

4067 Treeline Court Westerville, OH 43082 www.electricsuppliers.org

August 20, 2015

Docketing Division Public Utilities Commission of Ohio 180 East Broad St. Columbus, Ohio 43215-3793

RE: Case No. 14-1145-EL-GAG

# **Opt-out letter** — Bethel Township (Clark County, OH)

Bethel Township is pleased to present its Opt Out letters for the renewal of their electric aggregation program. The letters enclosed are for both Ohio Edison and Dayton Power and Light customers. Letters are to be sent on August 31st and residents have until September 21, 2015 to respond.

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerel Scott R. Belcastro

Principal 614.425.4885 scott@electricsuppliers.org

Enclosure

AT ENERGY

America's Energy Partner

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## IMPORTANT INFORMATION FROM Bethel Township and AEP Energy regarding your electricity service at

## BETHEL TOWNSHIP ELECTRIC GOVERNMENT AGGREGATION PROGRAM WITH AEP ENERGY

Oear <First> <Last>.

Bethel Township is providing you with the opportunity to participate with other Bethel Township residents in an opt-out electric aggregation program, with AEP Energy as your electricity supply provider. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Under governmental aggregation, the Bethel Township Trustees/Board Members act on behalf of electric consumers in Bethel Township to negotiate an electric supply contract with an eligible provider. Both Bethel Township and eligible retail electricity suppliers have to be certified by the Public Utilities Commission of Ohio. Bethel Township Trustees/Board Members passed an ordinance to adopt the program after Bethel Township voters approved its implementation on May 4, 2014. The new Electric Aggregation Program for Bethel Township will begin within one to two billing cycles following your inclusion as a participant in the Township's program and end with your October 2017 billing cycle.

Under this Electric Aggregation Program, eligible residents in Bethel Township, starting with the October 2015 billing cycle (depending on your meter-read date), will pay 5.588 cents per kWh through the October 2017 billing cycle, for a period of twenty-four (24) months.<sup>1</sup> There is no cost for the enrollment and you will not be charged a switching fee. AEP Energy's price applies to the generation portion of your electricity bill. If you are ever unhappy with your service or price from AEP Energy, you may cancel free of charge at any time and return to DP&L at a rate and terms that may or may not be the same as what other DP&L customers pay.

After you become a participant in the Township's Electric aggregation program, DP&L will send a letter confirming your selection of AEP Energy as your electricity supply provider. As required by law, this letter will inform you of your option to cancel your enrollment with AEP Energy within seven calendar days of its postmark date. To remain in the Township's Electric Aggregation Program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Under the Electric Aggregation Program, DP&L will continue to maintain the wires system that delivers power to your home. You will still contact DP&L regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from DP&L for your electricity service with your lower AEP Energy price included.

If you do **not** wish to participate in this program, you must "opt-out." There are two ways to opt-out; by calling the AEP Energy Customer Care Team toll free at 1-844-258-8042, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or by completing the Electric Aggregation "Opt-Out." Election Form below. Your "Opt-Out." Election Form must be returned by September 21, 2015.

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

Respectfully,

Bethel Township Trustees and AEP Energy



AFP Energy is a competitive retail electric service provider. While it is an affiliate of AFP Ohio, AFP Energy is not solviciting on behalf of and is not an agent for AFP Ohio. DP&L customers do not need to purchase any competitive retail electric service from AEP Energy to receive or to continue to receive non-competitive retail electric service from the utility.



Account Number: <Account Number> ✓ I elect not to participate in the Electric Aggregation Program with AEP Energy.

<Prist> <Last> <Service Address>

<Service City>, <Service States KService Zips

Account Holder's Name: (Print)

Account Holder's Signature:

\_\_\_\_\_ Date: \_\_\_\_

\_ Phone: (\_\_\_\_\_) \_

Email Address: ....

Complete form and mail to

This form must be postmarked no later than September 21, 2015 for your "opt-out" to be effective.

ierms & Conditions Version: 08.31.150H\_AGG\_SC&ResCon = DPL15.08.31\_6ETH:R\_AGGR\_AQ = =

AEP Energy Attn: Electric Aggregation Program PO Box 3489 Chicago, IL 60654

Bethel Township Electric Aggregation Opt-Out Election Form

Customer Code <Customer Code:

IMPORTANT NOTICE: By obtaining this signed form, Laformatively skel. N(F) to participate in the Electric Aggregation Program. By electing not to participate, I

understand from the accompanying materials that I will forsige the cerefits of this program. I understand that if I choose to "opt- out" of the Electric Aggregation

Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-844-258-8042, to "opt-out" no later than September 21, 2015. If this

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responsibility to send the "Opt-Out" Election Form or to call AEP Energy

## What is the Electric Aggregation Program?

Under the Electric Aggregation Program, the Township acted on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly.

Bethel Township has selected AEP Energy as their preferred electricity supply provider to serve their residents beginning with the October 2015 billing cycle for a period of twenty-four (24) months.

## Who is AEP Energy?

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

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#### Where do I send payment?

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## Is Budget Billing available?

A Budget Billing Plan is now available for AEP Energy's charges (generation charges). The Budget Billing Plan levels your monthly payments to even out the seasonal highs and lows of your monthly bills. You'll have more certainty and can better manage your electricity expenses. Please visit www. AEPenergy.com for more information.

## Can I cancel at any time?

Yes, you may cancel at any time without penalty and switch to another provider or revert back to DP&L, the local utility. Should you cancel your service with AEP Energy and return to standard 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 end of the program?

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

#### Why is this an "opt-out" program?

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

## Why did the Township select AEP Energy as its provider?

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#### 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.

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America's Energy Partner

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	Bethel Township Electric Aggregation Opt-Out Election Form Please print clearly.	
kérst> klast> <service address=""></service>	Account Number: <account number=""></account>	I <u>elect not</u> to participate in the Electric Aggregation Program with AEP Energy. Customer Code <customer code=""></customer>
<service <service="" citys,="" states="" td="" zips<=""><td>IMPORTANT NOTICE: By returning this signed form, I affirmatively elect AC</td></service>		IMPORTANT NOTICE: By returning this signed form, I affirmatively elect AC
Account Holder's Name: (Print)		to participate in the Electric Aggregation Program. By electing not to participate 1 understand from the accompanying materials that I will target the receipt a ditus program. Lunderstand that if I choose to "opt-out" of the Electric Aggregation
Account Holder's Signature:	Phone: () Date:	Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-844-256-8042, to "opt-out" no later than September 21, 2015. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the Electric Aggregation Program. I assume all responsibility to send the "Dot Out" Electric form or to call AEP Energy.
Email Address:		Complete form and mail to:
This form must be postmarked no later than September 21, 2015 for your "opt-out" to be effective. Terms & Conditions Version: 08.31.15011_AG6_SC&ResCon = DPL15.08.31_BEFFSC_AGGP_AQ		AEP Energy Attn: Electric Aggregation Program PO Box 3489 Chicago, IL 60654

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## Why did the Township select AEP Energy as its provider?

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## 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 I move my business location?

If you move to another business location within Bethel Township, you will be able to continue participating in the program. If you leave Bethel Township, you will no longer be eligible to participate.

#### What is considered a small commercial business?

A small commercial business has less than 700,000 kWh annual usage and must be a non-mercantile customer as defined by Ohio Administrative Code.

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America's Energy Partner

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Under this Electric Aggregation Program, eligible residents in Bethel Township, starting with the October 2015 billing cycle (depending on your meter-read date), will pay 6.393 cents per kWh through the October 2017 billing cycle, for a period of twenty-four (24) months.<sup>1</sup> There is no cost for the enrollment and you will not be charged a switching fee. AEP Energy's price applies to the generation portion of your electricity bill. If you are ever unhappy with your service or price from AEP Energy, you may cancel free of charge at any time and return to Ohio Edison at a rate and terms that may or may not be the same as what other Ohio Edison customers pay.

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Bethel Township is providing you with the opportunity to participate with other Bethel Township businesses in an opt-out electric aggregation program, with AEP Energy as your electricity supply provider. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Under governmental aggregation, the Bethel Township Trustees/Board Members act on behalf of electricity consumers in Bethel Township to negotiate an electric supply contract with an eligible provider. Both Bethel Township and eligible retail electricity suppliers have to be certified by the Public Utilities Commission of Ohio. Bethel Township Trustees/Board Members passed an ordinance to adopt the program after Bethel Township voters approved its implementation on May 4, 2014. The new Electric Aggregation Program for Bethel Township will begin within one to two billing cycles following your inclusion as a participant in the Township's program and end with your October 2017 billing cycle.

Under this Electric Aggregation Program, eligible businesses in BethelTownship, starting with the October 2015 billing cycle (depending on your meter-read date), will pay 6.393 cents per kWh through the October 2017 billing cycle for a period of twenty-four (24) months.<sup>1</sup> There is no cost for the enrollment and you will not be charged a switching fee. AEP Energy's price applies to the generation portion of your electricity bill. If you are ever unhappy with your service or price from AEP Energy, you may cancel free of charge at any time and return to Ohio Edison at a rate and terms that may or may not be the same as what other Ohio Edison customers pay.

After you become a participant in the Township's Electric aggregation program, Ohio Edison will send a letter confirming your selection of AEP Energy as your electricity supply provider. As required by law, this letter will inform you of your option to cancel your enrollment with AEP Energy within seven calendar days of its postmark date. To remain in the Township's Electric Aggregation Program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Under the Electric Aggregation Program, Ohio Edison will continue to maintain the wires system that delivers power to your home. You will still contact Ohio Edison regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from Ohio Edison for your electricity service with your lower AEP Energy price included.

If you do **not** wish to participate in this program, you must "opt-out." There are two ways to "opt-out."; by calling the AEP Energy Customer Care Team toll free at 1-844-258-8042, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or completing the Electric Aggregation "Opt-Out." Election Form below. Your "Opt-Out." Election Form must be returned by September 21, 2015.

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

Respectfully,

Bethel Township Trustees and AEP Energy

		Bethel Tow	unship Electric Aggregation Opt-Out Election For
11日日 發展的影響為19			Please print clearl
Costo - cLasto-	Account Number:	<account numbers<="" th=""><th>I elect not to participate in the Electric Aggregation Program with AEP Energy.</th></account>	I elect not to participate in the Electric Aggregation Program with AEP Energy.
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Account Holder's Name: (Print)			to participate in the Electric Aggregation Program. By electing not to participate understand from the accompanying materials that I will forage the benefits of P
	Phone: (	_)	program. I understand that if I choose to "opt-out" of the Electric Aggregati Program, I must complete this form and mail it to AEP Energy or call AEP Ener
Account Holder's Signature:			toll free at 1-844-258-8042, to "opt-out" no later than September 21, 2015. If the
~		Date:	form is not postmarked or Edo not call by the specified date, Lunderstand that will be automatically enrolled in the Electric Aggregation Program. Lassume
Email Address:			responsibility to send the "Opt-Out" Election Form or to call AEP Energy

#### What is the Electric Aggregation Program?

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Where do I send payment?

#### What is the Township Electric Aggregation Program?

Under the Electric Aggregation Program, the Township acted on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly.

Bethel Township has selected AEP Energy as their preferred electricity supply provider to serve their businesses beginning with the October 2015 billing cycle for a period of twenty-four (24) months.

## Who is AEP Energy?

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

#### How do I enroll?

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

#### When will this program start?

The contract period will begin with the October 2015 billing cycle for a period of twenty-four (24) months.

#### What is my price?

Bethel Township has ensured that, beginning with the October 2015 billing cycle, depending on your meter-read date, you will receive a secure price of 6.393 cents per kWh for the generation portion of your electricity bill through the October 2017 billing cycle for a period of twenty-four (24) months.

#### Who do I call if I have a problem with my electric service?

Ohio Edison will be responsible for the delivery of power to your home. Since your local utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage. If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact your local utility, Ohio Edison, at 1-800-633-4766.

#### Where do I send payment?

You will continue to receive one bill each month from Ohio Edison that contains their charges for distribution, transmission, and maintenance service as well as AEP Energy's charge for generation service. Your total charges from AEP Energy will fluctuate from month-to-month according to your usage. The amount that you owe to AEP Energy will be stated separately on your bill and you will continue to send payments to your local utility only.

#### Can I cancel at any time?

Yes, you may cancel at any time without penalty and switch to another provider or revert back to Ohio Edison, the local utility. Should you cancel your service with AEP Energy and return to standard 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 end of the program?

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

#### Why is this an "opt-out" program?

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

## Why did the Township select AEP Energy as its provider?

Bethel Township selected AEP Energy because they were able to propose a program that represented the best overall value for eligible businesses.

## 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 I move my business location?

If you move to another business location within Bethel Township, you will be able to continue participating in the program. If you leave Bethel Township, you will no longer be eligible to participate.

## What is considered a small commercial business?

A small commercial business has less than 700,000 kWh annual usage and must be a non-mercantile customer as defined by Ohio Administrative Code.

Unless you affirmatively "opt-out" by September 21, 2015, you will be automatically onrolled if you an have an oligiptic dusiness located in the specified township receiving electric service from Ohio Edison or AEP Energy and brare not enrolled in the APPD program. Participation in the specified township and AEP Energy and brare not enrolled in the APPD program. Participation in the specified township and AEP Energy and brare not enrolled in the APPD program. Participation in the specified township and AEP Energy. AEP Energy's proclemations taxes, unity distribution and transmission charges and other using using and fees. You may terminate your agreement early without penalty. For more information, call to 1 644-258-8042, white to AEP Energy. PO Box 3489. Chicago, to 60654, or visit AEPenergy.com.

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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the October 2017 billing cycle ("Term").	6.393¢ per kWh for Generation Service through the October 2017 billing cycle. Price excludes taxes, utility Distribution Service charges, Transmission Services and other non-bypassable utility charges and fees and is inclusive of a broker fee.	See Section 6 for details.	Your Agreement will terminate after the initial term. <b>See Section</b> <b>8 for details.</b>

Energy"). Please keep a copy of this Agreement for your records. AEP AEP Energy. AEP Energy reserves the right to refuse enrollment to any Energy is certified by the Public Utilities Commission of Ohio ("PUCO") customer who is not current on their EDU charges. to offer and supply Generation Service in Ohio. As a Competitive Retail 2. Price. During the term of this Agreement, you agree to pay AEP Electric Service ("CRES") provider, AEP Energy will supply the electric Energy a price for all applicable combined Generation Service and generation services to your Electric Distribution Utility ("EDU") based Generation-Related Charges as specified in "Generation Service on your usage. All electricity will be supplied and delivered under the Charges" listed above including any applicable taxes, if any. For the aggregation program, which is governed by the Government "Term" listed above, all kilowatt- hours ("kWh") of electric energy Aggregation Master Retail Supply Agreement between the relevant metered by the EDU shall be billed at the rate per kWh specified government aggregator and AEP Energy (the "Program Agreement"). above. In addition to AEP Energy's charges, you will be charged by Your EDU then distributes or delivers the electricity to you. Your your EDU for Distribution Service and other EDU charges and fees. An Distribution Service will remain with your current EDU, which is average residential customer, using 750 kWh of electricity on a 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 Services" 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.

Generation Service from AEP Energy, your EDU will send you a These fees and charges may be passed through to you and added to confirmation letter. You have the right to rescind your enrollment your price. without penalty within seven (7) calendar days following the postmark 3. Term (Length of Agreement). Your service from AEP Energy will date of the confirmation letter by contacting your EDU and following begin with the next available meter-reading in the Term following: a) the instructions contained in the letter. In the event the EDU's retail the seven (7) day rescission period; b) the acceptance of the electric choice program is terminated or materially changed in any enrollment request by AEP Energy (at its discretion and consistent with manner prior to the end of the initial Term or renewal thereof, AEP Paragraph 7 below), and c) processing of the enrollment by your EDU,

# 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

CONDITIONS. These Terms and Conditions (this "Agreement") are Program (PIPP) and non-national account small commercial customers your agreement for Generation Service with AEP Energy, Inc. ("AEP with annual usage less than 700,000 kWh are eligible for this offer from

monthly basis, would incur approximately \$42 to \$52 per month in such EDU charges and fees. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement. AEP Energy may pass through to you certain additional or increased fees or charges that are beyond AEP Energy's reasonable control, as provided in the Program Agreement. 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 or changed by any statute, law, rule, regulation, order or other law or procedure, tariff, rate class or other process or charge, promulgated by any RIGHT OF RESCISSION. Once you have been enrolled to receive governmental authority or EDU or other regulated service provider.

Energy may terminate this Agreement, without penalty to either party. 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, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing for AEP Energy's charges to residential customers only. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a

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minimum of fourteen (14) days written notice. Upon cancellation you assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll will be returned to your EDU as a customer. You will remain free) from 8:00 AM - 5:00 PM EST weekdays or at responsible to pay AEP Energy for any electricity used before this <u>www.PUCO.ohio.gov</u>. Hearing or speech impaired customers may Agreement is cancelled as well as any late payment charges. Further, contact the PUCO via 7-1-1 (Ohio relay service). Residential your failure to pay EDU charges may result in your electric service customers may also contact the Ohio Consumers' Counsel for being disconnected in accordance with the EDU tariff.

5. switching fee. If you do not pay the full amount owed to AEP Energy by 10. Miscellaneous. You have the right to request from AEP Energy, the due date of the bill, AEP Energy may charge a late payment fee up twice within a 12-month period, up to 24 months of payment history, to one and one-half (1.5%) percent of the outstanding balance per without charge. AEP Energy is prohibited from disclosing your social month, or the maximum legally allowed interest rate, whichever is security number and/or account number(s) without your affirmative lower until such payment is received by AEP Energy. AEP Energy written consent except for AEP Energy's collections and reporting, reserves the right to demand adequate assurances from you in the participating in programs funded by the universal service fund form of prepayment or other form of credit support in the event you fail pursuant to section 4928.54 of the Revised Code, or assigning your to make payments in accordance with the terms herein. Customers contract to another CRES provider. AEP Energy assumes no requiring financial assurance will be required to post that assurance responsibility or liability for the following items that are the within 3 business days of notice.

6. Agreement is not rescinded during the rescission period, enrollment or deterioration of the EDU's service. In the event of a power outage, will be sent to your EDU. You may terminate this Agreement, without you should contact your local EDU. You are responsible for providing penalty, if you move outside AEP Energy's service area or into an area AEP Energy with accurate account information. If said information is where AEP Energy charges a different price, by providing AEP Energy incorrect, AEP Energy reserves the right to re-price the applicable with a thirty (30) day written notice prior to such move. Any failure to account(s). AEP Energy reserves the right to re-price any account(s) or pay your bill shall be deemed a breach of this Agreement permitting return you to the EDU if your rate code or meter type is changed AEP Energy to terminate this Agreement upon fourteen (14) days and/or the account is no longer eligible for this program. Any notice, advance written notice. There will be a charge as specified in demand or other communication to be given hereunder, including, "Cancellation Fee" above if you terminate this Agreement for any other without limitation, any renewal or termination notice, shall be in writing reason, except as expressly provided herein, or breach this Agreement and delivered to the address or email address maintained on file for you. in accordance with the preceding sentence. Should you cancel service You authorize, but do not obligate AEP Energy, to exercise your with AEP Energy and return to standard offer service with your EDU, you government aggregation opt-out rights. AEP Energy's environmental may not be served under the same rates, terms, and conditions that disclosure statement is available for viewing on our website at apply to other EDU customers.

accepting this offer from AEP Energy, you understand and agree to the will also provide the information to you upon request. terms and conditions of this Agreement with AEP Energy. You 11. Warranty and Force Majeure. AEP Energy warrants title and the authorize AEP Energy to obtain information from the EDU that right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN includes, but is not limited to: your billing history, payment history, THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER historical and expected electricity usage, meter-readings, and WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, characteristics of electricity service. AEP Energy reserves the right to INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF check your credit with a consumer credit reporting agency to MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING determine if your credit standing is satisfactory before accepting your OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. enrollment request. This Agreement shall be considered executed by AEP Energy will make commercially reasonable efforts to provide your AEP Energy following: a) acceptance of your enrollment request by AEP electric service, but does not guarantee a continuous supply of Energy; b) the end of the seven (7) day rescission period, and c) electricity. Certain causes and events are out of the reasonable control acceptance of enrollment by your EDU.

expire. As prescribed by the PUCO, at least every three years, you will regulations or other acts of any governmental authority (including the be given the opportunity to "opt-out" of your community program at PUCO or RTO), accidents, strikes, labor troubles, required no cost. You are responsible for arranging your electric supply upon maintenance work, inability to access the local distribution utility the expiration of the Agreement.

9, Dispute Procedures. Contact AEP Energy with any questions Energy's reasonable control. concerning the terms of service by phone at 1-866-258-3782 (toll- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO Box 3489, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, Chicago, IL 60654. Our web address is AEPEnergy.com. If your ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL complaint is not resolved after you have called AEP Energy and/or OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. your EDU, or for general utility information, residential and business NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS customers may contact the Public Utilities Commission of Ohio for AFFILIATES

assistance with complaints and utility issues at 1-877-742-5622 (toll Penalties, Fees and Exceptions. Your EDU may charge you a free) from 8:00 AM - 5:00 PM EST weekdays, or www.pickocc.org.

responsibility of the EDU: operation and maintenance of the EDU's Cancellation/Termination Provisions/Failure to Pay. If this electrical system, any interruption of service, termination of service, AEPEnergy.com. You agree that AEP Energy will make the required 7. Customer Consent and Information Release Authorization. By quarterly updates to the statement electronically on our website. We

of AEP Energy and may result in interruptions in service. AEP Energy is 8. Contract Renewal. At the end of its term, this Agreement will not liable for damages caused by acts of God, changes in laws, rules or system, nonperformance by the EDU or any other cause beyond AEP

> FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE,

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EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR (hereinafter collectively referred to as "Claims"), including Claims for OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR personal injury, death, or damages to property occurring at the CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN delivery point(s) or on your side of the delivery point and upon the CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON premise(s), arising out of or related to the electricity and/or your REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD performance under this Agreement. TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, 14. Assignment. You shall not assign this Agreement or its rights JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH hereunder without the prior written consent of AEP Energy. AEP LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE Energy may, without your consent, assign this Agreement to another WILLFUL MISCONDUCT OF ANY PARTY.

13. Customer Liability and Indemnification of AEP Energy. You and regulations of the PUCO. assume full responsibility for retail electricity furnished to you at the 15. Choice of Law. This Agreement shall be construed and enforced delivery point(s) and on your side of the delivery point(s), and agrees to in accordance with the laws of the State of Ohio without giving effect and shall indemnify, defend, and hold harmless AEP Energy, its parent to any conflicts of law principles which otherwise might be applicable. company and all of its affiliates, and all of their respective managers, 16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., members, officers, directors, shareholders, associates, employees, Suite 500, Columbus, OH 43215. For more information call (866) servants, and agents from and against all claims, losses, expenses, 258-3782 or visit AEPEnergy.com. damages, demands, judgments, causes of action, and suits of any kind

CRES provider, including any successor, in accordance with the rules

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minimum of fourteen (14) days written notice. Upon cancellation you assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll will be returned to your EDU as a customer. You will remain free) from 8:00 AM - 5:00 PM EST weekdays or at responsible to pay AEP Energy for any electricity used before this user block.



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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the	5.588¢ per kWh for Generation Service through	You may cancel at any time during the Term without penalty.	Your Agreement will
October 2017	the October 2017 billing cycle. Price excludes	See Section 6 for details.	terminate after the
billing cycle	taxes, utility Distribution Service charges,		initial term. See Section
("Term").	Transmission Services and other non-bypassable		8 for details.
	utility charges and fees and is inclusive of a		
	broker fee.		
		]	

CONDITIONS. These Terms and Conditions (this "Agreement") are Program (PIPP) and non-national account small commercial customers your agreement for Generation Service with AEP Energy, Inc. ("AEP with annual usage less than 700,000 kWh are eligible for this offer from Energy"). Please keep a copy of this Agreement for your records. AEP AEP Energy. AEP Energy reserves the right to refuse enrollment to any Energy is certified by the Public Utilities Commission of Ohio ("PUCO") customer who is not current on their EDU charges. to offer and supply Generation Service in Ohio. As a Competitive Retail 2. Price. During the term of this Agreement, you agree to pay AEP Electric Service ("CRES") provider, AEP Energy will supply the electric Energy a price for all applicable combined Generation Service and generation services to your Electric Distribution Utility ("EDU") based Generation-Related Charges as specified in "Generation Service on your usage. All electricity will be supplied and delivered under the Charges" listed above including any applicable taxes, if any. For the aggregation program, which is governed by the Government "Term" listed above, all kilowatt- hours ("kWh") of electric energy Aggregation Master Retail Supply Agreement between the relevant metered by the EDU shall be billed at the rate per kWh specified government aggregator and AEP Energy (the "Program Agreement"). above. In addition to AEP Energy's charges, you will be charged by Your EDU then distributes or delivers the electricity to you. Your your EDU for Distribution Service and other EDU charges and fees. An Distribution Service will remain with your current EDU, which is average residential customer, using 750 kWh of electricity on a 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 Services" 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 your price. without penalty within seven (7) calendar days following the postmark 3. Term (Length of Agreement). Your service from AEP Energy will date of the confirmation letter by contacting your EDU and following begin with the next available meter-reading in the Term following: a) the instructions contained in the letter. In the event the EDU's retail the seven (7) day rescission period; b) the acceptance of the electric choice program is terminated or materially changed in any enrollment request by AEP Energy (at its discretion and consistent with manner prior to the end of the initial Term or renewal thereof, AEP Energy may terminate this Agreement, without penalty to either party.

## 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

monthly basis, would incur approximately \$35 to \$40 per month in such EDU charges and fees. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement. AEP Energy may pass through to you certain additional or increased fees or charges that are beyond AEP Energy's reasonable control, as provided in the Program Agreement. 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 or changed by any statute, law, rule, regulation, order or other law or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDU or other regulated service provider. These fees and charges may be passed through to you and added to

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, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing for AEP Energy's charges to residential customers only. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a

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PLEASE KEEP A COPY FOR YOUR RECORDS

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minimum of fourteen (14) days written notice. Upon cancellation you assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll will be returned to your EDU as a customer. You will remain free) from 8:00 AM - 5:00 PM EST weekdays or at responsible to pay AEP Energy for any electricity used before this www.PUCO.ohio.gov. Hearing or speech impaired customers may Agreement is cancelled as well as any late payment charges. Further, contact the PUCO via 7-1-1 (Ohio relay service). Residential your failure to pay EDU charges may result in your electric service customers may also contact the Ohio Consumers' Counsel for being disconnected in accordance with the EDU tariff.

5. switching fee. If you do not pay the full amount owed to AEP Energy by 10. Miscellaneous. You have the right to request from AEP Energy, the due date of the bill, AEP Energy may charge a late payment fee up twice within a 12-month period, up to 24 months of payment history, to one and one-half (1.5%) percent of the outstanding balance per without charge. AEP Energy is prohibited from disclosing your social month, or the maximum legally allowed interest rate, whichever is security number and/or account number(s) without your affirmative lower until such payment is received by AEP Energy. AEP Energy written consent except for AEP Energy's collections and reporting, reserves the right to demand adequate assurances from you in the participating in programs funded by the universal service fund form of prepayment or other form of credit support in the event you fail pursuant to section 4928.54 of the Revised Code, or assigning your to make payments in accordance with the terms herein. Customers contract to another CRES provider. AEP Energy assumes no requiring financial assurance will be required to post that assurance responsibility or liability for the following items that are the within 3 business days of notice.

6. Agreement is not rescinded during the rescission period, enrollment or deterioration of the EDU's service. In the event of a power outage, will be sent to your EDU. You may terminate this Agreement, without you should contact your local EDU. You are responsible for providing penalty, if you move outside AEP Energy's service area or into an area AEP Energy with accurate account information. If said information is where AEP Energy charges a different price, by providing AEP Energy incorrect, AEP Energy reserves the right to re-price the applicable with a thirty (30) day written notice prior to such move. Any failure to account(s). AEP Energy reserves the right to re-price any account(s) or pay your bill shall be deemed a breach of this Agreement permitting return you to the EDU if your rate code or meter type is changed AEP Energy to terminate this Agreement upon fourteen (14) days and/or the account is no longer eligible for this program. Any notice, advance written notice. There will be a charge as specified in demand or other communication to be given hereunder, including, "Cancellation Fee" above if you terminate this Agreement for any other without limitation, any renewal or termination notice, shall be in writing reason, except as expressly provided herein, or breach this Agreement and delivered to the address or email address maintained on file for you. in accordance with the preceding sentence. Should you cancel service You authorize, but do not obligate AEP Energy, to exercise your with AEP Energy and return to standard offer service with your EDU, you government aggregation opt-out rights. AEP Energy's environmental may not be served under the same rates, terms, and conditions that disclosure statement is available for viewing on our website at apply to other EDU customers.

accepting this offer from AEP Energy, you understand and agree to the will also provide the information to you upon request. terms and conditions of this Agreement with AEP Energy. You 11. Warranty and Force Majeure. AEP Energy warrants title and the authorize AEP Energy to obtain information from the EDU that right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN includes, but is not limited to: your billing history, payment history, THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER historical and expected electricity usage, meter-readings, and WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, characteristics of electricity service. AEP Energy reserves the right to INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF check your credit with a consumer credit reporting agency to MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING determine if your credit standing is satisfactory before accepting your OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. enrollment request. This Agreement shall be considered executed by AEP Energy will make commercially reasonable efforts to provide your AEP Energy following: a) acceptance of your enrollment request by AEP electric service, but does not guarantee a continuous supply of Energy; b) the end of the seven (7) day rescission period, and c) electricity. Certain causes and events are out of the reasonable control acceptance of enrollment by your EDU.

8. expire. As prescribed by the PUCO, at least every three years, you will regulations or other acts of any governmental authority (including the be given the opportunity to "opt-out" of your community program at PUCO or RTO), accidents, strikes, labor troubles, required no cost. You are responsible for arranging your electric supply upon maintenance work, inability to access the local distribution utility the expiration of the Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions Energy's reasonable control. your EDU, or for general utility information, residential and business NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS customers may contact the Public Utilities Commission of Ohio for AFFILIATES

assistance with complaints and utility issues at 1-877-742-5622 (toll Penalties, Fees and Exceptions. Your EDU may charge you a free) from 8:00 AM - 5:00 PM EST weekdays, or www.pickocc.org.

responsibility of the EDU: operation and maintenance of the EDU's Cancellation/Termination Provisions/Failure to Pay. If this electrical system, any interruption of service, termination of service, AEPEnergy.com. You agree that AEP Energy will make the required 7. Customer Consent and Information Release Authorization. By quarterly updates to the statement electronically on our website. We

of AEP Energy and may result in interruptions in service. AEP Energy is Contract Renewal. At the end of its term, this Agreement will not liable for damages caused by acts of God, changes in laws, rules or system, nonperformance by the EDU or any other cause beyond AEP

concerning the terms of service by phone at 1-866-258-3782 (toll- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO Box 3489, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT. Chicago, IL 60654. Our web address is AEPEnergy.com. If your ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL complaint is not resolved after you have called AEP Energy and/or OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR CONSEQUENTIAL, INCIDENTAL. PUNITIVE.

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EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR (hereinafter collectively referred to as "Claims"), including Claims for OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR personal injury, death, or damages to property occurring at the CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN delivery point(s) or on your side of the delivery point and upon the CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON premise(s), arising out of or related to the electricity and/or your REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD performance under this Agreement. TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, 14. Assignment. You shall not assign this Agreement or its rights JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH hereunder without the prior written consent of AEP Energy. AEP LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE Energy may, without your consent, assign this Agreement to another WILLFUL MISCONDUCT OF ANY PARTY,

13. Customer Liability and Indemnification of AEP Energy. You and regulations of the PUCO. assume full responsibility for retail electricity furnished to you at the 15. Choice of Law. This Agreement shall be construed and enforced delivery point(s) and on your side of the delivery point(s), and agrees to in accordance with the laws of the State of Ohio without giving effect and shall indemnify, defend, and hold harmless AEP Energy, its parent to any conflicts of law principles which otherwise might be applicable. company and all of its affiliates, and all of their respective managers, 16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., members, officers, directors, shareholders, associates, employees, Suite 500, Columbus, OH 43215. For more information call (866) servants, and agents from and against all claims, losses, expenses, 258-3782 or visit AEPEnergy.com. damages, demands, judgments, causes of action, and suits of any kind

CRES provider, including any successor, in accordance with the rules

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Environmental Disclosure - Quarterly Comparison AEP Energy Projected Data for the 2015 Calendar Year Actual Data for the Period 01/01/15 to 03/31/15\*

Generation	2.0% 1.0% 0.5%	2.0% 1.0% 0.5%	
Resource Mix -	0.5%	0.5%	
A comparison between			
the sources of	■ Coał ● Nuclear	■ Cost ■ Nuclear	
generation projected to	🗰 Natural Gas	Natoral Gas	
be used to generate this	■ Oil	■ Ori	
product and the actual	S Wind	■ Wind 10 Hydro	
resources used during	= Biomass	Biomass	
the period.	🗳 Other	藏 Otrier	
the period.	Projected	Actual	
Environmental	Biomass Power	Air Emissions and Solid Waste	
Characteristics -	Coal Power	Air Emissions and Solid Waste	
A description of the	Hydro Power	Wildlife Impacts	
characteristics	Natural Gas Power	Air Emissions and Solid Waste	
associated with each	Nuclear Power	Radioactive Waste	
possible generation	Oil Power	Air Emissions and Solid Waste	
resource.	Other Sources	Unknown Impacts	
	Solar Power	No Significant Impacts	
	Unknown Purchased Resources	Unknown Impacts	
	Wind Power	Wildlife Impacts	
Air Emissions –	· · · · · · · · · · · · · · · · · · ·		
Product-specific	Carbon Dioxide		
projected and actual air			
emissions for this period		■ Actuar	
compared to the	Nitrogen Oxides	Project of	
regional average air			
emissions.	Sulphur Dioxides		
		Regional Average	
Radioactive Waste -			
Radioactive waste	Туре:	Quantity:	
associated with the	High-Level Radioactive Waste	Unknown LBs./1,000 kWh	
product.	Low-Level Radioactive Waste	Unknown Ft. <sup>3</sup> /1,000 kWh	
	AEP Energy purchases all of its electric energy from the wholesale market. The above generation resource mix is based on EIA reporting of regional generation sources. AEP		
	Energy does not have access to information regarding the radioactive waste produced		
	by nuclear generation in the region.		
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as			
	visit us online at AEPenergy.com or contact A		

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

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This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 14-1145-EL-GAG

Summary: Opt-Out Notice electronically filed by Scott Belcastro on behalf of BETHEL TOWNSHIP (CLARK COUNTY OH)