

When will this program start?

The Municipal Electric Aggregation Program for the City of Loveland will begin June 2016.

If your enrollment request is not received or accepted by Duke Energy Ohio for your July 2016 billing cycle, then your service will begin on the next applicable meter reading date.

What is my rate?

The City of Loveland has ensured that you will receive an electricity commodity supply rate of 5.058¢/kWh for June 2016 through May 2019 meter reads.

Is there a cost to enroll?

There is no enrollment fee to join the Municipal Aggregation Program.

Who is Constellation?

Constellation's affiliates are leading suppliers of energy products and services to electric and natural gas customers in 47 states as well as Washington, D.C. We've been helping customers navigate competitive energy markets for as long as customers have had a choice of their energy supplier and have provided affordable energy to businesses nationwide for years.

Constellation's parent company, Exelon, is a FORTUNE 200 company with approximately \$33 billion in annual revenues.



Municipal Aggregation Program FAQs



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Ohio Certified Retail Electricity Supplier #: 00-013E(8).



It is our mission to supply you with energy in an easy and transparent process.

We have compiled a list of questions for customers along with our responses.

Who is eligible for the program?

1. Your local utility company must be Duke Energy Ohio.
2. You must be a resident or business owner located within the City of Loveland limits.
3. You must not be a PIPP (percentage of income payment program) customer.
4. You must not be in arrears on your Duke Energy Ohio bill payment.
5. You must be a small commercial/industrial customer using not more than 700,000 kilowatt hours per year or you must be a residential customer.

How do I enroll?

You must take one of the four steps shown in the enclosed letter to enroll in this program.

If you do not respond to this notification you will not be a program participant and will remain with your current electricity service provider. In the event that you elect to participate, Duke Energy Ohio will complete the enrollment process. Once Duke Energy Ohio completes your enrollment, they will mail you an enrollment confirmation notice to inform you that your electricity supply will be provided by Constellation.

What if I'm with another supplier and would like to join the program?

Please check your current supplier contract to determine if you will be charged a penalty for early termination.

Is budget billing available?

Yes. If you have chosen budget billing, the utility will continue to manage your budget billing and determine your monthly payment for electricity. If you wish to initiate budget billing or have any questions regarding your budget, please contact your utility for more information.

Are there fees if I cancel early?

In the City of Loveland Municipal Aggregation Program, you have the ability to cancel your agreement at any time without an early termination fee.

Where do I send payment?

Send your payment to the same place that you do now. Constellation's commodity charges will appear as a line item on the bill you receive from Duke Energy Ohio and you will continue to remit one monthly payment. Since Duke Energy Ohio delivers the electricity to your home or business, they continue to charge for delivery.

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

If you have any additional questions about this offer, please contact Constellation's Customer Service Department at 844-303-5974, 24 hours a day, 365 days a year.

To learn more about Constellation, visit constellation.com.

What are questions that can be directed to my Utility?

Please contact Duke Energy Ohio at 800-544-6900 for questions on the following topics:

- Problems with your electricity service
- Questions about your bill
- Tax exemptions

To find out more about Constellation visit www.constellation.com



Electricity Purchase and Sale Terms and Conditions

The City of Loveland, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote and ordinance establishing the program, selected Constellation Energy Services, Inc. ("Seller") to supply the aggregation and to administer enrollments. While the Buyer identified during the enrollment process ("Buyer") has utility account(s) ("Account(s)") that were not included in the opt-out Aggregation, Buyer desires to enroll into the Aggregation program at this time. 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 the date agreed to by the Buyer during the enrollment process (the "Effective Date"):

1. Eligibility: To be eligible for the Aggregation program, the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be in good standing with Duke Energy Ohio ("Utility") (including payment history), and (iii) may not be under a Utility special arrangement or percentage of income payment plan (PIPP). 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.

2. 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. Service will commence on the first available meter read dates following successful enrollment with the Utility and continue through the **May 2019** meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

3. 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.

4. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0.05058 per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that current PUCO rules require disclosure of certain third party intermediary fees (herein identified as the "Broker Fee"). A third party intermediary is involved in this transaction and the Broker Fee of \$0.0005 per kWh has been included in the Fixed Rate (subject to the terms of any agreement between Seller and the third party intermediary). 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.

5. 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 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.

6. 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.

7. 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..

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

9. 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 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.

10. Force Majeure: 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.

11. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at 844-303-5974. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

12. 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 RTO/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. 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 that 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.



Constellation

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**Important information regarding the
City of Loveland Electric Aggregation Program.**

