



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 14 - 936 - EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Southeast Ohio Public Energy Council d/b/a Sustainable Ohio Public Energy Council
Street Address: 340 W State Street, Suite 134-D
City: Athens State: OH Zip: 45701
Telephone: (740) 597-7955 Website: www.sopec.org

A-2. Contact person for regulatory matters.

Name: Devin D. Parram, Bricker & Eckler, LLC
Street Address: 100 South Third Street
City: Columbus State: OH Zip: 43215
Telephone: (614) 227-8813 Email: dparram@bricker.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Devin D. Parram, Bricker & Eckler, LLC
Street Address: 100 South Third Street
City: Columbus State: OH Zip: 43215
Telephone: (614) 227-8813 Email: dparram@bricker.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 340 W State Street, Suite 134-D
City: Athens State: OH Zip: 45701
Toll-free
Telephone: 877-726-0214 Email: support@sopec-oh.gov

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

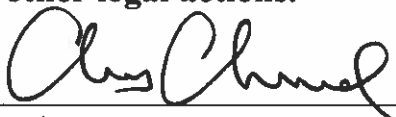
B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.



Signature

7-15-2022

Date

Chairman

Title

Competitive Retail Electric Service Affidavit

County of Athens :

State of Ohio :

Chris Chmiel, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the 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 consumer complaints.

12. The facts set forth above are true and accurate 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.

13. Affiant further sayeth naught.

Chris Chmiel

Signature of Affiant & Title

Sworn and subscribed before me this 15 day of July, 2022
Month Year

JoAnn Rockhold

Signature of official administering oath

Chris Chmiel, Chairman

Print Name and Title



Jo Ann Rockhold
Notary Public, State of Ohio
My Commission Expires
August 03, 2025

My commission expires on 8/3/2025

EXHIBIT B-1
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL

Authorizing Ordinances

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

CURRENT LISTING OF SOPEC'S COMMUNITIES		
ATHENS COUNTY	HOCKING COUNTY	PERRY COUNTY
Athens County	City of Logan	Village of Glenford
City of Athens		Village of Shawnee
Village of Albany	MONTGOMERY COUNTY	Village of Somerset
Village of Amesville	City of Dayton	Village of New Straitsville
Village of Buchtel		
Village of Chauncey	MEIGS COUNTY	WASHINGTON COUNTY
Village of Jacksonville	Village of Racine	City of Belpre
Village of Trimble		Village of Lowell
	MORGAN COUNTY	
GALIA COUNTY	Village of Chesterhill	
City of Gallipolis		
Village of Rio Grande		

Copies of the ordinances and resolutions authorizing the formation of a governmental aggregator program pursuant to Ohio Revised Code Section 4928.20 have been previously filed in this docket.

Below is a list of ordinances that have been filed since SOPEC's Certificate 14-826E was issued on June 22, 2020:

Community	Date Filed
Village of Chesterhill, Morgan County	July 20, 2020
Village of Lowell, Washington County	July 20, 2020
Village of Rio Grande, Gallia County	July 20, 2020
City of Dayton, Montgomery County	July __ 2022

VILLAGE OF CHESTERHILL, OHIO
ORDINANCE NUMBER 2020-3

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHESTERHILL, COUNTY OF MORGAN AND STATE OF OHIO, THAT:

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

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

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

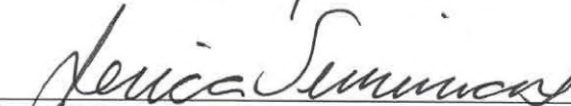
DATED ADOPTED: July 6, 2020



President of Council


Submitted to the Mayor for his
Approval on this 6th day of
July, 2020

ATTEST:
this 6th day of July, 2020



Clerk of Council

Approved by the Mayor
July 6, 2020



Mayor, Village of Chesterhill

VILLAGE OF CHESTERHILL, OHIO
ORDINANCE NUMBER 2020-2

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHESTERHILL, COUNTY OF MORGAN, AND STATE OF OHIO, THAT:

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

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

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

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Codified Ordinances and Section 121.22 of the Ohio Revised Code. This Ordinance is declared to be an emergency measure necessary for the

immediate preservation of the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Council.

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

DATED ADOPTED: July 6, 2020

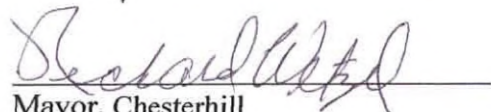

President of Council

Submitted to the Mayor for his
Approval on this 6th day of
July, 2020

ATTEST:
this 6th day of July, 2020


Clerk of Council

Approved by the Mayor
July 6, 2020


Mayor, Chesterhill

Approved by the Mayor,

July 6th, 2020

Richard Kotel
Mayor, Village of Chesterhill

Mayor, Village of Chesterhill

VILLAGE OF LOWELL, OHIO
ORDINANCE NUMBER 01-20

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOWELL, COUNTY OF WASHINGTON, AND STATE OF OHIO, THAT:

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

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

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

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code. This Ordinance is declared to be an emergency measure necessary for the immediate

preservation of the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Council.

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


DATED ADOPTED: June, 20²⁰



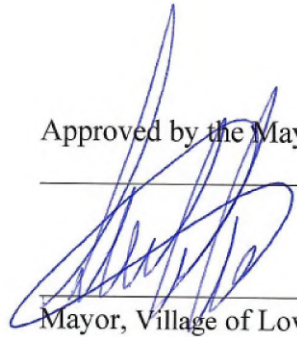
President of Council

Submitted to the Mayor for his
Approval on this 9 day of June, 20²⁰

ATTEST:
this 9 day of June, 20²⁰


Clerk of Council

Approved by the Mayor 26, 20²⁰


Mayor, Village of Lowell

VILLAGE OF LOWELL, OHIO
ORDINANCE NUMBER 02-20

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOWELL, COUNTY OF WASHINGTON AND STATE OF OHIO, THAT:

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

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

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


DATED ADOPTED: June 9, 2020



President of Council


Submitted to the Mayor for his
Approval on this 9 day of
June, 2020

ATTEST:
this 9 day of June, 2020



Clerk of Council

Approved by the Mayor
_____, 2020



Mayor, Village of Lowell

Approved by the Mayor,

06/09, 2020

Mayor, Village of Lowell

VILLAGE OF RIO GRANDE, OHIO
ORDINANCE NUMBER 2020-03

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF RIO GRANDE, COUNTY OF GALLIA AND STATE OF OHIO, THAT:

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

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

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

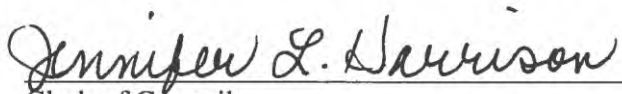
DATED ADOPTED: 6-16, 2020



President of Council

Submitted to the Mayor for his
Approval on this 16 day of
June, 2020

ATTEST:
this 16 day of June, 2020



Clerk of Council

Approved by the Mayor
_____, 2020



Mayor, Village of Rio Grande

VILLAGE OF RIO GRANDE, OHIO
ORDINANCE NUMBER 2020-04

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF RIO GRANDE, COUNTY OF GALLIA, AND STATE OF OHIO, THAT:

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

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

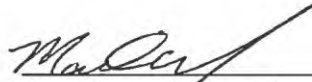
SECTION 3. The Council hereby approves and adopts the Bylaws of SOPEC (in the form attached to the SOPEC Agreement).

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Codified Ordinances and Section 121.22 of the Ohio Revised Code. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of

the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Council.

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

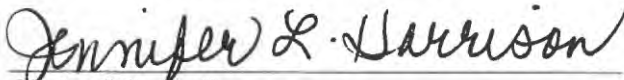
DATED ADOPTED: 6-16, 2020



President of Council

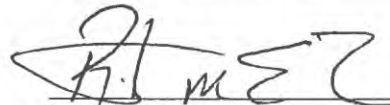
Submitted to the Mayor for his
Approval on this 16 day of
June, 2020

ATTEST:
this 16th day of June, 2020



Clerk of Council

Approved by the Mayor
6-16, 2020



Mayor, Rio Grande

**AGREEMENT
ESTABLISHING THE
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**

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

RECITALS:

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

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

Section 1. Definitions.

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

Section 2. Name.

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

Section 3. Members.

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

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

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

Section 5. Fiscal Year.

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

Section 6. Adoption of Bylaws.

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

Section 7. Withdrawal and Inclusion of Members.

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

Section 8. Amendments.

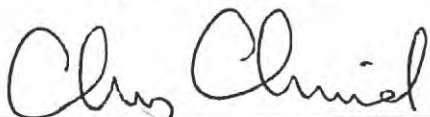
This Agreement may be amended subject to the majority vote of the signatory Members to the Agreement, until the adoption of Bylaws pursuant to Section 6 of this Agreement, at which time all amendments to this Agreement will be subject to the provisions set forth in the Bylaws.

Section 9. Term and Termination.

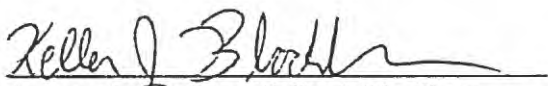
It is the intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated subject to the provisions set forth in the Bylaws.

Section 10. Effective Date.

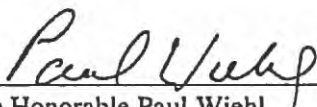
This Agreement shall take effect this 8th day of October, 2014. This Agreement may be signed in separate counterparts on behalf of one, or more than one, of the Members, without the necessity for any one counterpart to be signed on behalf of all Members.



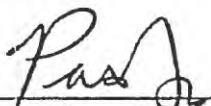
The Honorable Chris Chmiel,
Athens County Commissioner



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



The Honorable Paul Wiehl,
Mayor of Athens



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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

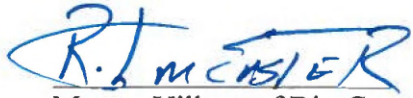
“Program” means the Aggregation Program or any Additional Program.

EXHIBIT B

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

Approved by the Mayor,

6-16-2020, 2020

A handwritten signature in blue ink, appearing to read "R. J. McEster". The signature is stylized with a large, looping "R" and "J".

Mayor, Village of Rio Grande

By:.....**MR. MIMS**.....No:.....**31892-21**.....**AN ORDINANCE**

An Ordinance Authorizing the City to Enter into the Southeast Ohio Public Energy Council ("SOPEC"), the Execution and Delivery of the Agreement Establishing SOPEC, Approving the Bylaws of SOPEC, and Declaring an Emergency

WHEREAS, Section 4928.20, Revised Code, permits a municipality to aggregate customers within its jurisdiction in order to facilitate and promote lower cost electric utility services to its citizens; and

WHEREAS, the Commission of the City of Dayton, Ohio (the "City") previously enacted legislation authorizing the City to establish an electricity aggregation program pursuant to Section 4928.20, Ohio Revised Code, for the residents, businesses, and other eligible electric consumers in the City, and for that purpose, to act jointly with any other municipal corporation, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Southeast Ohio Public Energy Council d/b/a Sustainable Ohio Public Energy Council ("SOPEC"), the City will be able to act jointly with other member political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts; and

WHEREAS, the Commission of the City, pursuant to Section 4928.20, Revised Code, has held two (2) public hearings on the Plan of Operation and Governance (the "Plan") for the SOPEC electricity aggregation program ("Electric Program"); and

WHEREAS, for the immediate preservation of the public peace, property, health and safety and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. The City Commission finds and determines that it is in the best interest of the City, including the electric consumers located within the City, to join SOPEC and to adopt the SOPEC Bylaws, for the purpose of establishing and implementing the Electric Program within the City.

Section 2. The City Manager is hereby authorized and directed to execute and deliver the Agreement Establishing the Southeast Ohio Public Energy Council dba Sustainable Ohio Public Energy Council (the "SOPEC Agreement"). The SOPEC Agreement shall be

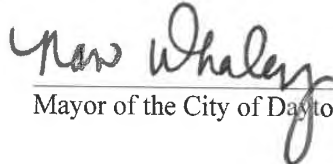
substantially in the form presented to this Commission and on file with the Clerk, subject to such changes, insertions, and omissions that are consistent with this Ordinance and are not substantially adverse to the City and as may be approved by the City Manager.

Section 3. The Commission hereby approves and adopts the Bylaws of SOPEC in the form attached to the SOPEC Agreement.

Section 4. For the reasons stated in the last preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately on its passage.

Passed by the Commission.....**MAY 26**....., 2021

Signed by the Mayor.....**MAY 26**....., 2021



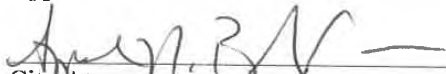
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

By:.....**MR. SHAW**.....No:.....**31893-21**.....**AN ORDINANCE**

Approving the Plan of Operation and Governance for the Southeast Ohio Public Energy Council ("SOPEC") Electricity Aggregation Program, for the Purpose of Jointly Establishing and Implementing an Electricity Aggregation Program, and Declaring an Emergency.

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

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

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

WHEREAS, for the immediate preservation of the public peace, property, health and safety and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

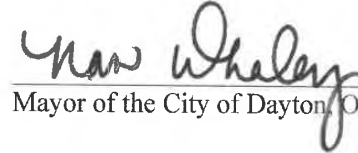
BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. This Commission hereby approves and adopts the Plan of Operation and Governance of the SOPEC Electricity Aggregation Program in the form presented to this Commission and on file with the Clerk.

Section 2. For the reasons stated in the last preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately on its passage.

Passed by the Commission.....**MAY 26**....., 2021

Signed by the Mayor.....**MAY 26**....., 2021



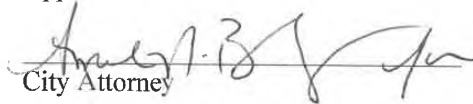
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

EXHIBIT B-2
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
d/b/a SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL

Operation and Governance Plan

Attached is a copy of the Plan of Operation and Governance for the provision of competitive retail electric services prepared by SOPEC on behalf of each of its member communities submitting ordinances and resolutions in Exhibit B-1.

Southeast Ohio Public Energy Council

**Electric Plan of Operation &
Governance**

For Member Communities

Table of Contents

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

I. Introduction

This Plan of Operation and Governance (the “Plan”) has been prepared by the Southeast Ohio Public Energy Council (“SOPEC”) on the behalf of members and any future members that may join SOPEC’s governmental aggregation of electric customers (the “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

On November 5, 2013 the voters of Athens City and Athens County approved ballot measures that authorized governmental electrical aggregation. The City has agreed to be part of the County aggregation program as permitted under Ohio Revised Code (“R.C.”) 4928.20(A), which allows for the creation of an “opt-out” aggregation program. Subsequently, additional member communities chose to join SOPEC’s Aggregation Program. Under SOPEC’s Opt-Out Aggregation Program (defined below), electric residential and non-mercantile commercial customers located in member communities are included in the Opt-Out Aggregation Program unless they explicitly opt-out.

To comply with the Public Utilities Commission of Ohio’s (“PUCO”) regulations, SOPEC members joined together to form an “aggregation council”, which filed an application for certification as a government aggregator with the PUCO. The following Plan, which SOPEC member communities developed, has also been filed with the PUCO. The Plan was adopted after public hearings were held in accordance with R.C. 4928.20(C).

II. Description and Objectives of the Aggregation Program: Endorsement Program

This Plan includes details related to operations of the collaborations between SOPEC members, the procurement of energy supply, and the expectations of members for Suppliers (defined below). This Plan includes all information necessary for the certification of SOPEC by the PUCO as a governmental aggregator under R.C. 4928.20.

The Aggregation Program contains two types of aggregations, an “Opt-Out Aggregation Program” and an “Opt-In Aggregation Program”. Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities also shall have the opportunity to join SOPEC’s Opt-Out Aggregation Program.

Under the Opt-In Aggregation Program, SOPEC offers customers who live in SOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in SOPEC’s Opt-In Aggregation Program can contact the Supplier to enroll. Supplier and SOPEC also may contact individuals in SOPEC member communities regarding opt-in opportunities.

SOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. SOPEC also may endorse any competitive retail electric service supplier to offer within SOPEC’s member

communities products that are not included in the Aggregation Program (“Endorsement Program”).

III. Goals of the Aggregation Program

The specific goals of the Aggregation Program are as follows:

1. To pursue reasonably priced energy supply through the bargaining power of pooled customer aggregation purchases;
2. To ensure maximum investment of energy generation dollars in local projects and energy options;
3. To secure clean and sustainable energy sources as significant portions of community energy supply if selected by member communities;
4. To include in generation supply purchases investments in local energy efficiency investments;
5. To provide, on a non-discriminatory basis, an option for aggregation of all customers who qualify under the PUCO’s rules and who SOPEC and its Supplier have elected to serve;
6. To allow the eligible customers who do not wish to participate to opt-out of the Opt-Out Aggregation Program;
7. To allow customers in member communities to opt-in to an Opt-In Aggregation upon providing affirmative consent
8. To ensure that Suppliers provide quality, reliable service and customer service;
9. To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
10. To include, to the extent possible, government accounts into the aggregation;
11. To advance community economic and energy development goals; and
12. To utilize local government powers and authorities to achieve these goals.

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as a function of the local utility; but SOPEC may request Suppliers to take on billing responsibilities for customers participating in energy efficiency or distributed generation programs implemented by Suppliers. The local utility will continue to own, furnish, install, calibrate, test, and maintain all meters and associated equipment used for customer billing and retail energy settlement purposes. The local utility shall be the “provider of last resort” for customers not participating in the Aggregation Program who have not elected to take service from another competitive supplier.

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

IV. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although SOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

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

V. Steps for Communities during the Aggregation Program Process

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through SOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

- 1) SOPEC shall develop and issue Request for Proposals ("RFPs") that incorporate and address all of the goals expressed in this Plan;
- 2) Competitive retail electric suppliers ("Suppliers") will respond to RFPs; SOPEC and its agents will engage in direct negotiations with Suppliers;
- 3) SOPEC shall select Suppliers and execute one or more supply contracts with Suppliers;
- 4) The local distribution utility for each member community shall supply its electronic list of eligible customers for those communities;
- 5) For Opt-Out Aggregation only:
 - a) Supplier(s) will acquire an electronic list of eligible customers in member communities from the local distribution utility (this information must include applicable meter numbers and other appropriate codes);
 - b) SOPEC and selected Supplier(s) will notify customers of the opt-out process via U.S. mail utilizing the electronic customer list of addresses;
 - c) SOPEC Supplier(s) will revise the electronic customer list to remove responding opt-out customers from the list;
 - d) Supplier(s) will transmit the revised electronic customer list back to the distribution utility for customer transfer;

- e) The distribution utility will complete the administrative transfer of participating customers (via revised electronic list) to SOPEC Supplier(s); and
 - f) Participating customers on all billing cycles will be enrolled with the selected Supplier with the beginning of a new billing cycle.
- 6) For the Opt-In Aggregation Program only:
- a) SOPEC and Supplier will market and solicit customers within the SOPEC member communities;
 - b) Supplier will enroll customers in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the applicable electric distribution utility's tariff.
- 7) The appropriate distribution utility for each member community will complete the administrative transfer of participating customers to the Supplier;
- 8) SOPEC's Supplier will ensure the firm delivery of electric supply based on the terms and conditions of the supply contract with SOPEC;
- 9) SOPEC and legal and technical advisors will monitor contract for compliance; and
- 10) SOPEC will act to protect the interests of member communities.

VI. Participation in the Aggregation Program; Endorsement Program

Opt-Out Aggregation. For purposes of an Opt-Out Aggregation Program, an "eligible customer" constitutes a customer eligible under utility or PUCO rules and which SOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out Aggregation Program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;

- A customer enrolled in the percentage of income payment plan (PIPP);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator's member communities.

Eligible customers shall be notified of the Opt-Out Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the supply contract(s). Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21-day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. Participating customers, who choose to opt-out of the Opt-Out Aggregation Program after the initial 21-day period, but prior to the next opt-out opportunity, may be subject to an early termination fee which will be described in the opt-out notification, if applicable; however, SOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers.

Customers who move to a SOPEC member community (including those who move from another SOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the supply contract(s). Such new electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21-day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

Opt-In Aggregation. Supplier and SOPEC may contact customers in SOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier. Supplier, with SOPEC's consent, will determine the terms and conditions of service, as well as the customers' rates, subject to written policies mutually agreed upon by the SOPEC and Supplier. For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff. Participating customers who terminate their contracts with the supplier prior to its expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

Endorsement Program. SOPEC also may initiate an Endorsement Program whereby it may endorse any competitive retail electric service supplier to offer within SOPEC's member communities products that are not included in the Aggregation Program.

VII. Notification of Opt-Out Aggregation Program Customers

Prior to initiation of Opt-Out Aggregation Program service, all opt-out eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

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

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

1. A summary of all actions taken by SOPEC to authorize the Aggregation Program;
2. A description of the services offered by the Opt-Out Aggregation Program
3. A statement informing customers of their the right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
4. A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
5. A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
6. An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program if any;
7. Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
8. Disclosure of any credit and/or deposit requirements;
9. Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
10. If applicable, inform customers whether SOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-

standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;

11. A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
12. A customer-friendly opt-out form (*e.g.*, a postcard) to return to SOPEC indicating whether the customer has opted out of the Opt-Out Aggregation Program.
13. A toll free phone number that customers can call to opt-out of the Opt-Out Aggregation program.
14. Inform customers that they must return the completed opt-out form to the Supplier or contact the Supplier *via* telephone within the 21-day opt-out period to opt-out.
15. Inform customers that they shall be automatically included in the Opt-Out Aggregation Program if they do not return the opt-out form or do not call the Supplier within the 21-day opt-out period.
16. All charges to be made and a comparison of the primary terms of SOPEC's selected contract compared to the Standard Offer; and
17. Information about eligible energy efficiency and distributed energy customer options.

Customers that do not return the opt-out form within 21 days or do not call the Supplier within the 21-day opt-out period to opt-out shall be automatically included in the Opt-Out Aggregation Program.

Eligible customers who relocate to a SOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the opt-out period. At least every three years, customers may be permitted to opt-out of the Opt-Out Aggregation Program at no fee.

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

VIII. Customer Service

Regarding all issues of customer protection (including provisions relating to slamming and blocking), SOPEC will ensure that the selected Supplier comply all statutes, rules and regulations currently in place and as may be amended from time to time. SOPEC will provide

on-going customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending on the subject and appropriate venue. SOPEC will also assist member communities with all required notifications, information, and public hearings.

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

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

All bills shall comply with PUCO rules, regulations, and requirements regarding the essential components and formats. Credit and collection processes concerning billing will remain the sole responsibility of the selected Supplier and the local distribution company as provided by state law. Under no circumstances shall SOPEC have any responsibility for payment of any bills.

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

IX. Customer Protections

The following customer protection provisions are anticipated to be contained in customers' contracts with the Supplier(s):

1. Title to and risk of loss with respect to the electric energy will transfer from the Supplier to participating customers at the Point-of-Sale, which is the customer's side of the meter.
2. Energy delivered pursuant to the customer's supply contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the customer supply contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

3. Recognizing that electricity provided under the customer's supply contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the supply contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.
4. Given the increasing interest in and need for high levels of reliability, the supply contract will help assure that participating customers in SOPEC member communities receive power supply with reliability equal to that of native load customers for the distribution company. The Supplier is providing generation and transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the customer's supply contract consistent with the requirements of law and equivalent to network service available to native load customers.

X. Customer Complaints

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

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

of resolution of those issues and complaints. If such reports indicate problem in the selected Supplier's service, SOPEC will pursue timely remedial action or consider the Supplier in breach of its supply contract with SOPEC.

XI. Termination of Participation in the Opt-Out Aggregation Program

The Opt-Out Aggregation Program may be terminated for participating customers in two ways:

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

In the event of termination of the Opt-Out Aggregation Program, each customer receiving power supply services under the Opt-Out Aggregation Program will receive notification of termination of the program ninety days before termination. SOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Opt-Out Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law.

XII. Termination of Participation in the Opt-In Aggregation Program

Termination of the Opt-In Aggregation Program will be governed by the terms of individual opt-in customers' supply contracts. An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's supply contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee, if any, will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

XIII. Organizational Structure

Each SOPEC member community shall have one representative in the SOPEC Assembly; which will serve as the legislative body for the organization. Members shall elect a Board of Directors. The Board of Directors of SOPEC shall oversee the implementation and operation of the Aggregation Program consistent with the provisions of the R.C. 4928.20 and the Bylaws of the SOPEC organization.

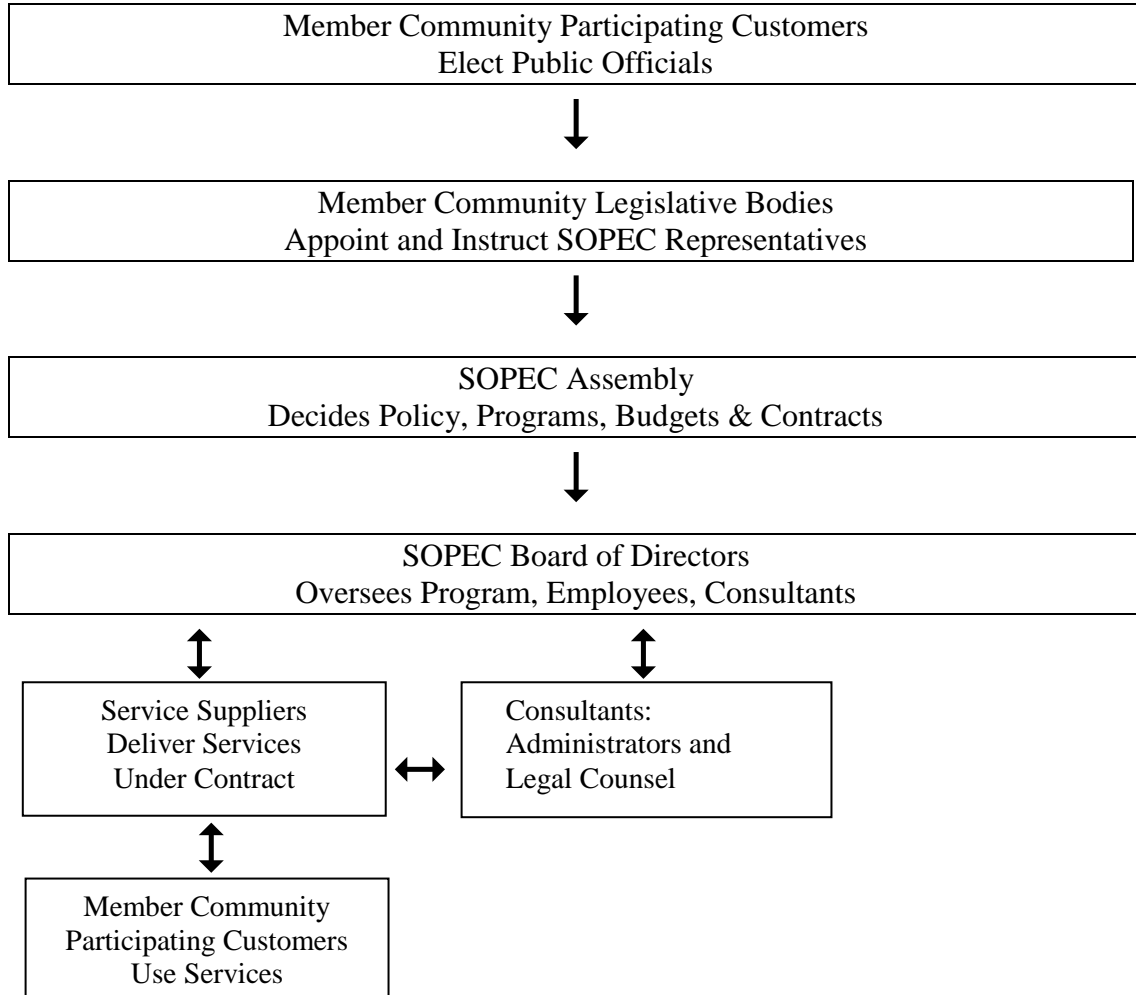
SOPEC shall act as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and other guarantees sufficient to protect customers and the electric distribution utility. SOPEC may contract with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

Outline of Structure:

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

SOPEC Member Electric Aggregation Program

Organizational Structure



XIV. Certification

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission. The certification of governmental aggregators is governed by Chapter 4901:1-21-16 of the Ohio Administrative Code (“O.A.C.”) and R.C. 4928.20. R.C. 4928.20 allows municipalities, townships, and counties to join together and combine their resources for development and implementation of an electric aggregation program.

XV. Aggregation Program Funding

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

XVI. Modification of SOPEC’s Plan

All material modifications to the SOPEC Plan shall be approved by majority vote of the SOPEC Board of Directors and ratified by a majority vote of the SOPEC General Assembly. By adopting this Plan, SOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made automatically by SOPEC without further action of the SOPEC members or General Assembly.

EXHIBIT B-3
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
d/b/a SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL

Automatic Aggregation Disclosure – “Opt-Out Notice”

SOPEC’s aggregation program provides for automatic aggregation for the provision of competitive retail electric services in accordance with Ohio Revised Code Section 4928.20. Attached is a copy of the last filed opt-out notice.



April 29, 2022

<First> <Last> or Current Resident

<Mailing Address>

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

IMPORTANT INFORMATION FROM
THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL
AND AEP ENERGY REGARDING YOUR ELECTRICITY
SERVICE AT

<S ADDRESS>

Dear <First> <Last>:

The Sustainable Ohio Public Energy Council ("SOPEC") is excited to announce a new low electric price of 5.840 cents per kWh with 100% renewable energy for a 12-month period starting with the June 2022 meter-read date. Through the power of volume buying, AEP Energy is able to secure electricity for SOPEC's aggregation at competitive prices.

The elected officials of your community continue to represent you through SOPEC, a non-profit council of governments aggregator. Voters in your community authorized by majority vote the creation of an Electric Aggregation Program to seek favorable electricity rates for eligible residential and small business customers in your community and approved a Plan of Operation and Governance for the aggregation program as required by Ohio law. SOPEC has combined the purchasing power of our members to provide residents and businesses in your community with peace of mind on their electricity supply and selected AEP Energy to continue as SOPEC's electricity supply provider.

SOPEC'S ELECTRIC AGGREGATION IS A SMART CHOICE:

Starting with the June 2022 meter-read date, eligible residents and businesses will receive **100% renewable energy**¹ at the new price of **5.840 cents per kWh** for your electricity supply charges for a period of **twelve (12) months**.² This price includes the City of Athens Carbon Fee described below. Individual customers also have the option to select a 12-month non-renewable product or a 12-month 100% renewable product without the City of Athens Carbon Fee. To learn more about these options, you should contact Customer Care at 1-877-648-1937. The process for opting out of SOPEC Electric Aggregation Program is discussed below.

City of Athens Carbon Fee. In May 2018, the voters of the City of Athens approved a carbon fee of 0.2 cents per kWh for SOPEC's electric customers in the City of Athens to fund local public solar projects. If you would prefer to participate in the SOPEC Electric Aggregation Program in a price plan that does not include the City of Athens Carbon Fee, please call AEP Energy at 1-877-648-1937 to learn about available options.

YOU WILL AUTOMATICALLY BE ENROLLED.

You don't have to do anything and there is no cost to enroll in this exclusive program. All eligible residents and businesses located in the community will automatically be enrolled in the program unless you choose to opt out by following the instructions listed below. If you would like to learn about other price plan options available under SOPEC's program, please call Customer Care at 1-877-648-1937.

HOW DO I OPT OUT?

If you do not wish to participate in this Program, you must opt out by May 20, 2022. There are two ways to opt out:



Call the AEP Energy Customer Care Team toll free at 1-877-648-1937
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 AEP Energy, Attn: SOPEC Electric Aggregation Program,
PO Box 189, Baden, PA 15005-0189

Respectfully,

Chris Chmiel
Chairman, Sustainable Ohio Public Energy Council

Scott D. Slisher
Chief Solutions Officer, AEP Energy

FREQUENTLY ASKED QUESTIONS

What is the Sustainable Ohio Public Energy Council (“SOPEC”)?

SOPEC is a non-profit regional council of governments, comprised of member counties, cities and villages, including your community. SOPEC has been certified by the Public Utilities Commission of Ohio (“PUCO”) as a governmental electricity aggregator.

What is the SOPEC Electric Aggregation Program? Under the SOPEC Electric Aggregation Program, SOPEC acts on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The PUCO has taken steps to ensure that Ohio’s competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including your community) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC’s Electric Aggregation program. SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the residents of SOPEC’s member communities for a 12-month period, beginning with the June 2022 meter-read.

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

Why did SOPEC select AEP Energy as its provider? SOPEC selected AEP Energy because they were able to propose a program that in SOPEC’s judgment, offered the best overall value for eligible households and businesses in SOPEC communities.

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. **As a part of the enrollment process, you will also receive a notice from your local utility, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, simply ignore that letter.** No deposits are required to enroll.

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

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.

What is my price? Beginning with the June 2022 meter-read date, you will receive an electricity generation price of 5.840 cents per kWh for twelve (12) months. Included in the price is a Carbon Fee of 0.2 cents per kWh.

Why am I being charged the Carbon Fee? On May 8, 2018, the voters of the City of Athens approved the inclusion of a 0.2 cents per kWh Carbon Fee in the Program price to fund local public solar projects. If you would prefer to continue participating in the SOPEC Electric Aggregation Program in a price plan that does not include the Carbon Fee, please call AEP Energy at 1-877-648-1937 to learn about available options.

Is net metering available? We are very excited to announce, for the first time ever, net metering is now available to SOPEC customers! If you have onsite generation located on your premise and meet all the eligibility requirements, you can qualify for SOPEC’s net metering billing program. During any billing cycle if your on-site generation exceeds your consumption, you will receive a credit for the excess generation multiplied by the locational marginal prices for the hours posted 7 a.m. to 7 p.m. During any billing cycle if your on-site generation does not exceed your consumption, you will receive a credit for excess consumption multiplied by the applicable program price. Please refer to the Terms and Conditions, Section 17, for additional information about the net metering program.

Is budget billing available? A Budget Billing Plan is 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. Your local utility may also offer a Budget Billing Plan for all other charges not related to AEP Energy’s charges.

Can I cancel at any time? Yes, you may cancel without penalty and switch to another provider or revert back to 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 also will be provided the ability to opt out every three years without penalty.

What happens at the end of the program? As the 12-month program draws to a close, SOPEC can choose to seek bids from AEP Energy or other electricity providers in order to negotiate a new program contract on behalf of eligible households and businesses. SOPEC can also choose to end the program, at which time participants would be notified.

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 1-877-648-1937.

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

What is considered a small commercial business? 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.

What is renewable energy? Renewable energy comes from sources that are constantly and sustainably replenished such as wind, solar or hydro. AEP Energy’s renewable energy plan is produced from 100% wind power and is Green-e® Energy certified. AEP Energy is purchasing Renewable Energy Certificates (“RECs”) from such sources for the SOPEC aggregation program. Purchasing RECs can provide environmental benefits because they support development of renewable energy generation resources. Renewable energy resources have lower greenhouse gas emissions than traditional energy resources.

What is AEP Energy Reward Store? As a benefit of being a part of the SOPEC Electric Aggregation Program, residents will earn \$25 Reward Dollars to use toward a purchase in AEP Energy Reward Store, our one-stop online marketplace, where you can conveniently shop for energy-saving products! Check out Reward Store at aepenergyrewardstore.com.

Unless you affirmatively opt out by May 20, 2022, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified communities receiving electric service from AEP Ohio or AEP Energy (in the AEP Ohio 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 SOPEC and AEP Energy. ¹Green-e Energy® certifies that AEP Energy’s 100% renewable energy plan meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy® certification requirements, write to Green-e Energy, 1012 Torrey Ave., 2nd Floor, San Francisco, CA 94129 or log on to www.green-e.org. ²AEP 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 1-877-648-1937, write to: AEP Energy, PO Box 189, Baden, PA 15005-0189, or visit AEPenergy.com.

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the June 2023 meter read date(s) ("Term").	Product is Variable . See Section 2 for details. Residential & Small Commercial Customers: Beginning with your next available meter read date and continuing to your June 2023 meter read date, 5.840¢ per kWh for Green-e® Energy Certified 100% nationally wind-generated renewable energy certificates, City of Athens Carbon Fee, and 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, for any reason by providing AEP Energy with thirty (30) calendar days' prior written or verified telephone notice. 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 electric generation services 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. Your local electric public utility will continue to be your EDU. All of your retail electric energy service will be supplied and delivered under the Sustainable Ohio Public Energy Council's ("SOPEC") aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Electric Supply Agreement dated July 19, 2019 between SOPEC and AEP Energy as amended (the "SOPEC 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 described) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the SOPEC Agreement (not otherwise included in the most recent "opt-out" process) that enters into this Agreement (at the same price offered under most recent "opt-out" process) 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 OAC 4901:1-21 of the PUCO 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 provider provides Generation Service. "Transmission Services" means moving high voltage

electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "Distribution Service" means the physical delivery of electricity to customers by the EDU. "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 SOPEC Agreement. 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 that is not current on their Non-bypassable utility charges and fees. **2. Price.** Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product herein is being defined as "Variable". 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 \$40 to \$50 per month in such EDU charges and fees. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement. Subject to the terms and conditions of the SOPEC Agreement, in the event that there is any new, or any change in existing, statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, or any change in any interpretation or application of any of the foregoing, promulgated by any judicial, regulatory, administrative, or governmental authority, EDU, Regional Transmission Organization ("RTO") or other regulated service provider (a "Change in Law"), and 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"), AEP Energy may pass through to you any such Additional Costs. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO.

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. This contract does not automatically renew. At SOPEC's sole discretion, SOPEC may terminate the SOPEC Agreement, by providing written notice to AEP Energy on or before January 1, 2023, to be effective with your June 2023 meter read date, and SOPEC's exercise of such right shall not trigger any liability by AEP Energy to pay Liquidated Damages (as hereinafter defined).

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; provided, however, that AEP Energy reserves the right not to make budget billing available to Net Metering Customers (as hereinafter defined). 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 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. Your EDU may charge you a switching fee. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement.

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

7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, characteristics of electricity service, address, telephone number, and account number(s).

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 EDU, 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. Miscellaneous. You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. 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. 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.**

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. 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 or RTO), 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. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LIQUIDATED DAMAGES IN SECTION 6 AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, 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 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.

13. Your Liability. You assume full responsibility for retail electricity supplied to you at and after the Delivery Point.

14. Assignment. You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. Subject to the terms and conditions of the SOPEC Agreement, 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.

15. Choice of Law; Severability. 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 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.

16. Contact Information; 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 your telephone 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.

17. Net Metering. On and subject to the terms and conditions set forth in this paragraph and in the SOPEC Agreement and upon AEP Energy's notification from the EDU of a Net Metering Customer, AEP Energy will offer net metering billing arrangements to customers that (A) have installed (at such customer's expense) adequate metering equipment (which may include metering that tracks electricity as it flows in each direction through the meter) that enables tracking of electricity flowing to and from the local electric grid/EDU's distribution system and the generation facility(ies) (e.g., solar panels) with an EDU metering point for the Customer account on such premises in an area that is owned, operated, or leased by such Net Metering Customer or on a contiguous lot thereto (each facility and premises, subject to any safety or other conditions as may be determined by the EDU, "Onsite Generation") and (B) are otherwise eligible and satisfying (1) any and all applicable (x) EDU interconnection agreement, eligibility, and/or prescribed requirements (including the execution and ongoing continuation of a validly in-effect interconnection agreement with the EDU), (y) EDU review process(es) and review requirements of EDU rules/tariffs and of the PUCO, and (z) other laws, rules, regulations, guidelines, and standards; and (2) all other requirements and representations set forth in the SOPEC Agreement, including that the customer's billing method must allow for EDU-consolidated bill-ready billing (each, a "Net Metering Customer"). A net metering program in the applicable EDU load zone or equivalent market delivery point (including availability of the relevant metering information and calculations as provided by the EDU) must be available. AEP Energy will only enroll and continue the enrollment of any Net Metering Customer in a net metering billing arrangement that meets all eligibility requirements (including all requirements set forth in this paragraph and in the SOPEC Agreement and as set forth in all relevant EDU rules and tariffs and all applicable laws, rules,

and regulations) at the time of such Net Metering Customer's enrollment and remaining true throughout the Term. A Net Metering Customer must fulfill all AEP Energy contractual and eligibility requirements, as determined by AEP Energy in its sole discretion, including that such Net Metering Customer must unconditionally agree in its net metering contract with AEP Energy to be removed from the EDU's net metering tariff and to not be credited by the EDU for excess generation. A Net Metering Customer's Onsite Generation must be: (i) fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell; (ii) located on Net Metering Customer's premises (as described above in this paragraph); and (iii) operated in parallel with the EDU's transmission and distribution facilities. If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is summary data (i.e., either a single usage value combining consumption and production or a single usage value for each of consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges"; and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, (A) the amount of such Excess Generation expressed in kWhs multiplied by (B) a per-kWh rate equal to the monthly average of all applicable RTO/EDU *real time* hourly locational marginal prices (LMPs) posted from 7:00 A.M. to 7:00 P.M. during the Billing Cycle (such resulting credit amount, the "Excess Generation Credit"). If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is interval data (i.e., single hourly usage values combining consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges"; and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, the sum of the products of (A) the amount of such hourly Excess Generation expressed in kWhs multiplied by (B) the per-kWh rate equal to the applicable RTO/EDU *real time* hourly locational marginal price (LMPs) posted for each applicable hour (such resulting credit amount, the "Excess Generation Credit"). For each month of the Term, AEP Energy will make a true-up calculation that reflects the Net Metering Customer's Excess Generation Credit(s) applied and offset against Generation Service and Generation-Related Charges for the applicable billing period (each, a "True-Up"). The calculation of the True-Up

will credit any previously unused Excess Generation Credit(s) applicable to the prior billing period(s). To the extent that such Excess Generation Credit(s) exceed the Generation Service and Generation-Related Charges due, such excess will be carried forward and credited against future Generation Service and Generation-Related Charges until fully discharged. At the end of the Term, if a Net Metering Customer has any unused Excess Generation Credit(s) that have not been offset against charged Generation Service and Generation-Related Charges, such unused Excess Generation Credit(s) will be distributed to such Net Metering Customer in the form of a check or gift card, subject to (i) applicable law and any tax reporting requirements and (ii) AEP Energy's satisfactory receipt of all documentation requested from such Net Metering Customer, including the U.S. Internal Revenue Service Form W-9, as applicable. For the avoidance of doubt, (x) Net Metering Customers will not be credited or reimbursed for any avoided Distribution Service, Transmission Service, or other Non-bypassable utility charges and fees, demand-related or capacity-related charges, or line losses, ancillary services, renewable portfolio standards (RPS), or taxes; (y) renewable energy credits (RECs) associated with a Net Metering Customer's Onsite Generation remain the property of such Net Metering Customer; and (z) AEP Energy shall perform all calculations under this paragraph using commercially reasonable methodologies. In the event that the EDU's, PJM's, and/or the PUCO's net metering tariff, rules, or regulations are terminated or changed in any manner prior to the end of the Term, AEP Energy (at its option, in its sole discretion, and upon written notice to relevant Net Metering Customers) may either (1) discontinue existing net metering arrangements, without penalty to either AEP Energy or the Net Metering Customers, or (2) amend existing net metering arrangements to the extent necessary to make them valid while still giving effect to the intent of the parties to the SOPEC Agreement.

18. City of Athens Carbon Fee. SOPEC has advised that, pursuant to the #3 Advisory Election of Athens City on May 8, 2018, (A) the voters of the City of Athens, Ohio granted, through the Program, the authority to charge a 2 mills retail carbon fee for each kWh of electric consumption used by SOPEC retail electric customers in the City of Athens, Ohio (such fee, the "Carbon Fee"), and to use all Carbon Fee revenues to fund local public solar projects and (B) such enrollment for SOPEC retail electric customers' payment of the Carbon Fee will occur automatically except where any SOPEC retail electric customer elects to opt out. As a result thereof, you will receive services under this Agreement at the price stated in the table above under "Generation Service Charges", inclusive of the Carbon Fee, except where you elect to opt out from the Carbon Fee.

19. Renewable Energy Certificates ("RECs"). The electricity supply provided to you will include renewable energy certificates sourced from renewable resources in the amount equal to the percentage of your load volume stated in the table above under "Generation Service Charges" during the term of this Agreement. Eco-Advantage is a 100% nationally wind-generated REC product, is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto www.green-e.org.

2022 PROSPECTIVE PRODUCT CONTENT LABEL¹

AEP Energy's ECO-Advantage® is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec.

AEP Energy's ECO-Advantage matches 100% of your electricity usage. In 2022, ECO-Advantage will be made up of the following renewable resources.

Green-e Energy Certified New ² Renewables in ECO-Advantage		Generation Location
-Wind	100%	National supply could be sourced from any of the following states including but not limited to: Texas, Iowa, Illinois and Minnesota.
TOTAL	100%	

1. These figures reflect the renewables that AEP Energy has contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the United States includes: Coal (30.1%), Nuclear (20%), Oil (<1%), Natural Gas (31.7%), Hydroelectric (7.5%), Other Fossil (<1 %), and Renewables (17.1%; Hydropower 1.5%, Wind 6.3%, Biomass 1.6%, Solar 1.3%, and Other <1%). This resource mix was prepared in accordance with the U.S. Department of Energy/ Energy Information Administration.

The average home in the United States uses 897 kWh per month. Source: U.S. EIA, 2017.


For specific information about this product, please contact AEP Energy via phone at (866) 258-3782, by email at care@aepenergy.com, or visit AEPenergy.com.



Energy
CERTIFIED

ECO-Advantage is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

You have decided to purchase Renewable Energy Certificates for all or a portion of your total electricity usage through AEP Energy, Inc.'s (AEP Energy) ECO-AdvantageSM Plan. AEP Energy does not purchase supplies of renewable electricity directly. Instead, AEP Energy purchases RECs, on your behalf, to offset your usage. RECs represent the environmental attributes and benefits of power generated from renewable resources. ECO-Advantage is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Price, Terms, and Conditions	
	<p>AEP Energy's ECO-Advantage Plan is certified by Green-e Energy, which requires companies to provide their customers with this notice of Price, Terms and Conditions of service. You have the right to rescind your enrollment without penalty by contacting AEP Energy at the toll-free number specified below. Your rescission period depends upon the state in which your service area is located and is specified in your AEP Energy contract. For more information about Green-e Energy, write Green-e Energy, PO Box 29512, San Francisco, CA 94129 or log onto www.green-e.org.</p>
<p>Company:</p>	<p>AEP Energy, a competitive retail electric generation supplier and an affiliate of Ohio Power Company (AEP Ohio). Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customers do not need to purchase electric generation supply from AEP Energy in order to continue to receive regulated service from their utility. Switching to AEP Energy is not mandatory and you have the option of remaining with your local distribution company for basic generation service. AEP Energy's Maryland license is IR-757.</p>
<p>Whom should I contact for more information?</p>	<p>AEP Energy Customer Care: 866-258-3782 or care@aepenergy.com</p> <p>AEP Energy, Inc. 1 Riverside Plaza, 20th floor Columbus, OH 43215</p> <p>www.AEPenergy.com</p>
<p>How will I be billed?</p>	<p>Your utility will bill you for total electricity services. This invoice will include your contracted energy charge that is equal to the sum of your electric supply charge and your REC purchase.</p>
<p>How will my bill be calculated?</p>	<p>Based on a monthly average usage of 1,000 kWh, the following example provides you an estimate of your monthly power charge. This is an example only. Your actual bill will vary based on your use of electricity and the price per kWh of power in your AEP Energy contract.</p> <p>Monthly kWh usage: 1,000 Percentage of power: 100% Price per kWh of power: \$0.047 Total power charge: \$47.00</p>

Will my rates change over time?	Your rate for renewable energy will not change during the 12-month period from your June 2022 Billing Cycle to your June 2023 Billing Cycle of your AEP Energy contract Term.
What sources will be used in my certified product?	Please see the attached product content label.
If I want to terminate this agreement/ contract, what is the early termination fee?	There is no early termination fee per your AEP Energy contract.
What length of agreement/ contract is required?	Please refer to your AEP Energy contract (Terms and Conditions) for the term of your contract.
What other fees might I be charged?	For those customers who are invoiced by AEP Energy, late payments, including late interest payments, are subject to interest charges at the rate of one and one half percent (1.5%) per annum. If you do not make timely payments, the utility or AEP Energy may impose late fees and your service may be disconnected.
Where can I find the current and historic Green Product Content Labels.	<p>The current product content label is attached to this document below.</p> <p>The current and historic product content labels are also available online at:</p> <p>AEPenergy.com/residential/renewable-energy</p>

EXHIBIT B-4
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
d/b/a SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL

Experience and Plans

SOPEC is a regional council of governments formed pursuant to Ohio Revised Code Chapter 167, and is a political subdivision of the State of Ohio. SOPEC was formed in 2013 and originally certified by this Commission as a governmental aggregator for the provision of competitive retail electric service on June 23, 2014. SOPEC was previously granted a renewal of its certificate on June 22, 2016, June 22, 2018, and June 22, 2020. SOPEC currently manages opt-out governmental electric aggregation programming for 20 member communities, including the City of Athens and the City of Dayton. SOPEC's certificate is in good standing with the Commission, and it has the requisite experience to continue to serve as a governmental aggregator for the provision of competitive retail electric services in Ohio.

SOPEC's organizational structure and plan for providing electric aggregation services is detailed in the Plan of Operation and Governance attached as Exhibit B-2. SOPEC has entered into a Master Gas Supply Endorsement Services Agreement with AEP Energy Inc. ("AEP Energy"), a certified retail electric supplier, to supply its customers with electricity and for other services as detailed in the Plan of Operation and Governance, including the handling of consumer services inquiries and complaints. AEP Energy has been approved by the Commission as a certified Competitive Retail Electric Supplier in Case No. 10-384-EL-CRS, as renewed on May 20, 2022 in which its experience in providing service is detailed.

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

7/15/2022 3:54:42 PM

in

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

Summary: Text Renewal Application Southeast Ohio Public Energy Council d/b/a Sustainable Ohio Public Energy Council electronically filed by Teresa Orahoad on behalf of Devin D. Parram