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April 10, 2015

*Via Electronic Filing*

Ms. Barcy McNeal  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

**Re: Southeast Ohio Public Energy Council ("SOPEC")  
Case No. 14-936-EL-GAG**

Dear Ms. McNeal:

Please find attached, for filing in the above-referenced docket, SOPEC's opt-out notices for residential and small business electric customers in SOPEC member communities. Electric service provided through the SOPEC opt-out program is expected to begin with the customer's June 2015 billing cycle, and will continue for a period of thirty-two (32) months.

A listing of the SOPEC member electric program communities is set forth in the opt-out notice materials filed in this docket. The mailing is currently scheduled to begin on or about April 20, 2015 and the opt-out period is currently scheduled to end on or about May 11, 2015.

If you have any questions concerning this matter please contact me at the above telephone number.

Sincerely,

Glenn S. Krassen

Attachments

cc: Craig Smith, PUCO Staff (w/Attachments)  
Rob Barkley (w/Attachments)  
Jason Beck (w/Attachments)  
Roger Wilkins (w/Attachments)  
John Haseley (w/Attachments)



April 20, 2015

America's  
Energy Partner<sup>SM</sup>

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

**IMPORTANT INFORMATION FROM**  
Southeast Ohio Public Energy Council and  
AEP Energy regarding your electricity service at  
<S Address>

Dear <First> <Last>:

**THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL ANNOUNCES A NEW ELECTRIC PRICE OF 7.549 CENTS PER KWH  
FOR A 11%<sup>1</sup> SAVINGS OFF THE CURRENT AEP OHIO UTILITY RATE.**

The elected officials of your community have joined together to form SOPEC, a non-profit council of governments aggregator. SOPEC has combined the purchasing power of our members, the City of Athens, Athens County, the Village of Amesville and the Village of Trimble, to bring you this offer. SOPEC will provide residents in your community with an opportunity to save money on their electricity supply and promote local renewable energy and energy efficiency programs. Under this arrangement, AEP Energy has been selected as SOPEC's preferred electricity supply provider. This special offer is exclusive for eligible residents of SOPEC member communities 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 SOPEC Electric Aggregation Program, originally formed in December 2014, eligible residents will receive a price of 7.549 cents per kWh for your electricity supply charges for a period of thirty-two (32) months,<sup>2</sup> starting with the June 2015 billing cycle, depending on your meter-read date.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by May 11, 2015. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions. 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, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, then you are all set.**

**SOPEC's Electric Aggregation Program is a Smart Choice:**

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible residents will be automatically enrolled in the program unless you choose to "opt-out."
- **Potentially Save Money with a Low Price.** Under this offer, beginning with the June 2015 billing cycle, you will receive a price of 7.549 cents per kWh for your electricity supply charges for a period of thirty-two (32) months. 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.
- **Enroll in a Budget Billing Plan.** Simply call the number below to sign-up for AEP Energy's Budget Billing Plan.
- **No Cancellation Fee.** There is no charge to cancel your contract at any time.

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 May 11, 2015.

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

Respectfully,

Chris Chmeil  
Chairman  
Southeast Ohio Public  
Energy Council

Paul Wiehl  
Mayor  
City of Athens

Gary Goosman  
Mayor  
Village of Amesville

Douglas Davis, Sr.  
Mayor  
Village of Trimble

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 soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio customers do not need to purchase any competitive retail electric service from AEP Energy to receive or to continue to receive non-competitive retail electric service from AEP Ohio.



**The SOPEC Electric Aggregation Opt-Out Election Form**  
Please print clearly.

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

Account Number: <Account Number>

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

Account Holder's Name: (Print)

Phone: ( )

Account Holder's Signature:

Date:

Email Address:

This form must be postmarked no later than May 11, 2015 for your "opt-out" to be effective.

Terms & Conditions Version: 04.21.15OH\_AGG\_SC&ResCon  
AEP15.04.21\_SOPR-RF\_AGGR\_AQ

**IMPORTANT NOTICE:** By returning this signed form, I affirmatively elect NOT to participate in the SOPEC 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 SOPEC 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 May 11, 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 SOPEC 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: SOPEC Electric Aggregation Program  
PO Box 3489  
Chicago, IL 60654

FREQUENTLY ASKED QUESTIONS

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

SOPEC is a recently formed non-profit regional council of governments, comprised of member counties, cities and villages, including your community. SOPEC has been certified by the Public Utilities Commission of Ohio (“PUCO”) as a governmental electricity aggregator. SOPEC also will promote the development of local renewable energy and efficiency programs primarily in Athens County.

What is SOPEC’s Electric Aggregation Program?

Under the SOPEC Electric Aggregation Program, SOPEC acts on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The PUCO has taken steps to ensure that Ohio’s competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including your community) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC’s Electric Aggregation program.

SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the residents of SOPEC’s member communities, beginning with the June 2015 billing cycle for a period of thirty-two (32) 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.

Why is this an “opt-out” program?

It enables AEP Energy to offer a lower group rate based on the community’s size.

How do I enroll?

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

When will this program start?

The new contract period will begin with the June 2015 billing cycle for a period of thirty-two (32) months.

What is my price?

Under this offer, beginning with the June 2015 billing cycle, depending on your meter-read date, you will receive a price of 7.549 cents per kWh for the generation and transmission portions of your electricity bill for a period of thirty-two (32) 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.)

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 now available for AEP Energy’s charges (Generation and Transmission charges). 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](http://www.AEPenergy.com) for more information.

Can I cancel at any time?

Yes, you may cancel at any time without penalty and switch to another provider or revert back to AEP Ohio, the local utility. Should you cancel your service with AEP Energy and return to standard 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 contract term draws to a close, SOPEC can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households. SOPEC can choose to end its aggregation 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 AEP Ohio, the local utility.

Why did SOPEC select AEP Energy as its provider?

SOPEC 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 within your community, you will be able to continue participating in the program. If you leave your community, you will no longer be eligible to participate.



Unless you affirmatively “opt-out” by May 11, 2015, you will be automatically enrolled if you: a) have an eligible residence located in the specified city receiving electric service from AEP Ohio 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 SOPEC and AEP Energy. <sup>1</sup>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 AEP Ohio Price to Compare of 8.521 cents per kWh as of April 2015 compared to our price of 7.549 cents per kWh. There is no guarantee of any savings under the Aggregation Program. <sup>2</sup>AEP Energy’s price excludes taxes, 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, PO Box 3489, Chicago, IL 60654, or visit [AEPenergy.com](http://AEPenergy.com).



If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at **1-877-726-0214, 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 February 2018 billing cycle ("Term"). | <b>Residential &amp; Small Commercial Customers:</b> 7.549¢ per kWh for Generation and Transmission Services and Green-e® Energy Certified renewable energy certificates (RECs) sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. | You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details. | Your Agreement will terminate after the initial term. See <b>Section 8</b> 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. All electricity will be supplied and delivered under the Southeast Ohio Public Energy Council's ("SOPEC") aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Supply Agreement dated [INSERT] between SOPEC and AEP Energy ("SOPEC Agreement"). 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:** "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 supply of firm full requirements retail 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.

**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 full requirements 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 \$40 to \$50 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 may pass through to you certain 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, as provided in the SOPEC Agreement. 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 may 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, 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 offers budget billing to residential customers 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. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement. 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.

**6. Cancellation/Termination Provisions/Failure to Pay/AEP Energy Default.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, for any reason by providing AEP Energy with thirty (30) days prior written or verified telephone notice. 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. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

**7. Customer Consent and Information Release Authorization.** By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU

that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) the end of the seven (7) day rescission period and b) acceptance of enrollment by your EDU.

**8. Contract Expiration.** 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](http://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](http://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](http://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. 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. AEP Energy's environmental disclosure statement is available for viewing on our website at [AEPEnergy.com](http://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. 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, 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 AEP Energy's control (each such cause, a "Force Majeure Event").

**12. REMEDIES.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LIQUIDATED DAMAGES IN PARAGRAPH 6 AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, 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.** You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s).

**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.

**17. Contact Information.** The electricity supply service provided to you will include renewable energy sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. AEP Energy's product is certified by Green-e® Energy, which requires companies to provide their customers with this notice of price, terms and conditions of service. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto [www.green-e.org](http://www.green-e.org), or call toll-free 1-888-63-GREEN.



## Environmental Disclosure - Quarterly Comparison

### AEP Energy

#### Projected Data for the 2014 Calendar Year

#### Actual Data for the Period 01/01/14 to 12/31/14\*

| <p><b>Generation Resource Mix -</b><br/>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during the period.</p>                                                                                        | <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Projected</b></p> </div> <div style="text-align: center;"> <p><b>Actual</b></p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |       |           |  |                              |         |                |                             |         |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------|-----------|--|------------------------------|---------|----------------|-----------------------------|---------|-----------------------------|
| <p><b>Environmental Characteristics -</b><br/>A description of the characteristics associated with each possible generation resource.</p>                                                                                                                                        | Biomass Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Coal Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Hydro Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Wildlife Impacts              |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Natural Gas Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Nuclear Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Radioactive Waste             |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Oil Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Other Sources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Unknown Impacts               |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Solar Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | No Significant Impacts        |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Unknown Purchased Resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Unknown Impacts               |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Wind Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Wildlife Impacts              |       |           |  |                              |         |                |                             |         |                             |
| <p><b>Air Emissions –</b><br/>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</p>                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |       |           |  |                              |         |                |                             |         |                             |
| <p><b>Radioactive Waste -</b><br/>Radioactive waste associated with the product.</p>                                                                                                                                                                                             | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Type:</th><th style="width: 33%;">Quantity:</th><th style="width: 33%;"></th></tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td><td>Unknown</td><td>LBs./1,000 kWh</td></tr> <tr> <td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft.<sup>3</sup>/1,000 kWh</td></tr> </tbody> </table> <p>AEP Energy purchases all of its electric energy from the wholesale market. The above generation resource mix is based on EIA reporting of regional generation sources. AEP Energy does not have access to information regarding the radioactive waste produced by nuclear generation in the region.</p> |                               | Type: | Quantity: |  | High-Level Radioactive Waste | Unknown | LBs./1,000 kWh | Low-Level Radioactive Waste | Unknown | Ft. <sup>3</sup> /1,000 kWh |
| Type:                                                                                                                                                                                                                                                                            | Quantity:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |       |           |  |                              |         |                |                             |         |                             |
| High-Level Radioactive Waste                                                                                                                                                                                                                                                     | Unknown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LBs./1,000 kWh                |       |           |  |                              |         |                |                             |         |                             |
| Low-Level Radioactive Waste                                                                                                                                                                                                                                                      | Unknown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Ft. <sup>3</sup> /1,000 kWh   |       |           |  |                              |         |                |                             |         |                             |
| <p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, visit us online at <a href="http://AEPenergy.com">AEPenergy.com</a> or contact AEP Energy at 1-866-258-3782.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |       |           |  |                              |         |                |                             |         |                             |

## 2015 PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>

This is a renewable certificate product. For every unit of renewable electricity generated, an equivalent amount of renewable certificates is produced. The purchase of renewable certificates supports renewable electricity generation, which helps offset conventional electricity generation in the region where the renewable generator is located. You will continue to receive a separate electricity bill from your utility (if applicable).

AEP Energy delivers a 100% Green-e® Energy Certified wind energy product. This product matches 100% of your estimated electricity usage with national Green-e Energy certified RECs. This product is made up of the following renewable resources:

| Green-e Energy Certified New <sup>2</sup> Renewables in ECO-Advantage <sup>SM</sup> |             | Generation Location                                                                                                                    |
|-------------------------------------------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------|
| -Biomass                                                                            | 0%          |                                                                                                                                        |
| -Geothermal                                                                         | 0%          |                                                                                                                                        |
| -Eligible hydroelectric                                                             | 0%          |                                                                                                                                        |
| -Solar                                                                              | 0%          |                                                                                                                                        |
| -Wind                                                                               | 100%        | National supply could be sourced from any of the following states including but not limited to: Texas, Iowa, Illinois and Pennsylvania |
| <b>TOTAL</b>                                                                        | <b>100%</b> |                                                                                                                                        |

1. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the RECs you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1999.

For comparison, the average (2002-2006) mix of energy sources supplying the US includes: Coal (49%), Nuclear (20%), Oil (3%), Natural Gas (18%), Large Hydroelectric (7%), Other Fossil (1%), and Renewables (2%). (from U.S. Department of Energy/Energy Information Administration)

The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

For specific information about this REC product, please contact AEP Energy, (866) 258-3782, [www.AEPenergy.com](http://www.AEPenergy.com).



Green-e Energy certifies that ECO-Advantage<sup>SM</sup> meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to [www.green-e.org](http://www.green-e.org).



April 20, 2015

America’s  
Energy Partner<sup>SM</sup>

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

IMPORTANT INFORMATION FROM  
Southeast Ohio Public Energy Council and  
AEP Energy regarding your electricity service at  
<S Address>

Dear <First> <Last>:

THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL ANNOUNCES A NEW ELECTRIC PRICE  
OF 7.549 CENTS PER KWH FOR YOUR ELECTRICITY SUPPLY CHARGES.

The elected officials of your community have joined together to form SOPEC, a non-profit council of governments aggregator. SOPEC has combined the purchasing power of our members, the City of Athens, Athens County the Village of Amesville and the Village of Trimble, to bring you this offer. SOPEC will provide businesses in your community with an opportunity to save money on their electricity supply and promote local renewable energy and energy efficiency programs. Under this arrangement, AEP Energy has been selected as SOPEC’s preferred electricity supply provider. This special offer is exclusive for eligible businesses of SOPEC member communities 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 SOPEC Electric Aggregation Program, originally formed in December 2014, eligible businesses will receive a price of 7.549 cents per kWh for your electricity supply charges for a period of thirty-two (32) months,<sup>1</sup> starting with the June 2015 billing cycle, depending on your meter-read date.

You will be automatically enrolled in the program unless you choose NOT to participate by “opting-out” by May 11, 2015. If you do NOT wish to participate in this program, you must follow the “opt-out” instructions. 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, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, then you are all set.**

SOPEC’s Electric Aggregation Program is a Smart Choice:

- **It’s Easy to Participate.** You don’t have to do anything to enroll. All eligible businesses will be automatically enrolled in the program unless you choose to “opt-out.”
- **Potentially Save Money with a Low Price.** Under this offer, beginning with the June 2015 billing cycle, you will receive a price of 7.549 cents per kWh for your electricity supply charges for a period of thirty-two (32) months. 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.
- **No Cancellation Fee.** There is no charge to cancel your contract at any time.

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 May 11, 2015.

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

Respectfully,

Chris Chmeil  
Chairman  
Southeast Ohio Public  
Energy Council

Paul Wiehl  
Mayor  
City of Athens

Gary Goosman  
Mayor  
Village of Amesville

Douglas Davis, Sr.  
Mayor  
Village of Trimble

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 soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio customers do not need to purchase any competitive retail electric service from AEP Energy to receive or to continue to receive non-competitive retail electric service from AEP Ohio.



The SOPEC Electric Aggregation Opt-Out Election Form  
Please print clearly.

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

Account Number: <Account Number>

☒ I elect not to participate in the SOPEC 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 SOPEC 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 SOPEC 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 May 11, 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 SOPEC 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: SOPEC Electric Aggregation Program  
PO Box 3489  
Chicago, IL 60654

Account Holder’s Name: (Print)  
\_\_\_\_\_  
Account Holder’s Signature:  
\_\_\_\_\_  
Email Address: \_\_\_\_\_

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

This form must be postmarked no later than May 11, 2015 for your “opt-out” to be effective.

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

SOPEC is a recently formed non-profit regional council of governments, comprised of member counties, cities and villages, including your community. SOPEC has been certified by the Public Utilities Commission of Ohio (“PUCO”) as a governmental electricity aggregator. SOPEC also will promote the development of local renewable energy and efficiency programs primarily in Athens County.

**What is SOPEC’s Electric Aggregation Program?**

Under the SOPEC Electric Aggregation Program, SOPEC acts on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The PUCO has taken steps to ensure that Ohio’s competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including your community) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC’s Electric Aggregation program.

SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the businesses of SOPEC’s member communities, beginning with the June 2015 billing cycle for a period of thirty-two (32) 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.

**Why is this an “opt-out” program?**

It enables AEP Energy to offer a lower group rate based on the community’s size.

**How do I enroll?**

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

**When will this program start?**

The new contract period will begin with the June 2015 billing cycle for a period of thirty-two (32) months.

**What is my price?**

Under this offer, beginning with the June 2015 billing cycle, depending on your meter-read date, you will receive a price of 7.549 cents per kWh for the generation and transmission portions of your electricity bill for a period of thirty-two (32) 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.)

**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 cancel at any time?**

Yes, you may cancel at any time without penalty and switch to another provider or revert back to AEP Ohio, the local utility. Should you cancel your service with AEP Energy and return to standard 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 contract term draws to a close, SOPEC can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible businesses. SOPEC can choose to end its aggregation 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 AEP Ohio, the local utility.

**Why did SOPEC select AEP Energy as its provider?**

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

**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 business moves to another location?**

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

**What is considered a small commercial business?**

A small commercial business has less than 700,000 kWh annual usage and must be a non-mercantile customer as defined by Ohio Administrative Code.



Unless you affirmatively “opt-out” by May 11, 2015, you will be automatically enrolled if you: a) have an eligible business located in the specified city receiving electric service from AEP Ohio 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 SOPEC and AEP Energy. 'AEP Energy's price excludes taxes, utility distribution charges and other utility charges and fees. There is no guarantee of any 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 3489, Chicago, IL 60654, 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 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 February 2018 billing cycle ("Term"). | <b>Residential &amp; Small Commercial Customers:</b> 7.549¢ per kWh for Generation and Transmission Services and Green-e® Energy Certified renewable energy certificates (RECs) sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. | You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details. | Your Agreement will terminate after the initial term. See <b>Section 8</b> 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. All electricity will be supplied and delivered under the Southeast Ohio Public Energy Council's ("SOPEC") aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Supply Agreement dated [INSERT] between SOPEC and AEP Energy ("SOPEC Agreement"). 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:** "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 supply of firm full requirements retail 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.

**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 full requirements 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 \$40 to \$50 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 may pass through to you certain 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, as provided in the SOPEC Agreement. 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 may 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, 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 offers budget billing to residential customers 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. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement. 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.

**6. Cancellation/Termination Provisions/Failure to Pay/AEP Energy Default.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, for any reason by providing AEP Energy with thirty (30) days prior written or verified telephone notice. 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. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

**7. Customer Consent and Information Release Authorization.** By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU

that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) the end of the seven (7) day rescission period and b) acceptance of enrollment by your EDU.

**8. Contract Expiration.** 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](http://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](http://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](http://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. 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. AEP Energy's environmental disclosure statement is available for viewing on our website at [AEPEnergy.com](http://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. 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, 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 AEP Energy's control (each such cause, a "Force Majeure Event").

**12. REMEDIES.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LIQUIDATED DAMAGES IN PARAGRAPH 6 AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, 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.** You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s).

**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.

**17. Contact Information.** The electricity supply service provided to you will include renewable energy sourced from renewable resources in an amount equal to 25% of your load volume during the term of this Agreement. AEP Energy's product is certified by Green-e® Energy, which requires companies to provide their customers with this notice of price, terms and conditions of service. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto [www.green-e.org](http://www.green-e.org), or call toll-free 1-888-63-GREEN.



## Environmental Disclosure - Quarterly Comparison

### AEP Energy

#### Projected Data for the 2014 Calendar Year

#### Actual Data for the Period 01/01/14 to 12/31/14\*

| <p><b>Generation Resource Mix -</b></p> <p>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during the period.</p>                                                                                     | <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Projected</b></p> </div> <div style="text-align: center;"> <p><b>Actual</b></p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |       |           |  |                              |         |                |                             |         |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------|-----------|--|------------------------------|---------|----------------|-----------------------------|---------|-----------------------------|
| <p><b>Environmental Characteristics -</b></p> <p>A description of the characteristics associated with each possible generation resource.</p>                                                                                                                                     | Biomass Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Coal Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Hydro Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Wildlife Impacts              |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Natural Gas Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Nuclear Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Radioactive Waste             |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Oil Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Air Emissions and Solid Waste |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Other Sources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Unknown Impacts               |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Solar Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | No Significant Impacts        |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Unknown Purchased Resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Unknown Impacts               |       |           |  |                              |         |                |                             |         |                             |
|                                                                                                                                                                                                                                                                                  | Wind Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Wildlife Impacts              |       |           |  |                              |         |                |                             |         |                             |
| <p><b>Air Emissions –</b></p> <p>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</p>                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |       |           |  |                              |         |                |                             |         |                             |
| <p><b>Radioactive Waste -</b></p> <p>Radioactive waste associated with the product.</p>                                                                                                                                                                                          | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Type:</th><th style="width: 33%;">Quantity:</th><th style="width: 33%;"></th></tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td><td>Unknown</td><td>LBs./1,000 kWh</td></tr> <tr> <td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft.<sup>3</sup>/1,000 kWh</td></tr> </tbody> </table> <p>AEP Energy purchases all of its electric energy from the wholesale market. The above generation resource mix is based on EIA reporting of regional generation sources. AEP Energy does not have access to information regarding the radioactive waste produced by nuclear generation in the region.</p> |                               | Type: | Quantity: |  | High-Level Radioactive Waste | Unknown | LBs./1,000 kWh | Low-Level Radioactive Waste | Unknown | Ft. <sup>3</sup> /1,000 kWh |
| Type:                                                                                                                                                                                                                                                                            | Quantity:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |       |           |  |                              |         |                |                             |         |                             |
| High-Level Radioactive Waste                                                                                                                                                                                                                                                     | Unknown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LBs./1,000 kWh                |       |           |  |                              |         |                |                             |         |                             |
| Low-Level Radioactive Waste                                                                                                                                                                                                                                                      | Unknown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Ft. <sup>3</sup> /1,000 kWh   |       |           |  |                              |         |                |                             |         |                             |
| <p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, visit us online at <a href="http://AEPenergy.com">AEPenergy.com</a> or contact AEP Energy at 1-866-258-3782.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |       |           |  |                              |         |                |                             |         |                             |

## 2015 PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>

This is a renewable certificate product. For every unit of renewable electricity generated, an equivalent amount of renewable certificates is produced. The purchase of renewable certificates supports renewable electricity generation, which helps offset conventional electricity generation in the region where the renewable generator is located. You will continue to receive a separate electricity bill from your utility (if applicable).

AEP Energy delivers a 100% Green-e® Energy Certified wind energy product. This product matches 100% of your estimated electricity usage with national Green-e Energy certified RECs. This product is made up of the following renewable resources:

| Green-e Energy Certified New <sup>2</sup> Renewables in ECO-Advantage <sup>SM</sup> |      | Generation Location                                                                                                                    |
|-------------------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------|
| -Biomass                                                                            | 0%   |                                                                                                                                        |
| -Geothermal                                                                         | 0%   |                                                                                                                                        |
| -Eligible hydroelectric                                                             | 0%   |                                                                                                                                        |
| -Solar                                                                              | 0%   |                                                                                                                                        |
| -Wind                                                                               | 100% | National supply could be sourced from any of the following states including but not limited to: Texas, Iowa, Illinois and Pennsylvania |
| TOTAL                                                                               | 100% |                                                                                                                                        |

1. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the RECs you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1999.

For comparison, the average (2002-2006) mix of energy sources supplying the US includes: Coal (49%), Nuclear (20%), Oil (3%), Natural Gas (18%), Large Hydroelectric (7%), Other Fossil (1%), and Renewables (2%). (from U.S. Department of Energy/Energy Information Administration)

The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

For specific information about this REC product, please contact AEP Energy, (866) 258-3782, [www.AEPenergy.com](http://www.AEPenergy.com).



Green-e Energy certifies that ECO-Advantage<sup>SM</sup> meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to [www.green-e.org](http://www.green-e.org).

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Summary: Opt-Out Notice of Southeast Ohio Public Energy Council electronically filed by  
Teresa Orahod on behalf of Glenn S. Krassen