





**B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

**B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

**B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

**B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities  
Commission

# Application Attachments

**CITY OF DEER PARK, OHIO**  
**Natural Gas Aggregation Program**

**EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"**

## **PLAN OF OPERATION AND GOVERNANCE**

### **Natural Gas Governmental Aggregation**

**Introduction.** On November 6, 2012, a majority of the voters in the City of Deer Park, OH approved a referendum that authorized the City of Deer Park ("the City") to pursue Automatic Governmental Aggregation. After the City held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the City approved this Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the City will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of arranging for the purchase of natural gas supply in Ohio's competitive retail natural gas market.

**Governmental Aggregation Services.** The City, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Natural Gas Supplier ("Supplier") to supply the Aggregation, (ii) negotiate the terms of supply between the Supplier and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Supplier.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract, and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier's website, and available by calling the Supplier's toll free customer service telephone number.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-28-05 of the Ohio Administrative Code requires Duke Energy-Ohio (the "Utility") to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts the Supplier, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic limits of the City and that an area within the City limits has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the City by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator is forming an automatic (or "Opt-out") aggregation, provide the price for natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts are removed from the eligible account list as well. Upon completion of the 21 day Opt-out period, the Supplier will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every two years without paying an early termination fee.

**Billing.** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Supplier for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Supplier will implement additional policies with respect to credit, deposits and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below are a list of helpful toll free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	Utility	1-800-634-4300
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	1-877-305-3337
Program Regulatory Questions	Supplier Customer Service	1-877-305-3337
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the City within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than

three (3) business days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

**Moving within the City.** Aggregation participants who move from one location to another within the corporate limits of the City and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the corporate limits of the City and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Supplier. If a participant is dropped from the Aggregation due to a move within the City, the participant should contact the Supplier to be re-enrolled.

**Moving outside of the City.** Aggregation participants who move out of the City limits will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Supplier.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the City's corporate limits that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out Period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

In the event that the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Supplier may refresh the Aggregation by providing those who move in to the City the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

**CITY OF DEER PARK, OHIO**  
**Natural Gas Aggregation Program**

**EXHIBIT B—4 “EXPERIENCE AND PLANS”**

#### EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Electric and Natural Gas Governmental Aggregation Programs.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(4)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(4)) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

**CITY OF DEER PARK, OHIO**  
**Natural Gas Aggregation Program**

**EXHIBIT B-1 "AUTHORIZING ORDINANCE"**

**CITY OF DEER PARK, OHIO**

**HAMILTON COUNTY  
BOARD OF ELECTIONS**

**2012 AUG -8 AM 9: 07**

**ORDINANCE NO. 2012-17**

TO AUTHORIZE ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26 OF THE OHIO REVISED CODE; TO DIRECT THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND TO DECLARE AN EMERGENCY.

**WHEREAS**, the Ohio Legislature has enacted natural gas deregulation legislation, which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate automatically, pursuant to Section 4929.26 of the Ohio Revised Code, subject to opt-out provisions, competitive retail natural gas service for the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural gas loads; and

**WHEREAS**, such legislative authorities may exercise such authority individually or jointly with any other legislative authorities; and

**WHEREAS**, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of natural gas deregulation through lower natural gas rates which they would not otherwise be able to have individually; and

**WHEREAS**, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26 of Ohio Revised Code (the "Aggregation Program"), for the residents, businesses, and other natural gas customers in the City of Deer Park and in conjunction with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, this Council desires to proceed with the submission of the question to the electors of the City of Deer Park;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEER PARK, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT;**

Section 1. The Council finds and determines that it is in the best interest of the City of Deer Park, its residents, businesses, and other natural gas consumers located within the city limits of Deer Park, Ohio, to establish the Aggregation Program in the City of Deer Park. Provided that the Aggregation Program is approved by the electors of the City of Deer Park pursuant to Section 2 of this ordinance, the City of Deer Park is hereby authorized to aggregate automatically in accordance with Section 4929.26 of the Ohio Revised Code, and subject to the opt-out requirements of division (D) of Section 4929.26,

competitive retail natural gas service for the retail natural gas loads located within the City of Deer Park, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads. Deer Park may exercise such authority jointly with any other municipal corporation, township, or county of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this ordinance.

Section 2. The Board of Elections of Hamilton County, Ohio, is hereby directed to submit the following question to the electors of the City of Deer Park at the next general election on November 6, 2012. The Aggregation Program shall not take effect unless approved by the majority of the electors voting upon this issue at the election held pursuant to this ordinance and Section 4929.26 of the Ohio Revised Code.

The form of the ballot to be used in the November 6, 2012, general election shall be substantially as follows:

**PROPOSED AGGREGATION PROGRAM  
CITY OF DEER PARK**

A majority affirmative vote is necessary for passage.

Shall the City of Deer Park, Ohio, have the authority to aggregate automatically in accordance with Section 4929.26 of the Ohio Revised Code, and subject to the opt-out requirements of Division (D) of Section 4929.26, competitive retail natural gas service for the retail natural gas loads located within the City of Deer Park, and, for that purpose, enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads, such aggregation to occur automatically except where any person elects to opt-out?

**FOR THE AGGREGATION PROPOSAL**

**AGAINST THE AGGREGATION PROPOSAL**

Section 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this ordinance, the Council, individually or jointly with any other political subdivisions, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such a plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City of Deer Park. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail natural gas load located within the City unless it in advance clearly discloses to the person whose retail natural gas load is to be so aggregated that the person will be enrolled automatically in the aggregation and will remain so enrolled unless the person

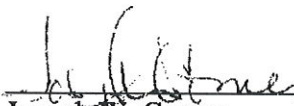
affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the aggregation the opportunity to opt out of the aggregation every two years, without paying a switching fee. Any such person who opts out of the aggregation pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

Section 4. Upon passage of this ordinance, the Clerk of Council shall immediately certify a copy of it to the Hamilton County Board of Elections.

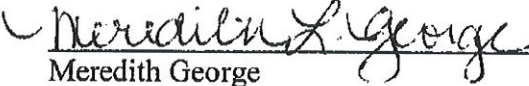
Section 5. All formal actions of the Council of the City of Deer Park, Ohio, relating to the adoption of this ordinance were taken in an open meeting, in accordance with Section 121.22 of the Ohio Revised Code.

Section 6. This ordinance is hereby declared to be an emergency measure for the health, safety, and welfare of the citizens of Deer Park and shall take effect immediately. The emergency is necessary in order to meet the 4:00 p.m. filing deadline with the Board of Elections on August 8, 2012.

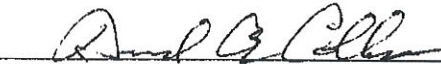
PASSED this 11 day of June, 2012.

  
\_\_\_\_\_  
Joseph W. Comer  
President of Council


Attest:

  
\_\_\_\_\_  
Meredith George  
Clerk of Council

APPROVED this 11 day of June, 2012

  
\_\_\_\_\_  
David A. Collins  
Mayor

Approved as to form:

  
\_\_\_\_\_  
Andrew J. Helmes  
Law Director



## Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)  
Governmental Aggregator Application

Case Number: 13 0377 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). 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: City of Deer Park  
Street Address: 7777 Blue Ash Road  
City: Deer Park State: OH Zip: 45236  
Telephone: 513-794-8860 Website: www.deerpark-oh.gov

#### A-2. Contact person for regulatory matters.

Name: Brenda Coffey  
Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 304-769-8921 Email: bcoffey@energyalliances.com

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

Name: Brenda Coffey  
Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 304-769-8921 Email: bcoffey@energyalliances.com

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

Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: oh Zip: 45236  
Toll-free  
Telephone: 800-735-0359 Email: bcoffey@energyalliances.com

## 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

City Manager

Title

December 5, 2022

Date

# Competitive Retail Natural Gas Service Affidavit

County of Hamilton :  
State of OH :

William A. Letter, Affiant, being duly sworn/affirmed, hereby states that:  
City of Deer Park

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 and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.
4. 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. 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. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. 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.
9. 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.
10. Affiant further sayeth naught.

William A. Letter  
Signature of Affiant & Title

Sworn and subscribed before me this 5 day of December, 2022  
Month Year

Tyra Meredith  
Signature of official administering oath

Tyra Meredith  
Print Name and Title



My commission expires on 02/17/2025

**CITY OF DEER PARK, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE"**



An AEP Company  
PO Box 189  
Baden, PA 15005-0189



IMPORTANT INFORMATION FROM  
THE CITY OF DEER PARK AND AEP ENERGY  
REGARDING YOUR NATURAL GAS SERVICE AT

<First> <Last> or Current Resident  
<Mailing Address>  
<Mailing City>, <Mailing State> <Mailing Zip>

<ADDRESS>

<Mail Date>

Dear <First> <Last>:

**The City of Deer Park Natural Gas Aggregation Program sets a secure price of \$0.839 per Ccf for your natural gas supply charges.**

AEP Energy is pleased to announce that the City of Deer Park is providing its residents and small businesses with an opportunity to fix their natural gas supply rate compared to the local utility monthly variable rate. **On November 6, 2012, City of Deer Park voters authorized by majority vote the creation of a Natural Gas Aggregation Program to seek secure natural gas rates for eligible residents and small businesses and the City approved a Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code.** Under this arrangement AEP Energy has been selected as the City of Deer Park's preferred natural gas supply provider. This special offer is exclusive for eligible residents and small businesses of the City because, through the power of volume buying, AEP Energy is able to secure natural gas supply at competitive rates. AEP Energy is an Ohio-based company.

## THE CITY NATURAL GAS AGGREGATION PROGRAM IS A SMART CHOICE:

**Receive Protection with a Secure Price.** Through the City Natural Gas Aggregation Program, eligible residents and small businesses will receive the secure rate of **\$0.839 per Ccf** for a period of **twenty-four (24) months<sup>1</sup>** starting with the **October 2022** meter-read date. You will find additional details of this program in the Terms & Conditions and Frequently Asked Questions on the back of this letter.

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

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

## YOU WILL AUTOMATICALLY BE ENROLLED.

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

## HOW DO I OPT-OUT?

If you do not wish to participate in this program, you must opt-out by <Opt\_Out\_Date>. There are two ways to opt out:



Call the AEP Energy Customer Care Team toll free at 1-888-659-3888 Monday - Friday from 8 a.m. to 7 p.m. & Saturday from 9 a.m. to 1 p.m. EST



Simply complete and sign the form below and return it by <Opt\_Out\_Date>. Mailing address - PO Box 189, Baden, PA 15005-0189

Respectfully,

The City of Deer Park & AEP Energy

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



## THE CITY OF DEER PARK NATURAL GAS AGGREGATION OPT OUT ELECTION FORM

Please print clearly.

Account Number: <Account Number>

<QR Code>

☒ I elect not to participate in the City Natural Gas Aggregation Program with AEP Energy.

Phone Code <Customer Code>

<First> <Last>

<Service Address>

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

Account Holder's Name: (Print)

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

Account Holder's Signature: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

**IMPORTANT NOTICE:** By returning this request form, I am formally electing NOT to participate in the City Natural Gas Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forgo the benefits of this program. I understand that I cannot to opt-out of the City Natural Gas Aggregation Program. I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-888-659-3888, to opt out no later than <Opt\_Out\_Date>. If this form is not postmarked or filed not later than the specified date, I understand that I will be automatically enrolled in the City Natural Gas Aggregation Program. I acknowledge responsibility to send the Out Opt Election form or to call AEP Energy.

Complete form and mail to:  
AEP Energy  
c/o City Natural Gas Aggregation Program  
PO Box 189  
Baden, PA 15005-0189

This form must be postmarked no later than <Opt\_Out\_Date> for your opt out to be effective.

1. Ohio Public Utilities Commission Order No. 16-03-001, Issued May 5, 2016. <http://www.puc.state.oh.us>  
<Opt\_Out\_Date>

## FREQUENTLY ASKED QUESTIONS

**What is the City Natural Gas Aggregation Program?** Under the City Natural Gas Aggregation Program, the City acted on behalf of its residents and small businesses to select a natural gas supplier who, through the power of volume buying, is able to secure natural gas at competitive rates. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive natural gas environment is consumer-friendly. Voters in the City approved this aggregation program and the City Council passed an ordinance adopting this Natural Gas Aggregation program.

The City has selected AEP Energy as their preferred natural gas supply provider to serve their residents and small businesses beginning with the October 2022 meter-read date for twenty-four (24) months.

**Who is AEP Energy?** AEP Energy is a certified retail electric and natural gas supplier and a subsidiary of American Electric Power Company, Inc. (AEP). With an office located in Columbus, Ohio, AEP Energy supplies natural gas to customers at a fixed rate rather than variable rates offered by your local utility.

**Why did the City select AEP Energy as its provider?** The City selected AEP Energy because they were able to propose a program that represented the best overall value for eligible households and businesses.

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

**When will this program start?** The City Natural Gas Aggregation Program will begin with the October 2022 meter-read date.

**What is my price?** The City of Deer Park has ensured that, beginning with the October 2022 meter-read date, you will receive a natural gas supply rate of \$0.839 per Ccf for twenty-four (24) months.

**Where do I send payment?** You will continue to receive one bill each month from Duke Energy Ohio, your local utility. The amount that you owe to AEP Energy will be stated separately on your bill and you will continue to send payments to your local utility only.

**Is budget billing available?** Yes, you can arrange Budget Billing through Duke Energy Ohio.

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

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

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

**If I opt out initially, can I choose to join the program at a later date?** Yes, if you opt out initially and change your mind later on, you may join by calling AEP Energy at 1-888-659-3888 or by visiting [AEPenergy.com/aggregation](http://AEPenergy.com/aggregation)

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

**What is considered a small commercial business?** A small commercial business has an annual consumption less than 5,000 Ccf or 500 Mcf per year and must be a non-mercantile customer as defined by Ohio Administrative Code.

Unless you affirmatively opt out by <Opt Out Date>, you will be automatically enrolled if you do have an eligible residence located in the specified city receiving natural gas service from Duke Energy Ohio or AEP Energy in the Duke Energy Ohio service territory and have not enrolled in the PUP program. Participation in the program is subject to the terms & conditions of the Agreement between the City and AEP Energy. AEP Energy's natural gas price excludes certain taxes, utility distribution 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 1-888-659-3888, write to AEP Energy, PO Box 182, Warren, PA 15090-0182 or visit [AEPenergy.com](http://AEPenergy.com).

If you have any additional questions, please contact the  
AEP Energy Customer Care Team toll free at **1-888-659-3888**,  
Monday – Friday from  
8 a.m. to 7 p.m. and  
Saturday from 9 a.m. to 1 p.m. EST



94% Overall Customer  
Satisfaction Rating



An Accredited  
Member Since 2009



Over 100 Years of  
Industry Experience

TERM	RETAIL NATURAL GAS SERVICE CHARGES	CANCELLATION FEE	RENEWAL
Until the October 2024 meter read date ("Term").	\$0.839 per Ccf. Price is for Retail Natural Gas Service. Price excludes any and all applicable taxes, utility Distribution Service charges, and other Non-bypassable utility costs, charges, and fees.	You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.	Your Retail Natural Gas Service will terminate after the Term. See <b>Section 8</b> for details.

**TERMS AND CONDITIONS.** These terms and conditions of enrollment in your community's natural gas aggregation program (the "Program") are disclosed to you pursuant to Section 4929.26(D) of the Ohio Administrative Code and Section 4901:1-28-04 of the Ohio Administrative Code (these "Terms and Conditions") and govern your Retail Natural Gas Service with AEP Energy, Inc. ("AEP Energy"). Please keep a copy for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Retail Natural Gas Service in Ohio. As a Competitive Retail Natural Gas Service ("CRNGS") provider, AEP Energy will supply Retail Natural Gas Service to the interconnection (the "Delivery Point") of your local natural gas public utility or any successor entity that distributes natural gas to you ("NGDC") based on your consumption and pursuant to these Terms and Conditions. Your local natural gas public utility will continue to be your NGDC. All of your Retail Natural Gas Service will be supplied and delivered under the Program, which is governed by the Government Aggregation Master Retail Natural Gas Supply Agreement between the relevant government aggregator (the "Government Aggregator") and AEP Energy (the "Program Agreement"). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program "opt-out" election form (as included in any informational letter provided with these Terms and Conditions) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent "opt-out" process) that agrees to be subject to these Terms and Conditions (i.e., "opts-in" to the Program), in each case, subject to any exercise of your rescission right (as described under "Right of Rescission"). Your NGDC then distributes or delivers the natural gas to you. Your Distribution Service will remain with your current NGDC, which is regulated by the PUCO. Your NGDC 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 Natural Gas Service provider" or "CRNGS provider" means an entity that sells commodity natural gas to retail customers in Ohio. "Retail Natural Gas Service" means the provision of natural gas to retail customers. "Non-bypassable utility costs, charges, and fees" means those NGDC charges and fees payable by you regardless of whether the NGDC or a CRNGS provider provides Retail Natural Gas Service. "Distribution Service" means the physical delivery of natural gas to

customers by the NGDC. "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 Retail Natural Gas Service from AEP Energy, your NGDC will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) business days following the postmark date of the confirmation letter by contacting your NGDC orally or in writing and following the instructions contained in the letter.

**OTHER IMPORTANT DISCLOSURES.** The pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the NGDC'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 NGDC's standard offer service rates during the Term. If you received any price comparison(s) in connection with your enrollment, by participating in the Program, you understand and agree that AEP Energy has informed you that no guarantee of savings during the Term is being provided.

**1. Eligibility.** Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential rates codes and small commercial customers with annual consumption less than 5,000 Ccf or 500 Mcf per year that are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) are eligible for participation in the Program. AEP Energy will refuse enrollment to any customer who is not current on their Non-bypassable utility costs, charges, and fees, unless the customer has entered into a plan with their NGDC to discharge any arrearages owed to the NGDC.

**2. Price.** Starting with the first Billing Cycle of 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 "Retail Natural Gas Service Charges" for each one hundred cubic feet ("Ccf") or all one thousand cubic feet ("Mcf") (as may be applicable) of all applicable Retail Natural Gas Service metered by the NGDC. You are responsible for, and your price does not include, any and all applicable state and local taxes and/or Non-bypassable utility costs, charges, and fees, which will be billed by the NGDC. In addition to AEP Energy's charges, you will be charged by your NGDC for Distribution Service and other Non-bypassable utility costs, charges, and fees. The PUCO does

not regulate AEP Energy's prices. Note that if, due to a change in market conditions, we wish to lower the price per Ccf or Mcf charged to you under these Terms and Conditions, we may do so without your consent, provided there are no other changes to these Terms and Conditions. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy 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 Service).** Your service from AEP Energy will begin on the start of service date determined by the NGDC, and these Terms and Conditions shall be considered effective, following: (a) the end of the seven (7) business day rescission period and (b) acceptance of your enrollment by your NGDC, and will continue for the Term (as listed in the table above), unless otherwise terminated or expired, ending on the date your NGDC effectuates your switch back to NGDC standard offer service or to another CRNGS provider. Your meter read date and the date of initiation of service are determined by your NGDC; therefore we are not liable for any resulting delay in commencement of your service. These Terms and Conditions do not automatically renew.

**4. Billing.** Unless AEP Energy notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your NGDC that will contain both your NGDC and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). Your NGDC's normal billing standards apply, including budget billing. You will be responsible for payment of the utility consolidated bill in accordance with applicable NGDC billing rules and procedures. Failure by you to pay your NGDC bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your NGDC's tariff and the termination of your receipt of Retail Natural Gas Service from AEP Energy. Upon termination or expiration, you will be returned to your NGDC's applicable tariff service or you may switch to another CRNGS provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for Retail Natural Gas Service and may also contain any and all applicable taxes and Non-bypassable utility costs, charges, and fees. If at any time AEP Energy must send you a bill directly for Retail Natural Gas Service provided under these Terms and Conditions, 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 Retail Natural Gas Service, AEP Energy may terminate Retail Natural Gas Service 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.

**5. Switching Fees.** AEP Energy will pay any currently-charged switching fee charged by your NGDC pursuant to its PUCO-approved tariff.

**6. Cancellation/Termination Provisions/Failure to Pay.** If Retail Natural Gas Service are not rescinded during the rescission period, your enrollment will be sent to your NGDC. You may terminate your participation in the Program, without penalty at any time, including, without limitation, if you move outside the relevant jurisdictional territory applicable under the Program Agreement. You will remain responsible to pay AEP Energy for any

commodity natural gas supply used before your Retail Natural Gas Service 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 NGDC, an NGDC switching fee may apply under the NGDC's tariff, and the NGDC may charge a price for your service other than the standard rate that applies to other NGDC customers.

**7. Your Consent and Information Release Authorization.** By participating in the Program, you understand and agree to these Terms and Conditions. You authorize AEP Energy to obtain information from the NGDC that includes, but is not limited to: your billing history, payment history, historical and expected natural gas usage, meter-readings, characteristics of natural gas service, address, telephone number, and account number(s) for purposes of operation, maintenance, assignment, and transfer of your account.

**8. Expiration.** These Terms and Conditions will automatically expire on the earlier of the following dates: (A) at the end of the Term; (B) when the Program Agreement is suspended, is terminated, or expires; or (C) upon mutual written agreement between AEP Energy and the Governmental Aggregator, where permitted by the Governmental Aggregator's plan of operation and governance. As prescribed by the PUCO, at least every two (2) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your natural gas supply upon the expiration of these Terms and Conditions.

**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/contact-us](http://AEPenergy.com/contact-us). If your complaint is not resolved after you have called AEP Energy, 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](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at <http://www.pickocc.org>.

**10. CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL.** Both you and AEP Energy agree that all actions, suits and/or proceedings arising out of, related to, or in connection with these Terms and Conditions shall be brought in the plaintiff's or claimant's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY (INCLUDING ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AND ASSIGNS) AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS); AND (B) THE PARTY WHO INITIATES THE PROCEEDING OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE

PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. Nothing in these Terms and Conditions shall impair your right to make an informal or a formal complaint to the PUCO. YOU AND AEP ENERGY BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This section shall survive termination of these Terms and Conditions.

**11. Warranty and Force Majeure.** AEP Energy warrants title to all commodity natural gas 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 commodity natural gas service, but does not guarantee a continuous supply of natural gas. AEP Energy will not be responsible for any failure to commence or terminate Retail Natural Gas Service on the relevant date described herein. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the PUCO), accidents, strikes, labor troubles, required maintenance work, inability to access the NGDC's system, nonperformance by the NGDC 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 these Terms and Conditions, our performance under these Terms and Conditions shall be excused for the duration of such event.

**12. LIMITATION OF LIABILITY AND REMEDIES.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, ANY LIABILITY UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THESE TERMS AND CONDITIONS. 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 THESE TERMS AND CONDITIONS; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY. AEP ENERGY'S TOTAL LIABILITY UNDER THESE TERMS AND CONDITIONS WILL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES ON YOUR SINGLE LARGEST MONTHLY INVOICE FOR GENERATION SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM. NOTHING IN THESE TERMS AND CONDITIONS SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER OHIO OR FEDERAL CONSUMER PROTECTION LAWS.

**13. Your Liability and Indemnification of AEP Energy.** You assume full responsibility for commodity natural gas supplied to you at and after the Delivery Point and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses (including attorneys' fees), damages, demands,

judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your premises, arising out of or related to the Retail Natural Gas Service and/or your performance under these Terms and Conditions.

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

**15. Choice of Law and Venue.** These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. Any court action arising out of these Terms and Conditions shall be litigated exclusively in the federal court, if it has jurisdiction over the matter, or the state court, if there is no federal jurisdiction, located within Franklin County, Ohio. You and AEP Energy expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. You and AEP Energy further agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

**16. Miscellaneous.** You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. AEP Energy may not disclose your customer account number or any customer information for any purpose other than for operation, maintenance, assignment, and transfer of your account, or for performing collection and credit reporting activities, and may not disclose or use your social security number for any purpose other than to perform a credit check, without your express written or electronic authorization, except in accordance with rules 4901:1-29-06 and 4901:1-29-09 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the NGDC: operation and maintenance of the NGDC's system, any interruption of service, termination of service, or deterioration of the NGDC's service. In the event of a loss of service, you should contact your NGDC. AEP Energy reserves the right to re-price the applicable account(s). Consistent with the applicable PUCO rules, 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. AEP Energy reserves the right, at any time, to not enroll service to customer locations that do not meet the eligibility criteria, including those that consume more than 5,000 Ccf or 500 Mcf per year, and return you to the NGDC (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. This limitation applies to related accounts that individually may not exceed the 5,000 Ccf or 500 Mcf per year limit, but collectively may exceed such limit. These Terms and Conditions supersede all prior written or oral agreements or understandings. **AEP Energy is a competitive retail natural gas service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.**

**17. Contact Information and Notices.** AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. For more information, call 1-877-726-0214, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or visit [AEPenergy.com/contact-us](http://AEPenergy.com/contact-us). You agree and authorize that AEP Energy and/or its third-party service providers may listen to, monitor, and/or record telephone your calls with us and/or any of our affiliates, agents, and/or contractors as part of providing

services under the Program. 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.

Utility	Customer Service Phone Number
Columbia Gas of Ohio, Inc.	1-800-344-4077
Dominion Energy	1-800-362-7557
Duke Energy Corporation	1-800-774-1202 (Commercial) 1-800-544-6900 (Residential)
Vectren Corporation	1-800-227-1376

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**in**

**Case No(s). 13-0377-GA-GAG**

Summary: In the Matter of the Application of City of Deer Park