

FILE
FAX**PALMER**
ENERGY COMPANY

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To:	PUCO Docketing Division	From:	Andrea Flowers Palmer Energy Company
Fax:	(614) 466-0313	Pages:	7 Pages including the cover page
Phone:	(614) 466-4095	Date:	February 6, 2015
Re:	Clinton County Case 12-2420 Residential Opt Out Letter DPL territory	cc:	

☐ Urgent ☒ For Review ☐ Please Comment **Please Reply** ☐ Please Recycle

Good Afternoon;

Andrea Flowers
Palmer Energy Company
Energy Consultant for Clinton County
419-539-9180 Office
419-539-9185 Fax

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CLINTON COUNTY COMMISSIONERS

Clinton County Courthouse
46 S. South Street, Suite 213
Wilmington, Ohio 45177



February 17, 2015

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

IMPORTANT INFORMATION FROM
Clinton County and AEP Energy
regarding your electricity service at
<S Address>

Dear <First> <Last>:

**CLINTON COUNTY SETS AN ELECTRIC PRICE OF 6.45 CENTS PER KWH
FOR A POTENTIAL SAVINGS OF UP TO 19%¹ OFF THE CURRENT DP&L UTILITY RATE.**

We are pleased to announce that Clinton County is providing its residents, residing in the unincorporated areas and townships, with an opportunity to save money on their electricity supply. Under this arrangement, AEP Energy has been selected as Clinton County's preferred electricity supply provider. This special offer is exclusive for eligible residents of the County because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Through the County Electric Aggregation Program, eligible residents residing in the unincorporated areas and townships, starting with the April 2015 billing cycle (depending on your meter-read date), will receive the price of 6.45 cents per kWh for a period of thirty-six (36) months.²

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by March 10, 2015. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions.

The County Electric Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible residents residing in the unincorporated areas and townships will be automatically enrolled in the program unless you choose to "opt-out."
- **Potentially Save Money with a Low Price.** Clinton County has ensured that, beginning with the April 2015 billing cycle, you will receive a price of 6.45 cents per kWh for a period of thirty-six (36) months, for your electricity supply service. There is no cost to enroll in this exclusive program.
- **Continue to Receive One Bill.** Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

If you do not wish to participate in this program, you must "opt-out." There are two ways to opt-out: by calling the AEP Energy Customer Care Team toll free at 1-877-726-0214, Monday - Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or by completing the Electric Aggregation "Opt-Out" Election Form below. Your "Opt-Out" Election Form must be returned by March 10, 2015.

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

Respectfully,

Patrick Haley
President
Clinton County Board of Commissioners

Scott D. Slisher
President, Residential Business
AEP Energy



AEP Energy is a competitive retail electric service provider. While it is an affiliate of AEP Ohio, AEP Energy is not acting on behalf of and is not an agent for AEP Ohio. DP&L customers do not need to purchase any competitive retail electric service from AEP Energy to receive or in common, to receive non-competitive retail electric service from the utility.



Clinton County Electric Aggregation Opt-Out Election Form

Please print clearly.

<First> <Last> Account Number: <Account Number>
<Service Address>
<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Phone: ()

Account Holder's Signature:

Date:

Email Address:

This form must be postmarked no later than March 10, 2015 for your "opt-out" to be effective.

Terms & Conditions Version: 02.16.1501 LAGG_SC&HnsCn | DPL 15 02.16. WILMR2_AGGR_AQ

☒ **I elect NOT to participate in the County 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 County 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 County Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to "opt-out" no later than March 10, 2015. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the County Electric Aggregation Program. I assume all responsibility to send the "Opt Out" Election Form or to call AEP Energy.

Complete form and mail to:

AEP Energy
Attn: County Electric Aggregation Program
PO Box 3488
Chicago, IL 60691

FREQUENTLY ASKED QUESTIONS

What is the County Electric Aggregation Program?

Under the County Electric Aggregation Program, the County 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 County approved this aggregation program and the County passed an ordinance adopting this Electric Aggregation program.

The County has selected AEP Energy as their preferred electricity supply provider to serve their residents beginning with the April 2015 billing cycle for a period of thirty-six (36) months.

Who is AEP Energy?

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

How do I enroll?

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

When will this program start?

The County Electric Aggregation Program will begin with the April 2015 billing cycle.

What is my price?

Clinton County has ensured that, beginning with the April 2015 billing cycle, depending on your metered rate, you will receive an electricity generation price of 6.45 cents per kWh for a period of thirty-six (36) months.

How do I estimate my savings?

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

Unless you affirmatively "opt-out" by March 10, 2015, you will be automatically enrolled if you: a) have an eligible residence located in the specified county receiving electric service from DP&L or AEP Energy and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the County and AEP Energy. Estimated savings apply to the generation and transmission (if bypassable) service portions of your electricity bill and are based on an average residential customer, using 750 kWh of electricity on a monthly basis with a weighted average DP&L Price to Compare (PTC) rate of 8.04 as of February 2015 compared to our price of 6.45 cents per kWh. There is no guarantee of savings under the Aggregation Program. AEP Energy's price excludes utility distribution charges and other utility charges and fees. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, P.O. Box 3480, Chicago, IL 60654, or visit AEPenergy.com.

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.

Can I remain on budget billing?

Yes, you can remain on budget billing; however, the budget billing program does not apply to your charges from AEP Energy – only to charges from the electric utility. Your total charges from AEP Energy will fluctuate from month to month according to your usage.

Can I cancel at any time?

Yes, you may cancel without penalty and switch to another provider or revert back to DP&L, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers.

What happens at the end of the program?

As the program draws to a close, the County can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households. If at that time, the program has not produced the savings originally anticipated for customers, the County 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 County's size.

Why did the County select AEP Energy as its provider?

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

If I opt-out initially, can I choose to join the program at a later date?

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

What happens if my family moves to another home?

If you move to another home location within Clinton County, you will be able to continue participating in the program. If you leave Clinton County, you will no longer be eligible to participate.



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


**RESIDENTIAL & SMALL COMMERCIAL
TERMS & CONDITIONS ("Agreement")**

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the April 2018 billing cycle ("Term").	Residential Customers: 6.450¢ per kWh. Small Commercial Customers: 6.450¢ per kWh. Price is for Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Service and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 6 for details.	Your Agreement will terminate after the initial term. See Section 8 for details.

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

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

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

TERMS AND CONDITIONS OF SERVICE

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

2. Basic Service Prices. During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined Transmission Service, Generation Service and Generation-Related Charges as specified in "Generation Service Charges" listed above including any applicable taxes, if any. For the "Term" listed above, all kilowatt-hours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified above. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$35 to \$40 per month in such EDU charges and fees. Also, AEP Energy will charge you for any and all fees, costs, and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), such as PJM Interconnection, LLC, or an Independent System Operator (ISO), such as the Midwest Independent Transmission System Operator (MISO) or any successor organizations (collectively, referred to as the RTO), that are not otherwise reimbursed to AEP Energy, regardless of whether such charges are greater than, less than, or equal to the charges you currently pay for these services ("RTO/Transmission and Ancillary Services Charges"). AEP Energy will pass through to you any RTO/Transmission and Ancillary Services Charges, which may be variable, related to AEP Energy's providing electricity to you and any additional or increased fees or charges that are beyond AEP Energy's reasonable control. That could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, changes to capacity related charges, transmission or transmission-related charges, or changes to retail electric customer access programs, that are imposed by law, rule, regulation or tariff, or PUCO rule or order. These charges or fees will be passed through to you and added to your price.

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

4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy does not offer budget billing for AEP Energy's charges. If you do not pay your bill by the due date, AEP Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU

as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. Penalties, Fees and Exceptions. Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within 3 business days of notice.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) days advance written notice. There will be a charge as specified in "Cancellation Fee" above if you terminate this Agreement for any other reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the seven (7) day rescission period, and c) acceptance of enrollment by your EDU.

8. Contract Renewal. At the end of its term, this Agreement will expire. As prescribed by the PUCO, at least every three years, you will be given the opportunity to "opt-out" of your community program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM - 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPEnergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-

7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM - 5:00 PM EST weekdays, or www.pickocc.org.

10. Miscellaneous. You have the right to request from AEP Energy, twice within a 12-month period, up to 24 months of payment history, without charge. AEP Energy is prohibited from disclosing a your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPEnergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

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

12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL

PLEASE KEEP A COPY FOR YOUR RECORDS

INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes

of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.

14. Assignment. You shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.

15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., Suite 500, Columbus, OH 43215. For more information call (866) 258-3782 or visit AEPEnergy.com.

