5577 Airport Highway, Ste 101 Toledo, OH 43615 Phone: 419-539-9180 Fax: 419-539-9185

То:	PUCO Docketing Division	From:	Andrea Flowers Palmer Energy Company
Fax:	(614) 466-0313	Pages:	7 Pages including the cover page
Phone:	(614) 466-4095	Date:	August 13, 2015
Re:	Clinton County Case 12-2420 Residential Opt Out Letter DPL territory	ce:	

🗇 Urgent 🛛 🗙 For Review 💭 Please Comment 🛛 Please Reply

🛛 Please Recycle

RECEIVED-DOCKETING OF

Good Afternoon;

Andrea Flowers Palmer Energy Company Energy Consultant for Clinton County 419-539-9180 Office 419-539-9185 Fax

7

No. 0317 P. 1/7



CLINTON COUNTY COMMISSIONERS Clinton County Courthouse 46 S. South Street, Suite 213

Wilmington, Ohio 45177



August 24, 2015

<First> <Last> <Mailing address> <Mailing City>, <Mailing State> <Mailing Zip>

IMPORTANT INFORMATION FROM
Clinton County and AEP Energy
tegarding your electricity service at
2 Samera

Dear <First> <1 ast>

CLINTON COUNTY SETS AN ELECTRIC PRICE OF 6.45 CENTS PER KWH FOR A POTENTIAL SAVINGS OF UP TO 35%' OFF THE CURRENT DP&L UTILITY RATE.

We are pleased to announce that Climon Country is providing its residents, residing in the unincorporated areas and townships, with an opportunity to save money on their electricity supply. Under this arrangement, AEP Energy has been selected as Climon Country's preferred electricity supply provider. This special offer is exclusive for eligible residence of the Country because through the power of volume buying. AEP Energy is able to secure electricity a competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Through the County Electric Aggregation Program, originally formed in December 2014, eligible residents residing in the unincorporated areas and townships, starting with the September 2015 billing cycle (depending on your meter-read date), will receive the price of 6.45 cents per kWh for a period of thirty-one (31) months.²

You will be sutomatically enrolled in the program unless you choose NOT to participate by "opting-out" by September 8, 2015. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions. If you do not respond to this letter, the local utility will complete the enrollment process. As a part of the enrollment process, you will also receive a notice from your local utility. DP&L, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the Village Electric Aggregation Plan, then you are all set.

The County Electric Aggregation Program is a Smart Choice:

- It's Easy to Participate. You don't have to do anything to enroll. All sligible residents residing in the unincorporated areas and townships will be automatically enrolled in the program unless you choose to "opt-out."
- Potentially Save Money with a Low Price. Clinton County has ensured that, beginning with the September 2015 billing cyclo, you
 will receive a price of 6.45 cents per KWh for a period of thirty-one (31) months, for your electricity supply service. There is no cost to
 enroll in this exclusive program.
- Continue to Receive One Bill, Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

If you do not wish to participate in this program, you must "optrout." There are two ways to opt-out; by calling the AEP Energy Customer Care Team toll free at 1-877-726-0214, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 7:00 pm EST or by completing the Electric Aggregation "Opt-Out" Election from below. Your "Opt-Out" Election Form must be returned by September 8, 2015.

You will find additional details of this program in the Frequently Asked Questions and Terms & Conditions on the back of this fetter

Respectfully,

Total Horn

Patrick Haloy President Clinton County Board of Commissioners

Scott D. Slisher Prosidont, Residential Business AEP Energy



ABP Frienzy is a competitive reusil electric perviser. While or is an affiliate of AFP Ohio, AEP Energy is not solicitie on behalf of and is not so agent for AEP Ohio. DP&L customers do not need to parchase any competitive feels electric service from AEP Energy to receive or to continue to receive non-competence retail electric service into the utility.



«First» «Last» «Service Address» Account Number: <Account Number>

<Service Citys, <Service States <Service Zips

Account Holder's Name: (Print)

Account Holder's Signature:

____ Date: _

Phone: (,

Lmail Address: _____

This form must be postmarked no later than September 8, 2015 for your "optiout" to be effective.

Terms & Conditions Version: 02-36-15OH_ACC_SC&ResCon (OPL15.09.17_WILMR2_AGGR_AQ

Clinton County Electric Aggregation Opt-Out Election Form (Please point clearly,

I elect NOT to participate in the County Electric Aggregation Program with AEP Energy, Customer Code <Customer Code:>

IMPORTANT NOTICE By nauriting its scand form. I Affiniatively alert KOT to particle with the County Electric Appropriate Program. By electricity account of scatterized flow for a scancers with granter as it part i until (sigo the elevened or dir a program. Landscatteril 21 alertone to "approace" of the Durny Electric Appropriate Program. Landscatteril 21 alertone to "approace" of the Durny Electric Appropriate Program. Landscatteril 20 and moli it or AEP Analyzin usat AEP Analyzin all face at 1477-7280-714. It "orders of "an of the Durny Electric Appropriate term is program. Landscatteril 20 and moli it or AEP Analyzin usat AEP Analyzin and face at 1477-7280-714. It "orders of "an or to be done Department" 2016. It this term is programmated or 16 and call by the categorithed mail. Indeparted that Longs a examption by shall all in the Constity Flowting Appropriate Program. I astorne of responsibility and all of the Constitution Flow of coll AEP Energy.

Complete form and mall to: AEP Energy Atm: Councy Electric Aggregation Program PO Box 3489 Chicago, IL 60654

What is the County Electric Aggregation Program?

Under the County Electric Aggregation Program, the County acted on bohalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to socure electricity at competitive prices. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive electricity environment is consumentifiendly. Voters in the County approved this aggregation program.

The County has selected AEP Energy as their proterrod electricity supply provider to serve their residents beginning with the September 2015 billing cycle for a period of thirty-one (31) months.

Who is AEP Energy?

AEP Energy is a certified Competitive Retail Electric Service (CRES) provider and a subsidiary of American Electric Power Company, Inc. (AEP). With an office located in Columbus, Ohio, AEP Energy sells electricity supply to constant as at market/baced prices rather than regulated rates offered by your local utility.

Now do I enroll?

You don't have to do anything to enroll. All eligible customers will be sutomatically included in the program unless you choose to "opt-out." If you "opt-out," you will continue to be served by your local electric utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this lotter, the utility will complete the enrollment process. As a part of the enrollment process, you will also receive a notice from your local utility. DP&LL confirming your decision to enroll with AEP Energy. Simply review the latter - if you are pleased with the Village Electric Aggregation Plan, then you are all set. No deposite are required to enroll.

When will this program start?

The County Becuic Aggregation Program will tagin with the September 2015 billing cycle.

What is my price?

Clinton County has ensured that, beginning with the September 2015 billing cycle, depending on your meterread date, you will receive an electricity generation price of 6.45 conte per kWh for a period of thirty-one (31) months.

How do I estimate my savings?

To estimate what your savings per kilowatt-hour (kWh) will be through this program, locate your 'Price to Compare' on your electricity bill. This is the price you pay for electric generation service from the utility. Take your 'Price to Compare' and subtract the offer price. This equates to your savings per kWh. Multiply your savings (if any) per kWh by your mombily usage (kWh) to determine your savings emount per month. The utility distribution and transmission charges and other utility charges and foce are not included in the savings calculation and will comme to be assessed by the local utility. (Any estimate of asvings in not a guarantee of savings.)

Where do I send payment?

FREQUENTLY ASKED OUESTIONS

You will continue to receive one bill each month from your local utility. The smouth that you owe to AEP Energy will be stated apparently on your bill and you will continue to send payments to your local utility only.

Can I remain on budget billing?

Yes, you can remain on budget billing; however, the budget billing program does not apply to your charges from AEP Energy – only to charges from the electric utility. Your total charges from AEP Energy will fluctuate from month to month according to your usage.

Can I cancel at any time?

Yes, you may cancel without penalty and switch to another provider or revent back to DP&I, the local utility, Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers.

What happens at the ond of the program?

As the program draws to a close, the County can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households. It at that time, the program has not produced the savings originally anticipated for customers, the County can also choose to end the program, at which time perticipants: would be notified of their options for continuing in a different program with AEP Energy, switching to another provider, or reverting back to the local utility.

Why is this an "opt-out" program?

 π enables AEP Energy to offer a lower group rate based on the Country's size.

Why did the County select AEP Energy as its provider?

The County selected AEP Energy bacause they were able to propose a program that represented the best overall value for eligible households.

If I opt-out initially, can I choose to join the program at a later date? If you opt-out initially, unfortunately, you will not be able to join the program at a later date.

What happens if my family moves to enother home?

If you move to another home location within Clinton County, you will be able to continue participating in the program. If you leave Clinton County, you will no longer be eligible to participate.

Unless you affirmatively "ophore" by September 8, 2015, you will be automatically enrolled if you; a) have an eligible residence located in the specified downly receiving electric service from DPAL or AEP Energy and b) are not smolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the County and AEP Energy. Estimated awangs apply to the concention service participation of your steering to the state of a service (service) which begins with a weighted by an a state of the PIPP program. Service participation of an everage deablighted weight cash of the Agreement between the County and AEP Energy. Estimated awangs apply to the concent on service (PRC) and (a) 2018 and (a) beside on an everage deablighted awangs apply to the concent on PIPC) rate of a service (a) and (a) and (a) beside on an everage deablighted awangs apply to the concenter PIPC) rate of a scalade of Addeus 2019 compared to auto one of AE cents part Who. There is no marking of service under the Agreement Age Energy's price excludes utility distribution and (responsion of and other utility distribution) and (responsion of addees and other utility distribution and every without participation Program. ASEP Energy's price excludes utility distribution and (responsion) and (a) and (a)



If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at 1-877-726-0214, Monday – Friday from 8 am to 7 pm and Saturday from 9 am to 1 pm EST ÷

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energy

RESIDENTIAL & SMALL COMMERCIAL TERMS & CONDITIONS ("Agreement")

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
1		You may cancel at any time during the Term without	Your Agreement will
April 2018 billing	Small Commercial Customers: 6.450¢ per	penalty. See Section 6 for details.	terminate after the
cycle ("Term").	<u>kWh</u> . Price is for Generation Service. Price		înitial term. See
	excludes taxes, utility Distribution Service		Section 8 for details.
[charges, Transmission Service and other		ļ
	non-bypassable utility charges and fees.		-

CONDITIONS. These Terms and Conditions (this "Agreement") are your agreement for Generation Service and applicable Transmission Services with AEP Energy, Inc. ("AEP Energy"). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply the electric generation and provide applicable transmission services to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO.

DEFINITIONS: "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by Chapter

4901:1-21 of the Substantive Rules applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a CRES provides Generation Service. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU. "Distribution Service" means the physical delivery of electricity to customers by the EDU.

RIGHT OF RESCISSION. Once you have been enrolled to receive Generation Service from AEP Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU and following the instructions contained in the letter. The Right of Rescission only applies when you initially switch to AEP Energy and not upon renewal. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

TERMS AND CONDITIONS OF SERVICE

1. Eligibility. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Plan Program (PIPP) and non-national account small commercial customers with annual usage less than 700,000 kWh are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer with an outstanding, unpaid electric bill.

2. Basic Service Prices. During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined Transmission Service, Generation Service and Generation-Related Charges as specified in "Generation Service Charges" listed above including any applicable taxes, if any. For the "Term" listed above, all kilowatthours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified above. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$35 to \$40 per month in such EDU charges . and fees. Also, AEP Energy will charge you for any and all fees. costs, and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), such as PJM Interconnection, LLC, or an Independent System Operator (ISO), such as the Midwest Independent Transmission System Operator (MISO) or any successor organizations (collectively, referred to as the RTO), that are not otherwise reimbursed to AEP Energy, regardless of whether such charges are greater than, less than, or equal to the charges you currently pay for these services ("RTO/ Transmission and Ancillary Services Charges"). AEP Energy will pass through to you any RTO/Transmission and Ancillary Services Charges, which may be variable, related to AEP Energy's providing electricity to you and any additional or increased fees or charges that are beyond AEP Energy's reasonable control. That could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, changes to capacity related charges, transmission or transmission-related charges, or changes to retail electric customer access programs, that are imposed by law, rule, regulation or tariff, or PUCO rule or order. These charges or fees will be passed through to you and added to your price.

3. Length of Agreement. Your service from AEP Energy will begin with the next available meter- reading following: a) the seven (7) day rescission period; b) the acceptance of the enrollment request by AEP Energy (at its discretion and consistent with Paragraph 7 below), and c) processing of the enrollment by your EDU, and will continue for the Term, unless otherwise terminated or renewed. ending on the meter read for the last month of service.

4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy does not offer budget billing for AEP Energy's charges. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU

PLEASE KEEP A COPY FOR YOUR RECORDS

as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. Penalties, Fees and Exceptions. Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within 3 business days of notice.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) days advance written notice. There will be a charge as specified in "Cancellation Fee" above if you terminate this Agreement for any other reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the seven (7) day rescission period, and c) acceptance of enrollment by your EDU.

8. Contract Renewal. At the end of its term, this Agreement will expire. As prescribed by the PUCO, at least every three years, you will be given the opportunity to "opt-out" of your community program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at

1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPEnergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-

Contract Version: 02.16.15OH_AGG_SC&ResCon

7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at <u>www.PUCO.ohio.gov</u>. 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 AM - 5:00 PM EST weekdays, or <u>www.pickocc.org</u>.

Miscellaneous. You have the right to request from AEP Energy. twice within a 12-month period, up to 24 months of payment history, without charge. AEP Energy is prohibited from disclosing a your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU; operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPEnergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

11. Warranty and Force Majeure. AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of AEP Energy and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU or any other cause beyond the control of AEP Energy's reasonable control.

12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL,

PLEASE KEEP A COPY FOR YOUR RECORDS

INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS.AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes

of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.

14. Assignment. You shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.

15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., Suite 500, Columbus, OH 43215. For more information call (866) 258-3782 or visit AEPEnergy.com.

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possible generation	Oil Power		Air Emissions and Solid Waste			
resource.	Other Sources		Unknown Impacts			
TESOULÇE.	Solar Power			No Significant Impacts		
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Version 15.06.25OH_ED

*Environmental Disclosure label is based on the most accurate data available to AEP Energy as of June 25th, 2015.