1216 Lexington Ave., Suite 301
Mansfield, OH. 44907
www.electricsuppliers.org

September 18, 2017

Docketing Division
Public Utilities Commission of Ohio
180 East Broad St.
Columbus, Ohio 43215-3793

Case No. 14-0968-EL-GAG
RE: Opt out Letter(s) — The Village of Carrollton, Tuscarawas County, OH.

The Village of Carrollton is pleased to submit its final copy of Opt-out letter(s) to be sent to all eligible customers on September 28th, 2017 with the response deadline October 19th, 2017.

Material provided for review:

- Residential and Business Opt-out letter

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricsuppliers.org

Enclosure

Village of Carrollton Electric Government Aggregation Program

Capital.Energy

September 28th, 2017

Dear Village of Carrollton Resident,

Village of Carrollton is providing you the opportunity to participate with other Village of Carrollton residents and businesses in an opt-out electric aggregation program, with Capital.Energy as your provider.

Under governmental aggregation, the Village of Carrollton Commissioners act on behalf of electric consumers in Village of Carrollton to negotiate an electric supply contract with an eligible provider. Both Village of Carrollton and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Village of Carrollton Council Members passed an ordinance to adopt the program after Village of Carrollton voters approved its implementation on May 6th, 2014. The aggregation program for Village of Carrollton will begin within one to two billing periods following your inclusion as a participant in the Village's program and end with your November 2020 meter read.

Under this aggregation program, eligible residents and businesses in the AEP Service Territory in Village of Carrollton will pay 5.199 cents per kWh through the November 2020 meter read. There is no cost for the enrollment and you will not be charged a switching fee. Capital.Energy's price applies to the generation portion of your bill. **If you are ever unhappy with your service or rate from Capital.Energy, you may cancel free of charge at any time** and return to AEP Ohio at a 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 Villages' Electric aggregation program, AEP Ohio will send a letter confirming your selection of Capital.Energy as your Electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital.Energy within seven business days of its postmark date. To remain in the Villages' government aggregation program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled.

If you do not wish to participate, you must opt-out no later than Thursday, October 19th, 2017. You can do this by completing and returning the reply card below or calling us toll-free at **1-844-294-4504.**

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

Under this aggregation, 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 lower Capital.Energy rate included.

If you have any questions or if you would like to opt out, please call Capital.Energy toll free at **1-844-294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Village's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

Village of Carrollton Council Members *Capital. Energy*

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*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Village of Carrollton's Aggregation Program. Be sure to respond by October 19th, 2017 if you choose not to participate.*

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

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

☐ **I wish to opt out of the Village of Carrollton's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

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

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

Electric Aggregation Program – Frequently Asked Questions

What is governmental aggregation of electricity?
Ohio's laws allow for communities - such as townships, cities, villages and counties - 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 the Village of Carrollton able to choose a certified electric generation supplier on my behalf?
In May 2014, Village of Carrollton residents voted to allow the Village Council Members to contract for an electric generation supplier on their behalf. The Village selected Capital.Energy as the exclusive supplier for its electric aggregation program, beginning November 2017 through November 2020.

If I join the Village of Carrollton's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?
Your local electric company will 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 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 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. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

How will billing be handled?
You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital.Energy's charges for generation and transmission. Residential customers can remain on budget billing; however, you must enroll in budget billing with Capital.Energy for the generation portion of your bill.

Does Capital.Energy offer Budget Billing?
Yes Budget Billing is available to residential customers of Capital.Energy. 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 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's toll free number.

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.

If I opt out initially, can I choose to join the program at a later date?
Yes, you may call Capital.Energy to join the program at a later date; however, the rate may not be the same as at the outset of the program.

What happens at the end of the program?
As the program draws to a close, the Village can choose to seek bids from electric supply providers in 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.

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 1-800-672-2231.

What is the toll-free number for questions?
If you have any questions, please call Capital.Energy toll free at (844) 294-4504.

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

Capital.Energy Residential Retail Electric Service Contract – Fixed Rate

General: This Agreement, together with the enrollment information, are your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital.Energy ("C.E"). Please keep a copy of this agreement for your records. C.E 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, C.E 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.

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

Contact Information: Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086, www.capital.energy, 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.m. E.T. M-F.

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 C.E. If you become approved for energy assistance, the PIPP, or Utility's arrearage crediting program while taking service under this Agreement, you must advise C.E and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date. C.E reserves the right to refuse enrollment to any Residential Customer with an outstanding, unpaid electric bill. C.E 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, C.E may establish a Residential Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If C.E 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 C.E 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 C.E, 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 C.E, not upon any renewal of this Agreement. If a Residential Customer chooses to rescind enrollment within the seven-day rescission period, C.E 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 C.E a fixed price of $0.05199 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to C.E's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.

4. Length of Agreement: Subject to the seven-day rescission period, your service from C.E will commence on the later of the November 2017 meter read date, or the acceptance of the enrollment request by C.E (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 37 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 C.E 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. C.E 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. C.E 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, C.E 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 C.E 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 Customer's 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. C.E 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. C.E will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. C.E 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 C.E by the due date on each bill, C.E 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 C.E. C.E 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 C.E not less than 30 days' notice, either written or by telephone at 844-294-4504. 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 C.E to terminate this Agreement immediately upon 14 days advance written notice. Should you cancel service with C.E 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 C.E or this Agreement is terminated, C.E will apply any deposit to the final bill. C.E will promptly refund any remaining deposit. For any remaining overdue balances, C.E may pursue collection actions against you and any guarantor in an appropriate court.

8. Customer Consent and Information Release: By accepting this offer from C.E, you understand and agree to the terms and conditions of this Agreement with C.E. You authorize C.E 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. C.E 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 C.E following acceptance of your enrollment request by C.E, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

9. Dispute Resolution: C.E is committed to customer satisfaction. Contact C.E with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O.Box1498, Westerville, Ohio 43086. Our web address is www.capital.energy. If your complaint is not resolved after you have contacted C.E 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.

10. Miscellaneous:

- You have the right to request from C.E, twice within a 12-month period, up to 24 months of payment history, without charge. C.E will not release your Social Security Number and/or account number(s) without your written consent, except for (a) C.E's own credit evaluation, (b) C.E'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.
- C.E's environmental disclosure statement is available for viewing on C.E's website– www.capital.energy. C.E will also provide the information upon request.
- C.E 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.

- C.E 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 C.E with accurate account information. If said information is incorrect, C.E reserves the right to terminate the Agreement.
- C.E 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, C.E to exercise your governmental aggregation opt-out rights.

11. 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. C.E 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 C.E and may result in interruptions in service. C.E 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 C.E's reasonable control. You and C.E both agree that the following will constitute force majeure events under this Agreement and that C.E 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 prevents or legally prohibits C.E 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.

12. 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 C.E 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 Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio.

13. 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 C.E. CE is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

14. 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, 8, 10, 11, and 12.

Village of Carrollton Electric
Government Aggregation Program

Capital.Energy

September 28th, 2017

Dear Village of Carrollton Business Owner,

Village of Carrollton is providing you the opportunity to participate with other Village of Carrollton residents and businesses in an opt-out electric aggregation program, with Capital.Energy as your provider.

Under governmental aggregation, the Village of Carrollton Council Members act on behalf of electric consumers in Village of Carrollton to negotiate an electric supply contract with an eligible provider. Both Village of Carrollton and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Village of Carrollton Commissioners passed an ordinance to adopt the program after Village of Carrollton voters approved its implementation on May 6th, 2014. The aggregation program for Village of Carrollton will begin within one to two billing periods following your inclusion as a participant in the Village's program and end with your November 2020 meter read.

Under this aggregation program, eligible residents and businesses in the AEP Service Territory in Village of Carrollton will pay 5.199 cents per kWh through the November 2020 meter read. There is no cost for the enrollment and you will not be charged a switching fee. Capital.Energy's price applies to the generation portion of your bill. **If you are ever unhappy with your service or rate from Capital.Energy, you may cancel free of charge at any time** and return to AEP Ohio at a 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 Village's Electric aggregation program, AEP Ohio will send a letter confirming your selection of Capital.Energy as your Electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital.Energy within seven business days of its postmark date. To remain in the Village's government aggregation program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled.

If you do not wish to participate, you must opt-out no later than Thursday, October 19th, 2017. You can do this by completing and returning the reply card below or calling us toll-free at **1-844-294-4504.**

Under this aggregation, 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 lower Capital.Energy rate included.

If you have any questions or if you would like to opt out, please call Capital.Energy toll free at **1-844-294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Village's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

Village of Carrollton Council Members *Capital. Energy*

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*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Village of Carrollton's Aggregation Program. Be sure to respond by October 19th, 2017 if you choose not to participate.*

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

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

☐ **I wish to opt out of the Village of Carrollton's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

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

Signature: ____________________
Date: ____________________
Phone Number: ____________________
Email Address: ____________________

Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086•www.capital.energy

Electric Aggregation Program – Frequently Asked Questions

What is governmental aggregation of electricity?
Ohio's laws allow for communities - such as Townships, cities, villages and counties - 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 Village of Carrollton able to choose a certified electric generation supplier on my behalf?
In May 2014, Village of Carrollton residents voted to allow the Village Council Members to contract for an electric generation supplier on their behalf. The Village selected Capital.Energy as the exclusive supplier for its electric aggregation program through the November 2020 meter read.

If I join Village of Carrollton's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?
AEP Ohio will be responsible for the delivery of power to your home or business. Since AEP Ohio 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 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 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. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

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

Does Capital.Energy offer Budget Billing?
Budget Billing is not available to commercial customers of Capital.Energy. Budget billing is only available to residential customers of Capital.Energy.

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.

If I opt out initially, can I choose to join the program at a later date?
Yes, you may call Capital.Energy to join the program at a later date; however, the rate may not be the same as at the outset of the program.

What happens at the end of the program?
As the program draws to a close, the Village can choose to seek bids from electric supply providers in 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.

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 1-800-672-2231.

What is the toll-free number for questions?
If you have any questions, please call Capital.Energy toll free at (844) 294-4504.

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

Capital.Energy Small Commercial Retail Electric Service Contract – Fixed Rate

General: This Agreement, together with the enrollment information, is your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital.Energy (C.E). Please keep a copy of this agreement for your records. C.E 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, C.E 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.

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

Contact Information: Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086, www.capital.energy, 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.m. E.T. M-F.

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 C.E. C.E reserves the right to refuse enrollment to any Small Commercial Customer with an outstanding, unpaid electric bill. C.E 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, C.E 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 C.E 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 C.E 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 C.E, 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 C.E, not upon any renewal of this Agreement. If a Small Commercial Customer chooses to rescind enrollment within the seven-day rescission period, C.E 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 C.E a fixed price of $0.05199 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to C.E's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.

4. Length of Agreement: Subject to the seven-day rescission period, your service from C.E will commence on the later of the November 2017 meter read date, or the acceptance of the enrollment request by C.E (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 37 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 C.E 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. C.E 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. C.E 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, C.E 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 C.E 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. C.E 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. C.E will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. C.E 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 C.E by the due date on each bill, C.E 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 C.E. C.E 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 C.E not less than 30 days' notice, either written or by telephone at 844-294-4504. 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 C.E to terminate this Agreement immediately upon 14 days' advance written notice. Should you cancel service with C.E 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 C.E or this Agreement is terminated, C.E will apply any deposit to the final bill. C.E will promptly refund any remaining deposit. For any remaining overdue balances, C.E may pursue collection actions against you and any guarantor in an appropriate court.

8. Customer Consent and Information Release: By accepting this offer from C.E, you understand and agree to the terms and conditions of this Agreement with C.E. You authorize C.E 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. C.E 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 C.E following acceptance of your enrollment request by C.E, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

9. Dispute Resolution: C.E is committed to customer satisfaction. Contact C.E with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O. Box1498, Westerville, Ohio 43086. Our web address is www.capital.energy. If your complaint is not resolved after you have contacted C.E 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).

10. Miscellaneous:

- You have the right to request from C.E, twice within a 12-month period, up to 24 months of payment history, without charge. C.E will not release your Social Security Number, Employer Identification Number and/or account number(s) without your written consent, except for (a) C.E's own credit evaluation, (b) C.E'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.
- C.E's environmental disclosure statement is available for viewing on C.E's website. www.capital.energy. C.E will also provide the information upon request.
- C.E 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.
- C.E 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 C.E with accurate account information. If said information is incorrect, C.E reserves the right to terminate the Agreement.
- C.E 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, C.E to exercise your governmental aggregation opt-out rights.

11. 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. C.E 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 C.E and may result in interruptions in service. C.E 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 C.E's reasonable control. You and C.E both agree that the following will constitute force majeure events under this Agreement and that C.E 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 prevents or legally prohibits C.E 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.

12. 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 C.E 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 Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio.

13. 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 C.E. C.E is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

14. 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, 8, 10, 11, and 12.

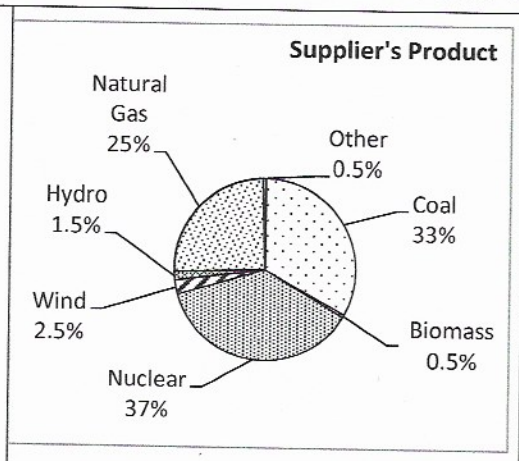
Environmental Disclosure Information

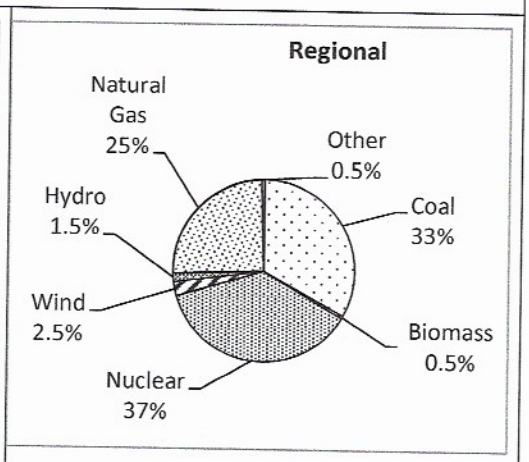
Capital.Energy

Projected Data for the 2017 Calendar Year

Generation Resource Mix -

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





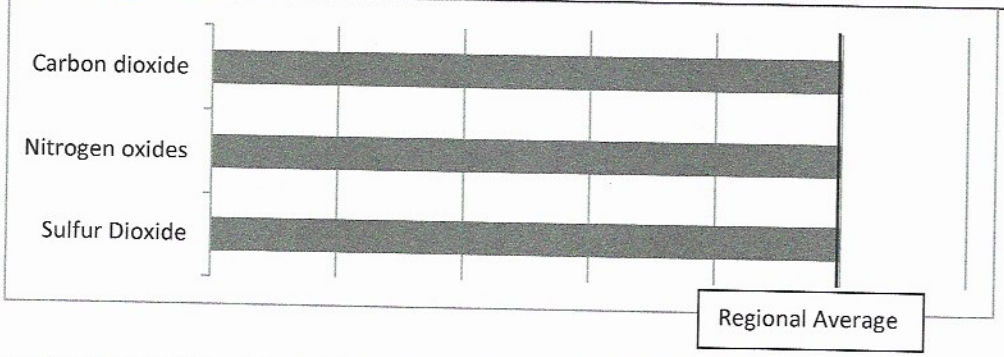
Environmental Characteristics–

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
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	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	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 (Company name) at (company web address) or by phone at (company phone #).

Village of Carrollton
Governmental Aggregation Program
PO Box 1498
Columbus. 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

9/18/2017 11:42:21 AM

in

Case No(s). 14-0968-EL-GAG

Summary: Opt-Out Notice electronically filed by Mr. Scott Belcastro on behalf of The Village of Carrollton, Tuscarawas Co., OH.