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April 4, 2017

Ms. Barcy F. McNeal Docketing Division Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: Case 13-760-EL-GAG City of Bucyrus

Dear Ms. McNeal:

Please find enclosed a Renewal Application for Government Aggregation for the City of Bucyrus. Porter Wright is filing the Renewal Application on behalf of the City of Bucyrus, for which AEP Energy, Inc. is the current electric supplier.

Please contact me directly with questions.

Sincerely,

Andrew C. Emerson

Enclosure



Original GAG
CaseNumber

13-1-760-D1-GAC
August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name City of Bucyrus

Address 500 S. Sandusky Avenue, Bucyrus, Ohio

PUCO Certificate # and Date Certified #13-683E(1) - 4/28/13

Telephone # (419) 562-6767 Web site address (if any) www.cityofbucyrusoh.us

- 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-"Ont-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.

	#12 in the attached Affidavit.
A-5	Contact person for regulatory or emergency matters
	Name Jeffrey A Wagner
	Title Service/Safety Director
	Business address 500 S. Sandusky Avenue, Bucyrus, OH 44820
	Telephone # (419) 562-6767 Fax # (419) 562-4013
	E-mail address ssd@cityofbucyrusoh.us
A-6	Contact person for Commission Staff use in investigating customer complaints
	Name Jeffrey A. Wagner
	Title Service/Safety Director
	Business address 500 S. Sandusky Avenue, Bucyrus, OH 44820
	Telephone # (419) 562-6767 Fax # (419) 562-4013
	E-mail address ssd@cityofbucyrusoh.us
A-7	Applicant's address and toll-free number for customer service and complaints Customer Service address 500 S. Sandusky Avenue, Bucyrus, OH 44820 Toll-free Telephone # (419) 562-6767 Fax # (419) 562-4013 E-mail address ssd@cityofbucyrusoh.us
Sugar	re of Applicant & Title
Sworn : Month	and subscribed before me this 28th day of MARCH, 2017 Year
Kull Signatu	re of official administering oath Compared to the control of th
	My commission expires on 3-1-20 KELLI R. TUTTLE Notary Public, State of Oh My Commission Expires



Renewal Instructions for Electric Governmental Aggregators

- I. <u>Where to File</u>: Renewal applications should be sent to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.
- II. What to File: Applicant must submit one original notarized application signed by an authorized official and three conformed copies, including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly labeled as indicated on the application form. For example, Exhibit A-2 should be labeled "Exhibit A-2 'Authorizing Ordinance." All pages should be numbered and attached in a sequential order. VERY IMPORTANT: The renewal application must be docketed in the applicant's original EL-GAG case number.
- III. Renewal Application Form: The renewal application form is available on the Commission's web site, www.puco.ohio.gov or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.
- IV. <u>Commission Process for Certification Renewal</u>: A renewal application shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission renewal process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete will cause delay in renewal

If the Commission does not act within 30 days, the renewal application is deemed automatically approved on the 31st day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail electric service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-24-09 of the Ohio Administrative Code.

CRES providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-24-10 of the Ohio Administrative Code.

- V. <u>Questions</u>: Questions regarding filing procedures should be directed to CRES@puc.state.oh.us.
- VI. Governing Law: The certification/renewal of competitive retail electric suppliers is governed by Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

AFFIDAVIT

State of OHTO:

County of CRAWFORL

BUCYLUS ss (Town)

EFFREY A. WAGNERAffiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Service Safety (Office of Affiant) of The CITY OF BUYEUS (Name of Applicant);

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

- 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.
- 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.
- 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.
- 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 optout (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.

Sworn and subscribed before me this 28TH day of MARCH

My commission expires on

KELLI R. TUTTLE Notary Public, State of Ohio My Commission Expires 03-01-2021

EXHIBIT A-2

AUTHORIZING ORDINANCE

ORDINANCE NO. 44-2004

AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF BUCYRUS ELECTRIC AGGREGATION PROGRAM: AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 4928 of the Ohio Review Code, to facilitate competitive saturil electric service to promote electric services, lower cost of electric supplies, and other benefits, certain governmental entities may aggregate certain electric consumers within their jurisdiction; and

WHIEREAS, on November 6, 2001, the electors of the City of Bucyrus approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

VAHEREAS, Revised Code 4928.20(C) requires a governmental antity interested in the automatic registration of outlement under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

NOW THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUCYRUS, STATE OF OHIO, tero-thirds of eli members elected thereto conquiring:-

SECTION 1. That this Council hereby adopts the City of Buoyaus Plan of Operation and Governance, attached hereto and incorporated hereto by reference as Exhibit "A" for the implementation and administration of the City's municipal electric aggregation program in accordance with Revised Code 4928-20(C).

SECTION 2. That this Ordinance is hereby declared to be an emergency measure in that opportunities to coordinate aggregation activities with certain suppliers of electric services may become limited, santa being deemed necessary for the preservation of the health, eafety and welfare of the oltizens of the City of Bucyrus, and it shall therefore be in full force and effect from and after its Dassage,

Passed this 21st day of September	
ATTEST: W. A. A. Regina H. Zomes,	Rundy L. Tidabeck,
Clerk of the Council	President of Council

Appropried this 21.st day of September, 2004.

Daniel F. Ross - MAYOR

CERTIFICATION

I, Regina H. Zornes, duly appointed and qualified Clerk of the Bucyrus City Council, do hereby certify that the foregoing Ordinance No. 44-2004 is a true, accurate and carrect copy as adopted by the Eucyrus City Council on the Zist day of September of 2004, and recorded in Ordinance and Resolution Volume 32, Page 44, of the City of Suryrus, Ohio.

Clark of Bucyrus City Council

ORDINANCE NO. 37-2001

Page Lef3

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928-28 OF THE OHIO REVISED CODE, DIRECTING THE CRAWFORD COUNTY BOARD OF ELECTIONS TO SUMMIT A BALLOT QUESTION TO THE ELECTORS.

WEEREAS, the Obio legislature has emeted electric deregulation legislations ("Am. Sub. S.R. No. 3") which authorizes the legislative authorities of manicipal corporations, tetrahipe and counties to aggregate the retail electrical leads located in the respective jurisdictions and to enter late service agreements to facilitate for these loads the purchase and sale of electricity; and

WHEREAS, such ingislative authorities may exercise such authority jointly with sny other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential such annul business customers collectively to participals in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and

Withread, this council seeks to establish a governmental aggregation program with out-out provisions pursuant to Section 4929.20 of the Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric communes it the City and in conjunction jointly with any other manicipal corporation, towardsp, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUCYBUS, State of Ohio, a majority of all members elected therets cancerrings-

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program are approved by the electors of the City durantee and the Aggregation Program are approved by the electors of the City pursuant to Section 1 of this Ordinance, the City is hereby antinorized to aggregate in accordance with Section 4328.28 of the Citio Revised Code, the retail electrical leads located within the City, and, for that purpose, to enter into service agreements to facilitate for those leads the sale and purchase of electricity. The City may exercise such authority jointly with any other numbered corporation, township, county or other political subdivision of the

ORDINANCE NO. 37-2001

Page 2 of 3

State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person evalue, occupying, controlling or using an electric lead centur proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Crawford County is hereby directed to submit the following question to the electors of the City at the general election on Reveniber 6, 2001:

Shall the City of Bucyrus have the authority to aggregate the retail electric leads located in the City, and for that purpose outer into service agreements to facilitate for these leads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out, all in accordance with Section 4928.20 of the Obio Revised Code and Ordinance No. 37-2001, adopted by the City Connell?

The Clerk of this Council is instructed to file a cartified copy of this Ordinance and the proposed form of the ballet question with the Crawford County Roard of Elections not less than seventy-five (75) days prior to November 6, 2001. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Oklo Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the General election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political ambdivision, shall develop a plan of operation and governance for the Aggregation Program. Hefore adopting such a plan, this Council shall hold at least two public hearings on the plan. Hefore the first hearing, notice of the hearings thall be published once a week for two conscentive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the data, time and location of each hearing. No plan adopted by this Council shall aggregate the electrical least of any electric load centur within the City unless it in advance clearly discloses to the person

ORDINANCE NO. 37-2001

Pere 3 of 3

counting, occupying, controlling, or using the load center that the person will be carefled automatically in the Aggregation Program and will remain so enrolled makes the person efficientially elects by a stated procedure and other terms and conditions of enrollment. The state procedure shall allow say person socially the Aggregation Program the opportunity to opt-out of the program every two years, without paying a switching fee. Any such person that opte-out of the Aggregation Program parament to the stated procedure shall defined to the standard service after provided under division (a) of Section 4928.14 or division (d) of Section 4928.35 of the Ohio Revised Code until the person chaoses an alternative supplier.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were passed in an open meeting 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.

SECTION 5. That this Ordinance shall be and remain in full force and effect from and
after its passage, legal publication and the earliest period allowed by law.

Show Tokkto

Girsh T. Achtermann - MAYOR

CERTIFICATION

I, Regina H. Zornes, duly appointed and qualifield Clerk of the Bucyrus City Council, do hereby certify that the foregoing Ordinance No. 37-2001, is a true, accurate and correct copy as adopted by the Bucyrus City Council on the 19th day of June of 2001, and recorded in Ordinance and Resolution Volume 31, Page 490, of the City of Bucyrus, Ohio.

Clark of Busyens City Council

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN

CITY OF BUCYRUS

PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL OPT-OUT ELECTRIC AGGREGATION

ADOPTED BY CITY COUNCIL

SEPTEMBER 21, 2004

Overview

At the November 6, 2001 general election, local residents authorized the City of Bucyrus ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and potentially achieve benefits.

1. Description of Services

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm full-requirements electric service. The contract will run for a fixed term (i.e., one to five years). Once the contract has been finalized, it will be submitted to the Bucyrus City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice detailing the rates, terms and conditions that will apply to that consumer.

Each consumer will then have a 21-day period to opt out of, or decline to participate in, the Aggregation Program without charge. Consumers opting out of the program will remain on the

Standard Offer Generation Service of either Ohio Power or Ohio Edison, as appropriate, until such time as they select an approved CRES Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to earoll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same Ohio Rdison or Ohio Power account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Power or Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Power or Ohio Edison.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. Ohio Power or Ohio Edison will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). Ohio Power or Ohio Edison will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants will continue to call Ohio Power or Ohio Edison if their power goes out or if they have billing questions. The PUCO will continue to oversee electric safety and reliability service standards of Ohio Power and Ohio Edison.

The City developed this Pian of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

Plan of Operation and Governance

The Bucyrus City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section

4928.20. Amendments to the Pian of Operation and Governance may be subject to Bucyrus City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with Ohio Power and Ohio Edison.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Safety-Service Director, or his assignee, which reports to the City Council. The Safety-Service Director, or his assignee, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider. The CRES Provider and the Safety Service Director, or his assignee, will work under the direction of the City Council with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Safety Service Director, or his assignee, may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, Ohio Power, Ohio Edison, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates may include an administrative fee, which shall (if implemented) be collected on behalf of the City to find the implementation and administration of the City's Aggregation Program. The administrative fee may be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

- 1. Certified CRES Provider by the PUCO
- 2. Registered with Ohio Power or Ohio Edison
- 3. Have a service agreement under Ohio Power or Ohio Edison or their successor organization's Open Access Transmission Tariff
- 4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Power or Ohio Edison, and that CRES Provider's EDI computer system must be capable of effectively processing Aggregation Program EDI transactions in a timely manner
- 5. Meet standards of creditworthiness established by the City, Ohio Power or Ohio Edison and the PUCO.
- 6. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner
- 7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The Bucyrus City Council will approve through resolution or ordinance, the contracts entered into by the City with the CRES Provider.

Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable,

reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by Ohio Power or Ohio Edison customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Bucyrus City Council.

Ohio Power's and Ohio Edison's Regulated Customer Classifications and Rates

Obio Power or Obio Edison assigns customer rate classifications; character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for Obio Power or Obio Edison's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in suy and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to Ohio Power or Ohio Edison's generation cost.

Developing the Pool of Eligible Accounts

The City shall request Ohio Power and Ohio Edison to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- > Customer billing address:
- > Ohio Power or Ohio Edison customer account mumber;
- Ohio Power or Ohio Edison rate code:
- > Ohio Power or Ohio Edison PIPP code;
- > Customer load data;
- > Whether or not a customer has a present contract with a CRES Provider,
- > Whether or not a customer has a special service contract with Ohio Power or Ohio Edison.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

Initial Consumer Notification and Enrollment

After contract approval by the Bucyrus City Council, the CRES Provider will work with the City and Ohio Power or Ohio Edison to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the program. Consumers will be given twenty-one (21) days from the postmark date of the opt out letter in which to notify the City that they wish to opt out of, or decline participation in, the Aggregation Program. Consumers opting out of the program will remain on Ohio Power or Ohio Edison's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

Consumers may use one or more of the following methods to opt out of the program:

- 1) Returning a post card or other form provided in the opt-out letter
- 2) Telephone
- 3) Internet

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, or customers in a "special rate" contract with Ohio Power or Ohio Edison.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from Ohio Power or Ohio Edison notifying them of their enrollment. Consumers will have seven

calendar days to notify the electric utility of any objection to their enrollment in the Aggregation Program. Onle Power or Ohio Edison will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every two years
- · At any other time; however an early termination fee may be assessed

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to Ohio Power's or Ohio Edison's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and Ohio Power or Ohio Edison service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from Ohio Power or Ohio Edison's SDI number), rate code, tider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with Ohio Power or Ohio Edison.

The CRES Provider will provide a local or toll free telephone number and Internet web site for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

New and Returning Participants

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, and consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the CRES Provider to obtain current enrollment information.

Participants who relocate within the City limits and retain the same Ohio Edison or Ohio Power account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Power or Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Power or Ohio Edison.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

Billing

The City initially plans to utilize Ohio Power or Ohio Edison's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and Ohio Power or Ohio Edison's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations.

The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

Onestions and Concerns

The Aggregation Program only impacts the source of generation or power supply. Ohio Power or Ohio Edison will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to costact Ohio Power at 800-277-2177 or Ohio Edison at 888-544-4877, as appropriate. Meter reading crother hilling questions should also be directed to Ohio Power at 888-237-5566, or Ohio Edison at 800-633-4766. Questions regarding Aggregation Program enrollment, opting out, and operation should be directed to the CRES Provider.

Question or Concern	Contact	Phone Number
Power outage or interruption	Ohio Power Ohio Edison	800-277-2177 888-544-4877
Turn power on or off	Ohio Power Ohio Edison	800-277-2177 800-633-4766
Meter reading/billing	Ohio Power Ohio Edison	800-277-2177 800-633-4766
To enroll in or opt out of the Aggregation Program	CRES Provider Hours:	800-XXXX-XXXX
Aggregation Program Questions or concerns	Service-Safety Director Hours:	419 562-6767
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) www.pickocc.org
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD) www.puco.obio.gov

Reliability and Indemnification of Consumers

Rectric service reliability is essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to Ohio Power and Ohio Edison's regulated transmission and distribution services; and through direct discussions with Ohio Power or Ohio Edison concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to Ohio Power or Ohio Edison's Standard Offier Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described harein, Ohio law, PUCO rules and regulation governing electric service, and Ohio Power's or Ohio Edison's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to Ohio Power's or Ohio Edison's Standard Offer Generation Service and participation in the Aggregation Program.

Particinant Responsibilities

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Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

Termination of the Assertantion Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRHS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 90 days prior to such program termination and could return to Ohio Power or Ohio Edison's Standard Generation Offer Service or select another approved CRES Provider.

Definitions .

Aggregation

Combining the electric loads of multiple customers for the purposes of supplying or stranging for the supply of competitive retail electric service to those customers.

Aggregation Program Manager

The person or entity designated by the Service-Safety Director, or his assigned to oversee the operation and management of the City of Bucyrua' Municipal Electric Aggregation Program.

Competitive Retail Electric Service (CRES)

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

Competitive Retail Electric Service Provider (CRES Provider)

A person or emity certified by the PUCO and registered with Ohio Power or Ohio Edison who supplies or offers to supply a competitive retail electric service over Ohio Power or Ohio Edison's electric transmission and/or distribution system. This term does not apply to Ohio Power or Ohio Edison in its provision of standard offer generation service.

Consumer

Any person or entity that is an end user of electricity and is connected to any part of Ohio Power or Ohio Edison's electric transmission or distribution system within the City of Bucyrus's corporation limits.

Delivery Charge

Charge imposed by Ohio Power or Ohio Edison for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

The delivery of electricity to a consumer's home or business over Ohio Power or Ohio Edison's local poles, wires, transformers, substations, and other equipment. Ohio Power or Ohio Edison's distribution system operations will remain regulated by the PUCO.

Electric Related Service

A service directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side

management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Electric Supply Charge

All charges related to the generation of electricity by the CRES Provider.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRBS under authority conferred under Section 4928.20 of the Ohio Revised Code.

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

Ohio Consumers' Counsel (OCC)

The Ohio Legislature established the Ohio Consumers' Counsel (OCC) in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in the City of Bucyrus' Municipal Electric Aggregation Program.

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Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, relivoed, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation catriers.

Standard Offer Generation Service

The electric generation service a consumer will receive from Ohio Power or Ohio Edison (the default electric service provider) if the customer does not choose a CRES Provider.

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE







Your Experts in Electricity Savings®

IMPORTANT INFORMATION FROM The City of Sucyrus and AEP Energy regarding your electicity aerolos at & Address:

Doar <First> < Last>:

The City of Ducyrus sets an electric price of (XI) cents per 1986 for a savings of up to (XI) off the current AEP Oblo utility rate.

We are pleased to amounce that the City of Bueyrus is providing you with an opportunity to save money on your electricity supply. Under this arrangement, AEP Energy has been selected as the City of Bacyrus' preferred electricity supply provider. This special offer is exclusive for eligible residents and businesses of the City because through the power of volume buying, AEP Energy is able so accure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power Company, Inc. (AEP).

Through the new City Electric Aggregation Program, eligible residents and businesses will receive [Price] through the period of [Date], starting with the [Date] billing cycle.

You will be suformatically enrolled in the program unless you choose NOT to participate by "opting-out" by [Desc]. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions.

The City Electric Aggregation Program is a Smart Choice:

- . It's Easy to Participain. You don't have to do anything to enroll. All eligible residents and businesses will be automatically enrolled in the program unless you choose to "opt-out."
- . Save likency with a Low Price. The City of Bucyrus has ensured that you will receive a price of [%] through the period of [Date], for your electricity service beginning with the [Oute] billing cycle, There is no cost to enroll in this exclusive program,

 Continue to Resolve 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.

If you do not wish to participate in this program, you must "opt-out" by calling the AEP Energy Customer Care Team 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 completing the Electric Aggregation "Opt-Out" Election Form below, Your "Opt-Out" Election Form must be returned by [Date].

You will find additional details of this program in the Frequently Asked Questions and Terms & Conditions within this packet. Thank you.

Respectfully,

[Signature]

Roger A. Moure Mayor City of Bucyrus

Jason M. Beck Managing Director, Residential Business AEP Energy

ДЕР	WINGA.	

The City of Bucyrus Electric Aggregation Opt-Out Election Form (alliet mit to periodorile in the filty (incless.) Alien width Program with Art Gardy.

Calle of the Calle .

NAM ORDIST STUDIOS: By remeding this algument from a stiff-manifold release that it is provided in the City Execution Aggregation Program. By also large processing, functions and make the City Execution Aggregation Programs, by also large processing, functions and earlier the accompanying manifold that the English two processing of only programs, function and marks and mark to ASP Seming of Last ASP Energy of Last ASP and Last ASP Companying and Last ASP Aspects of Last ASP Energy of

<First> <Last> Account Number: <Account Numbers «Service Address» <Service City>, <Service State> <Service Zip> Accessis Holder's Name: (Print) Account Holder's Standaure: This form must be posterorized no later than (Date) for your "opt-out" to be effective.

Complete form and seel to: AEP Energy Attr: City Electric Aggregation Program PO Box 3489 Chicago, IL 60654

[Torms & Conditions version:] [Marketing Code]

Frequently Asked Questions

What is the City Electric Aggregation Program? Under the City Electric Aggregation Program, the City acted on behalf of its electricity consumers to select an electricity provider who, through the power of volume buying, is able to secure electricity at competitive prices. The Public Utilities Commission of Ohlo ("PUCO") has taken steps to ensure that Ohlo's competitive electricity environment is consumer-triendly. Voters in the City approved this apprepation program and the City Council passed an ordinance adopting this Electric Aggregation

The City has selected AEP Energy as their preferred electricity supply provider to serve their residents and businesses beginning with the [Date] billing cycle through the period of [Date].

Who is AEP Energy?

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

How do I enroll?

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 electric utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this letter, the utility will complete the enrollment process. Once the utility completes your enrollment, you will be mailed an enrollment confirmation notice that your electric service will be provided by AEP Energy. No disposits are required to enroll.

When will this program start?

The City Electric Aggregation Program will begin with the [Date] billing cycle through the period of [Date].

What is my price?

The City of Buoynus has ensured that you will receive an electricity generation and transmission price of [price] beginning with [date] billing cycle.

How do I estimate my savings?

To estimate what your savings per kilowatt-hour (kWh) will be through this program, locate your 'Price to Compare' on your electricity bill. This is the price you pay for electric generation service from the utility, which is made up of both generation and transmission services. Divide your Price to Compare by 100, then multiply by .09 (9%) to determine your savings per kn/n. Multiply that number by your total monthly usage and you should see your savings for that month. 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 cartainty and can better manage your electricity expenses. Please vielt www.aepretailenergy. com/bapten for more information.

Can I cancel at any time?

Yes, you may cancel without penalty and switch to another provider or revert back to AEP Ohio, the local amoner provider or revert back to Act Chic, we local utility. Should you cancel your service with ACP Energy and return to standard offer service with your local utility, you may not be served under the same rides, terms, and conditions that apply to other utility customers.

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

Wity is this an "opt-out" program? it enables AEP Energy to offer a lower group rate based on the community's size.

Wity did the City select AEP Energy as its provider? The City selected AEP Energy as its provider following a competitive bidding process. AEP Energy was able to propose a program that represented the best overall value for eligible households and businesses.

if I opt-out initially, can I choose to join the program at

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 or 1 move my business location?

If you move to another home or business location within the City of Bucyrus, you will be able to continue participating in the program. If you leave the City of Buoyrus, you will no longer be eligible to participate.

Unious you addinated with "1994-out" by [Date], you will be subsensically swelled if your a) have an eligible academot or business located in the specified rity receiving electric service from AEP Order or AEP Rectay and b) are not specified in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agentement between the City and AEP Energy. Serimented eviring apply to the generation, and insummission of Dypastandies are vivine profiters over electricity bill and one bested on an average residential continuous training "59 kWth of electricity to a Namelle's bank white a windpart average. AEP Older Prints to Company (FC) was of [prints] can off (early) compand to our print of [prints] can be printed by the contribution changes and offer waitly charges and since. Some bugston equations optioners yet by market an interval motor depending on path demand if applicable. For more information, cell 1-877-126-8214, white our AEP Bingry, FO Ban 2489, Chicago, B. 66564, or visit AEP energy.com.

AEP Energy is a companion retail electric service provider. While it is not stillness of AEP Chio, AEP Energy in not soliciting on behalf of end is not an agent for AEP Ohio, AEP Chio, Contours do not need to practice any competitive retail electric service from AEP Chio.

If you have any additional questions, please contact the AEP Energy Customer Care Team 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.

EXHIBIT A-4.1

AUTOMATIC AGGREGATION DISCLOSURE -

"OPT-OUT FORM"

RECEIVED-DOCKETING DIV

2015 MAR 18 PM 3: 09

PUCO

Andrew C. Emeison aemerson@porterwright.com

Porte: Wright Monts & Anhur LLP 41 South High Street Suites 2800-3200 Columbus, Ohio 43215-6194

> Direct: 614-227-2104 Fax: 614-227-2100 Toll free: 800-533-2794

www.porterwright.com

porterwright

CINCINNATI
CLEVELAND
COLUMBUS
DAYTON
NAPLES
WASHINGTON, DC

March 18, 2015

Ms. Barcy F. McNeal, Secretary Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: Case No. 13-0760-EL-GAG

Dear Ms. McNeal:

The City of Bucyrus recently selected AEP Energy to provide CRES service under its government aggregation program. Under Ohio Admin. Code rule 4901:1-21-17, a government aggregator must docket the final opt-out notice no more than thirty days but no less than ten days before sending the notice to customers.

Please find attached a copy of the final opt-out notice, which will be mailed to all eligible customers on Saturday, March 28, 2015. Thus, the beginning of the twenty-one day opt-out period will be March 28, 2015 and the end of the period will be April 18, 2015.

If you have any questions, please feel free to contact me.

Sincerely.

andig Ennewoh/GJB
Andrew C. Emerson

COLUMBUS/1759799v.1



March 28, 2015

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



America's Energy Partner*

IMPORTANT INFORMATION FROM The City of Bucyeus and AEP Energy regarding your electricity service at «5 Address»

Dear <First> <Last>:

THE CITY OF BUCYRUS SETS A NEW SECURE ELECTRIC PRICE OF 1276 CENTS PER KNIH FOR A 9.5% SAYINGS OFFTHE CURRENT AEP ONIO UTILITY RATE.

The City of Bucyrus is providing its residents with an opportunity to save money on their electricity supply. Under this arrangement, AEP Energy has again been selected as the City of Bucyrus' preferred electricity supply provider. This special offer is exclusive for eligible residents of the City because through the power of volume buying. AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohlo-based company and a subsidiery of American Bectric Power (AEP).

Through the new City Electric Aggregation Program, starting with the May 2015 billing cycle, depending on your meterned date, eligible residents will receive a secure price of 2279 cents per kWn for your electricity supply charges for a period of twenty-four (24) months?

You will be stromsticelly enrolled in the program unless you choose NOT to participate by "opting-out" by April 18, 2016, if you do NOT wish to participate in this program, you must follow the "opt-out" instructions.

The City Electric Aggregation Program is a Smart Choice:

- fit's Easy to Participate. You don't have to do anything to enroll. All eligible residents will be autometically enrolled in the program unless you choose to "port-out."
- Potentially Save Maney with a Low Price. The City of Budyrus has been ensured that, beginning with the May 2016 billing cycle, you will receive a secure price of 7.278 cents per kWh for your electricity supply charges for a period of twenty-four (24) manths. There is no cost to smoll 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 amergency or maintenance issues.
- . Enroll in a Budget Billing Plan, Simply call the number below to sign up for AEP Energy's Budget Billing Plan.

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 1-877-728-0214, Monday ~ Friday from 8:00 am to 7:00 pm, EST and Saturday from 8:00 am to 1:00 pm EST or completing the Electric Aggregation "Opt-Out." Elect

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

Respectfully,

Jeffrey Wegner
Service/Sufety Director
City of Bucyrus

Stott D. Stisher President, Residential Business



AEP Energy is a competitive restal electric service provider. While it is an allifiate of AEP Ohio, AEP Energy is not selecting on befold of and is not an agent for AEP Ohio, Customers do not need to purchase any competitive related electric service from AEP Energy to receive or to continue to receive non-competitive related electric service from AEP Ohio.

CITY DISTRICT	AEP	ENERGY"
---------------	-----	---------

The City of Bucyrus Electric Aggregation Opt-Out Election Form Please print clearly.

Please print clearly Lefect not to narticipate in the City Electric

<First> <Last>

Account Number: <Account Number>

Date:

Phone: {

<Service Address>

<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Account Holder's Signature:

recount motors a cignitume.

Emaij Address:

This form must be postmarked no leter than April 18, 2015 for your "opt-out" to be effective.

Terms & Conditions Vocaion: AEP15,03,30_SUCR_AGGR_AO

I elect not to participate in the City Electric
Aggregation Program with ASP Energy.
Customer Code < Customer Code>

LEMPERTURAT \$00THDE; By commonsy this bayered form, I allemationally elect. NOT to parasisses in the Oby Electric Againstation Program by intensity and in paralleless (1 substratings from the accommencing reterrate that (veril foreign to be brackford of this program. I consistent that it is those to "top- and" of the Chry Electric Against and Programs, i sound complete this form and not in to Age. Energy not the APP Energy of the 2 as 1-827-728-02, 14, to "ope-com" on inter them Agest 18, 2015. It this form is not pretruminal or 1 do not call by the specific date, it substantially in the programs of the Chry Electric Againstation fragram. I assesse all expenditulity is seen the "Oby Electric Form or to call AEP Energy."

Complete form and real to: AEP Energy Am; City Electric Aggregation Program PC Box 3489 Chicago, II. 60654

FREQUENTLY ASKID OUESTIONS

What is the City Sectric Aggregation Program?

Under the City Electric Aggregation Program, the City acted on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive piless. The Public Unitities Commission of Onio ("PUCO") has teless staps to ensure that Chio's completitive electricity environment is consumer-friendly. Volers in the City approved this aggregation program and the City Council passed an ordinance adopting this Electric Aggregation program.

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

Who is AEP Energy?

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

How do I enroll?

You don't have so do enything 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 so be served by you local electric utility's standard service other or utility you choose an attemptive electric service provider. However, if you do not respond to this fatter, the utility will complete the enrollment process. Once the utility completes your enrollment, you will be assisted an enrollment confirmation noting that your electric service will be provided by AEP Energy. No deposits are required to enroll.

When will this program start?

The City Beatric Aggregation Program with begin with the May 2015 billing cycle for a period of twenty-four (24) months.

What is my price?

The City of Bucyrus has ensured that, beginning with the May 2015 billing cycle, depending on your mete-read date, you will receive a secure price of 2279 cents per KWh for the generation and trensmession portions of your electricity bill for a period of twenty-four (24) months.

How do lestimate my savings?

To astimate what your savings per knowes-hour striking will be through this program, locate your "Price to Compare" on your electricity bill. This is the price you pay for electric generation and transmission service from the utility. Take your "Price to Compare" and subtract the offer price. This sequences to your savings per XWh. Multiply your aswings of any per XWh by your morthly usage (AAA) to determine your savings amount per month. The utility distribution charges and other utility charges and see a not included in the savings calculation and will continue to be assessed by the local utility.

You will continue to receive one bitl each month from your local utility. The amount that you owe to AEP Energy will be stated separately on your brill and you will continue to send payments to your local utility only.

Is Budget Billing evaluable?

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

Care I cancel at any time?

Yes, you may cancel without penalty and switch to another provider or revolt back to AEP Ohlo, the local utility. Should you cancel your service with AEP Energy and return to stenderd service with your facal utility, you may not be served under the same reses, terms and conditions that apply to other utility customhers.

What happens at the end of the program?

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

Why is this an "opt-out" program?

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

Why did the City select AEP Energy as its provider?

The City selected AEP Energy because they were able to propose a program that represented the best overall value for sligible households.

Wil opt-out initially, ean i choose to join the program at a later date? If you opt-out initially, unformately, you will not be able to join the program at a later date.

What happens if the family moves to another home?

If you move to another home within the City of Sucyrus, you will be able to continue participating in the program. If you teave the City of Bucyrus, you will no longer be eligible so participate.

Where do I send payment?

Unless you allismanively "operous" by April 18, 2015, you will be automatically encoted if your at have an elegible represent sourced on the precision of the Approximate School 18, you will be automatically encoted if your at have an elegible represent control on the precision of the Approximate School 18 or the Enterty and bit are not exhall in the PEPP program. Participation is the program is subject to the Terms & Conditions of the Approximate University of the present apply to the generation and benchmission of the program property of the operation of the program and the program



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")

12860	GENERATION SERVICE CHARGES	CARCEILACION FEE	CONTRACT RENEWAL
	Residential Customers: 7,279¢ per kWh. Small Commercial Customers: 7,279¢ per kWh. Price is for Generation and Transmission Service, inclusive of a broker fee. Price excludes taxes, utility Distribution Service charges, and other non-bypassable utility charges and fees.		Your Agreement will terminate after the initial term. See Section 8 for details.

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

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

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

TERMS AND CONDITIONS OF SERVICE

1. Eligibility. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Plan Program (PIPP) and non-national account small commercial customers with annual usage less than 700,000 kWh are eligible for this offer from

AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer with an outstanding, unpaid electric bill.

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

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

- 4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing to residential customers only for AEP Energy's charges. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EOU 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 fallure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
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- 7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the seven (7) day rescission period, and c) acceptance of enrollment by your EDU.
- 8. Contract Renewal. At the end of its term, this Agreement will expire. As prescribed by the PUCO, at least every three years, you will be given the opportunity to "opt-out" of your community program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
- 9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at

1-866-258-3782 (toil-free) M-F 8AM - 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60554. Our web address is AEPEnergy, com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toil free) or TTY at 1-800-686-1570 (toil free) from 8:00 AM - 5:00 PM EST weekdays or at www.pucc.chic.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toil free) from 8:00 AM - 5:00 PM EST weekdays, or 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 a your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPEnergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

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

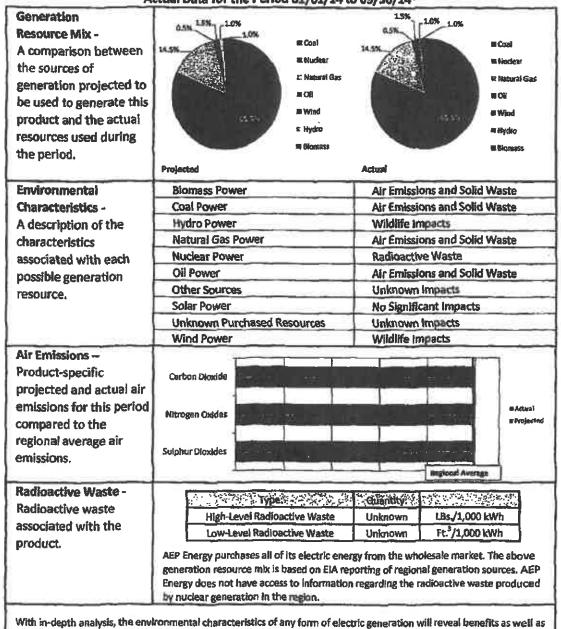
- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.
- 13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their

- respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.
- 14. Assignment. You shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.
- 15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.
- 16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., Suite 500, Columbus, OH 43215. For more information call (866) 258-3782 or visit AEPEnergy.com.



Environmental Disclosure - Quarterly Comparison AEP Energy

Projected Data for the 2014 Calendar Year Actual Data for the Period 01/01/14 to 09/30/14*



Version 14.12.300H_ED

costs. For further information, visit us online at AEPenergy.com or contact AEP Energy at 1-866-258-3782.

^{*}Environmental Disclosure label is based on the most accurate data available to AEP Energy as of December 30th, 2014.



March 28, 2015

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



America's Energy Partner*

MPORTANT INFORMATION FROM The City of Bucyrus and AEP Energy regarding your electricity service at & Address

Dear cfirsts clasts:

THE CITY OF BUCYRUS BETS A NEW SECURE ELECTRIC PRICE OF 7278 CENTS PER KWH FOR 4.4%' SAVINGS OFF THE CURRENT AEP ONIO UTILITY RATE.

The City of Bucyrus is continuing to provide its businesses with an opportunity to save money on their electricity supply. Under this arrangement, AEP Energy has been salected as the City of Bucyrus' preferred electricity supply provider. This special offer is exclusive for eligible businesses of the City because through the power of volume buying, AEP Energy is allo to secure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Through the new City Electric Aggregation Program, starting with the May 2015 billing cycle, depending an your mater-read date, eligible businesses will receive a secure price of 1.279 cents per KWh for your electricity supply charges for a period of twenty-four (24) months.

You will be automatically enrolled in the program unless you choose NOT to penicipate by "opting-out" by April 18, 2016. If you do NOT wish to penicipate in this program, you must follow the "opt-out" instructions.

The City 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 "ope-out."
- Potentially Save Money with a Low Price. The City of Bucyrus has been ensured that, beginning with the May 2015 billing cycle, you will receive a secure price of 7.279 cents per kWh for your electricity supply charges for a period of twenty-four (24) months. There is no cost to entoil in this exclusive program.
- Continue to Receive One Bill. Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

if you do not wish to participate in this program, you must "opt-out." There are two ways to opt-out, by calling the AEP Energy Customer Cate Team on 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 completing the Electric Aggregation "Opt-Out." Election Form below. Your "Opt-Out." Election Form must be returned by April 18, 2015.

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

Respectfully,

Jeffrey Wagner Service/Safety Director City of Buoyrus

Scott D. Slisher President, Residential Business



AEP Energy is a competitive recel electric service provider. While at it an eliberal of AEP Onto, AEP Energy is not suboring on behalf of and is not an agent for AEP Onto, AEP Onto, AEP Chica Customers do not need to purchase any competitive retail electric service from AEP Energy to receive or to contidue to receive non-competitive retail electric service from AEP Ohio.

AEP	energy.
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The City of Bacyrus Electric Aggregation Opt-Out Election Forma Plasse print closely.

Customer Code < Customer Code>

COSCULTER OF CODES **COSTONER*** CODES **COSTO

I elect not to participate in the City Electric
Aggregation Program with AEP Energy.

Complete form and snall to: AEP Energy Attn: City Secure Aggregation Program PO Box 3489 Chiosco, IL 60654

Torms & Conditions Version: AEP15.00.30_BUICSC_AGGR_AO

FREQUENTLY ASKED OLIFSHOLD

What is the City Electric Aggregation Program?

Under the City Electric Aggregation Program, the City ested on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive electricity environment is consumer-Kriendly. Voters in the City supproved this eggregation program and the City Council passed on ordinance adopting this Electric Aggregation program.

The City has selected AEP Energy as their preferred electricity supply provider to serve their businesses, beginning with the May 2016 billing cycle for a period of twenty-four (24) months.

Who is AEP Energy?

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

How do I sneell?

You don't have to do anything to entoil. All eligible customers will be automatically included in the program unless you choose to "ope-out," if you "pop-out," you will continue to be served by your local electric utility's standard service offer or until you choose on attendance electric service provider. However, if you do not respond to this letter, the utility will complete the enactiment process. Once the utility completes your encollment, you will be mailed an enrollment confirmation notice that your electric service will be provided by AEP Energy. No deposits are required to enroll.

When will this program start?

The City Electric Aggregation Program will begin with the May 2016 billing cycle for a period of twenty-four (24) months.

What is my price?

The City of Bucyrue has ensured than, beginning with the May 2015 billing cycle, depending on your meter-hard date, you will receive a secure price of 7.279 cents par kWh for the generation and transmission portions of your electricity bill for a period of twentry-four (24) months.

How do I estimate My savings?

To estimate what your savings per kilowent-hour kWh) will be through this program, locate your "Price to Compara" on your electricity bill. This is the price you pay for electric generation and transmission service from the utility. Take your "Price to Compara" and subtract the offer price. This equates to your savings per kWh. Multiply your savings iff any) per kWh by your monthly usage (kWh) to determine your savings amount per month. The utility distribution charges and other utility charges and fees are not included in the savings calculation and will continue to be assessed by the local utility.

Where do I send payment?

You will continue to receive one bill each month from your local utility. The amount that you own to AEP Energy will be extend separately on your bill and you will continue to send payments to your local utility only.

Can Feanori at any time?

Yes, you may cancel 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 become at the end of the program?

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

Why is this at "opt-out" program?

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

Why did the City select AEP Energy as its provider?

The City selected AEP Energy because they were able to propose a program that represented the basit overall value for eligible businesses.

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

What happens if I move my business location?

If you move to another business location within the City of Bucyrus, you will be able to continue participating in the program. If you leave the City of Bucyrus, you will no langer 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-mercanile sustamer as defined by Ohio Administrative Code.

Unless you affirmatively "opt-out" by April 18, 2015, you will be automatically enrolled if you, a) have an eligible business located in the appended city receiving electric service from AEP Otto or AEP Entropy and this are not encoded in the PIPP program. Participation in the program is subject to the forms & Conditions of the Appendix multiple of the program is a property of the generation and parameters of the program is a property of the generation and parameters of the program is a property of the generation and parameters of the program is a property of the generation and parameters of the program is a property of the generation of the program is a property of the generation of the generation and parameters of the program is a property of the generation of the generatio



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TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT REMEWAL
TOTO CONTRACTOR OF THE PROPERTY OF THE PROPERT	District Control of the Control of t		Your Agreement will terminate after the initial term. See Section B for details.

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1-866-258-3782 (toll-free) M-F 8AM — 7PM EST or In writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPEnergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.pucco.nip.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 AM - 5:00 PM EST weekdays, or 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 a your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Energy with accurate account information. If sald information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPEnergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

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

- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE. INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.
- 13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their

- respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.
- 14. Assignment. You shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.
- 15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohlo 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.



Environmental Disclosure - Quarterly Comparison AEP Energy

Projected Data for the 2014 Calendar Year
Actual Data for the Period 01/01/14 to 09/30/14*

Generation Resource Mix et Coal **III** Coal A comparison between m Nuclear the sources of C Natural Gas ti Natural Gas generation projected to III CV **= 01** be used to generate this ■ Wind ■ Wind product and the actual N Hydro ■ Hydro resources used during **Blomese** et Blotsess the period. Projected Environmental **Biomass Power** Air Emissions and Solid Waste Air Emissions and Solid Waste Characteristics -Coal Power A description of the Hydro Power Wildlife Impacts Natural Gas Power Air Emissions and Solid Waste characteristics Radioactive Waste **Nuclear Power** associated with each Air Emissions and Solid Waste Oil Power possible generation **Other Sources** Unknown impacts resource. Solar Power No Significant Impacts **Unknown Purchased Resources** Unknown Impacts Wind Power Wildlife Impacts Air Emissions -Product-specific Carbon Dioxide projected and actual air emissions for this period Nitrogen Oxides # Projected compared to the regional average air Sulphur Dioxides emissions. Radioactive Waste -The state of the s Radioactive waste Unknown LBs./1,000 kWh High-Level Radioactive Waste associated with the Ft.3/1,000 kWh Low-Level Radioactive Waste Unknown product. 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 AEPenergy.com or contact AEP Energy at 1-866-258-3782.

Version 14.12.300H_ED

^{*}Environmental Disclosure label is based on the most accurate data available to AEP Energy as of December 30th, 2014.

EXHIBIT A-4.2

AUTOMATIC AGGREGATION DISCLOSURE –

"OPT-OUT FORM" (REVISED)

FILE

RECEIVED-DOCKETING DIV

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PUCO

Andrew C. Emerson semerson@porterwight.com

Porter Wright Morris & Arthur LLP 41 South High Street Suites 2800-3200 Columbus, Ohio 43215-6194

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www.porterwright.com

porterwright

CROINNATI
CLEVELAND
COLUMBUS
DAYTON
NAPLES
WASHINGTON, DC

March 31, 2015

Ms. Barcy F. McNeal, Secretary Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: Case No. 13-0760-EL-GAG

Dear Ms. McNeal:

The City of Bucyrus recently selected AEP Energy to provide CRES service under its government aggregation program. On March 18, 2015, AEP Ohio docketed its opt-out notice, pursuant to Ohio Admin. Code rule 4901:1–21-17, ten days before sending the notice to customers.

The opt-out letter has been updated to include a new toll free phone number, along with minor campaign code edits. Please find attached a copy of the opt-out notice, including the updated toll free phone number and campaign code edits.

If you have any questions, please feel free to contact me.

Sincerely.

andrew C. Envison/GJB

Andrew C. Emerson



March 28, 2015





America's Energy Partner*

EMPORTANT ENFORMATION FROM The City of Bucyrus and AEP Energy regarding your electricity service at & Addresss

Dear <First> <Last>:

THE CITY OF BUCYRUS SETS A NEW SECURE ELECTRIC PRICE OF 7.279 CENTS PER KWH FOR 4.4% SAVINGS OFFTHE CURRENT APP OHIO UTILITY RATE.

The City of Bucyrus is continuing to provide its businesses with an opportunity to save money on their electricity supply. Under this arrangement, AEP Energy has been selected as the City of Bucyrus' preferred electricity supply provider. This special offer is exclusive for eligible businesses of the City because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Objected company and a subsidiary of American Electric Power (AEP).

Through the new City Electric Aggregation Program, starting with the May 2015 billing cycle, depending on your meter-read date, eligible businesses will receive a secure price of 7.279 cents per kWh for your electricity supply charges for a pariod of twenty-four (24) months.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by April 18, 2015. If you do NOT wish to participate in this program, you must follow the "opt-out" Instructions.

The City 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 "contout."
- Potentially Save Money with a Low Price. The City of Buoyrus has been ensured that, beginning with the May 2015 billing cycle, you will
 receive a secure price of 7279 cents per kWh for your electricity supply charges for a period of twenty-four (24) 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.

If you do not wish to participate in this program, you must "opt-out." There are two ways to opt-out; by cating the AEP Energy Customer Care Yearn toll free at 1-844-842-3368, Monday — Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or completing the Electric Aggregation "Opt-Out" Election Form below. Your "Opt-Out" Electric Form must be returned by April 18, 2015.

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

Respectfully,

Jeffrey Wagnet Service/Sefety Director City of Bucyrus Scott O. Silsher
President, Residential Business
AEP Energy



AEP Energy is a competitive retail electric service provider. While it is an attitute of AEP Otro, AEP Energy is not application on behalf of and is not an agent for AEP Otro. AEP Otro. AEP Energy to receive or to continue to receive non-competitive retail electric service from AEP Otro.

AEP	energy.
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The City of Bucyrus Electric Aggregation Opt-Out Election Form Please print clearly.

<First> <Last> Account Number: <

Account Number: <Account Number>

<Service Address>

Email Address.

<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Phone: (_____)
Account Holder's Signature:

______Oate: _____

This form must be postmarked no later than April 18, 2015 for your "opt-out" to be effective.

Terms & Conditions Version: 83,28.15QH_AGG_SC&ResCon | AEP15.03.30_8UCSC_AGGR_AQ

I plact not to participate in the City Electric Aggregation Program with AEP Energy. Customer Code < Customer Code>

IMPOBITABIT MOTICE: By with ring this signed form, I affirmatively elect NOT to participate in the CRy Electric Aggregation fromms By electric as to participate, it endested from the accompancing materials that I will force to be because of this program. I standardand that I followe to "Opt- but" of the City Electric Aggregation Program, I must conclude this form and whill it to AGP Emergy at call ACP Emergy at all less at 1.944-932 2000, to "opt-out" no later than April 18, 2015. If the force is not posterated or I do not call by the specified data (I understand that I will be authorisizedly emission in the Calg Electric Aggregation Program I assome all responsibility to send that "Opt-But" Electrics Force or to call ACP Emergy.

Complete form and mail to:
AEP Energy
Atm: City Electric Aggregation Program
PO Box 3469

Chicago, IL 60654

What Is the City Electric Aggregation Program?

Under the Chy Efectric Aggregation Program, the City acted on behalf of its efectricity consumers to select an efectricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly. Voters in the City approved this aggregation program and the City Council passed in ordinance adopting this Electric Aggregation program.

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

Who Is AEP Energy?

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

How do I enroll?

You don't have to do anything to enroll. All sligible 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 electric utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this letter, the unity will complete the embliment process. Once the utility complete your enfolment, you will be mailed an envollment confirmation notice that your electric service will be provided by AEP Energy. No deposite are required to enroll.

When will this program start?

The City Electric Aggregation Program will begin with the May 2015 billing cycle for a period of twenty-four (24) months.

What is my price?

The City of Bucyrus has ensured that, beginning with the May 2015 billing cycle, depending on your meter-read date, you will receive a secure price of 7.279 cents per kWh for the generation and transmission portions of your electricity bill for a period of twenty-lour (24) months.

How do I estimate my savings?

To estimate what your savings per kilowatt-hour (kt/kh) will be through this program, locate your 'Price to Compare' on your electricity bill. This is the price you pay for electric generation and transmission service from the utility. Take your 'Price to Compare' and subtract the offer price. This equates to your savings per kt/kh. Multiply your savings all anyl per kt/kh by your monthly usage (kt/kh) to determine your savings amount per month. The utility distribution charges and other utility charges and fees are not included in the savings calculation and will continue to be assessed by the local utility.

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 centimue to send payments to your local utility only.

Can I cancel at any time?

Yes, you may cencel without penalty and switch to another provider or revent back to AEP Otto, 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 upility customers.

What happens at the end of the program?

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

Why is this an "opt-out" program?

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

Why did the City select AEP Energy as its provider?

The City selected AEP Energy because they were able to propose a program that represented the best overall value for eigible businesses.

% 5 opt-out initially, can 1 choose to join the paggram at a later date?
If you opt-out initially, unfortunately, you will not be able to join the program at a later date.

What happens if I move my business location?

If you move to another business location within the City of Bucyrus, you will be able to continue participating in the program. If you leave the City of Bucyrus, you will no longer be eliable 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-mercangle customer as defined by Ohio Administrative Code.

Unless you affirmshooly "opt-out" by April 18, 2015, you will be automatically enrolled if your all have an eligible business logisted in the specified dity recovering electric service from AEP Chic or AEP Energy and bit are not enrolled in the PIPP program. Perupinston in the program is subject to the Teams & Conditions of the Agreement between the City and AEP Energy. Estimated severage apply to the generation and transmission (if bypassisted service periods of your electrony bit and based on business customers taking service under Ohio Power's Estift QS-1 with a weighted everage Price to Compare ETCI rate of 76 ceres per XVIII are of March 2015 compared to our price of 2278 ceres per kWh. There is no guarantee of any shrings under the Aggregation Program. VAEP Energy's brice sociules taxes, utility distribution charges and loss, four may terminate your agreement early without parally. For more information, cast tot free 1,444-842-3368, write to: AEP Energy, PO Box 2488, Chicago, 6, 60964, or visit AEP energy.



If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at **1-844-842-3368**, Monday – Friday from 8 am to 7 pm and Saturday from 9 am to 1 pm EST.





TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
- 900	lay Residential Customers: 7.279¢ per kWh. Lie Small Commercial Customers: 7.279¢ per kWh. Price is for Generation and Fransmission Service, inclusive of a broker fee. Price excludes taxes, utility Distribution Service charges, and other non-bypassable utility charges and fees.	NO CONTROL DE LA CONTROL DE CONTR	Your Agreement will terminate after the initial term. See Section 8 for details.

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

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

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

TERMS AND CONDITIONS OF SERVICE

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

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

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

- 4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing to residential customers only for AEP Energy's charges. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU 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 EOU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed Interest rate, whichever is lower until such payment is received by AEP Energy. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within 3 business days of notice.
- 6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) days advance written notice. There will be a charge as specified in "Cancellation Fee" above if you terminate this Agreement for any other reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.
- 7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the seven (7) day rescission period, and c) acceptance of enrollment by your EDU.
- 8. Contract Renewal. At the end of its term, this Agreement will expire. As prescribed by the PUCO, at least every three years, you will be given the opportunity to "opt-out" of your community program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
- 9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at

- 1-856-258-3782 (toll-free) M-F 8AM 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPEnergy, com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM 5:00 PM EST weekdays or at www.pucco.chic.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 AM 5:00 PM EST weekdays, or <a href="https://www.pucco.com/www.puc
- 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 a your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following Items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or amail address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPEnergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.
- 11. Warranty and Force Majeure. AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of AEP Energy and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU or any other cause beyond the control of AEP Energy's reasonable control.

- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY,
- 13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their

- respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.
- 14. Assignment. You shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.
- 15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.
- 16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., Suite 500, Columbus, OH 43215. For more information call (866) 258-3782 or visit AEPEnergy.com.



Environmental Disclosure - Quarterly Comparison AEP Energy

Projected Data for the 2014 Calendar Year
Actual Data for the Period 01/01/14 to 09/30/14*

Generation 1.0%_L0% Resource Mix -**BILCOOL** ■ Coal A comparison between m Nudear **W** Nuclear the sources of E. Natural Gas C: Natural Gas generation projected to be used to generate this **■Wind** ■ Wind product and the actual s: Hydro n Hydro resources used during ■ Blomass M Blomass the period. **Projected** Actual **Environmental Biomass Power** Air Emissions and Solid Waste Characteristics -Coal Power Air Emissions and Solid Waste A description of the Hydro Power Wildlife Impacts Natural Gas Power Air Emissions and Solid Waste characteristics **Nuclear Power** Radioactive Waste associated with each Oil Power Air Emissions and Solid Waste possible generation Other Sources Unknown Impacts resource. Solar Power No Significant Impacts Unknown Purchased Resources **Unknown Impacts** Wind Power Wildlife Impacts Air Emissions -Product-specific Carbon Dioxide projected and actual air emissions for this period Nitrogen Oxides compared to the regional average air **Sulphur Dioxides** emissions. Regional Average Radioactive Waste -Quantity: Type. Radioactive waste **High-Level Radioactive Waste** Unknown LBs./1,000 kWh associated with the Low-Level Radioactive Waste Unknown Ft.3/1,000 kWh product. 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 AEPenergy.com or contact AEP Energy at 1-866-258-3782.

Version 14.12.30OH_ED

^{*}Environmental Disclosure label is based on the most accurate data available to AEP Energy as of December 30th, 2014.



March 28 2016

«First» «Last»

<Mailing address>

<Mailing City>, <Mailing State> <Mailing Zip>



America's Energy Partner*

мароктану поуганея срем Тилтяория The City of Bucyrus and AEP Energy regarding your electricity service at eS Admess

Deer <First> <Last>:

THE CITY OF BUCYRUS SETS A NEW SECURE ELECTRIC PRICE OF 2229 CENTS PER KWH FOR A 9.6% SAVINGS OFF THE CURRENT AEP OHO UTILITY RATE.

The City of Bucyrus is providing its residents with an opportunity to save money on their electricity supply. Under this arrangement, ASP Energy has again bean selected as the City of Bucyrus' preferred electricity supply provider. This apadal offer is exclusive for eligible residents of the City 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 subsidiery of American Electric Power (AEP).

Through the new City Electric Aggregation Program, starting with the May 2016 billing cycle, depending on your meter-read date, eligible residents will receive a secure price of 7.279 cents per kWh for your electricity supply charges for a period of twenty-four (X4) months.*

You will be automatically enrolled in the program unless you choose NOT to participate by Topling-out" by April 18, 2015, if you do NOT with to participate in this program, you must follow the "opt-out" instructions.

The City Electric Aggregation Program is a Smart Choice:

- it's Easy to Participate. You don't have to do anything to earoll. All etiglide residents will be automatically enrolled in the program unless you choose to "opt-out,"
- · Potentially Save Money with a Low Price. The City of Bucyrus has been ensured that, beginning with the May 2015 billing cycle, you will receive a secure price of 7.279 cents per kWh for your electricity supply charges for a period of swenty-four (24) months. There is no cost to annull 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 commute to provide service for any emergency or maintenance lastes.
- . Enroll in a Budget Billing Plan. Simply call the number below to sign up for AEP Energy's Budget Billing Plan.

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 Setunday from 8:00 am to 1:00 pm EST or completing the Electric Aggregation "Opt-Out" Election Form below. Your "Opt-Out" Election Form must be returned by April 18, 2015.

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

Respectfully.

offy Wage Jeliney Wagner Spring / Salety Dispetor City of Bucyrus

President Residential Business AEP Energy



AFP Energy is a competitive restill electric service provider. While it is an affiliate of AEP Ohio, AEP Energy is not soliciting on behalf of and is not an egent for AEP Ohio, customers do not need to putchase tiny comparative ratali-alectric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Chargy to receive or to continue to receive non-comparative ratal electric service from AEP Charge.

The City of Bucytus Electric Aggregation Opt-Out Election Form

I glest not to participate in the City Electric

Aggregation Program with AEP Energy.

<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:

This form must be postmarked no later than April 18, 2015 for your "opt-out" to be effective.

Terms & Contitions Version, AEP15.09.30_BUCR_AGGR_AQ

Customer Code < Customer Code>

IMPOURDANT INITITIES by estudant that regard from 8 pilematravely elections (Appropriate in the Day Election Appropriate Phagean By electricity of the property of the propert

Complete form and mall to: AEP Energy Attn; Gity Electric Aggregation Program PO Box 3489 Chicago, IL 60654

What is the City Electric Aggregation Program?

Under the Cny Electric Aggregation Program, the Cny acted on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at compatitive phose. The Public Unities Commission of Ohio ("PICO") has taken steps to ensure that Ohio's compatitive electricity environment is consumer-friendly. Votors in the City approved this aggregation program and the City Council possed an ordinance adopting this Electric Aggregation program.

The City has selected AEP Energy as their professed electricity supply provider to serve their residents, beginning with the May 2016 billing cycle for a period of twenty-loss (24) months.

Who is AEP Energy?

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

How do I enroll?

You don't have to do enything 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 electric utility's standard service offer or unit you choose an alternative electric service provider, However, if you do not respond to this fetter, the utility will complete the enrollment process. Once the utility completes your enrollment, you will be mailed an enrollment confirmation notice that your electric service will be provided by AEP Energy. No deposits are required to enroll.

When will this program start?

The City Electric Aggregation Program will begin with the May 2016 biting cycle for a period of twenty-four (24) months.

What is my price?

The City of Bucyrus has ensured that, beginning with the May 2015 billing cycle, depending on your meter-read date, you will receive a secure price of 7.279 cents per RVM for the generation and transmission portions of your electricity bill for a period of twenty-four (24) months.

How do I estimate my savings?

To astimate what your savings per kilowatt-hour (kWh) with be through this program, locate your "Price to Compare" on your electricity tall. This is the price you pay for electricity generation and transmission service from the utility. Take your "Price to Compare" and subtract the offer price. This equates to your savings per kWh. Multiply your savings (if any) per kWh by your monthly usage (kWh) to determine your savings amount per month. The utility distribution charges and other utility charges and fees are not included in the savings calculation and will continue to be assessed by the local utility.

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.

in Budget Billing evallable?

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 ceruishty and can better manage your electricity expenses, Please visit www.AEPenergy.com for more information.

Can I ented at any time?

Yes, you may cancel without penalty and swritch to another provider or revert back to AEP Ohio, the local stility. Should you cancel your service with AEP Energy and return to standard service with your local stility, you may not be served under the earner rates, terms and conditions that apply to other utility customers.

What kappens at the end of the program?

As the program draws to a close, the City can chabbe to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households. If at that time, the program has not produced the savings originally anticipated for customers, the City can also choose to and the program, at which time participants would be notified of their options for communing in a different program with AEP Energy, switching to another provides, or reventing back to the local stiffy.

Why is this an "opt-out" program?

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

Withy did the City select AEP Energy as its provider?

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

If t opt-out hisidelty, ome I choose so join the program at a later date? If you ope-out initially, unfortunately, you will not be able to join the program as a later date.

What happens if my family moves to another home?

If you move to another home within the City of Buoyrus, you will be able to contrare participating in the program. If you leave the City of Buoyrus, you will no longer be eligible to participate.

Where do I send payment?

United your affirmatively "oppose" by April 18, 2015, you will be automatically emplied if your all how an elegible residence to cated in the Expectance should be automatically emplied in your all how an elegible residence to cated in the Expectance should be automatically emplied in the Expectance of the Agreement between the City and AEP Energy. Estimated savings apply to the generation and unarmission life bypassablet service portions of your electricity by and are based on an average residential customer, using 750 kW/n of electricity on a monthly bases with a woughted severage AEP City Print to Compare of 8.06 conts par kW/n are of March 2015 compared to our price of 2279 cents per kM/n. There is no guarantee of early savings under this Aggregation Program. "AEP Energy's paire inductors teads, utility distribution changes and other staffly charges and fress, blut may reministe your agreement early without penalty. For more information, call toll free 1-97-728-0214, write to: AEP Energy, PO Bot 3489, Chrago, 8, 60054, or visit AEP program.



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.





1ERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
2017 billing cycle "Term").	Residential Customers: 7.279¢ per kWh. Small Commercial Customers: 7.279¢ per kWh. Price is for Generation and Transmission Service, inclusive of a broker fee. Price excludes taxes, utility Distribution Service charges, and other non-bypassable utility charges and fees.		Your Agreement will terminate after the Initial term. See Section 8 for details.

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

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

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

TERMS AND CONDITIONS OF SERVICE

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

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

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

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- 4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing to residential customers only for AEP Energy's charges. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU 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 fallure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
- 5. Penalties, Fees and Exceptions. Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fall to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within 3 business days of notice.
- 6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) days advance written notice. There will be a charge as specified in "Cancellation Fee" above if you terminate this Agreement for any other reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.
- 7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the seven (7) day rescission period, and c) acceptance of enrollment by your EOU.
- 8. Contract Renewal. At the end of its term, this Agreement will expire. As prescribed by the PUCO, at least every three years, you will be given the opportunity to "opt-out" of your community program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
- 9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at

1-866-258-3782 (toll-free) M-F 8AM - 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPEnergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.pucco.chio.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 AM - 5:00 PM EST weekdays, or www.pickotc.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 a your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Energy with accurate account information, if said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPEnergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

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

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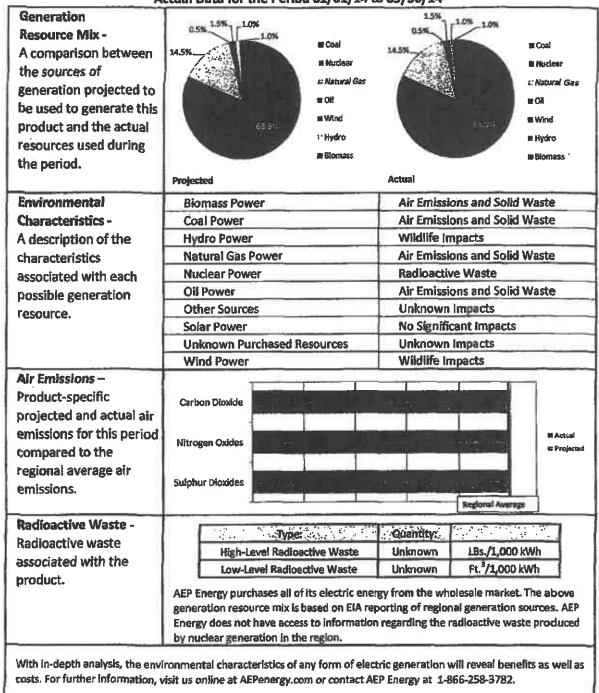
- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.
- 13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their

- respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.
- 14. Assignment. You shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.
- 15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.
- 16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., Suite 500, Columbus, OH 43215. For more information call (866) 258-3782 or visit AEPEnergy.com.



Environmental Disclosure - Quarterly Comparison AEP Energy

Projected Data for the 2014 Calendar Year Actual Data for the Period 01/01/14 to 09/30/14*



Version 14.12.300H_ED

^{*}Environmental Disclosure label is based on the most accurate data available to AEP Energy as of December 30th, 2014.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/4/2017 10:32:53 AM

in

Case No(s). 13-0760-EL-GAG

Summary: Application Renewal Application for Government Aggregation for the City of Bucyrus. electronically filed by Gretchen J Blazer on behalf of Emerson, Andrew C. Mr. and AEP Energy, Inc.