



Matthew DeVries

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February 18, 2022

Via Electronic Filing

Ms. Barcy F. McNeal

Docketing Division

Public Utilities Commission of Ohio

180 East Broad Street

Columbus, Ohio 43215

Re: Case No. **04-1006-EL-GAG**
City of Rittman

Dear Ms. McNeal:

The City of Rittman selected AEP Energy, Inc. to provide CRES service under its government aggregation program. Under Ohio Admin. Code §4901:1-21-17, a government aggregator must docket the final opt-out notice no more than thirty (30) days but no less than ten (10) days before sending the notice to customers.

Please find the attached final opt-out notices in the above referenced case, which will be mailed to all eligible customers on Monday, February 28, 2022. Thus, the opt-out period will end Monday, March 21, 2022.

Please let me know if you have questions.

Sincerely,

Matthew DeVries
Business Development Analyst

Enclosures



IMPORTANT INFORMATION FROM
CITY OF RITTMAN AND AEP ENERGY REGARDING
YOUR ELECTRICITY SERVICE AT

February 28, 2022

<First> <Last> <S ADDRESS>
<Mailing Address>
<Mailing City>, <Mailing State> <Mailing Zip>

Dear <First> <Last>:

City of Rittman sets a secure electric price of 5.589 cents per kWh for your electricity supply charges.

City of Rittman continues to provide its residents and small businesses with an opportunity to receive price protection on their electricity supply. **On November 4, 2003, City of Rittman voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers and the City approved a Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code.** Under this arrangement, AEP Energy has been selected as City of Rittman’s 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 to secure electricity at competitive prices. AEP Energy is an Ohio-based company.

THE CITY ELECTRIC AGGREGATION PROGRAM IS A SMART CHOICE:

Receive Protection with a Secure Price. Through the City Electric Aggregation Program, eligible residents and businesses will receive the price of **5.589 cents per kWh** for a period of **twenty-four (24) months¹** starting with the **April 2022** meter-read date. You will find additional details of this program in the Terms & Conditions and Frequently Asked Questions on the back of this letter.

Continue to Receive One Bill. Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

No Cancellation Fee. There is no charge to cancel your contract at any time.

YOU WILL AUTOMATICALLY BE ENROLLED.

You do not have to do anything and there is no cost to enroll in this exclusive program. All eligible residents and small businesses located in the community will automatically be enrolled in the program unless you choose to opt out by following the instructions listed below.

HOW DO I OPT OUT?

If you do not wish to participate in this Program, you must opt out by March 21, 2022. There are two ways to opt out:



Call the AEP Energy Customer Care Team toll free at 1-877-726-0214 Monday - Friday from 8 a.m. to 7 p.m. & Saturday from 9 a.m. to 1 p.m. EST



Complete the Electric Aggregation Opt Out Election Form below and mail it to the address listed on the form below by March 21, 2022

Respectfully,

City of Rittman & AEP Energy

AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.



THE CITY OF RITTMAN ELECTRIC AGGREGATION OPT OUT ELECTION FORM
Please print clearly.

<First> <Last>
<Service Address>
<Service City>, <Service State> <Service Zip>

Account Number: <Account Number> <QR Code>

Account Holder’s Name: (Print) _____ Phone: (_____)_____

Account Holder’s Signature: _____ Date: _____

Email Address: _____

☒ I elect not to participate in the City of Rittman Electric Aggregation Program with AEP Energy.
Promo Code:<Promo Code>

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the City Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to opt out of the City Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to opt out no later than March 21, 2022. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the City Electric Aggregation Program. I assume all responsibility to send the Opt Out Election Form or to call AEP Energy.

Complete form and mail to:
AEP Energy
Attn: City of Rittman Electric Aggregation Program
PO Box 189
Baden, PA 15005-0189

This form must be postmarked no later than March 21, 2022 for your opt out to be effective.

Enclosed Terms & Conditions Version: 02.01.22OH_RITT_AGG_SC&ResCon
FE22.02.28_RITTR_AGGR_AQ & FE22.02.28_RITTSC_AGGR_AQ_1

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 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 passed an ordinance adopting this Electric Aggregation program.

The City has selected AEP Energy as their preferred electricity supply provider to serve their residents and businesses beginning with the April 2022 meter-read date for 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 Company, Inc. (AEP). With an office located in Columbus, Ohio, AEP Energy sells electricity supply to customers at market-based prices rather than regulated rates offered by your local utility.

Why 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 and businesses.

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

When will this program start? The City Electric Aggregation Program will begin with the April 2022 meter-read date.

What is my price? City of Rittman has ensured that, beginning with the April 2022 meter-read date, you will receive an electricity generation price of 5.589 cents per kWh for twenty-four (24) months.

Where do I send payment? You will continue to receive one bill each month from Ohio Edison, 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 charges) for residential customers only. The Budget Billing Plan levels your monthly payments to even out the seasonal highs and lows of your monthly bills. You’ll have more certainty and can better manage your electricity expenses. Please visit www.AEPenergy.com for more information.

Can I cancel at any time? Yes, you may cancel without penalty and switch to another provider or revert back to Ohio Edison, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may or may not be served under the same rates, terms, and conditions that apply to other utility customers. You will also be provided the ability to opt out every three years without penalty.

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 and 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 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 City’s size.

If I opt out initially, can I choose to join the program at a later date? Yes, if you opt out initially and change your mind later on, you may join by calling AEP Energy at 1-877-726-0214 or by visiting AEPenergy.com/aggregation.

What happens if I move? If you move to another location within City of Rittman, you will be able to continue participating in the program. If you leave City of Rittman, you will no longer be eligible to participate.

What is considered a small commercial business? Any eligible small business located in the community that uses less than 700,000 kWh annually can participate in the Electric Aggregation Program because they are considered to be a non-mercantile customer as defined by Ohio Administrative Code.

Unless you affirmatively opt-out by March 21, 2022, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified city receiving electric service from Ohio Edison or AEP Energy (in the Ohio Edison service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the City and AEP Energy. ¹AEP Energy’s price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 189, Baden, PA 15005-0189, or visit AEPenergy.com.

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



94% Overall Customer
Satisfaction Rating



An Accredited
Member Since 2009



Over 100 Years of
Industry Experience

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Until the April 2024 meter read date ("Term").	Residential Customers: <u>5.589¢ per kWh.</u> Small Commercial Customers: <u>5.589¢ per kWh.</u> Price is for Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Services and other Non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 6 for details.	Your Agreement will terminate after the initial term. See Section 8 for details.

TERMS AND CONDITIONS: These Terms and Conditions (this "Agreement") are your agreement for Generation Service with AEP Energy, Inc. ("AEP Energy"). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply the Generation Service to the interconnection (the "Delivery Point") of your local electric public utility or any successor entity that distributes electricity to you ("EDU") based on your usage and pursuant to this Agreement. Your local electric public utility will continue to be your EDU. All of your retail electric energy service will be supplied and delivered under your community's electric aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Electric Supply Agreement between the relevant government aggregator and AEP Energy (the "Program Agreement"). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program "opt-out" election form (as included in any informational letter provided with this Agreement) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent "opt-out" process) that enters into this Agreement directly with AEP Energy, in each case, subject to any exercise of your rescission right (as described under "Right of Rescission"). Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we", "us", and "our" refer to AEP Energy, and the words "you" and "your" refer to the customer.

CERTAIN DEFINITIONS: "Competitive Retail Electric Service provider" or "CRES provider" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code 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 provider provides Generation Service. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "Distribution Service" means the physical delivery of electricity to customers by the EDU. "Billing Cycle" means, with respect to a customer account, the monthly period between meter read dates during the Term.

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 orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter.

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

1. Eligibility. Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) 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 that is not current on their Non-bypassable utility charges and fees, unless the customer has entered into a plan with their EDU to discharge any arrearages owed to the EDU.

2. Price. Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the "Term" (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under "Generation Service Charges" for all kilowatt-hours ("kWh") of all applicable combined Generation Service and Generation-Related Charges metered by the EDU. You are responsible for, and your price does not include, applicable state and local taxes and/or Non-bypassable utility charges and fees, which will be billed by the EDU. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service, Transmission Service, and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$42 to \$52 per month in such EDU charges and fees. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDU, Regional Transmission Organization ("RTO"), or Independent System Operator ("ISO"), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDU, ISO, RTO, such as PJM Interconnection, L.L.C., or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy will provide written notice requesting your affirmative consent and agreement, describing the Additional Costs, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). You then will be able to affirmatively consent and agree to such Price Revision Request, and if you agree, you will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, you do not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement, at AEP Energy's option, either may (1) continue at the existing pricing and existing terms and conditions of this Agreement, or (2) automatically terminate without penalty, cancellation fee or further obligation (but you will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is terminated, as well as any late fees). Any such automatic termination will be effective on the next available drop date as established by the EDU. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

3. Term (Length of Agreement). Your service from AEP Energy will begin on the start of service date determined by the EDU, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period and (b) acceptance of your enrollment by your EDU, and will continue for the Term (as listed in the table above), unless otherwise

terminated, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. Your meter read date and the date of initiation of service are determined by your EDU; therefore we are not liable for any resulting delay in commencement of your service. This contract does not automatically renew.

4. Billing. Unless AEP Energy notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy offers budget billing for AEP Energy's charges to residential customers only. You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon such termination 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 terminated as well as any late payment charges.

5. Switching Fees and Exceptions; Adequate Assurance. Your EDU may charge you a switching fee. 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 three (3) business days of notice.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, your 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) calendar day written notice prior to such move. You will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is cancelled or terminated for any reason, as well as any late fees (if applicable as described in the "Billing" section above). 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. Your Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, characteristics of electricity service, address, telephone number, and account number(s) for purposes of operation, maintenance, assignment, and transfer of your account.

8. Contract Expiration. At the end of its Term, this Agreement will expire. As prescribed by the PUCO, at least every three (3) years, you will be given the

opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your electric supply upon the expiration of this Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-877-726-0214 (toll-free), Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or in writing at AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. Our web address is AEPenergy.com/help. If your complaint is not resolved after you have called AEP Energy and/or your electric utility, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at <http://www.pickocc.org>.

10. CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL. Both you and AEP Energy agree that all actions, suits and/or proceedings arising out of, related to, or in connection with this Agreement shall be brought in the plaintiff's or claimant's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY (INCLUDING ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AND ASSIGNS) AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) THE PARTY WHO INITIATES THE PROCEEDING OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO. YOU AND AEP ENERGY BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This section shall survive termination of the Agreement.

11. Warranty and Force Majeure. AEP Energy warrants title to all electricity sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND AEP ENERGY EXPRESSLY DISCLAIMS 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 PURPOSE 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. AEP Energy will not be responsible for any failure to commence or terminate Generation Service on the relevant date described herein. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") 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 PUCO and/or RTO) that physically prevents or legally prohibits AEP Energy from performing under the terms of the Agreement, accidents, strikes, labor troubles, required

maintenance work, inability to access the EDU's system, nonperformance by the EDU, terrorism, sabotage, or any other cause beyond AEP Energy's reasonable control. If a Force Majeure Event occurs which renders AEP Energy unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

12. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, 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 FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT 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 AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY. AEP ENERGY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES ON YOUR SINGLE LARGEST MONTHLY INVOICE FOR GENERATION SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER OHIO OR FEDERAL CONSUMER PROTECTION LAWS.

13. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity supplied to you at and after the Delivery Point and agree 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 (including attorneys' fees), damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your premises, arising out of or related to the Generation Service and/or your performance under this Agreement.

14. Assignment and Severability. You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. AEP Energy may, upon prior written notice but without your consent, assign this Agreement to another licensed CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

15. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. Any court action arising out of this Agreement shall be litigated exclusively in the federal court, if it has jurisdiction over the matter, or the state court, if there is no federal jurisdiction, located within Franklin County, Ohio. You and AEP Energy expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. You and AEP Energy

further agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

16. Miscellaneous. You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge, twice within a twelve-month period. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. 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 EDU. AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your utility rate code or meter type is changed and/or the account is no longer eligible for the Program. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. This Agreement supersedes all prior written or oral agreements or understandings. 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. **AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.**

17. Contact Information and Notices. AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. For more information, call 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 visit AEPenergy.com/help. You agree and authorize that AEP Energy and/or its third party service providers may listen to, monitor, and/or record telephone your calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

2/18/2022 8:43:13 AM

in

Case No(s). 04-1006-EL-GAG

Summary: Opt-Out Notice for the City of Rittman electronically filed by Mr. Matthew
R DeVries on behalf of AEP Energy, Inc