



Original GAG Case Number	Version
14-936-EL-GAG	August 2004

## RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

### A. RENEWAL INFORMATION

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

Legal Name: Southeast Ohio Public Energy Council  
Address: 15 South Court Street, Athens, OH 45701  
PUCO Certificate # and Date Certified: 01-826E (1); June 22, 2014  
Telephone # (740) 698-6060 Web site address (if any) [www.sopec.net](http://www.sopec.net)

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

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

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

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

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

Name: Glenn S. Krassen, Esq., Bricker & Eckler LLP  
Title: Counsel for SOPEC  
Business address: 1001 Lakeside Avenue East, Suite 1350, Cleveland, OH 44114  
Telephone # (216) 523-5469 Fax # (216) 523-7071  
E-mail address (if any): gkrassen@bricker.com

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

Name: Glenn S. Krassen, Esq., Bricker & Eckler LLP  
Title: Counsel for SOPEC  
Business address: 1001 Lakeside Avenue East, Suite 1350, Cleveland, OH 44114  
Telephone # (216) 523-5469 Fax # (216) 523-7071  
E-mail address (if any): gkrassen@bricker.com

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

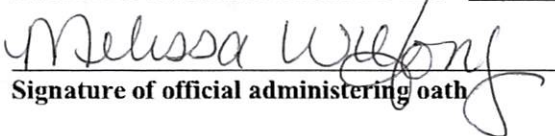
Customer Service address: 15 South Court Street, Athens, OH 45701  
Toll-free Telephone # 877-726-0214 Fax # \_\_\_\_\_  
E-mail address (if any) sopec.energy@gmail.com



\_\_\_\_\_, Chairman

**Chris Chmiel**

Sworn and subscribed before me this 13 day of May Month 2016 Year

  
Signature of official administering oath

Melissa Wilfong notary  
Print Name and Title

My commission expires on

MELISSA WILFONG  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires February 17, 2019  
Commission Recorded in Athens County



# **AFFIDAVIT**

State of Ohio \_\_\_\_\_:

Athens \_\_\_\_\_

(Town)

County of Athens \_\_\_\_\_:

Chris Chmiel, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the Chairman (Office of Affiant) of Southeast Ohio Public Energy Council (Name of Applicant);

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

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

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

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

Chris Chmiel, Chairman  
Chris Chmiel

Sworn and subscribed before me this 13 day of May Month 2016 Year

Melissa Wilfong  
(Signature of official administering oath)

Melissa Wilfong notary  
(Print Name and Title)

My commission expires on MELISSA WILFONG  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires February 17, 2019  
Commission Recorded in Athens County



**EXHIBIT A-2**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

***Authorizing Ordinances***

Below is the list of the Southeast Ohio Public Energy Council's ("SOPEC") member communities aggregated for the provision of competitive retail electric services:

Athens County  
City of Athens  
Village of Amesville  
Village of Buchtel  
Village of Trimble

Attached are the copies of the ordinances and resolutions authorizing the formation of a governmental aggregator program pursuant to Ohio Revised Code Section 4928.20.

## **ORDINANCES AND RESOLUTIONS**

### **Authorizing Formation of Governmental Aggregation Programs For the Provision of Competitive Retail Electric Service**

**EXHIBIT A-3**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

***Operation and Governance Plan***

Attached is a copy of the Plan of Operation and Governance for the provision of competitive retail electric services prepared by the Southeast Ohio Public Energy Council (“SOPEC”) on behalf of each of its member communities submitting ordinances and resolutions in Exhibit A-2.

**EXHIBIT A-4**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

***Automatic Aggregation Disclosure – “Opt-Out Notice”***

The Southeast Ohio Public Energy Council’s (“SOPEC”) aggregation program provides for automatic aggregation for the provision of competitive retail electric services in accordance with Ohio Revised Code Section 4928.20. Attached is a copy of the disclosure and opt-out notice.



**EXHIBIT A-2**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

***Authorizing Ordinances***

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## **ORDINANCES AND RESOLUTIONS**

### **Authorizing Formation of Governmental Aggregation Programs For the Provision of Competitive Retail Electric Service**

# Athens County Commissioners



Charlie Adkins  
cadkins@athensoh.org  
Chris Chmiel  
cchmiel@athensoh.org  
Lenny Eliason, MPA  
leliason@athensoh.org

15 South Court St.  
Athens, Ohio 45701  
(740) 592-3219  
Visit us at our website:  
co.athensoh.org

JoAnn Sikorski  
Clerk/Admin. Assistant  
jsikorski@athensoh.org  
Telephone (740) 592-3292  
Fax (740) 594-8010

This is a resolution authorizing the Board of Athens County Commissioners to execute an agreement with the Southeast Ohio Public Energy Council for the purpose of jointly establishing and implementing an electricity aggregation program, pursuant to the Ohio Revised Code section 4928.20.

**Whereas**, by joining the Southeast Ohio Public Energy Council, Athens County will be able to act jointly with other political subdivisions that have authorized the Electricity Aggregation Program in their respective jurisdictions and thereby maximize the potential benefits of the electricity sourcing and economic development through group purchasing efforts.

**Whereas**, by resolution of the Board of the Athens County Commissioners, directed the Athens County Board of Elections to submit a ballot question to the electors effecting a governmental electricity aggregation program with opt-out provisions pursuant to section 4928.20 of the Ohio Revised Code; and

**Whereas**, on November 5, 2013, the electors of the unincorporated areas of Athens County voted in the affirmative, giving the County of Athens the authority to aggregate the retail electric loads located within the unincorporated areas of Athens County to enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out.

Signed the 14<sup>th</sup> day of May, 2014.

Lenny Eliason, President

Chris Chmiel

Charlie Adkins



# RECORD OF ORDINANCES

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6220

Ordinance No. **0-30-14**

Passed **May 5, 2014**

Introduced by All Members of Council

15th  
4/17

2nd  
4/21

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ATHENS TO EXECUTE AN AGREEMENT WITH THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRICITY AGGREGATION PROGRAM, PURSUANT TO OHIO REVISED CODE SECTION 4928.20; AND DECLARING AN EMERGENCY.

**WHEREAS**, by joining the Southeast Ohio Public Energy Council, the City will be able to act jointly with other political subdivisions that have authorized the Electricity Aggregation Program in their respective jurisdictions and thereby maximize the potential benefits of the electricity sourcing and economic development through group purchasing efforts; and


**WHEREAS**, Ordinance 99-13, adopted on July 15, 2013, directed the Athens County Board of Elections to submit a ballot question to the electors effecting a governmental electricity aggregation program with opt-out provisions pursuant to section 4928.20 of the Ohio Revised Code; and

**WHEREAS**, on November 5, 2013 the electors of the City voted in the affirmative, giving the City of Athens the authority to aggregate the retail electric loads located within the City and to enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

**SECTION I:** The Mayor is hereby authorized to execute an agreement with the Southeast Ohio Public Energy Council for the purpose of jointly establishing and implementing an Electricity Aggregation Program, pursuant to Ohio Revised Code Section 4928.20.

**SECTION II:** This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to maximize the potential benefits of energy and economic development, and the advancement of sustainability goals as well as reduced electricity rates, and it shall be in full force and effect upon its passage and approval by the Mayor.

  
President of Council

ATTEST:

  
Clerk of Council

APPROVED:

  
Mayor

**A RESOLUTION AUTHORIZING ALL ACTION NECESSARY TO AFFECT AN  
OPT-OUT ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20  
OF THE REVISED CODE.**

**WHEREAS,** The Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S. B. No. 3") which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

**WHEREAS,** Electric Aggregation provides an opportunity for electric consumers collectively to realize electric savings, lower cost electric supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

**WHEREAS,** The Village of Amesville, Ohio, desires to submit a Resolution to the Board of Elections to submit to the electors of the Village of Amesville, Ohio, the question of whether the Village should create an Electric Aggregation program in accordance with Ohio Revised Code No. 4928.20; and

**WHEREAS,** This Resolution should be presented to the Village Council for consideration in a timely manner in that it must be certified to the Athens County Board of Election authorities by February 5, 2014, since opportunities to coordinate aggregation activities with certain suppliers of electric may become limited due to market conditions; and

**WHEREAS,** The Mayor has recommended the passage of this Resolution in order to provide this opportunity for cost savings to the residents of Amesville.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE  
OF AMESVILLE, STATE OF OHIO:**

**SECTION 1:** That this Village Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electric supplies, and other benefits, it is in the best interests of the Village and certain electric consumers within the jurisdiction of the Village to establish an opt-out Electric Aggregation program in the Village pursuant to Section 4928.20, Revised Code. Provided that this Resolution and the Electric Aggregation program is approved by the electors of the Village in accordance with this Resolution, the Village is hereby authorized to take all actions necessary to affect an Electric Aggregation program pursuant to Section 4928.20, Revised Code. The Village may exercise this authority jointly with other entities to the full extent permitted by law, and for such purposes. Actions necessary to affect the Electric Aggregation program include determining and entering into service agreement(s) with electric suppliers to facilitate the sale and purchase of all electric commodity and services to serve the enrolled consumers. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric consumers to determine and select the electric supplier(s) to provide the commodity and all other services for the Electric Aggregation program and the enrolled consumers.

**RECEIVED**

FEB 04 2014

ATHENS COUNTY  
BOARD OF ELECTIONS

**SECTION 2:** The Electric Aggregation program shall not apply to persons meeting any of the following criteria, as more specifically described in Section 4928.20(H)(1-5) of the Ohio Revised Code: (i) a customer that has opted out of the aggregation, (ii) a customer in contract with a certified electric services company, (iii) a customer that has a special contract with an electric distribution utility, or (iv) a customer that is not located within the governmental aggregator's governmental boundaries, (v) subject to division (C) of section 4928.21 of the Revised Code, a customer who appears on the "do not aggregate" list maintained under that section.

**SECTION 3:** That this Council hereby authorizes and directs the Athens County Board of Elections to submit to the electors of the Village of Amesville in an election to be held at the usual places of voting of said Village on the 5<sup>th</sup> day of May, 2014, the following question:

To facilitate competitive retail electric service to promote electric savings, lower cost electric supplies, and other benefits, shall the Village of Amesville have the authority to aggregate retail electric loads located in the Village of Amesville and enter into service agreements for the sale and purchase of electric commodity and other services, such aggregation to occur automatically, except where any person elects to opt-out?

FOR, the Village of Amesville to facilitate competitive retail electric service to promote electric savings and other benefits by acting as an aggregator.

NOT FOR, the Village of Amesville to facilitate competitive retail electric service to promote electric savings and other benefits by acting as an aggregator.

**SECTION 4:** That the Fiscal Officer is authorized and directed to file a certified copy of this Resolution with the Athens County Board of Elections not later than February 5, 2014. The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Resolution and Section 4928.20 of the Ohio Revised Code. Upon approval, the Electric Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with the requirements of Chapter 4928.20 of the Ohio Revised Code.

**SECTION 5:** That the Athens County Board of Elections shall cause an appropriate notice to be given of the election to be held on May 6, 2014 on the foregoing proposal and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

**SECTION 6:** Upon approval by a majority of the electors voting at the election provided for by this Resolution, the Village of Amesville shall develop and adopt a plan of operations and governance for the Electric Aggregation program. Consumers enrolled in the Electric Aggregation program shall be their electric requirements and other services in accordance with supply agreement(s) determined and arranged by the Village, as opportunities become available to provide benefits on behalf of the electric consumers enrolled in the Electric Aggregation program and the consumers located within the jurisdiction of the Village. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the electric consumers that have enrolled in the Electric Aggregation program to determine and select the electric supplier(s) to provide the commodity and all other services for the Electric Aggregation program and the enrolled consumers. Before adopting such a Plan, at least two public hearings on the Plan shall be held. Before the first hearing,

notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the Plan and state the date, time, and location of each hearing.

**SECTION 7:** The adopted Plan shall not aggregate any retail load within the Village, unless the person whose retail electric load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Electric Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Electric Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Electric Aggregation program shall default to the electric company providing distribution service for the person's retail electric load, until the person chooses an alternative supplier.

**SECTION 8:** This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 8<sup>th</sup> day of January, 2014

ATTEST:

  
\_\_\_\_\_  
Gary Goosman, Mayor

  
\_\_\_\_\_  
Tom McGuire, Fiscal Officer

**RECEIVED**

FEB 04 2014

ATHENS COUNTY  
BOARD OF ELECTRIC

## Village of Amesville, State of Ohio

### RESOLUTION 19-13

1<sup>st</sup> Reading: 11-13-13

2<sup>nd</sup> reading: 12-11-13

3<sup>rd</sup> Reading: 1-8-14

Adoption: 1-8-14

Effective: 2-7-14

A RESOLUTION FOR: approving an electric aggregation issue for the May, 2014 Primary Election ballot.

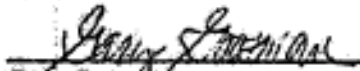
This Resolution:

( x ) shall take effect at the earliest time permitted by law

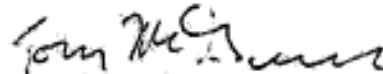
( ) is declared an emergency and shall take effect immediately due to time constraints and the need to make expenditures.

Passed this 8<sup>th</sup> day of January, 2014 with a roll call as follows: Marcia Burchby - yea, Jayne Darling - yea, Suzanne Greif - yea, Melissa Keirns - yea, Barb Klaer - yea, and Bob Pollock - yea.

Attested:



Gary Goosman  
Mayor



Tom McGuire  
Fiscal Officer



## RESOLUTION No. 20-14

*A RESOLUTION to authorize the Mayor to join the Southeast Ohio Public Energy Council and the affiliated council of governments.*

1<sup>st</sup> Reading: 10-14-14  
Rules suspended 10-14-14

Adoption: 10-14-14

### A RESOLUTION TO:

to authorize the Mayor to join the Southeast Ohio Public Energy Council and the affiliated council of governments for the purpose of negotiating the rates for electric aggregation in Athens County.

Adopted by Council of the Village of Amesville this 14<sup>th</sup> day of October, 2014 with a roll call vote as follows: Marcia Burchby – yea, Jayne Darling – yea, Suzanne Greif – yea, Melissa Keirns – yea and Barb Klaer - yea.

This Resolution:

- ( ) shall take effect at the earliest time permitted by law
- ( X ) is declared an emergency and shall take effect immediately due to time constraints.

Attested:

  
Mayor Gary Goosman

  
Tom McGuire, Clerk of Village Council

### CERTIFICATE

I hereby certify that a succinct summary of the foregoing resolution was published in the official newsletter of the Village of Amesville, and posted at the Village office, the Amesville Post Office, Community Bank, the Kasler's Country Kitchen and Coonskin Crossing.

  
Tom McGuire, Clerk of Village Council

**VILLAGE OF BUCHTEL, OHIO**  
**ORDINANCE NUMBER 2016-1**

APPROVING THE PLAN OF OPERATION AND  
GOVERNANCE FOR THE SOPEC ELECTRICITY  
AGGREGATION PROGRAM, FOR THE PURPOSE OF  
JOINTLY ESTABLISHING AND IMPLEMENTING AN  
ELECTRICITY AGGREGATION PROGRAM, AND  
DECLARING AN EMERGENCY

**WHEREAS**, this Council previously enacted legislation authorizing the Village of Buchtel to establish an electricity aggregation program pursuant to Section 4928.20, Ohio Revised Code (the "Electricity Aggregation Program"), for the residents, businesses and other electric consumers in the Village, and for that purpose, to act jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, by joining the Southeast Ohio Public Energy Council, the Village will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electricity deregulation through group purchasing efforts; and

**WHEREAS**, this Council pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the SOPEC Electricity Aggregation Program.

**NOW, THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BUCHTEL, COUNTIES OF ATHENS AND HOCKING AND STATE OF OHIO, THAT:

**SECTION 1.** This Council hereby approves and adopts the Plan of Operation and Governance of the SOPEC Electricity Aggregation Program (in the form presented to this Council and on file with the Clerk).

**SECTION 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program provided by SOPEC.

DATED ADOPTED: February 4, 2016

Scott M. Celis  
President of Council

Submitted to the Mayor for his  
Approval on this 4<sup>th</sup> day of  
February, 2016

ATTEST:  
this 4<sup>th</sup> day of February, 2016

Mike [Signature]  
Clerk of Council

Approved by the Mayor  
February 4, 2016

John L. Sullivan  
John L. Sullivan  
Mayor, Village of Buchtel, Ohio

1<sup>st</sup> Reading 1-14-2016

2<sup>nd</sup> Reading 2-4-16 Emergency - ADOPTED UNDER SUSPENSION  
3<sup>rd</sup> Reading \_\_\_\_\_ OF THE RULES ON 2ND READING

**VILLAGE OF BUCHTEL, OHIO**  
**ORDINANCE NUMBER 3-3-16 (A)**

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL ("SOPEC") AND THE EXECUTION AND DELIVERY OF THE AGREEMENT ESTABLISHING SOPEC AND APPROVING THE BYLAWS OF SOPEC, AND DECLARING AN EMERGENCY

**WHEREAS**, the Council of the Village of Buchtel wishes to establish an electric aggregation program pursuant to Section 4928.20, Ohio Revised Code (the "Electric Program"), for the residents, businesses and other consumers located within the Village, and for that purpose, to act jointly with any other village, city, township, municipal corporation, county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, by joining the Southeast Ohio Public Energy Council ("SOPEC"), the Village will be able to act jointly with other member political subdivisions and thereby maximize the potential benefit of natural electric deregulation through group purchasing efforts.

**NOW, THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BUCHTEL, OF ATHENS AND HOCKING COUNTIES AND STATE OF OHIO, THAT:

**SECTION 1.** The Council of the Village (the "Council") finds and determines that it is in the best interest of the Village, including the electric consumers located within the Village, to join SOPEC and to adopt the SOPEC Bylaws, for the purpose of establishing and implementing the Electric Program within the Village.

**SECTION 2.** The Mayor of the Council is hereby authorized and directed to execute and deliver the Agreement Establishing the Southeast Ohio Public Energy Council, as amended (the "SOPEC Agreement"). The SOPEC Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Ordinance and are not substantially adverse to the Village and as may be approved by the Mayor of the Council, which approval shall be conclusively evidenced by the execution of the SOPEC Agreement.

**SECTION 3.** The Council hereby approves and adopts the Bylaws of SOPEC (in the form attached to the SOPEC Agreement).

**SECTION 4.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal

requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Council.

**SECTION 5.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program provided by SOPEC.


DATED ADOPTED: 3/3, 2016


  
President of Council

Submitted to the Mayor for his  
Approval on this 3rd day of  
March, 2016

ATTEST:  
this 3rd day of March, 2016

Approved by the Mayor  
March 3, 2016

  
Clerk of Council

  
Mayor, Village of Buchtel

**BYLAWS**  
**GOVERNING THE**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

WHEREAS, certain municipal corporations, counties and/or townships of the State of Ohio (each, a "Member") entered into an Agreement Establishing the Southeast Ohio Public Energy Council, also referred to herein as "SOPEC", (the "Agreement") pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer and providing for the conduct of the Council's business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Revised Code Section 167.40 of the Agreement;

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

**Section 1.     Definitions.**

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Exhibit A of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 13 hereof.

**Section 2.     Inclusion of Members.**

Any municipal corporation, county or township in the State of may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. The Board of Directors shall review the application and by duly adopted resolution. the applicant municipal corporation, county or township shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds (2/3) of the Board and the applicant municipal corporation, county or township executes the Agreement, The applicant shall thereafter be a Member and, if then requested, be assessed its portion of the Aggregation Costs by the same method and using the same formula as any other member, in accordance with the Bylaws.

**Section 3     Withdrawal of a Member.**



- (A) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 3(C) hereof and such withdrawal shall, except as otherwise provided in this Section 3, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until the end of the applicable opt-out period as to any electricity aggregation program of the Council under which service is being provided to customers in the Member's community;
- (B) Any Member wishing to withdraw from participation in any Program of the Council shall notify the Council at least 90 days before the end of the applicable opt-out period for the Council's electricity program in the manner described in Section 3(C) hereof. A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.
- (C) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must include (i) a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal; and (ii) a Fiscal Officer's Certificate evidencing the appropriation of funds sufficient to pay the Council any unpaid amount of the Aggregation Costs, if applicable.
- (D) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 2 hereof.

#### Section 4. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members. Each Member shall have one representative to the Assembly, who (i) in the case of municipal corporations, shall be the mayor or manager or an appointee of such officer, or (ii) in the case of counties or townships, shall be a member of its governing board or an officer chosen by such governing board. All representatives to the Assembly shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chairman of the Council a written designation of that proxy.

- (A) Officers. The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman and Vice-Chairman who each shall be selected pursuant to Section 5 hereof. The Chairman (and in the Chairman's absence, the Vice-Chairman) shall preside at Assembly meetings. If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors. If the Council does not

have an Executive Director and the offices of the Chairman and Vice-Chairman are vacant, the person serving as Fiscal Agent or his designee shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.

- (B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or the Members.
- (C) Meetings. The Assembly shall meet on the second Tuesday of each **January** and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chairman and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of second Tuesday of each **January**

Pursuant to Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

- (D) Powers and Duties of Assembly.



- (1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Program, and any Additional Program being considered.
- (2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined pursuant to Section 11 hereof. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.
- (3) At its annual meeting, the Assembly shall select the members of the Board of Directors for the next Fiscal Year in accordance with Section 5 hereof.
- (4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; and such other matters of the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 5. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

- (A) Composition. The Board of Directors shall be composed of at least three Directors which shall include a Director from the City of Athens and a Director from Athens County and a Director elected by the representatives from Athens County who shall be another member located in Athens County. For counties joining SOPEC other than Athens County, the Board of Directors shall be composed of one Director representing each county with Members in the Council, who shall be an Assembly representative and shall be elected by the Assembly representatives of each respective county, at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each representative county shall be required to elect any Director. In the event that each county is represented and one or more Director positions remain to be filled, those Director positions shall be filled by representatives receiving an affirmative vote of at least a majority of the Assembly.

The Fiscal Agent of the Council may attend all meetings of the Board of Directors but shall not have a vote.

- (B) Terms of Office. Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of

office: Half , or as close as possible to half, of the members of the Board shall each serve a two-year term and the other half, or as close as possible to half, shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All members of the Board (exclusive of ex-officio members) shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

- (C) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chairman. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. An organizational meeting of the Board of Directors shall be held after the Agreement Establishing SOPEC is approved by the first three member organizations.
- (D) Attendance. Directors are expected to attend Board meetings. Any director who is absent from three Board meetings without excuse during a twelve month period is automatically removed from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.
- (E) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its members by majority vote of all its members. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one year term by the Board of Directors by a majority vote of its members.
- (1) Chairman. The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but

not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Board member receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. In the event of a tie on matters subject to a vote of the Board, the Chairman shall cast the tie-breaking vote.

- (2) Vice-Chairman. In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of his duties.
- (3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (C) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 4 hereof. The Executive Director shall perform such other duties as the Chairman may request. If no Executive Director is hired, the above assignments will be performed by the Fiscal Agent. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.
- (4) Fiscal Agent. The Board of Directors shall provide for the employment of a Fiscal Agent either by:
  - (a) contracting with a Member, or
  - (b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a

separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(E) Powers and Duties of the Board of Directors. The Board of Directors shall have the authority to:

- (1) Consider and approve any purchases of equipment, facilities, or services for the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 11 hereof.
  - (a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:
    - (i) amendments to or modifications of the Agreement and Bylaws,
    - (ii) appropriations of the Council,
    - (iii) each Member's share of Aggregation Costs or any Additional Program Costs, and
    - (iv) disqualification of Members.
- (2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.
- (3) By affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of the Council's resources, amend the budget and appropriations of the Council.
- (4) Approve the inclusion of additional Members into the Council.
- (5) Enter into any and all necessary and incidental contracts to facilitate the aggregation the retail electric loads within the jurisdiction(s) of the Members.

- (6) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.
- (7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

#### Section 6. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a Chairman and Vice-Chairman, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Committee meetings. The Vice-Chairman shall succeed to the office of the Chairman, should it be vacated before the end of a term, and shall assist the Chairman in the discharge of the Chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

#### Section 7. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish the salaries, benefits, and work and disciplinary rules for the Council's staff and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

#### Section 8. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council.



The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 9.     The Aggregation Program: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Program pursuant to Ohio Revised Code Section 4928.20. Each Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Program. Upon certification of the Members or the Council by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electrical loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Program for the benefit of the Members and their respective electricity consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Program and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Program pursuant to Ohio Revised Code Section 4928.20 to be adopted by each member.

The Council may establish, in addition to the Aggregation Program, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members of the Council whose governing bodies have determined to participate in the Additional Program and have approved an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each Additional Program Agreement shall include but not be limited to provisions that:

- (A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;
- (B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members;
- (C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;
- (D) Determine the method and timing of inclusion of additional participating Members;

- (E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and
- (F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities or moneys held in connection with the operation of the Additional Program.

Section 10. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

~~The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund.~~ The Fiscal Agent shall deposit into the Aggregation Fund any amounts received from the provision of energy supply and services through the aggregation program. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20<sup>th</sup>) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 11. ~~Estimate of Aggregation Costs; Payments by Members.~~

~~On or before the annual meeting of the Assembly the Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for the next Fiscal Year of the Council; and (b) if a fee is to be collected, provide the Assembly and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.~~

~~———— The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.~~

~~———— If the aggregate contributions and other revenues to be received by the Council made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.~~

~~———— Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 3 hereof unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.~~

~~———— Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total amount amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.~~

## Section 12. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The Chairman of each of those bodies shall be the parliamentary procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

## Section 13. Amendment to Agreement or Bylaws.

The Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment or supplement by the



representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 14. Termination of the Agreement.

In the event that the governing bodies of two-thirds (2/3) of the Members, by duly adopted legislation, determine that the Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which the Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by the Agreement, the Bylaws, or any Program Agreement.

Upon termination of the Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members as determined by the Board of Directors.

No Member shall be required, by or under the Agreement or the Bylaws herein, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 15. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

ADOPTED this 27th day of October, 2014; Amended January 22, 2015;

SOUTHEAST OHIO PUBLIC ENERGY COUNCIL

AGREEMENT  
ESTABLISHING THE  
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL

This AGREEMENT is made and entered into as of October 8, 2014, by and among the political subdivisions identified below.

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides that the governing bodies of two or more political subdivisions may enter into an agreement establishing a regional council of governments for purposes that include promoting cooperative agreements and contracts among members and other governmental agencies and private persons, corporations, or agencies; and

NOW, THEREFORE, in consideration of the services to be made available to and by the Southeast Ohio Public Energy Council, also referred to herein as "SOPEC", it is agreed by and between the Members of SOPEC and any additional political subdivisions that may hereafter become Members as follows:

Section 1.     Definitions.

Definitions of terms used in this Agreement and Bylaws are set forth on Exhibit A hereto.

Section 2.     Name.

The name of the council of regional governments that comprises all Members shall be the "Southeast Ohio Public Energy Council."

Section 3.     Members.

Members of SOPEC shall be set forth on Exhibit B hereto, and shall include any other political subdivisions which become members of SOPEC pursuant to Bylaws established pursuant to Section 6 of this agreement. Each Member shall have one representative to the Assembly, as further set forth in the Bylaws.

Section 4.     Purpose: The Aggregation Program; Additional Programs of the Council.

The purpose of this Agreement is to allow Members to collectively pursue the benefits of the Aggregation Program and Additional Programs of the Council that the Council may establish. The Council may negotiate and enter into all necessary programs, contracts and take any necessary and incidental actions to effect and carry out the purposes of the Aggregation Program for the benefit of the Members and their respective electricity consumers. The Members will act jointly through the Council to establish and implement the Aggregation Program and Additional Programs of the Council, as set forth in the Bylaws.

Section 5.     Fiscal Year.

The fiscal year for SOPEC shall be the twelve month period beginning July 1 and ending June 30.

Section 6.     Adoption of Bylaws.

Within ninety (90) days of adoption of this Agreement, Members shall meet for the purpose of adopting Bylaws of SOPEC. The Bylaws shall address the purposes of SOPEC, its governance, addition and withdrawal of members, adding new programs, and other governance issues including SOPEC's decision-making process and the designation of its fiscal agent.

Section 7. Withdrawal and Inclusion of Members.

All issues pertaining to the withdrawal of existing Members or inclusion of new Members shall be governed by the Bylaws.

Section 8. Amendments.

This Agreement may be amended subject to the majority vote of the signatory Members to the Agreement, until the adoption of Bylaws pursuant to Section 6 of this Agreement, at which time all amendments to this Agreement will be subject to the provisions set forth in the Bylaws.

Section 9. Term and Termination.

It is the intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated subject to the provisions set forth in the Bylaws.

Section 10. Effective Date.

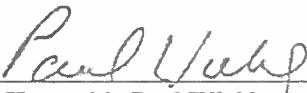
This Agreement shall take effect this 8th day of October, 2014. This Agreement may be signed in separate counterparts on behalf of one, or more than one, of the Members, without the necessity for any one counterpart to be signed on behalf of all Members.



The Honorable Chris Chmiel,  
Athens County Commissioner



Approved as to form, Keller J. Blackburn,  
For Athens County



The Honorable Paul Wiehl,  
Mayor of Athens



Approved as to form, Patrick J. Lang,  
For the City of Athens

## EXHIBIT A

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members establishing an Additional Program in accordance with Section 9 of the Bylaws.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Program.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 10 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council.

"Aggregation Program" means the cooperative program for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers in the political subdivisions that join the Southeast Ohio Public Energy Council, pursuant to the terms of Ohio Revised Code Section 4928.20 and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 13 thereof.

"Council" means the Southeast Ohio Public Energy Council established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members or otherwise received by the Council, for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement.

"Fiscal Year" means the twelve (12) month period beginning July 1 and ending June 30.

"Member" means any municipal corporation, county and township which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereof, including any additional municipal corporation, county and township which has caused this Agreement to be executed in accordance therewith, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means the Aggregation Program or any Additional Program.

## EXHIBIT B

1. Board of Commissioners of Athens County
2. City of Athens
3. The Village of Amesville

## **ORDINANCE NO. 01-12-15 (A)**

### **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SOUTHEAST OHIO PUBLIC ENERGY COUNCIL TO IMPLEMENT AN ELECTRIC AGGREGATION PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS**, voters in the Village approved the Opt-Out Electric Aggregation Program at the recent general election; and


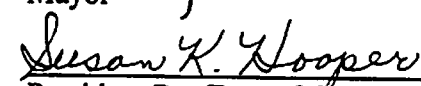
**WHEREAS**, by joining the Southeast Ohio Public Energy Council, the Village will be able to act jointly with other political subdivisions that have authorized the Electricity Aggregation Program in their respective jurisdictions and thereby maximize the potential benefits of the electricity sourcing and economic development through group purchasing efforts.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE OF TRIMBLE, ATHENS COUNTY, OHIO AS FOLLOWS:**

1. This Council finds and determines that the citizens of the Village of Trimble have approved the aggregation of electricity and that it is in the best interests of the Village and its residents and businesses to join Southeast Ohio Public Energy Council for the purposes of implementing the Aggregation Program.
2. The Mayor is hereby authorized to execute an agreement with the Southeast Ohio Public Energy Council, which approval shall be conclusively evidenced by the execution of the Agreement.
3. It is found and determined that all formal actions of Council relating to the passage of this Ordinance were conducted in open meetings of the Village Council and that all deliberations of Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Sec. 121.22 of the Ohio Revised Code.
4. This Ordinance is being passed as an emergency measure to take effect immediately, pursuant to Ohio Rev. Code Sec. 731.30 because it is necessary for the immediate preservation of the health, safety and welfare of the Citizens of the Village.
5. This Ordinance shall become effective the earliest date allowed by law.

Duly enacted under suspension of the rules on first reading this 9 day of  
FEBRUARY, 2015.

**VILLAGE OF TRIMBLE:**

By:   
Mayor  
  
President Pro Tem of Council

**ATTEST/SEAL:**

  
Clerk - Treasurer/Fiscal Officer



## CERTIFICATION OF CLERK/FISCAL OFFICER

The foregoing is a true copy of the original Ordinance # 01-12-15 (A).

Publication of this Ordinance was made by posting a copy of the same in the following five (5) locations within the Village, beginning on 2 - 10, 2015, and concluding on 2 - 25, 2015 (at least 15 days later):

- TOWN HALL
- KROGER
- MRS. K'S VARIETY STORE
- U.S. POST OFFICE
- MATT'S CARRY-OUT ( THE BRICKYARD)

ATTEST:

DATE: 2 / 9 / 15

Roger Hooper  
Village Fiscal Officer/Clerk

## CERTIFICATION

I, Roger Hooper, Clerk for the Village of Trimble, Athens County, Ohio, certify that the foregoing is a true and correct copy of a Ordinance adopted by the Village Council of the Village of Trimble, and appears in the Village records as Ordinance No. 01-12-15 (A).

ATTEST:

2/9/15  
DATE

Roger Hooper  
Village Fiscal Officer

**EXHIBIT A-3**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

***Operation and Governance Plan***

Attached is a copy of the Plan of Operation and Governance for the provision of competitive retail electric services prepared by the Southeast Ohio Public Energy Council (“SOPEC”) on behalf of each of its member communities submitting ordinances and resolutions in Exhibit A-2.

**Southeast Ohio Public Energy Council**

**Electric Plan of Operation  
& Governance**

**For Member Communities**

## ***Table of Contents***

Introduction	P. 3
Objectives for the Program	P. 3
Rates	P. 4
Steps for Communities in the Process	P. 5
Customer Involvement in the Program	P. 6
Opt-Out Process	P. 6
Customer Service	P. 8
Customer Protections	P. 9
Customer Complaints	P. 10
Altering or Amending the Plan	P. 11
Organizational Structure	P. 11
Organizational Structure Chart	P. 13
Certification	P. 14
Funding	P. 14

## ***Introduction***

On November 5, 2013 the voters of Athens City and Athens County approved ballot measures that authorized government electrical aggregation. The City has agreed to be part of the County Aggregation program as permitted under Ohio Revised Code 4928.20(a). Both measures called for “opt-out” programs, which means that all AEP residential and certain business customers are included in the program unless they explicitly opt-out. As required by Ohio Law, the county commissioners and city council passed legislation that authorized submitting the selection of opt-out electrical aggregation to the voters.

To comply with PUCO regulations Athens City and Athens County are joining together to form an “aggregation council”, which will file with the PUCO for certification as a Government Aggregator. The following Plan of Operations and Governance, which Athens City and Athens County developed, constitutes a portion of that application to the PUCO. As required by PUCO regulations the two hearings to solicit public input on the plan were held on May 1, 2014 and May 8, 2014. Announcement of the hearings and a summary of the Plan were published in the Athens News on April 17, 2014 and April 24, 2014. Additional advertisements of the hearings were published in the Athens News and Athens Messenger prior to the hearings.

## ***Objectives for the Program:***

This Plan of Operation and Governance has been developed for the Southeast Ohio Public Aggregation Council (SOPEC) on behalf of its two current members, Athens County and Athens City, and future members with plans to join the program. This plan includes all details related to operations of the collaborations between members, the procurement of energy supply, and the expectations of members for suppliers. This plan includes all information necessary for the certification of SOPEC by the Public Utilities Commission of Ohio as a Governmental Aggregator under Ohio Revised Code 4928.21. This plan will not be adopted until public hearings are held in accordance with Section (C) of the above code provision.

The specific goals of this governmental aggregation effort are as follows:

1. To pursue reasonably price cost energy supply through the bargaining power of pooled customer aggregation purchases;
2. To ensure maximum investment of energy generation dollars in local projects and energy options;
3. To secure clean and sustainable energy sources as significant portions of community energy supply;

4. To include in generation supply purchases investments in local energy efficiency investments;
5. To provide an option for aggregation of all eligible consumers on a non-discriminatory basis;
6. To allow the eligible consumers who do not participate to opt-out;
7. To ensure that suppliers provide quality, reliable service and customer service;
8. To include to the extent possible government accounts into the aggregation;
9. To advance community economic and energy development goals; and
10. To utilize local government powers and authorities to achieve these goals.

The process of governmental aggregation under ORC 4928.21 defines two different types of aggregation that may be enacted by a governmental entity opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each electric customer. At this stage, SOPEC's founding members have both passed opt-out aggregation options. Under the opt-out aggregation provision, all electric customers within the boundaries of current SOPEC member boundaries will be automatically included in the Program. Such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt-out during a 21-day period. A similar opt-out period will be offered at least every three years during which Members can leave SOPEC's aggregation pool without paying a switching fee. Distribution services will continue as a function of the local utility; but SOPEC may request suppliers to take on billing responsibilities for customers participating in supplier led energy efficiency or distributed generation programs. The local utility will continue to own, furnish, install, calibrate, test and maintain all meters and associated equipment used for customer billing and retail energy settlement purposes. The local utility shall be the "provider of last resort" for customers not participating in the Program who have no other competitive Supplier.

SOPEC will not assume title to electric generation. It will not buy and resell electric generation to the participants of the program. Instead SOPEC will negotiate a contract with a competitive retail electric Supplier to provide electric supply to the Members of the aggregation program. Billing and scheduling of electric loads shall be handled by the supplier or local utility.

### ***Rates***

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although SOPEC may participate in regulatory proceedings and represent the interests of consumers regarding these

regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the SOPEC Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the consumer bill as the “generation charge.” Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility’s standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

### ***Steps for Communities in the Process***

SOPEC will administer the following steps to ensure a legally effective aggregation and power supply from the competitive market. SOPEC will take these steps on behalf of member communities, and suppliers shall react as follows:

1. SOPEC shall develop and release a Request for Proposals that incorporates and addresses all of the goals expressed in section two of the Plan of Operation & Governance
2. Suppliers will respond to the SOPEC issued Request for Proposals; SOPEC and its agents will engage in direct negotiations with Suppliers
3. SOPEC shall select suppliers and execute supply contracts with suppliers
4. The local distribution utility for each member community shall supply its electronic list of eligible customers for those communities
5. Notification of opt-out process described below will be undertaken by SOPEC in conjunction with the Supplier via U.S. mail and utilizing the customer list addresses;
6. The Customer list will be revised by the SOPEC and the Supplier based upon the responses to the opt-out notice; which will then be transmitted to the appropriate distribution utility;
7. The appropriate distribution utility for each member community will complete the administrative transfer of participating customers to the chosen supplier
8. SOPEC will ensure the firm delivery of electric supply based on the terms and conditions of the supply contract
9. SOPEC acts to protect the interests of member communities



### ***Customer Involvement in the Program***

An “eligible consumer” in the program shall be a consumer as to whom a competitive rate is available and is not already enrolled in a State of Ohio sponsored Aggregation Program for residential customers or is otherwise ineligible under utility or PUCO rules. Eligible consumers shall be notified of the Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21-day period specified in the terms and conditions of the Supply Contracts.

Customers that shall not be included in a governmental aggregation program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO’s “do not aggregate” list;
- A “mercantile customer” (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;
- A customer enrolled in the percentage of income payment plan (PIPP);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator’s member communities.

### ***Opt-Out Process***

During this 21-day period consumers may choose another competing supplier or other service offer from their local distribution company. Participating consumers will be given the opportunity every three years after the initiation of service to opt-out. Participating consumers who choose to opt-out of the Aggregation Program after the initial 21-day period, but prior to the next three-year opt-out opportunity, may face an exit charge, which will be described in the opt-out notification.

Consumers who relocate to a SOPEC member community (including those who move from a member community) and are new electric customers may participate in the program at the existing price and terms offered for that customer class, or other terms specified under the supply contract. Such new electric consumer can also choose to opt-out of the Aggregation Program at no charge during the initial 21-day period after relocation and at subsequent opt-out periods every three years.

Prior to initiation of service, all eligible consumers shall be notified of the opt-out terms. The process of notification shall be as follows:

1. A separate mailing
2. Newspaper notices
3. Public service announcements
4. Posting of prominent notice in the local government office building in each member community

Prior to enrollment, notification shall be mailed in a timely manner for receipt by consumers prior to their start of service day. The opt-out period is 21 days. The notification shall include the following elements:

1. Information regarding the consumers right to decline and opt out service without penalty
2. Information regarding the consumer right to opt-out of the program and return to Standard Offer service or competitive service with another supplier without penalty every three years;
3. All charges to be made and a comparison of the primary terms of SOPEC's selected contract compared to the Standard Offer;
4. Information about eligible energy efficiency and distributed energy customer options; and
5. A consumer-friendly form to check off, sign and return to indicate a decision to opt-out of the program.

Consumers that do not return the opt-out form within 21 days shall be automatically included in the Aggregation Program.

To effectively activate the program, the local distribution shall provide an eligible customer list; this list shall not be inclusive of customers whom have already selected a competitive supplier. This information must also include applicable meter numbers and other appropriate codes. Following the opt-out process, the supplier shall eliminate all customers who chose to opt-out from the electronic customer list. The revised electronic customer list shall be transmitted back to the local distribution utility for a customer transfer to the selected suppliers. Eligible

customers on all billing cycles will be enrolled with the selected supplier with the beginning of a new billing cycle.

Eligible customers who relocate to a SOPEC member community shall be included in the Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opportunity by the local distribution utility when they sign up for service. The supplier shall be notified of these eligible customers by the local distribution utility; and the supplier shall be responsible for any opt-out notice.

Every three years, customers may be permitted to opt-out of the aggregation program at no fee.

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

### ***Customer Service***

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), SOPEC will ensure that the selected Supplier comply all statutes, rules and regulations currently in place and as may be amended from time to time. SOPEC will provide on-going consumer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending on the subject and appropriate venue. SOPEC will also assist member communities with all required notifications, information, and public hearings.

SOPEC will ensure that consumers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any fees, opt-out opportunities, including the conditions under which a consumer may rescind a contract without penalty.

The selected supplier shall utilize the billing services of the local distribution company to render timely billings to each participating customer; except where bills will be directly managed by the Supplier for the purposes of providing energy efficiency, distributed generation or other options as specified under contract.

All bills shall comply with PUCO rules, regulations, and requirements regarding the essential components and formats. Credit and collection processes concerning

billing will remain the sole responsibility of the selected Supplier and the local distribution company as provided by state law. Under no circumstances shall SOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the consumer facilities. Consumer bill shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution company and/or the Supplier. Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating consumer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

### ***Consumer Protections***

The following consumer protection provisions are anticipated to be contained in a Supply Contract:

1. Title to and risk of loss with respect to the electric energy will transfer from the Supplier to participating consumers at the Point-of-Sale, which is the customer's side of the meter.
2. Energy delivered pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.
3. Recognizing that electricity provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating consumer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a

particular purpose), with respect to the provision of services and electric energy.

4. Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating consumers in SOPEC member communities receive power supply with reliability equal to that of native load customers for the distribution company. The Supplier is providing generation and transmission services, and participating consumers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract consistent with the requirements of law and equivalent to network service available to native load customers.

### ***Consumer Complaints***

It is important that consumer complaints be directed to the proper party. The selected Supplier shall ensure that each participating consumer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier can be directed to SOPEC or the PUCO. SOPEC will continue to monitor the selected Supplier for compliance with consumer protection provisions in the Supply Contract and timely resolution of consumer problems. Problems regarding the selected Supplier(s) can be directed to SOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org). SOPEC can be contacted at [athensaggregation@gmail.com](mailto:athensaggregation@gmail.com) or 740-541-5340.

At the request of SOPEC, the selected Supplier shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports

indicate problem in the selected Supplier's service, SOPEC will pursue timely remedial action or consider the Supplier in breach of the Supply Contract terms.

### ***Altering or Amending the Plan***

The SOPEC Aggregation Program may be terminated for participating consumers in two ways:

1. Upon the termination or expiration of the power supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
2. At the decision of an individual member community to cancel its membership in SOPEC.

In the event of termination, each customer receiving power supply services under the Aggregation Program will receive notification of termination of the program, ninety days prior. SOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provision of any negotiated agreements.

### ***Organizational Structure***

Each SOPEC member community shall have one representative in the SOPEC Assembly; which will serve as the legislative body for the organization. Members shall elect a Board of Directors. The Board of Directors of SOPEC shall oversee the implementation and operation of the Aggregation Program consistent with the provisions of the Ohio Revised Code 4928.21 and the Bylaws of the SOPEC organization.

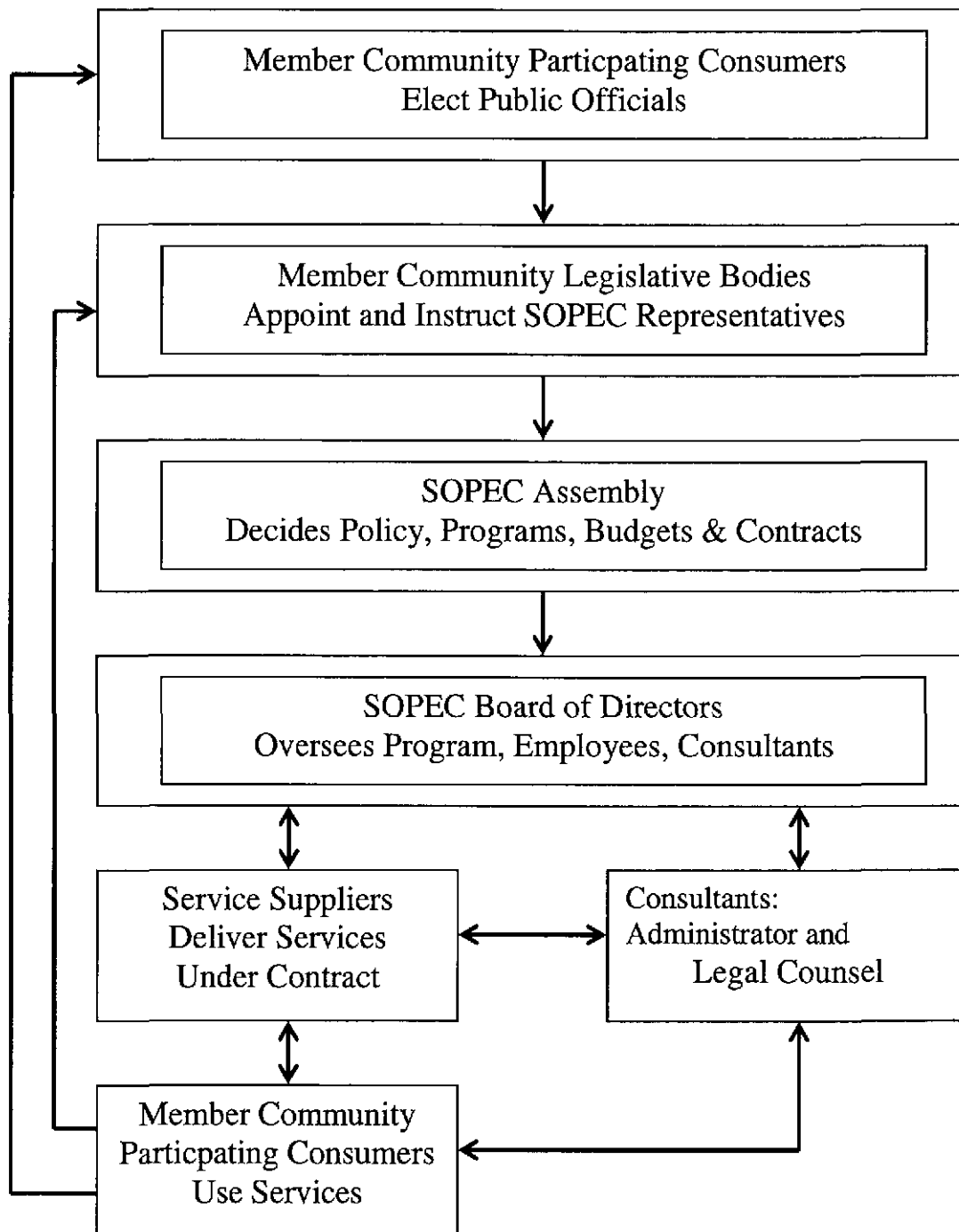
SOPEC shall act as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and other guarantees sufficient to protect consumers and the electric distribution utility. SOPEC may contract with service providers to achieve this purpose.

Outline of Structure:

1. Community Citizens: Consumers can influence the program through elections that put in place officials that will appoint and control the assembly members.

2. Member Communities Legislative Bodies: Local officials appoint and control the votes and actions of assembly members.
3. SOPEC Assembly: This is the legislative body of the organization, reviews its policies and contracts, and votes in the Board of Directors.
4. SOPEC Board of Directors: The Board of Directors shall manage the day-to-day operations of SOPEC, and may appoint agents and contract for services, and shall keep the Assembly informed of such actions.
5. Service Suppliers: Suppliers will contract with SOPEC to provide retail electric supply, energy efficiency, and local energy as part of contracts; and will report to SOPEC in carrying out these responsibilities.
6. Member Community Participating Consumers: Participants will benefit from negotiation leverage, opportunity to participate in energy efficiency programs, and local economic development through increased deployment of energy dollars in the local community

## ***SOPEC Member Electric Aggregation Program Organizational Structure***





### ***Certification***

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission. The certification of governmental aggregators is governed by Chapter 4901:1-21-16 of the Ohio Administrative Code and Section 4928.20 of the Ohio Revised Code. Section 4928.20 of the Ohio Revised Code allows municipalities to join together and combine their resources for development and implementation of a electric aggregation program.

### ***Aggregation Program Funding***

SOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing, implementing and providing oversight for the Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate kilowatt hour charge to all participating consumers to cover costs of the program. This charge will be a fraction of a mill (less than one tenth of one cent) per kilowatt hour. Such funds will be collected by the Supplier and paid to SOPEC. In the event additional funding for SOPEC is required, each SOPEC member may be assessed an annual fee pursuant to the agreement establishing SOPEC. The funding will be utilized for all Aggregation Program Operations.

**EXHIBIT A-4**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

***Automatic Aggregation Disclosure – “Opt-Out Notice”***

The Southeast Ohio Public Energy Council’s (“SOPEC”) aggregation program provides for automatic aggregation for the provision of competitive retail electric services in accordance with Ohio Revised Code Section 4928.20. Attached is a copy of the disclosure and opt-out notice.



October 6, 2015



## America's Energy Partner<sup>SM</sup>

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

**IMPORTANT INFORMATION FROM**  
Southeast Ohio Public Energy Council and  
AEP Energy regarding your electricity service at  
<S Address>

Dear <First> <Last>:

### THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL ANNOUNCES A NEW ELECTRIC PRICE OF 6.43 CENTS PER KWH FOR YOUR ELECTRICITY SUPPLY CHARGES.

The elected officials of your community have joined together to form SOPEC, a non-profit council of governments aggregator. SOPEC has combined the purchasing power of our members, the City of Athens, Athens County, the Village of Amesville and the Village of Trimble, to bring you this offer. SOPEC will provide businesses in your community with an opportunity to save money on their electricity supply and promote local renewable energy and energy efficiency programs. Under this arrangement, AEP Energy has been selected as SOPEC's preferred electricity supply provider. This special offer is exclusive for eligible businesses of SOPEC member communities because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Through the SOPEC Electric Aggregation Program, originally formed in December 2014, eligible businesses will receive a price of 6.43 cents per kWh for your electricity supply charges for a period of twenty-seven (27) months,<sup>1</sup> starting with the November 2015 billing cycle, depending on your meter-read date.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by October 27, 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, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, then you are all set.**

#### SOPEC's Electric Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible businesses will be automatically enrolled in the program unless you choose to "opt-out."
- **Potentially Save Money with a Low Price.** Under this offer, beginning with the November 2015 billing cycle, you will receive a price of 6.43 cents per kWh for your electricity supply charges for a period of twenty-seven (27) months. 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.
- **No Cancellation Fee.** There is no charge to cancel your contract at any time.

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 1-877-726-0214, 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 October 27, 2015.

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

Respectfully,

Chris Chmiel  
Chairman  
Southeast Ohio Public  
Energy Council

Paul Wiehl  
Mayor  
City of Athens

Gary Goosman  
Mayor  
Village of Amesville

Douglas Davis, Sr.  
Mayor  
Village of Trimble

Scott D. Slusher  
President, Residential Business  
AEP Energy

AEP Energy is a competitive retail electric service provider. While it is an affiliate of AEP Ohio, AEP Energy is not soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio 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 AEP Ohio.



### The SOPEC Electric Aggregation Opt-Out Election Form

Please print clearly.

<First> <Last> Account Number: <Account Number>  
<Service Address>  
<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Phone: ( )

Account Holder's Signature:

Date:

Email Address:

This form must be postmarked no later than October 27, 2015 for your "opt-out" to be effective.

Terms & Conditions Version: 10.06.15OH\_AGG\_SC&ResCon  
AEP15.10.06\_SOPSC-RF2\_AGG\_R AQ

☒ I elect not to participate in the SOPEC Electric Aggregation Program with AEP Energy.  
Customer Code <Customer Code>

**IMPORTANT NOTICE:** By returning this signed form, I affirmatively elect NOT to participate in the SOPEC Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to "opt-out" of the SOPEC Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214 to "opt-out" no later than October 27, 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 SOPEC Electric Aggregation Program. I assume all responsibility to send the "Opt-Out" Election Form or to call AEP Energy.

#### Complete form and mail to:

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



**What is the Southeast Ohio Public Energy Council ("SOPEC")?**

SOPEC is a recently formed non-profit regional council of governments, comprised of member counties, cities and villages, including your community. SOPEC has been certified by the Public Utilities Commission of Ohio ("PUCO") as a governmental electricity aggregator. SOPEC also will promote the development of local renewable energy and efficiency programs primarily in Athens County.

**What is SOPEC's Electric Aggregation Program?**

Under the SOPEC Electric Aggregation Program, SOPEC acts 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 PUCO has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including your community) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC's Electric Aggregation program.

SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the businesses of SOPEC's member communities, beginning with the November 2015 billing cycle for a period of twenty-seven (27) 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 market-based prices rather than regulated rates offered by your 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.

**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 electric service provider. However, 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, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, then you are all set.** No deposits are required to enroll.

**When will this program start?**

The new contract period will begin with the November 2015 billing cycle for a period of twenty-seven (27) months.

**What is my price?**

Under this offer, beginning with the November 2015 billing cycle, depending on your meter-read date, you will receive a price of 6.43 cents per kWh for the generation portion of your electricity bill for a period of twenty-seven (27) months.

**Where do I send payment?**

You will continue to receive one bill each month from your local utility. 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 AEP Ohio, 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 contract term draws to a close, SOPEC can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible businesses. SOPEC can choose to end its aggregation 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 AEP Ohio, the local utility.

**Why did SOPEC select AEP Energy as its provider?**

SOPEC 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 my business moves to another location?**

If you move to another business location within your community, you will be able to continue participating in the program. If you leave your community, 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 October 27, 2015, you will be automatically enrolled if you: a) have an eligible business located in the specified city receiving electric service from AEP Ohio or AEP Energy and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between SOPEC and AEP Energy. \*AEP Energy's price excludes taxes, utility distribution and transmission charges and other utility charges and fees. There is no guarantee of any savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit AEPenergy.com.



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.**





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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the February 2018 billing cycle ("Term").	<b>Residential &amp; Small Commercial Customers:</b> 6.430¢ per kWh for Generation Service and Green-e® Energy Certified renewable energy certificates (RECs) sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. Price excludes taxes, utility Distribution Service charges, Transmission Services and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.	Your Agreement will terminate after the initial term. See <b>Section 8</b> for details.

**CONDITIONS.** These Terms and Conditions (this "Agreement") are your agreement for Generation Service 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 services to your Electric Distribution Utility ("EDU") based on your usage. All electricity will be supplied and delivered under the Southeast Ohio Public Energy Council's ("SOPEC") aggregation program, which is governed by the Government Aggregation Master Retail Supply Agreement dated December 9, 2014 between SOPEC and AEP Energy ("SOPEC Agreement"). 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. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies.

**DEFINITIONS.** "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 supply of firm full requirements retail 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 provider provides Generation Service. "Transmission Services" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "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.

**OTHER IMPORTANT DISCLOSURES.** In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification.** Please be advised that the EDU's standard offer rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU's standard offer rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

**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 who is not current on their EDU charges.

**2. Price.** Starting with the first billing cycle of this Agreement through the last billing cycle of the Term, the price will be as stated above under the heading "Generation Service Charges." You are responsible for, and your price does not include, applicable state and local taxes and/or EDU charges, which will be billed by the EDU. During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined full requirements 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 kilowatt-hours ("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 \$40 to



\$50 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, L.L.C., or an Independent System Operator (ISO), such as the Midcontinent Independent 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 may pass through to you certain 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, as provided in the SOPEC Agreement. These fees and charges 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 may be passed through to you and added to your price.

**3. Term (Length of Agreement).** Your service from AEP Energy will begin with the next available meter-reading in the Term 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, 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 minimum of fourteen (14) calendar days written notice. Upon cancellation you will be returned to your EDU 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. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement. 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.

**6. Cancellation/Termination Provisions/Failure to Pay/AEP Energy Default.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, for any reason by providing AEP Energy with thirty (30) calendar days prior written or verified telephone notice. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days advance written notice. 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.

Upon AEP Energy's material failure to provide Generation Service to you as required hereunder, AEP Energy shall owe you liquidated damages in the amount of the greater of (a) Market Value (as hereinafter defined) less Contract Value (as hereinafter defined) or (b) zero ("Liquidated Damages"); provided, however, that no material failure will be deemed to have occurred if (i) AEP Energy has not been given the opportunity to cure such material failure within thirty (30) calendar days after receiving written notification from you of such material failure, or (ii) such material failure is the result of a Force Majeure Event (as hereinafter defined). "Market Value" means the lesser of (i) the applicable EDU standard offer service rates multiplied by the Remaining Performance (as hereinafter defined) or (ii) the amount a bona fide third party retail customer would pay for the Remaining Performance at retail market prices as of the termination date. "Contract Value" means the amount that would have been owed by you under this Agreement for the Remaining Performance had this Agreement not been terminated early. "Remaining Performance" means the remaining performance, in kWhs, under this Agreement for the remainder of the Term had it not been terminated early, based on historical usage. AEP Energy shall calculate the Liquidated Damages in its commercially reasonable discretion, including where applicable AEP Energy estimates of market prices and forward market prices. The parties acknowledge and agree that the Liquidated Damages constitute a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

**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: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) the end of the seven (7) day rescission period and b) acceptance of enrollment by your EDU.

**8. Contract Expiration.** 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 this 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](http://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 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM - 5:00 PM EST weekdays, or [www.pickocc.org](http://www.pickocc.org).

**10. 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 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 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. 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. 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. 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, or other acts of any governmental authority (including the PUCO 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 AEP Energy's control (each such cause, a "Force Majeure Event").

**12. REMEDIES.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LIQUIDATED DAMAGES IN PARAGRAPH 6 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, 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.

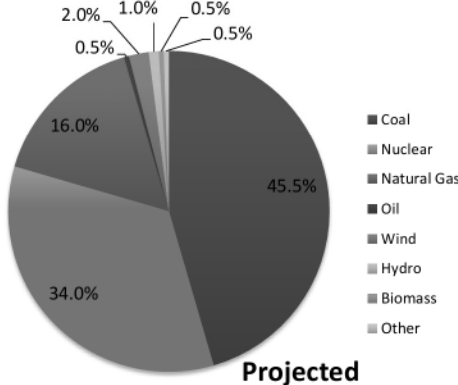
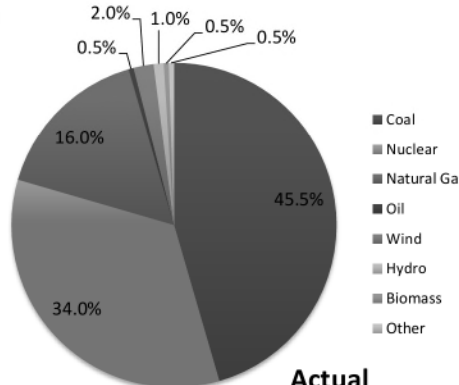
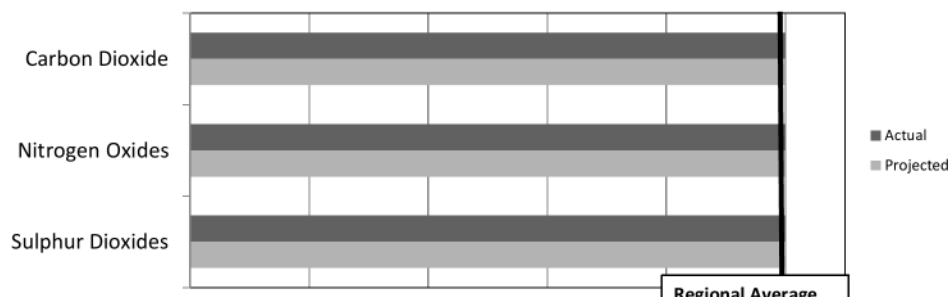
**13. Your Liability.** You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s).

**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.

**17. Contact Information.** The electricity supply service provided to you will include renewable energy sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. AEP Energy's product is certified by Green-e® Energy, which requires companies to provide their customers with this notice of price, terms and conditions of service. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto [www.green-e.org](http://www.green-e.org), or call toll-free 1-888-63-GREEN.

<p><b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during the period.</p>	 <p><b>Projected</b></p>	 <p><b>Actual</b></p>									
<p><b>Environmental Characteristics -</b> A description of the characteristics associated with each possible generation resource.</p>	Biomass Power	Air Emissions and Solid Waste									
	Coal Power	Air Emissions and Solid Waste									
	Hydro Power	Wildlife Impacts									
	Natural Gas Power	Air Emissions and Solid Waste									
	Nuclear Power	Radioactive Waste									
	Oil Power	Air Emissions and Solid Waste									
	Other Sources	Unknown Impacts									
	Solar Power	No Significant Impacts									
	Unknown Purchased Resources	Unknown Impacts									
	Wind Power	Wildlife Impacts									
<p><b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</p>											
<p><b>Radioactive Waste -</b> Radioactive waste associated with the product.</p>	<table border="1" data-bbox="537 1461 1357 1577"> <thead> <tr> <th>Type:</th><th>Quantity:</th><th></th></tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td><td>Unknown</td><td>LBs./1,000 kWh</td></tr> <tr> <td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft.<sup>3</sup>/1,000 kWh</td></tr> </tbody> </table> <p>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.</p>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	LBs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft. <sup>3</sup> /1,000 kWh
Type:	Quantity:										
High-Level Radioactive Waste	Unknown	LBs./1,000 kWh									
Low-Level Radioactive Waste	Unknown	Ft. <sup>3</sup> /1,000 kWh									
<p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, visit us online at <a href="http://AEPenergy.com">AEPenergy.com</a> or contact AEP Energy at 1-866-258-3782.</p>											



October 6, 2015

## America's Energy Partner<sup>SM</sup>

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

**IMPORTANT INFORMATION FROM**  
Southeast Ohio Public Energy Council and  
AEP Energy regarding your electricity service at  
<S Address>

Dear <First> <Last>:

### THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL ANNOUNCES A NEW ELECTRIC PRICE OF 6.43 CENTS PER KWH FOR YOUR ELECTRICITY SUPPLY CHARGES.

The elected officials of your community have joined together to form SOPEC, a non-profit council of governments aggregator. SOPEC has combined the purchasing power of our members, the City of Athens, Athens County, the Village of Amesville and the Village of Trimble, to bring you this offer. SOPEC will provide residents in your community with an opportunity to save money on their electricity supply and promote local renewable energy and energy efficiency programs. Under this arrangement, AEP Energy has been selected as SOPEC's preferred electricity supply provider. This special offer is exclusive for eligible residents of SOPEC member communities because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Through the SOPEC Electric Aggregation Program, originally formed in December 2014, eligible residents will receive a price of 6.43 cents per kWh for your electricity supply charges for a period of twenty-seven (27) months,<sup>1</sup> starting with the November 2015 billing cycle, depending on your meter-read date.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by October 27, 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, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, then you are all set.**

#### SOPEC's Electric Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible residents will be automatically enrolled in the program unless you choose to "opt-out."
- **Potentially Save Money with a Low Price.** Under this offer, beginning with the November 2015 billing cycle, you will receive a price of 6.43 cents per kWh for your electricity supply charges for a period of twenty-seven (27) months. 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.
- **Enroll in a Budget Billing Plan.** Simply call the number below to sign-up for AEP Energy's Budget Billing Plan.
- **No Cancellation Fee.** There is no charge to cancel your contract at any time.

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 1-877-726-0214, 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 October 27, 2015.

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

Respectfully,

*Chris Chmiel*

Chris Chmiel  
Chairman  
Southeast Ohio Public  
Energy Council

*Paul Wiehl*

Paul Wiehl  
Mayor  
City of Athens

*Gary Goosman*

Gary Goosman  
Mayor  
Village of Amesville

*Douglas Davis, Sr.*

Douglas Davis, Sr.  
Mayor  
Village of Trimble

*Scott D. Slusher*

Scott D. Slusher  
President, Residential Business  
AEP Energy

AEP Energy is a competitive retail electric service provider. While it is an affiliate of AEP Ohio, AEP Energy is not soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio 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 AEP Ohio.



### The SOPEC Electric Aggregation Opt-Out Election Form

Please print clearly.

<First> <Last> Account Number: <Account Number>  
<Service Address>  
<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Phone: ( )

Account Holder's Signature:

Date:

Email Address:

This form must be postmarked no later than October 27, 2015 for your "opt-out" to be effective.

Terms & Conditions Version: 10.06.15OH\_AGG\_SC&ResCon  
AEP15.10.06\_SOPR-RF2\_AGG-AQ

☒ I elect not to participate in the SOPEC Electric Aggregation Program with AEP Energy.  
Customer Code <Customer Code>

**IMPORTANT NOTICE:** By returning this signed form, I affirmatively elect NOT to participate in the SOPEC Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to "opt-out" of the SOPEC Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to "opt-out" no later than October 27, 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 SOPEC Electric Aggregation Program. I assume all responsibility to send the "Opt-Out" Election Form or to call AEP Energy.

#### Complete form and mail to:

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



**What is the Southeast Ohio Public Energy Council ("SOPEC")?**

SOPEC is a recently formed non-profit regional council of governments, comprised of member counties, cities and villages, including your community. SOPEC has been certified by the Public Utilities Commission of Ohio ("PUCO") as a governmental electricity aggregator. SOPEC also will promote the development of local renewable energy and efficiency programs primarily in Athens County.

**What is SOPEC's Electric Aggregation Program?**

Under the SOPEC Electric Aggregation Program, SOPEC acts 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 PUCO has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including your community) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC's Electric Aggregation program.

SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the residents of SOPEC's member communities, beginning with the November 2015 billing cycle for a period of twenty-seven (27) 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 market-based prices rather than regulated rates offered by your 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.

**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 electric service provider. However, 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, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, then you are all set.** No deposits are required to enroll.

**When will this program start?**

The new contract period will begin with the November 2015 billing cycle for a period of twenty-seven (27) months.

**What is my price?**

Under this offer, beginning with the November 2015 billing cycle, depending on your meter-read date, you will receive a price of 6.43 cents per kWh for the generation portion of your electricity bill for a period of twenty-seven (27) months.

**Where do I send payment?**

You will continue to receive one bill each month from your local utility. 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.

**Is Budget Billing available?**

A Budget Billing Plan is now available for AEP Energy's charges (Generation and Transmission 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](http://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 AEP Ohio, 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 contract term draws to a close, SOPEC can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households. SOPEC can choose to end its aggregation 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 AEP Ohio, the local utility.

**Why did SOPEC select AEP Energy as its provider?**

SOPEC selected AEP Energy because 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 another home?**

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



Unless you affirmatively "opt-out" by October 27, 2015, you will be automatically enrolled if you: a) have an eligible residence located in the specified city receiving electric service from AEP Ohio or AEP Energy and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between SOPEC and AEP Energy. <sup>1</sup>AEP Energy's price excludes taxes, utility distribution and transmission charges and other utility charges and fees. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit [AEPenergy.com](http://AEPenergy.com).



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.**





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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the February 2018 billing cycle ("Term").	<b>Residential &amp; Small Commercial Customers:</b> 6.430¢ per kWh for Generation Service and Green-e® Energy Certified renewable energy certificates (RECs) sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. Price excludes taxes, utility Distribution Service charges, Transmission Services and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.	Your Agreement will terminate after the initial term. See <b>Section 8</b> for details.

**CONDITIONS.** These Terms and Conditions (this "Agreement") are your agreement for Generation Service 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 services to your Electric Distribution Utility ("EDU") based on your usage. All electricity will be supplied and delivered under the Southeast Ohio Public Energy Council's ("SOPEC") aggregation program, which is governed by the Government Aggregation Master Retail Supply Agreement dated December 9, 2014 between SOPEC and AEP Energy ("SOPEC Agreement"). 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. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies.

**DEFINITIONS.** "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 supply of firm full requirements retail 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 provider provides Generation Service. "Transmission Services" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "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.

**OTHER IMPORTANT DISCLOSURES.** In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification.** Please be advised that the EDU's standard offer rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU's standard offer rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

**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 who is not current on their EDU charges.

**2. Price.** Starting with the first billing cycle of this Agreement through the last billing cycle of the Term, the price will be as stated above under the heading "Generation Service Charges." You are responsible for, and your price does not include, applicable state and local taxes and/or EDU charges, which will be billed by the EDU. During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined full requirements 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 kilowatt-hours ("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 \$40 to



\$50 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, L.L.C., or an Independent System Operator (ISO), such as the Midcontinent Independent 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 may pass through to you certain 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, as provided in the SOPEC Agreement. These fees and charges 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 may be passed through to you and added to your price.

**3. Term (Length of Agreement).** Your service from AEP Energy will begin with the next available meter-reading in the Term 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, 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 minimum of fourteen (14) calendar days written notice. Upon cancellation you will be returned to your EDU 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. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement. 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.

**6. Cancellation/Termination Provisions/Failure to Pay/AEP Energy Default.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, for any reason by providing AEP Energy with thirty (30) calendar days prior written or verified telephone notice. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days advance written notice. 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.

Upon AEP Energy's material failure to provide Generation Service to you as required hereunder, AEP Energy shall owe you liquidated damages in the amount of the greater of (a) Market Value (as hereinafter defined) less Contract Value (as hereinafter defined) or (b) zero ("Liquidated Damages"); provided, however, that no material failure will be deemed to have occurred if (i) AEP Energy has not been given the opportunity to cure such material failure within thirty (30) calendar days after receiving written notification from you of such material failure, or (ii) such material failure is the result of a Force Majeure Event (as hereinafter defined). "Market Value" means the lesser of (i) the applicable EDU standard offer service rates multiplied by the Remaining Performance (as hereinafter defined) or (ii) the amount a bona fide third party retail customer would pay for the Remaining Performance at retail market prices as of the termination date. "Contract Value" means the amount that would have been owed by you under this Agreement for the Remaining Performance had this Agreement not been terminated early. "Remaining Performance" means the remaining performance, in kWhs, under this Agreement for the remainder of the Term had it not been terminated early, based on historical usage. AEP Energy shall calculate the Liquidated Damages in its commercially reasonable discretion, including where applicable AEP Energy estimates of market prices and forward market prices. The parties acknowledge and agree that the Liquidated Damages constitute a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

**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: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) the end of the seven (7) day rescission period and b) acceptance of enrollment by your EDU.

**8. Contract Expiration.** 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 this 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](http://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 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM - 5:00 PM EST weekdays, or [www.pickocc.org](http://www.pickocc.org).

**10. 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 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 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. 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. 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. 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, or other acts of any governmental authority (including the PUCO 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 AEP Energy's control (each such cause, a "Force Majeure Event").

**12. REMEDIES.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LIQUIDATED DAMAGES IN PARAGRAPH 6 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, 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.

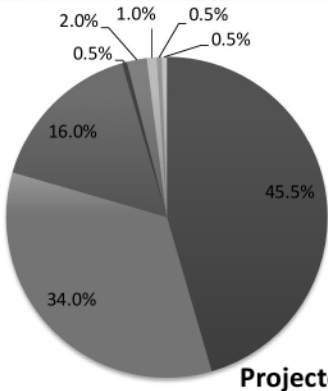
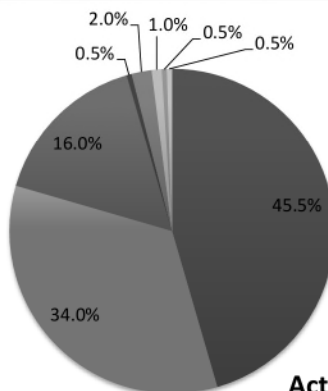
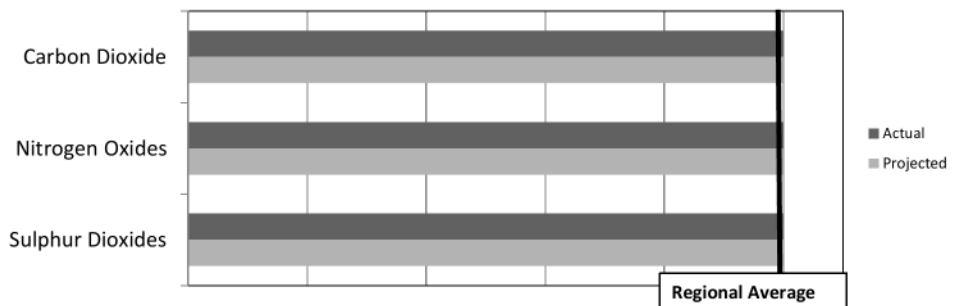
**13. Your Liability.** You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s).

**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.

**17. Contact Information.** The electricity supply service provided to you will include renewable energy sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. AEP Energy's product is certified by Green-e® Energy, which requires companies to provide their customers with this notice of price, terms and conditions of service. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto [www.green-e.org](http://www.green-e.org), or call toll-free 1-888-63-GREEN.

<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during the period.	 <p><b>Projected</b></p>	 <p><b>Actual</b></p>									
<b>Environmental Characteristics -</b> A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste									
	Coal Power	Air Emissions and Solid Waste									
	Hydro Power	Wildlife Impacts									
	Natural Gas Power	Air Emissions and Solid Waste									
	Nuclear Power	Radioactive Waste									
	Oil Power	Air Emissions and Solid Waste									
	Other Sources	Unknown Impacts									
	Solar Power	No Significant Impacts									
	Unknown Purchased Resources	Unknown Impacts									
Wind Power	Wildlife Impacts										
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.											
<b>Radioactive Waste -</b> Radioactive waste associated with the product.	<table><tr><th>Type:</th><th>Quantity:</th><th></th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>LBs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft.<sup>3</sup>/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	LBs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft. <sup>3</sup> /1,000 kWh
	Type:	Quantity:									
High-Level Radioactive Waste	Unknown	LBs./1,000 kWh									
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 costs. For further information, visit us online at <a href="http://AEPenergy.com">AEPenergy.com</a> or contact AEP Energy at 1-866-258-3782.											

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

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 14-0936-EL-GAG**

Summary: Text Renewal Application of Southeast Ohio Public Energy Council electronically filed by Teresa Orahod on behalf of Glenn S. Krassen