPOSITS	0.00
5901	REFUSE	95,120.00
5601	WATER LEAK INSURANCE	500.00

**TOTALS** **\$513,875.00**

**THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF RACINE, THAT:**

Section 1; The Clerk Treasurer can submit the 2014 Village Budget to the Meigs County Auditor as required by the ORC.

Section 2; The Clerk Treasurer is authorized to place the Budget in the Clerk Treasurer's Office for public review from July 1 through July 31.

Section 3; this measure will be in full force and effect upon passage as provided by law.

Passed this 11<sup>th</sup> day of July, 2013

Motion by E. Spencer and seconded by R. Clark to adopt the 2014 Budget Ordinance No. 1039-14 (Budget). Roll call: All yeas - Motion carried.

**COUNCIL RETURNED TO THE RECESSED SESSION**

Clerk Treasurer D. Spencer informed Council that he submitted Resolution No. 664B to the Board of Election for placing on the November Ballot a .70 Fire levy that will expire at the end of this year. A replacement levy is needed to maintain the Fire Department level of funding for current expenses.

Lauren Smalley of the Public Utilities Commission of Ohio spoke about deregulation at the July 1, 2013, Council Meeting. The deregulation would allow individuals, businesses and governments to choose a different provider for electric generation. The "Aggregation Program" presents two options, an opt-in or opt-out program for Racine Village residents that come together to have greater buying power which can result in a better rate for all customers. The Village had discussions about the opt-out "Aggregation Program. The opt-out method would require the placement of this proposal on the ballot for the Racine Village electors to vote on this matter in the upcoming General Election. If authorized by a majority of the vote, Racine Village must form a plan of operation and management. The Council must hold two public hearings to allow customers to voice any concerns over the proposed plan; included in the plan will include rates, charges and other terms and conditions of enrollment in the program.

Clerk Treasurer D. Spencer presented Ordinance No.1040 "Aggregation of Retail Electric Loads & Limitations" for reading.

Motion by Clark and seconded by Hubbard to suspend the Council Rules because of an emergency necessary for the health, safety, and general welfare for the residents of the Village. Roll Call: all yeas- Motion

Council held a general discussion concerning the need to adopt said Ordinance. A section by section review of **Ordinance No.1040** was conducted by council and proposals for a first, second, third and final reading of a new ordinance as follows:

**ORDINANCE NO. 1040**

**AN ORDINANCE FOR THE PURPOSE OF PLACING A GOVERNMENTAL AGGREGATION OF RETAIL ELECTRIC LOADS & LIMITATIONS APPROVAL BY VILLAGE RESIDENTS ON THE NOVEMBER 5<sup>TH</sup>, 2013 GENERAL ELECTION BALLOT.**

**WHEREAS;** the village desires to participate in a “Governmental energy Opt-out Aggregation” in accordance with 4928.20 of the Ohio Revised Code for Racine Village residents and,

**WHEREAS;** the issue must appear before the electors of Racine Village and,

**WHEREAS;** a majority of voters must authorize opt-out aggregation,

**THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF RACINE, THAT:**

**Section 1:** The Village Council proposes to place in the “General Election, to be held on the November 5<sup>th</sup>, 2013 ballot a “Governmental energy Opt-out Aggregation of Retail Electric Loads & Limitations” plan in accordance with 4928.20 of the Ohio Revised Code.

**Section 2:** Authorize the Clerk/Treasurer to place a Governmental energy Opt-out Aggregation issue on the November General Election Ballot.

**Section 3:** If the voters pass this issue, by a majority of the voters, the Racine Council will adopt a plan of operation and management and will hold two public hearings to allow residents to voice any concern over the proposed plan.

**Section 4:** When Racine Council has approved and adopted this plan, each customer, to be aggregated, will be notified that they will be automatically enrolled in the program unless they specifically elect not to participate. The notice will state the rates, charges, and other terms and conditions of enrollment in the program.

**Section 5:** This Ordinance is declared to be an emergency measure for the citizens of the Village of Racine.

**Section 4:** This measure to be in full force and effect upon passage as provided by law passed this 11<sup>th</sup> day of July, 2013.

**Motion by Hart** and seconded by E. Spencer approving the first reading of Ordinance No.1040. Roll call: All yeas- Motion carried.

**Motion by E. Spencer** and seconded by Clark approving the second reading of Ordinance No.1040. Roll call: All yeas- Motion carried.

**Motion by Hubbard** and seconded by T. Hill approving the third and final reading of Ordinance No.1040. Roll call: All yeas- Motion carried.

**Motion by Hart** and seconded by Clark to return to regular meeting. Roll call: All yeas- Motion carried.

**Clerk Treasurer D. Spencer** presented to Council Amended Certificate #2 and Amended Certificate #3 for Appropriations into the 2013 Budget for current expenses as follows:

**ADMENDMENT #2** was issued by the Budget Commission on the 17<sup>th</sup> DAY OF JANUARY, 2013.

**Motion by E. Spencer and seconded by Clark to amend Appropriation Ordinance No. 1033 (Budget) and establish and appropriation of \$13,208.00 into the Other Special revenue Fund 2907 FEMA Project this 11<sup>th</sup> day of July 2013. Roll call: All yeas- Motion carried.**

**ADMENDMENT #3 was issued by the Budget Commission on the 7<sup>th</sup> DAY OF JULY, 2013**

**Motion by E. Spencer and seconded by Clark to amend Appropriation Ordinance No. 1033 (Budget) and appropriate \$8,268.56 into the General Fund 1000 this 11<sup>th</sup> day of July 2013. Roll call: All yeas- Motion carried.**

**Motion by E. Spencer and seconded by Clark to amend Appropriation Ordinance No. 1033 (Budget) and appropriate \$766.56 into the CIC-LOT SALES Fund 2903 this 11<sup>th</sup> day of July 2013. Roll call: All yeas- Motion carried.**

**Clerk Treasurer D. Spencer** updated the Council on the Phase 11 Water Line Replacement Project. Bob Allen of Triad, Ernest Spencer, President of Village Council and David Spencer, Clerk Treasurer/Grants Administrator attended the SCEIG meeting of June 14<sup>th</sup>, in Columbus to present to the Board the Racine Phase 11 Project Profile. Bob Allen received notice from USDA-RD indicated they may fund the project near scenarios 4 and 5. I said that was acceptable and to start on the application as soon as possible. The estimated Phase 11 Water Line Replacement Project cost would be \$2,150,000. Project funding as follows:

Funders:	Scenario 4:	Scenario 5:
<u>Grants</u>		
USDA-RD	\$700,000	\$560,000
CDBG	500,000	500,000
ARC	250,000	250,000
OPWC Credit Enchantment		
<u>Loans</u>		
USDA-RD	700,000	700,000
Total	\$2,150,000	\$2,150,000

In order to receive funding through USDA-RD we are required to advertise for Engineering "Request for Qualifications" (RFQ) The Village needs to advertise in the Daily Sentinel for two consecutive weeks the RFQ and select a firm. **Motion by T. Hill** and seconded by Clark to adopt **Resolution No. 665** and authorize Mayor Scott Hill and Clerk Treasurer David Spencer to submit an application to USDA Rural Development for funding of the Phase 11 Water Line Replacement Project and to place a notice in the Daily Sentinel requesting "Statements of Professional Qualifications" to be opened at the August 5<sup>th</sup>, 2013 Council Meeting. Roll call: All yeas- Motion carried.

**Motion by Hart** and seconded by E. Spencer to adjourn until the 11<sup>th</sup> of July, 2013, at 6:30 PM for a regular session by council. Roll call: All yeas- Motion carried.

  
PRESIDENT OF COUNCIL

  
CLERK/TREASURER

**VILLAGE OF RACINE, OHIO**

**EXHIBIT A-3**

**Plan of Operations & Governance – 5 pages**

**Purpose of Electric Aggregation Program**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Racine ("the Village") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. It has the potential to combine all residents within the village limits, into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the American Electric Power ("AEP") standard offer of service or to enter into a power supply contract with any competitive retail electric supplier. This Plan of Operation will be adopted by the Village of Racine in accordance with section 4928.20 (C) of the Ohio Revised Code

**The Process for Municipal Aggregation**

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. The section defines opt-out aggregation that may be enacted by a governmental entity under the opt-out aggregation provisions; all electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. AEP customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Supplier that they do not want to participate. A similar opt-out period will be offered ever one to five years during which Members can leave the Village's aggregation pool without paying a switching fee. In November 2013, Racine village voters approved the development of the program.

All eligible load centers within the Village will be automatically enrolled in the aggregation program. In addition, only accounts with "shoppable" rate codes, as defined by AEP may participate in the Program.

The Supplier and AEP will identify those customers in the Village who have not opted out, who have not renewed their special rate contracts, who are not on the Percentage of Income Payment Plan (PIPP) and who are not on AEP's "Opt-Off Marketing List." These customers will be transferred to the Supplier selected by the Village and enrolled over the period of one month. AEP shall notify each transferred customer of the transfer with its last bill for standard offer service. Service under the new Supplier shall begin at the start of the billing period following the transfer and continue for a period of one to five years.

If at any time the CRES Provider is unable to provide any of the services in house they will need to notify the village and the residents of the any subcontractor that is needed to fulfill the requirement. At no time should the cost of the subcontract work come back to effect the rate for the residents of the village.

**Aggregation Services**

**Provider:** Racine Village will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Supplier shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Supplier must provide the Village, if requested, an electronic file containing the Members usage, and charges. The Supplier must have a local telephone phone number for the Village of Racine members or a toll free number for Members to call.

**Database:** The Retail Electric Generation Supplier will build and maintain a database of all members. The database will include the name, address, AEP account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Supplier will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the Village, and (iv) move into the Village and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Supplier will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

**Member Education:** The Retail Electric Generation Supplier will develop, with the assistance of the Village, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every one to five years, without paying a switching fee to the Village or the Provider. See Appendix A for a detailed description of the Education Process

#### **Appendix A — Education Process**

The Provider will develop the educational program in conjunction with the Village. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each residence that is eligible within the limits of the Village will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form.
2. The Provider will work with the Village to provide opportunities for educating residents in the Village of Racine about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Village will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every one to five years. Should conditions, suppliers, price, or any other component of the program change within the one to five year period, participants will be given a notice of their opportunity to opt out of, or into the program.

**Customer Service:** The Retail Electric Generation Supplier will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

#### **Appendix B — Customer Service Plan**

##### **A. Member Access:**

1. The Supplier shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours.
3. The Supplier shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to AEP.

##### **B. Member Complaints:**

1. The Supplier shall investigate Member complaints (including Member complaints referred by AEP) and provide a status report within five calendar days following receipt of the complaint to:
  - a. The consumer, when the complaint is made directly to The Supplier; or
  - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff), when a complaint is referred to the supplier by the Commission Staff.
2. If an investigation is not completed within 14 calendar days. The Supplier shall provide status reports to the consumer and the Village, or if applicable, to the consumer, the Village and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The Supplier shall inform the consumer, or the consumer, the Village and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Village, or Commission Staff may request the report in writing.

4. If a residential consumer disputes the Suppliers report. The Supplier shall inform the consumer that the Commission Staff is available to help resolve informal complaints. The Supplier shall provide the consumer with the current address, local/toll free telephone numbers, and TDDCTTY telephone numbers of the Commission's consumer services department.
5. The Supplier shall retain records, of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.
6. The Supplier shall make good faith efforts to resolve disputes.

### **C. Member Billing and Payments**

1. The Supplier shall arrange for AEP or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the supplier shall be accurate and understandable, be rendered at intervals consistent with those of AEP, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a. The Member's name, billing address, service address, the Member's account number, and if applicable, The Supplier account number;
  - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d. For Member-generators with net metering contracts, a statement of the net metered generation;
  - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current- period consumption;
  - f. An identification of the provider of each service appearing on the bill;
  - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
  - a. As prescribed by the AEP tariff and amended from time to time;
  - b. Current balance of the account, if a residential Member is billed according to a budget plan;
  - c. Options and instructions on how Members may make their payments;
  - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
  - f. The AEP 24-hour local/toll-free telephone number for reporting service emergencies;
  - g. Identification of estimated bills or bills not based upon actual end-of period meter readings for the period; and an explanation of any codes and abbreviations used.
3. If applicable. The Supplier will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. The Village and (CRES Provider) shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

### **D. Collections for delinquent accounts:**

1. Collections for delinquent accounts shall be the responsibility of The Supplier or its agent.
2. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
3. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with The Supplier, and return the Member to AEP's Standard Offer.

**Power Supply Agreement**

The Power Supply Agreement will provide for the Supplier to serve the Village's Government Aggregation Group. Under the Agreement, the term of the power supply to Members will be for one to five years from the beginning of service.

**Terms and Conditions of Enrollment****Rates**

The Village will choose a supplier through an interview selection process that is lowest/ best value for the members of the Village of Racine. Members will be notified of the rates and terms of the Program through the opt-out disclosure notice. Opt-out forms will be docketed with the PUCO 10 days prior to mailings.

**Charges**

AEP will continue to bill for distribution charges, non bypassable riders, and monthly customer service fees. These charges apply whether a Member switches or not. Switching generation and transmission suppliers will not result in any new charges.

The CRES Provider rate will include an administrative fee (if implemented) to be collected on behalf of the village to fund the implementation and administration of the village aggregation program. The administration fee will be adjusted annually to cover the cost of administering the program. The fee will be reviewed annually to ensure the amount collected does not exceed the amount needed to cover the cost of the program.

**Switching Fees**

At the present time, AEP is requiring a per customer switching fee for those customers who voluntarily remain in a government aggregation program and are switched to an alternate Supplier. The Village proposal was written to require the selected Supplier to pay for the group's switching fee.

**Terms**

The aggregation program is designed to reduce the amount consumers pay for electric energy and transmission. The Village will not buy and resell the power to the participants of the program. Instead, the Village will negotiate a contract with a competitive retail electric supplier to provide firm, all requirements generation service to the members of the aggregation program.

Customers who meet the following criteria will become members of the aggregation program:

1. Are up to date with their bill payment;
2. Have not renewed their specific rate contract
3. Are not included on the Opt-off Marketing List
4. Have not Opted-out of the program;
5. Are not on the Percentage of Income Payment Plan (PIPP); and
6. Have a shoppable rate code.

**Opt-Out Disclosure**

The Village is using an Opt-out form of Governmental Aggregation pursuant to section-2, 4928.20 of the Ohio Revised Code. The Village will disclose to the person owning, occupying 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 the following procedure not to be so enrolled. Any such person that opts out of the aggregation program pursuant to stated procedure shall default to the standard service offer provided by AEP until the person chooses an alternative supplier.

**Procedure:**

1. The Village distributed the Opt-Out Form
2. Recipients have 21 days to notify the Village; and
3. The Village will exclude those opting out from the Program.
4. Customers will receive written notification from AEP stating that they are about to be switched and have 7 days if they wish to rescind the contract.
5. Policies for Customers Moving Into/Out of the Municipality

Members who have left the Program, or who have moved into the Village, may contact the Village or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time.

Customers may opt out of the Program at no charge within a 21-day period following the notification of Opt-out letter. Two public hearings will be held prior to adoption of the Operation and Governance plan. Customers who provide the required opt-out notice will remain customers of AEP. A similar period in which customers can opt-out of the Program without charge will be offered every one to five years.

#### **Billing Procedures**

The Village will utilize the coordinated billing services of AEP and the selected Supplier. We anticipate residential customers will receive a single bill from AEP that itemizes among other things, the cost of generation and transmission provided by the selected supplier.

#### **Procedures for Handling Customer Complaints**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to AEP as appropriate, questions regarding the Program administration should go to the Village or Supplier, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a list of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Number</b>
Power Interruption	AEP	800-277-2177
Power turn on/off	AEP	800-277-2177
Unresolved Disputes	PUCO	800-686-7826

#### **Termination of the Aggregation Program**

The aggregation program may be discontinued upon the termination or expiration of the CRES provider contract without any extension, renewal, or subsequent contract be executed. In the event of the aggregation program being terminated, each participant will receive notification 90 days prior to such program termination and could return to AEP's standard generation offer service or selected another CRES provider.

**VILLAGE OF RACINE, OHIO**  
**EXHIBIT A-4**  
**AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION/OPT-OUT NOTICE**

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



## Welcome to the Village of Racine Aggregation Program.

**DO NOT DISCARD:**  
Important Electric Aggregation  
Information Enclosed.

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

Sample Address  
Sample City, OH ZIP



Sample Customer  
SAMPLE ADDRESS  
SAMPLE CITY, OH ZIP

November 25, 2016

Dear Sample Customer,

In November 2013, Village of Racine voters authorized the creation of an electric aggregation program. Your community has again selected Constellation Energy Services, Inc. ("Constellation") as the preferred supplier for its Electric Aggregation Program. This includes a 24 month program that offers a fixed rate of \$0.0564 per kWh for the term of January 2017 through December 2019 meter read cycles.

### You're Automatically Enrolled

As an eligible Village of Racine residential or small business customer, you are automatically enrolled unless you decide to opt-out. You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. To learn more about the program, please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

### How To Opt-Out

You don't need to do anything to get this new rate; however, if you decide not to take part in the program, please respond with one of the options below by December 16, 2016:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 844-335-7283
3. **Web:** Visit [www.constellation.com/oh-racine](http://www.constellation.com/oh-racine)

We look forward to this collaboration.

Sincerely,

Village of Racine

Kevin Klages  
SVP Mass Markets  
Constellation

### To learn more:



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



**Call 844-335-7283**  
24 hours a day, 365 days a year

The rate offered does not include taxes, AEP distribution or other AEP fees, charges or credits. If you are already enrolled with another electric 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 community. If you have additional questions about this offer, contact Constellation. Ohio Certified Retail Electricity Supplier License # 00-013E (8).



Sample Customer  
SAMPLE ADDRESS  
SAMPLE CITY, OH ZIP



**Constellation.**  
An Exelon Company

☐

I do not want to participate in the Village of Racine Electric Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

**Service Address:**

Sample Address  
Sample City, OH ZIP

AEP Account Number

Signature

Date

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

The Village of Racine, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on November 5, 2013 and ordinance establishing the program, selected Constellation Energy Services, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of January 5, 2017 (the "Effective Date").

**1. Opt-Out Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN December 16, 2016, (2) BY CALLING 844-335-7283 BY December 16, 2016 OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT [www.constellation.com/oh-racine](http://www.constellation.com/oh-racine).** If you choose to opt-out, you will be served by the standard service offer of AEP OH (the "Utility") or until you choose an alternative supplier of electric service.

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

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in **January 2017** and shall remain in effect through the **December 2019** meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

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

**5. Price:** For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0.0564 per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

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

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

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

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

website.

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

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

**12. Questions, Complaints and Concerns:** Buyer may contact Seller 24 hours per day, 7 days per week at 844-335-7283. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is [www.constellation.com](http://www.constellation.com). Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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



## **Electric Aggregation Opt-Out Frequently Asked Questions**

**Q: What is aggregation?**

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

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

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

**Q: How do I enroll?**

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

**Q: Who is eligible for the aggregation program?**

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

**Q: Who is not eligible?**

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

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

**Q: Does it cost to enroll?**

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

**Q: Are the rates fixed or variable?**

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

**Q: When will I see my new rate?**

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

**Q: Who will bill me for electricity?**

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

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

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

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

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

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

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

**Q: What if I have already selected another supplier?**

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

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

**A:** No, there is no early termination fee.

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

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

VILLAGE OF RACINE, OHIO

EXHIBIT A-5

Experience – 1 page

### **Exhibit A-5 "Experience"**

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Constellation Energy Services, Inc. ("Constellation") to assist us in implementing and maintaining our Electric Governmental Aggregation Program. Constellation is a PUCO certified Electric 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 power supply pricing strategies and provide the power 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 complaint
- Provide other services necessary to comply with the provisions of Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

As a Certified Electric 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 electric utilities throughout the State. Constellation's ability to successfully serve as a CRES provider is amply demonstrated through their past and current performance as a power supplier. 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**

**4/18/2018 9:13:51 AM**

**in**

**Case No(s). 14-0817-EL-GAG**

Summary: Application Renewal application for certification as an Electric Governmental Aggregator electronically filed by Ms. Amy Garrett on behalf of Racine