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Public Utilities Commission

Original GAG Case Number	Version
12 - 884 -EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.**

A. RENEWAL INFORMATION

A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name City of Belpre
 Address 715 Park Dr., Belpre, OH 45714
 PUCO Certificate # and Date Certified 12-498E(3); April 11, 2016
 Telephone # (740) 423-7592 Web site address (if any) _____

A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - Rates
 - Charges
 - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

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This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
 Technician mmm Date Processed 03/07/18

A-4 Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form" provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 Contact person for regulatory or emergency matters

Name Ron Cross
Title Safety Service Director, Director of Public Utilities
Business address 715 Park Drive, Belpre, OH 45714
Telephone # (740) 423-7592 Fax # (740) 423-4967
E-mail address belpressd@lumos.net

A-6 Contact person for Commission Staff use in investigating customer complaints

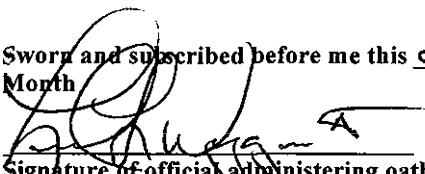
Name AEP Energy, Inc.
Title Attn: Customer Care
Business address 1 Easton Oval, Suite 200, Columbus, OH 43219
Telephone # (866) 258-3782 Fax # (866) 996-3782
E-mail address care@aepenergy.com

A-7 Applicant's address and toll-free number for customer service and complaints

Customer Service address 1 Easton Oval, Suite 200, Columbus, OH 43219
Toll-free Telephone # (866) 258-3782 Fax # (866) 996-3782
E-mail address care@aepenergy.com


Signature of Applicant & Title

Sworn and subscribed before me this 22nd day of February, 2018
Month Year


Signature of official administering oath

Leonard L. Wiggins, II, Notary Public
Print Name and Title State of Ohio
My Commission Expires

My commission expires on 24 Aug 2019

AFFIDAVIT

State of Ohio :

Belpre ss.
(Town)

County of Washington

Ron Cross, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Safety Service (Office of Affiant) of City of Belpre (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Ronald D. Cion Safety Service Director
Signature of Affiant & Title

Sworn and subscribed before me this 22nd day of February, 2018
Month Year

[Signature]
Signature of official administering oath

Leonard L. Wiggins, II, Notary Public
State of Ohio

Print Name and Title
My Commission Expires

My commission expires on 24 Aug 2019

Exhibit A-2
“Authorizing Ordinance”

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____ 20____

CITY OF BELPRE
ORDINANCE NO. 2 (2016-17)

**AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW
AND APPROVE THE PLAN OF OPERATION AND
GOVERNANCE FOR THE CITY OF BELPRE ELECTRIC
GOVERNMENTAL AGGREGATION PROGRAM**

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code to facilitate competitive retail electric gas service to promote electric savings, lower cost of electric supplies, and other benefits, certain governmental entities may aggregate certain electric consumers within their jurisdiction; and

WHEREAS, on November 8, 2011, the electors of the City of Belpre approved of the City's plan to create an aggregation program for customers located within the boundaries of the City of Belpre; and

WHEREAS, Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customers rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

This City Council hereby adopts the City of Belpre's Plan of Operation and Governance (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's municipal electric aggregation program in accordance with Ohio Revised Code 4928.20(C).

SECTION II

This Ordinance is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and to allow this program to be effective as soon as possible. Wherefore, this Ordinance shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: January 25, 2016

[Signature]
PRESIDENT OF COUNCIL

ATTEST: [Signature]

CLERK PRO TEM

RECORD OF ORDINANCES

System Legal Book, Inc.

Page No. 30001

Ordinance No. _____

Passed _____, 20____

PRESENTED TO MAYOR: 1/25/16

Michael P. Harty
MAYOR

APPROVED BY MAYOR: 1/25/16

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Beipre, Ohio, does hereby certify that on January 25, 2016, this Ordinance was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

January 25, 2016
Date

Sarah M. Dele
Clerk

Clark Prohem

Exhibit A-3
“Operation and Governance Plan”

City of Belpre Electric Power Aggregation Plan of Operation and Governance

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice detailing the rates, terms and conditions that will apply to that consumer.

A similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying a switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits may be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services

will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants will continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability services standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

Plan of Operation and Governance

The Belpre City Council shall approve by ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan and Governance may be subject to Belpre City Council's approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator

certification and also register as a governmental aggregator with AEP.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Safety Service Director. The Safety Service Director will have the authority to develop specifications for the Aggregation Program, and to select, hire and manage the CRES Provider. The CRES Provider and the Safety Service Director will work under the direction of the City Council with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Safety Service Director will contract with Volunteer Energy Services, Inc. ("VESI") to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to service as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumers education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings negotiating CRES Provider contracts, and representing the City in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. VESI will negotiate with potential CRES Providers on behalf of the City to provide affordable, reliable electric

supplies and other electric related service on behalf of local consumers.

Through a negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with AEP
3. Have a service agreement under AEP's or its successor organization's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and that CRES Provider's EDI computer system must be capable of effectively processing Aggregation Program EDI transactions in a timely manner.
5. Meet standards or creditworthiness established by the City, AEP and the PUCO.
6. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner.
7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

The CRES Provider's contract will run for a fixed term (i.e., three to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The Belpre City Council will approve and authorize, by ordinance, the contracts entered into by the City with the CRES Provider.

1. Introduction

The local residents authorized the City of Belpre ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumers interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including public and privately-owned facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Large industrial and commercial consumers with sophisticated electric operation use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reduction since they lack the bargaining power, expertise and the economies of scale enjoyed by large consumers.

Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Belpre residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Belpre Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The City of Belpre will act as Purchasing Agent for the Aggregation Group. This means that Belpre will be a Government Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of American Electric Power (AEP) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

2. Process

On November 8, 2011, Belpre voters approved the development of a form of governmental electric aggregation known as "opt-out" aggregation. Under the opt-out program, all American Electric Power residential and business customers in the City are automatically included as participants in the program unless they opt-out of the program by providing written notice of their attention not to participate. As required by state law, the City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City voters.

In addition to obtaining necessary City Council approvals, the City is also

required to comply with various PUCO regulations. The City will file an application with the PUCO for certification as a Government Aggregator as soon as the City Council approves the plan, on or about June 15, 2012. As required by the regulations, the City developed this Aggregation Plan of Operation and Governance ("Plan").

Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm full-requirements electric service. The contract will run for a fixed term (i.e., three to five years). Once the contract has been finalized, it will be submitted to the Belpre City Council for approval.

The opt-out notice for the City's Program will be sent to all eligible electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt-out of the Program. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. American Electric Power (AEP) will still deliver the electricity purchased from the City's CRES provider, to customers. Customers will receive only one bill from American Electric Power, and all metering, repairs and emergency service will continue to be provided by American Electric Power.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

3. In order to clarify terminology, the following terms shall have the meaning set forth below:

"Aggregation Program"

Means the program developed by the City of Belpre, as a Governmental Aggregator under Section 4928 Ohio Revised Code, to provide American Electric Power customers in the City with retail electric generation services.

"Community Reinvestment Program" Is a program where VESI contributes funds to a participating community for a specific purpose. The purpose of these funds are designated and outlined in the contract between VESI and the community.

"Government Aggregator"

Means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928 of the Ohio Revised Code.

"Member"

Means a person enrolled in the Belpre government aggregation group for competitive retail electric services.

"Retail Electric Generation Provider"

(**"Provider"**) Means an entity certified by the Public Utilities Commission of Ohio (**"PUCO"**) to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to

provide the required service related to "Government Aggregation" as defined in Section 4928 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") Means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

4. Community Reinvestment Program

A.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI's Community Reinvestment Program, VESI will contribute ____ per kwh per year for the electric supplied through the aggregation program to the City of Belpre.

A.2 These funds are to be deposited into a special account established by the City of Belpre. It is agreed by the City of Belpre and VESI that these funds will be used as the City's matching grant funds for programs such as CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., etc. or for any project which the City of Belpre approves by resolution or by ordinance.

A.3 In order to maintain and upgrade local services, grants have to be utilized. Most grants require some type of local match.

A.4 It shall be the local government's decision on which grant programs these funds should be used for. It is

the intent of VESI to allow as much flexibility as possible in the decision making process.

A.5 These funds can be combined from year to year.

A.6 These funds will be paid to the City of Belpre as long as they remain in the choice program with VESI. These funds will be paid to the City on an annual basis.

A.7 Review of this program will be done by VESI on as needed basis and cancellation of this program can occur if in the opinion of VESI the funds are not being utilized as agreed to by both VESI and the City of Belpre.

5. Operation Plan

A. Aggregation Services

1. Provider: Belpre will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its members. The provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a member may rescind a contract without penalty. The provider must provide the City, if requested, an electronic file containing the members' usage, and charges. The provider must have a local Belpre phone number or a toll free number for members to call.

2. Database: The retail electric generation provider will build and maintain a database of all

members. The database will include the name, address, American Electric Power account number, and retail electric generation provider's account number of the member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the retail electric generation provider will develop a process to be implemented that will be able to accommodate at a minimum members who (1) leave the program due to relocation, opting out, etc. (2) decide to enter the program; (3) relocate within the City, and (4) move into the City and desire to enter the program. This database shall also be capable of eliminating PIPP customers from the program, should that be necessary, and those who have opted out. The retail electric generation provider will use this database to perform bill audits for clerical and mathematical accuracy of members' bills.

3. **Member Education:** The retail electric generation provider will develop, with the assistance of the City, an educational program that generally explains the aggregation program to members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to opt-out of the program at least every three years, without paying a switching fee to the City or the

provider. See Appendix A for a detailed description of the education process.

4. **Billing:** Belpre will use the retail electric generation provider, or its designated agent, to provide billing services to each member for the competitive retail electric services, with no additional administrative fee. At this time, American Electric Power will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Belpre may, at its option and in consultation with the Provider, change this function to the retail electric generation provider or a billing agency.
5. **Compliance Process:** The retail electric generation provider will develop internal controls and processes to ensure that the City remains in good standing as a government aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the retail electric generation provider's responsibility to deliver periodic reports that will include at a minimum (a) the number of members participating in the program; and (b) a savings estimate or increase from the previous year's baseline. The retail electric generation provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

6. Notification to American Electric Power: The City's AEP consumers that do not opt-out of the City's aggregation group will be enrolled automatically in the aggregation program. Participants in the City's aggregation group will not be asked to take other affirmative steps in order to be included in the group. To the extent that American Electric Power (AEP) requires notification to American Electric Power. The provider will inform American Electric Power of any individuals who may have been permitted to join the aggregation group after the expiration of the enrollment period.

B. Power Supply Agreement

The power supply agreement will provide for the provider to service the City's government aggregation group. Under the agreement, the terms for power supply to members will be for three years from the beginning of service.

C. Belpre's Certified Retail Electric Service (CRES).

CRES shall satisfy each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Belpre
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with American Electric Power.
- Has a service agreement for network integration transmission service under (CERS) Open Access Transmission Tariff.
- Has a service agreement under (CERS) Market-based rate tariff.
- Has the corporate structure to sell retail firm power to the American Electric Power customers in the City.
- Its electric data interchange computer network is fully functional and capable of handling the American Electric Power retail electric customers in Belpre.
- Has the marketing ability to reach all American Electric Power (AEP) retail electric customers to educate them on the City's aggregation program.
- Has a call center capable of handling the City's aggregation group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program.
- Will hold the City financially harmless from any financial obligations arising from supplying power to the American Electric Power retail electric customers in the City.
- Satisfies the State of Ohio's and the City's credit requirements.
- Will execute the power supply agreement.
- Will assist the City in filing the annual reports required by the

PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.

- Will assist the City in developing a Consumer Education Plan.

A. Activation of Service

After a notice is sent out to all electric customers in the City providing 21 days to opt-out of the program, all customers who do not opt-out will be automatically enrolled in the program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the aggregation program.

B. Changes, Extension or Renewal of Service

The current agreement for power supply service with the approved CRES will provide service for three years beginning upon activation of service. If the agreement is extended or renewed, members will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every three years all American Electric Power (AEP) customers in the City will be given an opportunity to opt into or out of the program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to American Electric Power's (AEP) standard service offer.

C. Termination of Service

In the event that the power supply agreement is terminated prior to the end of the term, each individual member of the aggregation group will receive written notification of the termination of the program at least sixty (60) days prior to termination of service. If the agreement is not extended or renewed, members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Member will also be notified of their rights to select an alternate generation supplier and of their ability to return to American Electric Power's (AEP) standard service offer upon termination.

D. Opt-In Procedures

American Electric Power (AEP) customers will be automatically enrolled in the program after a 21-day opt-out period, unless they return the form to be provided, notifying the provider that they do not want to participate. American Electric Power (AEP) consumers in the City may request to join the aggregation group after the expiration of the enrollment period by contacting the provider, who shall determine whether to accept them into the program, and at what rate, subject to written policies mutually agreed upon by the City and the provider. The agreed upon policy shall be consistent with American Electric Power's (AEP) service activation requirements. Aggregation group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

E. Opt-Out Procedures

American Electric Power (AEP) consumers may opt-out of the City's

aggregation group at any time during the opt-out period without additional fees charged by the provider or the City. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the aggregation group. Notification of intent to opt-out of the aggregation group may be made by contacting the provider by telephone or in writing. Consumers who opt-out of the aggregation group will default to American Electric Power (AEP) standard service offer, until the consumer selects an alternate generation supplier.

F. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Assistance Program; 4) The Ohio Energy Credit Program; 5) The Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation.

G. Miscellaneous Governance Guidelines

1. City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the aggregation program and any amendments thereto.
2. The City shall contract with only retail electric generation providers certified by the Public Utilities Commission of Ohio for the provision of competitive retail electric service to the aggregation program members.
3. The City will require any provider to disclose any subcontractors that it uses in fulfillment of the service described above.
4. The City requires the provider to maintain either a toll free telephone number, of a telephone number that is local to City residents who are members.

H. Liability

The City shall not be liable to participants in the aggregation group for any claims, however styled, arising out of the aggregation program or the provision of aggregation services by the City or the provider. Participants in the aggregation group shall assert any such claims solely against the provider pursuant to the power supply agreement, under which such participants are express third-party beneficiaries.

I. Information and complaint numbers
Copies of this plan are available from the City of Belpre free of charge. Call ???-???-### for a copy or for more information.

Any electric customer, including any participant in the City's aggregation

program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the program, the provider or American Electric Power (AEP). The PUCO may be reached toll free at 1-800-686-7826.

Appendix A – Education Process

The provider will develop the educational program in conjunction with the City. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt-out of the program. The following are the program components:

1. Each residence within the limits of the City will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt-out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt-out form. See the attached letter.
2. The provider will work with the City to provide opportunities for educating residents in the City about the program and consumer rights under the law, PUCO rules and this program. In addition, the provider and City will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt-out of, or into the program.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

City of Belpre

By: Michael L. Lorentz

Name: Michael L. Lorentz

Title: Mayor

Date: 3/4/2016

Volunteer Energy Services, Inc.

By: Richard A. Curnutte Sr.

Name: Richard A. Curnutte Sr.

Title: President

Exhibit A-4

Automatic Aggregation Disclosure – “Opt-out Form”



July 24, 2017



IMPORTANT INFORMATION FROM
The City of Belpre and AEP Energy
regarding your electricity service at
<S Address>

Dear <First> <Last>:

**THE CITY OF BELPRE SETS A SECURE ELECTRIC PRICE OF
5.553 CENTS PER KWH FOR YOUR ELECTRICITY SUPPLY CHARGES.**

We are pleased to announce that the City of Belpre is providing its residents with an opportunity to save money on their electricity supply. **On November 8, 2011, City of Belpre voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers and the City approved a Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code.** Under this arrangement, AEP Energy has been selected as the City of Belpre's preferred electricity supply provider. This special offer is exclusive for eligible residents of the City because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

Through the City Electric Aggregation Program, eligible residents, starting with the September 2017 billing cycle, depending on your meter-read date, will receive the price of 5.553 cents per kWh for a period of thirty-six (36) months.¹

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by August 14, 2017. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions. If you do not respond to this letter, the local utility will complete the enrollment process. As a part of the enrollment process, you will also receive a notice from your local utility, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the City Electric Aggregation Plan, then you are all set.

The City Electric Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible residents will be automatically enrolled in the program unless you choose to "opt-out."
- **Receive Protection with a Secure Price.** The City of Belpre has ensured that, beginning with the September 2017 billing cycle, you will receive a price of 5.553 cents per kWh for a period of thirty-six (36) months, for your electricity supply service. There is no cost to enroll in this exclusive program.
- **Continue to Receive One Bill.** Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.
- **Enroll in a Budget Billing Plan.** Simply call the number below to sign-up for AEP Energy's Budget Billing Plan.

If you do not wish to participate in this program, you must "opt-out." There are two ways to opt-out: by calling the AEP Energy Customer Care Team toll free at 1-877-726-0214, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or by completing the Electric Aggregation "Opt-Out" Election Form below. Your "Opt-Out" Election Form must be returned by August 14, 2017.

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

Respectfully,

City of Belpre & AEP Energy

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



The City of Belpre Electric Aggregation Opt-Out Election Form

Please print clearly.

<First> <Last>

Account Number: <Account Number>

<Service Address>

<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Phone: (____) _____

Account Holder's Signature: _____

Date: _____

Email Address: _____

This form must be postmarked no later than August 14, 2017 for your "opt-out" to be effective.

Enclosed Terms & Conditions Version: 0724.17OH_AGG_SC&ResCon - AEP170724_BELPR_AGGR_AO

☒ **I elect NOT to participate in the City Electric Aggregation Program with AEP Energy.**
Customer Code <Customer Code>

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the City Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to "opt-out" of the City Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to "opt-out" no later than August 14, 2017. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the City Electric Aggregation Program. I assume all responsibility to send the "Opt-Out" Election Form or to call AEP Energy.

Complete form and mail to:

AEP Energy
Attn: City Electric Aggregation Program
PO Box 3489
Chicago, IL 60654

FREQUENTLY ASKED QUESTIONS

What is the City Electric Aggregation Program?

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

The City has selected AEP Energy as their preferred electricity supply provider to serve their residents beginning with the September 2017 billing cycle for a period of thirty-six months (36) months.

Who is AEP Energy?

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

How do I enroll?

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

When will this program start?

The City Electric Aggregation Program will begin with the September 2017 billing cycle.

What is my price?

The City of Belpre has ensured that, beginning with the September 2017 billing cycle, depending on your meter-read date, you will receive an electricity generation price of 5.553 cents per kWh for a period of thirty-six (36) months.

Where do I send payment?

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

Is budget billing available?

A Budget Billing Plan is now available for AEP Energy's charges (Generation charges). The Budget Billing Plan levels your monthly payments to even out the seasonal highs and lows of your monthly bills. You'll have more certainty and can better manage your electricity expenses. Please visit www.AEPenergy.com for more information.

Can I cancel at any time?

Yes, you may cancel without penalty and switch to another provider or revert back to AEP Ohio, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers. You will also be provided the ability to opt out every three years without penalty.

What happens at the end of the program?

As the program draws to a close, the City can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households. If at that time, the program has not produced the savings originally anticipated for customers, the City can also choose to end the program, at which time participants would be notified of their options for continuing in a different program with AEP Energy, switching to another provider, or reverting back to the local utility.

Why is this an "opt-out" program?

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

Why did the City select AEP Energy as its provider?

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

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

If you opt-out initially, unfortunately, you may not be able to join the program until you receive the next opt-out notice. By initially opting-out prior to the start of the aggregation program will result in you receiving service under the local utility's standard offer rate until you chooses an alternative supplier.

What happens if my family moves to another home?

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



Unless you affirmatively "opt-out" by August 14, 2017, you will be automatically enrolled if you: a) have an eligible residence located in the specified city receiving electric service from AEP Ohio or AEP Energy (in the AEP Ohio service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the City and AEP Energy. AEP Energy's price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit AEPenergy.com.



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



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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the September 2020 meter read date ("Term").	Residential Customers: 5.553¢ per kWh. Small Commercial Customers: 5.553¢ per kWh. Price is for Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Services and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 6 for details.	Your Agreement will terminate after the initial term. See Section 8 for details.

TERMS AND CONDITIONS. These Terms and Conditions (this "Agreement") are your agreement for Generation Service with AEP Energy, Inc. ("AEP Energy"). AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply the electric generation services to the interconnection (the "Delivery Point") of your Electric Distribution Utility ("EDU") based on your usage. All electricity will be supplied and delivered under the aggregation program, which is governed by the Government Aggregation Master Retail Supply Agreement between the relevant government aggregator and AEP Energy (the "Program Agreement"). Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we" and "our" also refer to AEP Energy, and the words "you", "your", and "I" refer to the customer.

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

RIGHT OF RESCISSION. Once you have been enrolled to receive Generation Service from AEP Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU and following the instructions contained in the letter.

OTHER IMPORTANT DISCLOSURES. In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the EDU's standard offer rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU's standard offer rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

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

2. Price. Starting with the first billing cycle of this Agreement through the last billing cycle of the "Term" (as listed above), you agree to pay AEP Energy the price stated above under the heading "Generation Service Charges" for all kilowatt-hours ("kWh") of all applicable combined Generation Service and Generation-Related Charges metered by the EDU. You are responsible for, and your price does not include, applicable state and local taxes and/or EDU charges, which will be billed by the EDU. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$40 to \$50 per month in such EDU charges and fees. In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process or charge, promulgated by any governmental authority or EDU, Independent System Operator, Regional Transmission Organization ("RTO"), such as PJM Interconnection, L.L.C. ("PJM"), or other regulated service provider, alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a

"Change in Law or Regulation"), then AEP Energy will provide written notice requesting your affirmative consent and agreement, describing the Change in Law or Regulation, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). You then will be able to affirmatively consent and agree to such Price Revision Request, and if you agree, you will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, you do not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement will automatically terminate without penalty, Cancellation Fee or further obligation (but you will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is terminated, as well as any late fees). Such termination will be effective on the next available drop date as established by the EDU. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

3. Term (Length of Agreement). Your service from AEP Energy will begin on the next available meter-reading, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period and (b) acceptance of your enrollment by your EDU, and will continue for the Term, unless otherwise terminated, ending on the meter read date for the last month of service.

4. Billing. You will continue to receive a single bill, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing for AEP Energy's charges to residential customers only. If you do not pay your bill by the due date, AEP Energy may terminate this Agreement after giving you a minimum of fourteen (14) calendar days' written notice. Upon termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

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

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. If specified in the table above under "Cancellation Fee", there may be a charge if you cancel this Agreement for any reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. In addition to any applicable Cancellation Fee, you will remain responsible to pay AEP Energy for any electricity supply used before this

Agreement is cancelled or terminated for any reason, as well as any late fees. Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. Your Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service.

8. Contract Expiration. At the end of its Term, this Agreement will expire. As prescribed by the PUCO, at least every three (3) years, you will be given the opportunity to "opt-out" of your community program at no cost. You are responsible for arranging your electric supply upon the expiration of this Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing questions, disputes and complaints by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM - 5:00 PM EST weekdays, or www.pickocc.org.

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

11. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.

12. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity furnished to you at and after the Delivery Point and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your residential or business premises (as applicable), arising out of or related to the Generation Service and/or your performance under this Agreement.

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

14. Choice of Law; Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

15. Miscellaneous. You have the right to request from AEP Energy, twice within a twelve (12)-month period, up to twenty-four (24) months of payment

history, without charge. AEP Energy is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Ohio Revised Code, or assigning your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for the aggregation program. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

16. Contact Information. AEP Energy, 155 W. Nationwide Blvd., Suite 500, Columbus, OH 43215. For more information call 1-866-258-3782 or visit AEPenergy.com.