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May 20, 2016

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

RE: Case No. 16-0456-EL-GAG
Opt-out Notices for Wayne Township, Jefferson County, Ohio

Enclosed please find a copy of the Electric Governmental Aggregation Opt-Out Notices to be sent to all eligible residential and commercial customers in Wayne Township on May 31, 2016, with the opt-out period ending twenty-one (21) days thereafter.

Trebel LLC is providing aggregation services to Wayne Township and is filing this information on the Township's behalf.

Should you have any questions or need additional information, please feel free to contact me.

Sincerely,

Kimberly W. Bojko

Kimberly W. Bojko
Attorney for Trebel LLC

WAYNE TOWNSHIP

Capital Energy OHIO

Mail Merge
Address
City, State ZIP

May 31, 2016

Dear {Mail Merge},

Wayne Township is providing you with the opportunity to participate with other Wayne Township residents and businesses in an opt-out Electric Aggregation Program, with Capital Energy Ohio as your retail electric service provider. Under governmental aggregation, the trustees act on behalf of electric consumers in the Township to negotiate an electric supply contract with an eligible provider. Both Wayne Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. The trustees passed a resolution to adopt the Electric Aggregation Program after Wayne Township voters approved its implementation, on November 3, 2015.

The agreement commences automatically and is to begin with July 2016 usage for residents of Wayne Township. The term of the Electric Aggregation Program will be 24 months. **Under this aggregation program, beginning with your first billing cycle in July 2016, participating residents will pay a rate of 5.77 cents per kWh that may be adjusted for additional costs for any new, or change in any existing, fees, costs, and obligations imposed by the regional grid operator beyond Capital Energy Ohio's reasonable control. Any such costs will be variable and may include, but not be limited to, changes to capacity-related charges, changes to transmission-related charges, or changes to retail electric customer access programs that are imposed by law, rule, regulation, tariff, PUCO rule, or PUCO order. If the retail energy price is not adjusted, it will remain constant for the term of the program. This rate will replace the generation portion of your AEP Ohio bill. This rate does not include applicable taxes, or transmission, distribution or other fees of your current utility provider.** For more information on the variable rate, see the terms and conditions for electric supply under the aggregation program attached to this letter.

If you do not wish to participate in this aggregation program, simply complete and return the attached Opt-Out form or call the toll free number listed below. There is no cost for the enrollment and you will not be charged a switching fee. **If you are ever unhappy with your service or rate from Capital Energy Ohio, you may cancel free of charge at any time** and return to AEP Ohio's variable rate and terms that may or may not be the same as what other AEP Ohio customers pay.After you become a participant in the Wayne Township's Electric Aggregation Program, AEP Ohio will send a letter confirming your selection of Capital Energy Ohio as your retail electric service provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital Energy Ohio within seven business days of the postmark date of the letter. **To be a part of the Wayne Township's Electric Aggregation Program, you don't need to take any action when this letter arrives. You will be automatically enrolled if you do not respond.**

Under this Electric Aggregation Program, AEP Ohio will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP Ohio regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP Ohio for your electric service with your Capital Energy Ohio rate included.

Capital Energy Ohio offers budget billing.If you wish to enroll in Capital Energy Ohio's Budget Billing program for Generation Service, please call (844) 294-4504 to get enrolled today. If you are **anAverage Monthly Payment Plan or Budget Billing Customer with AEP Ohio** and wish to enroll in the Aggregation Program, please call (844) 294-4504 and speak with a Capital Energy Ohio aggregation specialist about other options available for you.

If you have any questions or would like to opt-out, please call Capital Energy Ohio toll free at (844) 294-4504.Frequently Asked Questions are located on the back of this letter and additional information can be by contacting the township's consultant, Trebel, LLC at (877) 861-2772.

Regards,
Wayne Townshipand Capital Energy Ohio

Opt-Out Form: To be executed and returned only if you do not wish to participate in the Wayne Township's Aggregation Program. Be sure to respond by June 21, 2016 if you choose not to participate.

Mailing Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

☐ **I wish to opt out of Wayne Township's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐
17 digit Service Delivery Identifier Number from your AEP Ohio Bill:

Service Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

Signature: _____
Date: _____
Phone Number: _____
Email Address: _____

Please return envelope to the address below, ONLY IF YOU WISH TO OPT-OUT:
Capital Energy Ohio; PO Box 1498; Westerville, OH 43086-1498

Electric Aggregation Program – Frequently Asked Questions

What is governmental aggregation of electricity?
Ohio's laws allow for communities, such as Wayne Township, to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

How is Wayne Township able to choose a certified electric generation supplier on my behalf?
In November 2015, the residents of Wayne Township voted to allow Wayne Township and their trustees to contract for an electric generation supplier on their behalf.

If I join the Wayne Township's Electric Aggregation Program, who will deliver my power, read my meter and respond to emergencies, such as power outages?
Your local electric utilitywill be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

What do I need to do to be included in the Electric Aggregation Program?
You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the Electric Aggregation Program and begin receiving the negotiated rates simply by not returning the opt-out form.

What if I don't want to participate?
Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. If you wish to opt-out, please call toll free at (844) 294-4504. Additionally, by returning an opt-out form by the due date, you can choose not to be enrolled as a customer of the Wayne Township's Electric Aggregation Program served by a competitive electric generation supplier.

How will billing be handled?
You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution, transmission and maintenance service from the utility as well as Capital Energy Ohio charges for generation services.

Can Capital Energy Ohio shut off my electricity?
No. This can only be done by AEP Ohio.

What happens if I don't pay my electric bill?
AEP Ohio will send you a notice and could eventually turn off your power, if necessary.

Can I still have my payment automatically deducted from my checking account as I do now?
Yes. How you pay your electric bill will not change.

Why is my rate called a variable rate?
Your rate is a rate of 5.77 cents per kWh, but itmay be adjusted to include new costs, or a change in existing costs, thatmay be imposed bythe regional grid operator. Because the rate may be adjusted for a new or change in costs beyond Capital Energy Ohio's reasonable control, the rate isconsidered to be avariable rate that may change.Nonetheless, if thereare no new, or changes in existing costs, your rate will remain constant at 5.77 cents per kWh for the entire 24 month period.

Does Capital Energy Ohio offer Budget Billing?
Yes. Budget Billing provides a way for customers to pay the same amount each month for generation services, but over time you must still pay for all of your usage. The budget amount is based on a projection of your energy usage for the remaining term of the Electric Aggregation Program calculated using your past 12 months' usage, where available, plus a small adder in order to minimize future true-ups, and reduce the overall balance on your account. The overall balance will be displayed on your bill each month and will be trued up in your last month of service unless you request an update based upon a large disparity between the amount charged and your actual usage. Capital Energy Ohio will also review your bill periodically and discuss any necessary adjustments with you in order to better align the budget bill amount with your actual usage. If you need more information about your individual situation, please call Capital Energy Ohio's toll free number.

If I opt out initially, can I choose to join the Electric Aggregation Program at a later date?
Yes, you may call Capital Energy Ohio to join the program at a later date.

What happens at the end of the Electric Aggregation Program?
As the Electric Aggregation Program draws to a close, Wayne Township can choose to seek bids from competitive electric generationsuppliersin order to negotiate a new contract on behalf of eligible households. Eligible customers will again receive a letter in the mail notifying them of the new terms and conditions and will be given the opportunity to opt out at no charge at that time.

Who do I call if I have a problem with my electric service?
If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at (800) 672-2231.

What is the toll-free number for questions?
If you have any questions, please call Capital Energy Ohio toll free at (844) 294-4504. M-F 8am-6pm ET.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.

Capital Energy Ohio Residential Variable-Price Retail Electric Service Contract

General: This agreement ("Agreement") is for electric Generation Service with Capital Energy LLC d.b.a. Capital Energy Ohio ("CEO"). Please keep a copy of this Agreement for your records. CEO is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, CEO will supply the electric Generation Service to your electric Utility based on your usage. Your Utility then distributes the electricity to your residence. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

WAYNE TOWNSHIP, JEFFERSON COUNTY, OHIO AGGREGATION PROGRAM:
THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF WAYNE TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE. WHEREBY WAYNE TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CEO TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM").

Contact Information: Capital Energy Ohio, P.O. Box 1498, Westerville, Ohio 43086, www.capitalenergyohio.com, 855-322-7448 or 614-540-2422, 9:00 a.m. to 5:00p.m., ET., Monday through Friday.

Definitions:

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Distribution Service" means the physical delivery of electricity to customers by the electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Residential Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer of competitive retail electric service for residential purposes.
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

Terms and Conditions of Service:

1. Eligibility: Residential Customer accounts that are on AEP Ohio's residential rate codes and are not enrolled in energy assistance or the Percentage of Income Plan Program ("PIPP") or a credit arrearage program administered by Residential Customer's Utility are eligible for this offer from CEO. If you become approved for energy assistance, the PIPP, or Utility's arrearage crediting program while taking service under this Agreement, you must advise CEO and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date. CEO reserves the right to refuse enrollment to any Residential Customer with an outstanding, unpaid electric bill. CEO will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CEO may establish a Residential Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CEO accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CEO requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

2. Rescission: Once you have been enrolled to receive electric Generation Service from CEO, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Residential Customer's right to rescind only applies when a Customer initially switches to CEO, not upon any renewal of this Agreement. If a Residential Customer chooses to rescind enrollment within the seven-day rescission period, CEO will return any deposit that the Residential Customer paid in order to obtain service under this Agreement.

3. Basic Service Price: During the term of this Agreement, you agree to pay CEO a price of $0.0577 per kWh for the provision of Generation Service and Generation-Related Charges. CEO's services include the procurement of generation, bypassable transmission services, and the arrangement of delivery of those services by the Utility to the Residential Customer's delivery point.

In addition to the retail energy price described above, CEO may charge you for any new, or change in any existing, fees, costs, and obligations for bypassable Transmission Services related to CEO's provision of electricity to you imposed by a RTO that are assessed against CEO, are beyond CEO's reasonable control, and are not otherwise reimbursed to CEO ("RTO/Transmission and Ancillary Service Charges"), regardless of whether such charges are greater than or less than, the charges you currently pay for these services. Any such RTO/Transmission and Ancillary Service Charges will be

variable and may include, but not be limited to, changes to capacity-related charges, changes to transmission or transmission-related charges, or changes to retail electric customer access programs that are imposed by law, rule, regulation, tariff, PUCO rule, or PUCO order. Under this variable-price contract, these new or increased charges or fees will be passed through to you and added to your retail energy price. If the retail energy price is not adjusted for one of the items in this paragraph, it will remain constant throughout the term of this Agreement.
In addition to CEO's charges, you will be charged by your Utility for Distribution Service, non-bypassable Transmission Service and various other wires and electric Utility charges.
4. Length of Agreement: Subject to the seven-day rescission period, your service from CEO will commence on the later of the July 2016 billing cycle, or the acceptance of the enrollment request by CEO (at its discretion and consistent with Paragraph 8 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 24 months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.
5. Billing, Refund of Deposits, and Release of Guarantors: You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CEO charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CEO reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. CEO does offer budget billing, please use the contact information provided above for more information. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CEO may cancel this Agreement after giving you a minimum of 14 days advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CEO for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in your electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Residential Customer on any deposit. CEO will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Residential Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Residential Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Residential Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CEO will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CEO may apply some or all of a Residential Customer's deposit to any unpaid bill.
6. Penalties, Fees, and Exceptions: If you do not pay the full amount owed CEO by the due date on each bill, CEO may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by CEO. CEO reserves the right to require adequate assurances from Residential Customers in the form of prepayment or another form of credit support in the event a Residential Customer fails to make payments in accordance with the terms herein. Residential Customers required to provide financial assurance will be required to post that assurance within three business days of notice.
7. Cancellation/Termination: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CEO not less than 30 days' notice, either written or by telephone at 855-322-7448. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CEO to terminate this Agreement immediately upon 14 days advance written notice. Should you cancel service with CEO and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CEO or this Agreement is terminated, CEO will apply any deposit to the final bill. CEO will promptly refund any remaining deposit. For any remaining overdue balances, CEO may pursue collection actions against you and any guarantor in an appropriate court.
9. Customer Consent and Information Release: By accepting this offer from CEO, you understand and agree to the terms and conditions of this Agreement with CEO. You authorize CEO to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. CEO reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CEO following acceptance of your enrollment request by CEO, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.
10. Dispute Resolution: CEO is committed to customer satisfaction. Contact CEO with any questions concerning the terms of service by phone at 855-322-7448, M-F 9:00 a.m. to 5:00 p.m., or in writing at P.O. Box 1498, Westerville, Ohio 43086. Our web address is www.capitalenergyohio.com. If your complaint is not resolved after you have contacted CEO and called your Utility for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll-free) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel ("OCC") represents Residential Customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.pickocc.org.

11. Miscellaneous:

- You have the right to request from CEO, twice within a 12-month period, up to 24 months of payment history, without charge. CEO will not release your Social Security Number and/or account number(s) without your written consent, except for (a) CEO's own credit evaluation, (b) CEO's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CEO's environmental disclosure statement is available for viewing on CEO's website– www.capitalenergyohio.com. CEO will also provide the information upon request.
- CEO may assign its rights, without Customer consent, to another CRES Provider, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.
- CEO assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, and deterioration of the Utility's service. In the event of a power outage, you should contact your Utility.
- You are responsible for providing CEO with accurate account information. If said information is incorrect, CEO reserves the right to terminate the Agreement.
- CEO reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program.

12. Warranty and Force Majeure: 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. CEO will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CEO and may result in interruptions in service. CEO is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CEO's reasonable control. You and CEO both agree that the following will constitute force majeure events under this Agreement and that CEO shall have the right to terminate the Agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which: (i) materially changes the amounts charged by such entities to CEO or charged by such entities to CEO's wholesale suppliers which then charge CEO; (ii) which materially changes the manner in which CEO provides service to you or (iii) prevents or legally prohibits CEO from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

13. Remedies, Indemnification and Choice of Law: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Neither party will be liable to the other party or its affiliates for consequential, 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 parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CEO and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. 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 that otherwise might be applicable. Any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio.

14. Payments to Certain Third-Parties: You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CEO. CEO is remitting a fee of $0.002 per kWh to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

15. Survival: The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 9, 11, 12, and 13.

WAYNE TOWNSHIP

Capital Energy OHIO

Mail Merge
Address
City, State ZIP

May31, 2016

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Mailing Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

☐ **I wish to opt out of Wayne Township's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐
17 digit Service Delivery Identifier Number from your AEP Ohio Bill:

Service Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

Signature: _____
Date: _____
Phone Number: _____
Email Address: _____

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Why is my rate called a variable rate?
Your rate is a rate of 5.72 cents per kWh, but itmay be adjusted to include new costs, or a change in existing costs, thatmay be imposed bythe regional grid operator. Because the rate may be adjusted for a new or change in costs beyond Capital Energy Ohio's reasonable control, the rate isconsidered to be avariable rate that may change.Nonetheless, If thereare no new, or changes in existing costs, your rate will remain constant at 5.72 cents per kWh for the entire 24 month period.

Does Capital Energy Ohio offer Budget Billing?
Yes. Budget Billing provides a way for customers to pay the same amount each month for generation services, but over time you must still pay for all of your usage. The budget amount is based on a projection of your energy usage for the remaining term of the Electric Aggregation Program calculated using your past 12 months' usage, where available, plus a small adder in order to minimize future true-ups, and reduce the overall balance on your account. The overall balance will be displayed on your bill each month and will be trued up in your last month of service unless you request an update based upon a large disparity between the amount charged and your actual usage. Capital Energy Ohio will also review your bill periodically and discuss any necessary adjustments with you in order to better align the budget bill amount with your actual usage. If you need more information about your individual situation, please call Capital Energy Ohio's toll free number.

If I opt out initially, can I choose to join the Electric Aggregation Program at a later date?
Yes, you may call Capital Energy Ohio to join the program at a later date.

What happens at the end of the Electric Aggregation Program?
As the Electric Aggregation Program draws to a close, Wayne Township can choose to seek bids from competitive electric generationsuppliersin order to negotiate a new contract on behalf of eligible households. Eligible customers will again receive a letter in the mail notifying them of the new terms and conditions and will be given the opportunity to opt out at no charge at that time.

Who do I call if I have a problem with my electric service?
If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at (800) 672-2231.

What is the toll-free number for questions?
If you have any questions, please call Capital Energy Ohio toll free at (844) 294-4504. M-F 8am-6pm ET.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.

Capital Energy Ohio Small Commercial Variable-Price Retail Electric Service Contract

General: This Agreement, together with the enrollment information, is your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital Energy Ohio (CEO). Please keep a copy of this agreement for your records. CEO is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, CEO will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to you. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

WAYNE TOWNSHIP, JEFFERSON COUNTY, OHIO AGGREGATION PROGRAM:
THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF WAYNE TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, WHEREBY WAYNE TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CEO TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM").

Contact Information: Capital Energy Ohio, P.O. Box 1498, Westerville, Ohio 43086, www.capitalenergyohio.com, 855-322-7448 or 614-540-2422, 9:00 a.m. to 5:00p.m., ET., Monday through Friday.

Definitions:

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Distribution Service" means the physical delivery of electricity to customers by the electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer that is not a mercantile commercial customer (a mercantile customer is a commercial or industrial customer that consumes electricity for nonresidential use and the customer consumes more than 700,000 kilowatt-hours per year or is part of a national account involving multiple facilities in one or more states).
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

Terms and Conditions of Service:

1. Eligibility: Small Commercial Customer accounts that are on AEP Ohio's general service rate codes (i.e., GS-1, GS-2 and GS-3) and are not mercantile customers are eligible for this offer from CEO. CEO reserves the right to refuse enrollment to any Small Commercial Customer with an outstanding, unpaid electric bill. CEO will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CEO may establish a Small Commercial Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CEO accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CEO requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

2. Rescission: Once you have been enrolled to receive electric Generation Service from CEO, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Small Commercial Customer's right to rescind only applies when a Small Commercial Customer initially switches to CEO, not upon any renewal of this Agreement. If a Small Commercial Customer chooses to rescind enrollment within the seven-day rescission period, CEO will return any deposit that the Small Commercial Customer paid in order to obtain service under this Agreement.

3. Basic Service Price: During the term of this Agreement, you agree to pay CEO a price of $0.0572 per kWh for the provision of Generation Service and Generation-Related Charges. CEO's services include the procurement of generation, bypassable transmission services, and the arrangement of delivery of those services by the Utility to the Residential Customer's delivery point. In addition to the retail energy price described above, CEO may charge you for any new, or change in any existing, fees, costs, and obligations for bypassable Transmission Services related to CEO's provision of electricity to you imposed by a RTO that are assessed against CEO, are beyond CEO's reasonable control, and are not otherwise reimbursed to CEO ("RTO/Transmission and Ancillary Service Charges"), regardless of whether such charges are greater than or less than, the charges you currently pay for these services. Any such RTO/Transmission and Ancillary Service Charges will be variable and may include, but not be limited to, changes to capacity-related

charges, changes to transmission or transmission-related charges, or changes to retail electric customer access programs that are imposed by law, rule, regulation, tariff, PUCO rule, or PUCO order. Under this variable-price contract, these new or increased charges or fees will be passed through to you and added to your retail energy price. If the retail energy price is not adjusted for one of the items in this paragraph, it will remain constant throughout the term of this Agreement.

In addition to CEO's charges, you will be charged by your Utility for Distribution Service, non-bypassable Transmission Service and various other wires and electric Utility charges.

4. Length of Agreement: Subject to the seven-day rescission period, your service from CEO will commence on the later of the July 2016 billing cycle, or the acceptance of the enrollment request by CEO (at its discretion and consistent with Paragraph 8 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 24 months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

5. Billing, Refund of Deposits, and Release of Guarantors: You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CEO charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CEO reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. CEO does not offer budget billing for Small Commercial Customers. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CEO may cancel this Agreement after giving you a minimum of 14 days' advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CEO for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in Small Commercial Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Small Commercial Customer on any deposit. CEO will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Small Commercial Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Small Commercial Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Small Commercial Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CEO will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CEO may apply some or all of a Small Commercial Customer's deposit to any unpaid bill.

6. Penalties, Fees, and Exceptions: If you do not pay the full amount owed CEO by the due date on each bill, CEO may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by CEO. CEO reserves the right to require adequate assurances from Small Commercial Customers in the form of prepayment or another form of credit support in the event a Small Commercial Customer fails to make payments in accordance with the terms herein. Small Commercial Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

7. Cancellation/Termination: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CEO not less than 30 days' notice, either written or by telephone at 855-322-7448. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CEO to terminate this Agreement immediately upon 14 days' advance written notice. Should you cancel service with CEO and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CEO or this Agreement is terminated, CEO will apply any deposit to the final bill. CEO will promptly refund any remaining deposit. For any remaining overdue balances, CEO may pursue collection actions against you and any guarantor in an appropriate court.

9. Customer Consent and Information Release: By accepting this offer from CEO, you understand and agree to the terms and conditions of this Agreement with CEO. You authorize CEO to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. CEO reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CEO following acceptance of your enrollment request by CEO, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

10. Dispute Resolution: : CEO is committed to customer satisfaction. Contact CEO with any questions concerning the terms of service by phone at 855-322-7448, M-F 9:00 a.m. to 5:00 p.m., or in writing at P.O. Box1498, Westerville, Ohio 43086. Our web address is www.capitalenergyohio.com. If your complaint is not resolved after you have contacted CEO and called your Utility for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll-free) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

11. Miscellaneous:

- You have the right to request from CEO, twice within a 12-month period, up to 24 months of payment history,

without charge. CEO will not release your Social Security Number, Employer Identification Number and/or account number(s) without your written consent, except for (a) CEO's own credit evaluation, (b) CEO's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.

- CEO's environmental disclosure statement is available for viewing on CEO's website www.capitalenergyohio.com. CEO will also provide the information upon request.
- CEO may assign its rights, without Small Commercial Customer consent, to another CRES Provider, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.
- CEO assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, and deterioration of the Utility's service. In the event of a power outage, you should contact your Utility.
- You are responsible for providing CEO with accurate account information. If said information is incorrect, CEO reserves the right to terminate the Agreement.
- CEO reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CEO to exercise your governmental aggregation opt-out rights.

12. Warranty and Force Majeure: 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. CEO will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CEO and may result in interruptions in service. CEO is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CEO's reasonable control. You and CEO both agree that the following will constitute force majeure events under this Agreement and that CEO shall have the right to terminate the Agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which: (i) materially changes the amounts charged by such entities to CEO or charged by such entities to CEO's wholesale suppliers which then charge CEO; (ii) which materially changes the manner in which CEO provides service to you or (iii) prevents or legally prohibits CEO from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

13. Remedies, Indemnification and Choice of Law: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Neither party will be liable to the other party or its affiliates for consequential, 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 parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CEO and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. 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 that otherwise might be applicable. Any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio.

14. Payments to Certain Third-Parties: You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CEO. CEO is remitting a fee of $0.002 per kWh to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

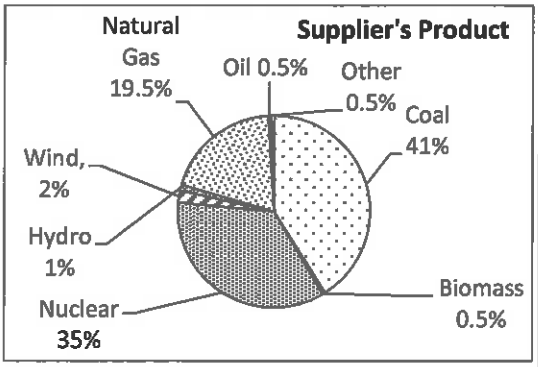
15. Survival: The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 9, 11, 12, and 13.

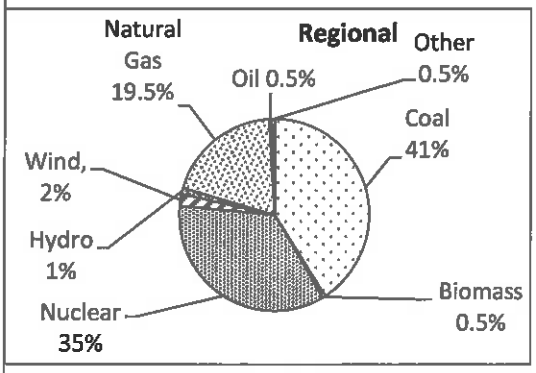
Environmental Disclosure Information

Capital Energy Ohio

Projected Data for the 2016 Calendar Year

Generation Resource Mix -
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.





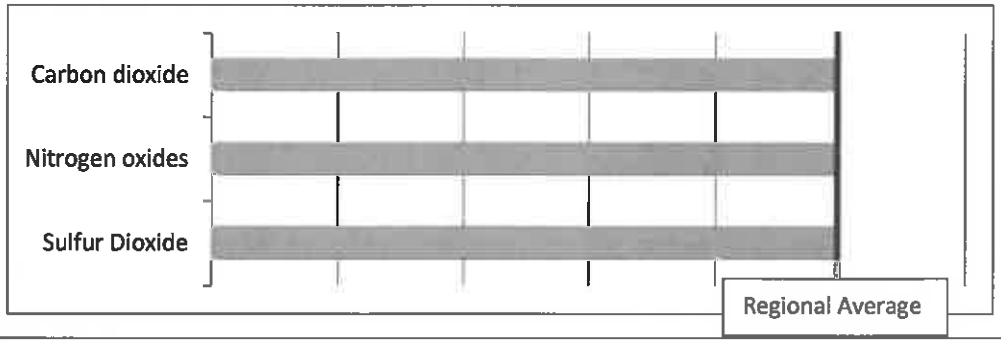
Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

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

Air Emissions –

A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste		Lbs./1,000 kWh
Low-Level Radioactive Waste		Ft^3/1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Capital Energy Ohio at www.CapitalEnergyOhio.com or by phone at 855-322-7448.

Wayne Township
Governmental Aggregation Program
PO Box 1498
Westerville, OH 43086-1498

Important Governmental Aggregation
Information Enclosed

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/20/2016 4:17:50 PM

in

Case No(s). 16-0456-EL-GAG

Summary: Opt-Out Notice For Wayne Township, Jefferson County, Ohio electronically filed by Mrs. Kimberly W. Bojko on behalf of Trebel LLC