



Matthew H. Justice

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November 29, 2023

Via Electronic Filing

Ms. Tanowa Troupe
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: City of Worthington, Case No. 19-0229-EL-GAG

Dear Ms. Troupe:

City of Worthington has selected AEP Energy, Inc. to provide CRES service under its government aggregation program. Under Ohio Admin. Code §4901:1-28-04, a government aggregator must docket the final opt-out notice no more than thirty (30) days but no less than ten (10) days before sending the notice to customers. Please find the attached final opt-out notices in the above referenced case, which will be mailed to all eligible customers on **Monday, December 18, 2023**. Thus, the thirty day opt-out period will end **Wednesday, January 17, 2024**.

Please let me know if you have questions.

Sincerely,
Matthew Justice
Customer Contract Analyst

Encl.



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

December 18, 2023

<S ADDRESS>

<First> <Last> or Current Resident

<Mailing Address>

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

Dear <First> <Last>:

On November 6, 2018, City of Worthington voters authorized the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers and increase renewable energy use. **Subsequent to that election, the City of Worthington created the program and we are pleased to announce the City of Worthington has secured an electric price of 6.935 cents per kWh for your electricity supply charges.**

AEP Energy has been selected as the City of Worthington’s preferred electricity supply provider. This program is available for eligible residents and small businesses in Worthington because the City pooled the community’s buying power to secure electricity from AEP Energy at competitive prices. AEP Energy is an Ohio-based company.

THE CITY’S ELECTRIC AGGREGATION PROGRAM SUPPORTS RENEWABLE ENERGY:

Receive Protection with a Secure Price. Through the City Electric Aggregation Program, eligible residents and small businesses will receive the price of **6.935 cents per kWh** beginning with your next available meter read date and continuing to your June 2025 meter read date. You will find additional details of this program in the Terms & Conditions and Frequently Asked Questions on the back of this letter.

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


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


YOU WILL AUTOMATICALLY BE ENROLLED.


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


HOW DO I OPT OUT?

If you do not wish to participate in this Program, you must opt out by January 17, 2024. There are three ways to opt out:

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Visit **AEPenergy.com/Worthingtonoptout** or scan the QR code to opt out online
- 

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

Complete the Electric Aggregation Opt Out Election Form below and mail it to the address listed on the form below by January 17, 2024
- 

Respectfully,
The City of Worthington and AEP Energy

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



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

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

Account Holder’s Name: (Print)

Account Holder’s Signature:

Email Address:

Account Number: <Account Number>
<QR Code>

Phone: (_____)_____

Date: _____

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

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the Worthington Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to opt out of the Worthington Electric Aggregation Program, I must complete this form and mail it to AEP Energy, call AEP Energy toll free at 1-877-726-0214 or visit website, to opt out no later than January 17, 2024. If this form is not postmarked or I do not call or visit website by the specified date, I understand that I will be automatically enrolled in the Worthington Electric Aggregation Program. I assume all responsibility to send the Opt Out Election Form, to call AEP Energy or opt out online.

Complete form and mail to:
AEP Energy
Attn: Worthington Electric Aggregation Program
PO Box 340
Zelienople, PA 16063-2300

This form must be postmarked no later than January 17, 2024 for your opt out to be effective.

FREQUENTLY ASKED QUESTIONS

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

The City has selected AEP Energy as their preferred electricity supply provider to serve their residents and small businesses beginning with your next available meter read date and continuing to your June 2025 meter read date.

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

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

How do I enroll? You do not 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 City Electric Aggregation Plan, simply ignore that letter. No deposits are required to enroll.

When will this program start? The City Electric Aggregation Program will begin with your next available meter read date and continuing to your June 2025 meter read date.

What is my price? The City of Worthington has ensured that beginning with your next available meter read date and continuing to your June 2025 meter read date, you will receive an electricity generation price of 6.935 cents per kWh.

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

Is budget billing available? A Budget Billing Plan is 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. At least every three years, AEP Energy will provide you notice of your ongoing right to opt out, rejoin or remain in the Worthington Electric Aggregation Program.

What happens at the end of the program? As the program draws to a close, the City can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible residents and small businesses.

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

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

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

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

Unless you affirmatively opt-out by January 17, 2024, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified city 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 the City and AEP Energy. ¹AEP Energy's price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 340, Zelienople, PA 16063-2300, or visit AEPenergy.com.

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



94% Overall Customer Satisfaction Rating



An Accredited Member Since 2009



Over 100 Years of Industry Experience

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	RENEWAL
Until the June 2025 meter read date ("Term").	Residential Customers: <u>6.935¢ per kWh.</u> Small Commercial Customers: <u>6.935¢ per kWh.</u> Price is for Generation Service and renewable energy certificates equal to 100% of your usage. Price excludes any and all applicable taxes, utility Distribution Service charges, Transmission Services, and other Non-bypassable utility costs, charges, and fees. See Section 18 for details.	You may cancel at any time during the Term without penalty. See Section 6 for details.	Your Generation Service will terminate after the Term. See Section 8 for details.

TERMS AND CONDITIONS. These terms and conditions of enrollment in your community's electric aggregation program (the "Program") are disclosed to you pursuant to Section 4928.20(D) of the Ohio Administrative Code and Section 4901:1-21-17 of the Ohio Administrative Code (these "Terms and Conditions") and govern your Generation 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 Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply Generation Service to the interconnection (the "Delivery Point") of your local electric public utility or any successor entity that distributes electricity to you ("EDU") based on your usage and pursuant to these Terms and Conditions. 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 Program, which is governed by the Government Aggregation Master Retail Electric 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 EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we," "us," and "our" refer to AEP Energy, and the words "you" and "your" refer to the customer.

CERTAIN DEFINITIONS. "Competitive Retail Electric Service provider" or "CRES provider" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the provision of electric power to retail customers. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility costs, charges, and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a CRES provider provides Generation Service.

"Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, the charges for which are 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. 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. 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 are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) and non-national account small commercial customers with annual usage less than 700,000 kWh are eligible for participation in the Program. AEP Energy reserves the right to refuse enrollment to any customer that is not current on their Non-bypassable utility costs, charges, and fees, unless the customer has entered into a plan with their EDU to discharge any arrearages owed to the EDU.

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

3. Term (Length of Service). Your service from AEP Energy will begin on the start of service date determined by the EDU, and these Terms and Conditions shall be considered effective, 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 or expired, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. Your meter read date and the date of initiation of service are determined by your EDU; therefore we are not liable for any resulting delay in commencement of your service. 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 EDU that will contain both your EDU and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy offers budget billing for AEP Energy's charges to residential customers only. You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your receipt of Generation Service from AEP Energy. Upon

termination or expiration, 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 Generation 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 the Generation 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 Generation Service, AEP Energy may terminate Generation 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. Upon such termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before Generation Service is terminated as well as any late payment charges.

5. Switching Fees and Exceptions; Adequate Assurance. Your EDU may charge you a switching fee. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with these Terms and Conditions. Customers requiring financial assurance will be required to post that assurance within three (3) business days of notice.

6. Cancellation/Termination Provisions/Failure to Pay. If these Terms and Conditions are not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate your participation in the Program, without penalty, if you move outside the relevant jurisdictional territory applicable under the Program Agreement, 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 your Generation 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 EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

8. 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 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 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. If your complaint is not resolved after you have

called AEP Energy and/or your electric utility, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at <http://www.pickocc.org>.

10. CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL. Both you and AEP Energy agree that all actions, suits and/or proceedings arising out of, related to, or in connection with 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 electricity sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND AEP ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. AEP Energy will not be responsible for any failure to commence or terminate Generation Service on the relevant date described herein. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the PUCO and/or RTO) that physically prevents or legally prohibits AEP Energy from performing under the terms of these Terms and Conditions, 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 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 retail electricity supplied to you at and after the Delivery Point and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses (including attorneys' fees), damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your premises, arising out of or related to the Generation Service and/or your performance under 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 CRES 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, twice within a twelve-month period. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your utility rate code or meter type is changed and/or the account is no longer eligible for the Program. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. These Terms and Conditions supersede all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

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

17. Contact Information and Notices. AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. For more information, call 1-877-726-0214, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or visit AEPenergy.com/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.

18. Renewable Energy Certificates ("RECs"). In connection with its retail electric supply obligation hereunder during the Term and subject to the terms and conditions of the Program Agreement, AEP Energy will procure and retire a quantity of renewable energy certificates (RECs) denoting the generation of a particular quantity of electricity from wind or solar renewable electricity generation facility located within the United States of America from a generation period on and after January 1, 2018 equal to the percentage of your usage as stated in the table above under "Generation Service Charges."

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Summary: Opt-Out Notice Opt-out Notice for the City of Worthington electronically
filed by Mr. Matthew Justice on behalf of AEP Energy.