

Eagle Energy, LLC
6566 Glenway Avenue
Cincinnati, Ohio 45211
(513) 251-7283 • eagleenergy@fuse.net

December 4, 2018

The Honorable Barcy F. McNeal, Secretary
The Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

RE: Case No. 14-1995-EL-GAG

Dear Secretary McNeal:

Please find enclosed the original and three conformed copies of the Application of the City of Oxford in the above referenced case. The Application seeks approval of the City of Oxford to renew its certificate to continue to provide electric service as a governmental aggregator pursuant to Section 4928.08 of the Ohio Revised Code and governed by various sections of the Ohio Administrative Code.

If you have any questions concerning this matter please contact our office. Thank you in advance for your assistance.

Very truly yours,



Donald I. Marshall
President

cc: Mr. Douglas R. Elliott, Jr.

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Renewal Application)
of the City of Oxford, Ohio to Continue)
to Provide Governmental Aggregation)
Electricity Service Pursuant to)
Commission Rules and Section 4928.08)
of the Ohio Revised Code.)

Case No. 14-1995-EL-GAG



Public Utilities Commission

Original GAG Case Number	Version
14_1995-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 Oxford, Ohio

Address 15 South College Avenue, Oxford, Ohio 45056

PUCO Certificate # and Date Certified 15-924E(2) dated February 3, 2017

Telephone # (513) 524-5201 Web site address (if any) www.cityofoxford.org

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

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 Douglas R. Elliott, Jr.
Title City Manager
Business address 15 South College Avenue, Oxford, Ohio 45056
Telephone # (513) 524-5201 Fax # (513) 523-7769
E-mail address delliott@cityofoxford.org

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

Name Donald Marshall
Title President, Eagle Energy, LLC
Business address 6566 Glenway Avenue, Cincinnati, Ohio 45211
Telephone # (513) 251-7283 Fax # (513) 251-7283
E-mail address eagleenergy@FUSE.net

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

Customer Service address 15 South College Avenue, Oxford, Ohio 45056
Toll-free Telephone # (513) 524-5201 Fax # (513) 523-7769
E-mail address delliott@cityofoxford.org

Douglas R. Elliott, Jr.
Signature of Applicant & Title
City Manager

Sworn and subscribed before me this 30th day of Nov, 2018
Month Year

Maryann Eaton
Signature of official administering oath

Maryann Eaton, clerk of council
Print Name and Title

My commission expires on 8/20/23



MARY ANN EATON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Butler County
My Comm. Exp. 8/20/2023

AFFIDAVIT

State of Ohio :

Oxford ss.
(Town)

County of Butler :

Douglas R. Elliott, Jr., Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the City Manager (Office of Affiant) of the City of Oxford (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.

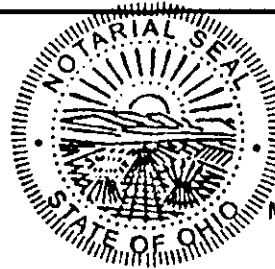
Douglas H. Elliott
Signature of Affiant & Title
City Manager

Sworn and subscribed before me this 30th day of NOV., 2018
Month Year

MaryAnn Eaton
Signature of official administering oath

MaryAnn Eaton, Clerk of Council
Print Name and Title

My commission expires on 8-20-23



MARY ANN EATON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Butler County
My Comm. Exp. 8/20/2023

EXHIBIT A-2

AUTHORIZING ORDINANCE PURSUANT TO §4928.20(D) ORC.

ORDINANCE NO. 3271

ORDINANCE TO FACILITATE COMPETITIVE RETAIL ELECTRIC SERVICE TO PROMOTE ELECTRICAL SAVINGS, LOWER COST ELECTRICITY SUPPLIES AND OTHER BENEFITS FOR CERTAIN ELECTRICITY CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE BUTLER COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD,
BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Article XVIII Section 4 of the Ohio Constitution grants the City of Oxford certain authority related to utility service and pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits, certain governmental entities may aggregate certain electricity consumers within their jurisdictions.

SECTION 2: Pursuant to ORC Section 4928.20, the City of Oxford is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service ("Electric Aggregation") for the benefit of certain electricity consumers within the City so that the consumers may realize lower cost electricity supplies and other benefits from the aggregation and combined purchasing of electric supplies.

SECTION 3: ~~Electric Aggregation provides an opportunity for electricity consumers collectively to realize electric savings, lower cost electricity supplies, and other benefits that the consumers may not otherwise be able to realize individually.~~

SECTION 4: In the public interest, the City of Oxford desires to submit to the electors of the City of Oxford the question of whether the City of Oxford should create an Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits in accordance with ORC Section 4928.20.

SECTION 5: This Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, it is in the best interest of the City of Oxford and certain electricity consumers within the jurisdiction of the City of Oxford to establish an Electric Aggregation program in the City of Oxford pursuant to ORC Section 4928.20. Provided that this Ordinance and Electric Aggregation program is approved by the electors of the City of Oxford in accordance with this Ordinance, the City of Oxford is hereby authorized to take all actions necessary to affect an Electric Aggregation program pursuant to ORC Section 4928.20. The City of Oxford may exercise this authority jointly with other entities to the full extent permitted by law. Further, for such purposes, the City Manager of the City of Oxford is hereby authorized to execute and deliver an agreement with a to-be-named agent ("Agent") to assist the City of Oxford as its consultant and agent to effect the Electric Aggregation program. Actions necessary to effect the Electric Aggregation program include determining and entering into service agreement(s) with suppliers to facilitate the sale and purchase of all electricity, competitive retail electric services, and retail electric generation to serve the enrolled consumers.

The City of Oxford shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric consumers to determine and select the provider(s) to supply the commodity and all other services for Electric Aggregation program and the enrolled consumers.

SECTION 6: The Electric Aggregation program shall not apply to persons that are not eligible pursuant to Rules and/or Orders of the Public Utilities Commission of Ohio ("Commission") or not eligible pursuant to the adopted plan of operations and governance ("Plan") for the Electric Aggregation program.

SECTION 7: The Board of Elections of Butler County is hereby directed to submit the following question to the electors of the City of Oxford at the fall election on November 4, 2014:

To facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, shall the City of Oxford have the authority to aggregate retail electrical loads and enter into service agreements for the sale and purchase of electricity and other services, such aggregation to occur automatically unless any person affirmatively elects not to be enrolled by a stated procedure?

FOR, the City of Oxford to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

NOT FOR, the City of Oxford to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Butler County Board of Elections not later than August 6, 2014, which is ninety (90) days prior to November 4, 2014.

The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and ORC Section 4928.20. Upon approval, the Electric Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with ORC Section 4928.20, and other requirements of ORC Chapter 4928.


SECTION 8: Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the City of Oxford shall develop and adopt a Plan of operations and governance for the Electric Aggregation program. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City of Oxford. The notice shall summarize the Plan and state the date, time, and location of each hearing. Consumers enrolled in the Electric Aggregation program shall be supplied their electrical requirements and other services in accordance with supply agreement(s) determined and arranged by the City of Oxford, as opportunities become available to provide benefits to consumers. The City of Oxford shall be authorized by the electors to be the only entity authorized to act for and on behalf of the consumers that have enrolled in the Electric Aggregation program to determine and select the supplier(s) to provide the electricity and all other services for the Electric Aggregation program.

SECTION 9: The adopted Plan shall not aggregate any retail electrical load within the City of Oxford, unless the person whose electrical load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Electric Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Electric Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Electric Aggregation program shall default to the standard offer service of the person's electric distribution utility, until the person chooses an alternative supplier.

SECTION 10: The Butler County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on November 4, 2014, on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

SECTION 11: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the law.

SECTION 12: This Ordinance shall take effect at the earliest time allowed by law.


MAYOR

ADOPTED: May 6, 2014

ATTEST: 
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

CERTIFICATE OF CLERK

I hereby certify that the attached document is a true and correct copy of Ordinance No. 3271 adopted by the Council of the City of Oxford, Butler County, Ohio on the 6th day of May 2014.

1. Oxford City Council Ordinance No. 3271

ORDINANCE TO FACILITATE COMPETITIVE RETAIL ELECTRIC SERVICE TO PROMOTE ELECTRICAL SAVINGS, LOWER COST ELECTRICITY SUPPLIES AND OTHER BENEFITS FOR CERTAIN ELECTRICITY CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE BUTLER COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES.

6/18/14
Date

Mary Ann Eaton
Mary Ann Eaton
Clerk of Oxford City Council

CERTIFICATE OF FILING

I hereby certify that I filed a certified copy of the attached Ordinance No. 3271 with the Board of Elections of Butler County, Ohio, on JUNE 19, 2014.

JUNE 19, 2014
Date

Michael B. Dreishach
Michael B. Dreishach
Service Director

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of Butler }

The Board of Elections of Butler County hereby
 certifies that at the election held in the City of Oxford
 (Name of Subdivision)
 on the 4 day of November, 2014, the vote cast on the following issue was
 as follows:

Issue _____

Miscellaneous Question

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Shall the City of Oxford have the authority to aggregate the retail electric loads located in the City
 of Oxford, and for that purpose, enter into service agreements to facilitate for those loads the sale
 and purchase of electricity, such aggregation to occur automatically except where any person elects
 to opt out?

Votes <u>Yes</u> (For, yes, etc.-as on ballot)	<u>1,608</u> (Number)
Votes <u>No</u> (No, against, etc.-as on ballot)	<u>748</u> (Number)
Total vote cast on issue:	<u>2,356</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Hamilton
 Ohio, this 24 day November, 2014.

[Signature]
 Chair
[Signature]
[Signature]

Attest: [Signature]
 Director

BOARD OF ELECTIONSButler County, Ohio

OPERATION AND GOVERNANCE PLAN ADOPTED
PURSUANT TO §4928.20(C) ORC.

PLAN OF OPERATION AND GOVERNANCE
OF
THE CITY OF OXFORD, OHIO

For Additional Information Contact:

Donald I. Marshall
Eagle Energy, LLC
6566 Glenway Avenue
Cincinnati, Ohio 45211

Telephone: (513) 251-7283
E-mail: eagleenergy@fuse.net

Introduction. The City of Oxford (Oxford or City) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 4, 2014. As a result of the voter's affirmative vote, Oxford has established an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within the City. The plan will be available to approximately 5,000 customers and those customers shall automatically be enrolled in the program as further explained herein. The City has selected AEP Energy, Inc. (AEP) as the Competitive Retail Electric Supplier (CRES) for the purpose of implementing an aggregation program by supplying generation services.

The aggregation program has been developed in accordance with §4928.20, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 3271 adopted by the elected officials of the City specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Also included in Exhibit A-2 is the certification by the Butler County Board of Elections that Ordinance No. 3271 was passed on November 4, 2014 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on December 2 and 16, 2014 after appropriate public notice was provided for two consecutive weeks. Attachment I hereto is a copy of the proof of publication of the time and place of those public hearings.
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. The draft notice, including terms and conditions, have been timely provided to the Commission Staff by AEP.

The Plan has been developed in accordance with the Commission's rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code, in the following manner:

1. Services to be Provided. The City has entered into a contract with AEP to provide generation and transmission services. The contract includes all terms and conditions that make it clear that AEP has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (EDU), Duke-Ohio (Duke). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer's end-use facilities. The City does not intend to re-sell any power as a result of this program and, in fact, is not authorized to do so. AEP shall provide one-hundred percent renewable power as

¹ As further defined herein. Certain customers may not be eligible to participate.

well as traditional generation services. Customer's shall have an opportunity to select either generation option.

2. Determination of Rates to be Charged. All customers shall continue to receive standard distribution service under Duke's tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19². Customers enrolled in the program shall receive relief from certain other Riders and the rates and riders associated with generation and related cost contained in Duke's tariff. The City has retained Eagle Energy to assist in the identification of potential savings for customers. Savings shall be determined by comparing the prevailing price-to-compare of Duke with the contract rate of AEP. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. The City intends for customers to return to Duke on a full-requirements basis without penalty. Customers will not be charged a switching fee under terms of the contract with AEP as negotiated by the City.
4. Opt-out Disclosure Notice. The City requested a customer list that identifies potential customers within its geographic boundary from Duke. It has been Eagle's experience that the customer list may not be entirely accurate so a request of AEP to sanitize the customer list was made to improve its accuracy. The sanitized customer list shall then be used to mail the opt-out notice. Once the mailing list was developed, the opt-out notice was mailed via first class U.S. mail and customers shall have twenty-one (21) days to opt-out of the program. Those customers electing **not** to opt-out shall be enrolled in the program.
5. Customer Inclusion. The following customers shall be excluded from the opt-out program:
 - (a) Customers who have opted-out of the program;
 - (b) Customers under contract with a CRES;
 - (c) Customers who may have a special contract with Duke;
 - (d) Customers outside the geographical boundary of the City;
 - (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);

² The program may be available to other special rates such as Rates EH, ORH, et al.

- (f) Mercantile customers; and,
- (g) Customers with an unsatisfactory credit rating.

The City will rely on Duke to provide a concise customer list as well as identifying the above customer categories as reasonably as possible. Customers in categories (b) through (g) shall not appear in the customer list provided by Duke. Customers within these categories who may be accidentally enrolled shall be returned to Duke without charge.

AEP shall have responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the program shall be excluded and if a customer were accidentally enrolled shall also be returned to Duke without charge.

6. Opt-out Process. Customers received a letter, terms and conditions and a postcard that shall be used to determine enrollment status³. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke confirmed enrollment and provided the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.
7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's current electric tariff P.U.C.O. No. 19 as Rate RS, Rate DS and Rate DM ⁴.
8. Billing Procedures. The contract with AEP includes billing procedures but the goal of the City is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of AEP. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of AEP.
9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, AEP and the involved customer. The City shall not be involved in any credit or collection matter.
10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to the City or Eagle Energy. If a customer is unable to resolve their

⁴ See footnote 2 also.

concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel. The following telephone numbers are for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
City of Oxford	(513) 524-5201
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
AEP	(877) 726-0214

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of the City, may contact the City, Eagle Energy or AEP at any time to obtain enrollment⁵ information. AEP shall have sole discretion to permit new customers to enroll into the Plan at no charge.

AEP may conduct subsequent opt-outs at various times throughout the term of the contract with the City. If so determined and upon the concurrence of the City refresh opt-outs shall provide newly eligible customers the opportunity to participate in the Program. All refresh opt-outs shall be conducted in the same manner as the initial opt-out.

12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of the City shall be permitted to maintain their enrollment status at their new location.
13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected CRES. Customers may request AEP to permit enrollment and in that instance AEP shall have sole discretion as to allow the enrollment at no charge. Customers being served by an existing CRES shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer.

⁵ Enrollment must be authorized by Duke.

14. Other Matters. A copy of this Plan shall be available at the City offices, 101 East High Street, for public inspection and shall be made available to any customer upon request. The City shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.

AUTOMATIC AGGREGATION DISCLOSURE “OPT-OUT FORM”
REQUIRED BY §4928.20(D).



December 1, 2016

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

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

Dear <First> <Last>:

**CITY SETS A 100% RENEWABLE ENERGY ELECTRIC PRICE
OF 5.785 CENTS PER KWH FOR YOUR ELECTRICITY SUPPLY.**

The City of Oxford has arranged for its residents and small businesses an opportunity to receive 100% renewable energy for their electricity supply through the May 2018 billing cycle at a secure price. AEP Energy has been selected by the City to provide electricity supply to eligible customers within the City. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

The City's Electric Aggregation Program ("the Aggregation Program"), originally formed in March 2015, provides two supply options for eligible customers, starting with the January 2017 billing cycle (depending on your meter-read date).

Option 1: 100% Renewable Energy

Under this option you will receive 100% renewable energy¹ at the secure price of 5.785 cents per kWh for a period of sixteen (16) months.² You do not have to do anything to enroll and there is no cost to participate. The price is estimated to be 9%³ lower than the current Duke Energy Ohio price-to-compare rate. You will automatically be enrolled in the 100% renewable energy option unless you choose NOT to participate. If you do NOT wish to participate in the Aggregation Program, you must follow the "opt-out" instructions below and "opt-out" no later than December 22, 2016.

Option 2: Traditional Energy

Under this option you will receive a traditional energy supply at the secure price of 5.65 cents per kWh for a period of sixteen (16) months.⁴ The price is estimated to be 11%⁴ lower than the current Duke Energy Ohio price-to-compare rate. Please call 1-877-726-0214 if you wish to select this option, enrollment will not be automatic. Again, you **MUST** call AEP Energy at 1-877-726-0214 no later than December 22, 2016 to enroll in Option 2.

If You Elect not to Participate in the City's Aggregation Program

If you do not wish to participate in either option offered by the City's Aggregation Program, you must "opt-out." There are two ways to "opt-out": 1) call 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 2) complete the Electric Aggregation "opt-out" Election Form below and return the form by December 22, 2016.

Duke Energy Ohio will continue to send you one monthly bill which will include: AEP Energy charges for either supply option you select. The bill will also include Duke Energy Ohio distribution and delivery charges. Also, Duke Energy Ohio will continue to provide service for any emergency or maintenance issues. Please find additional details about the aggregation program in the Frequently Asked Questions and Terms & Conditions on the back of this letter.

Respectfully,

Douglas Elliott
City Manager
City of Oxford

Scott D. Slusher
President, Residential Business
AEP Energy



AEP Energy is a competitive retail electric service provider. While it is an affiliate of AEP Ohio, AEP Energy is not soliciting on behalf of and is not an agent for AEP Ohio. Duke Energy 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.



City of Oxford 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 December 22, 2016 for your "opt-out" to be effective.

Terms & Conditions Version: 12 01 16OH_ECO_AGG_SC&ResCon | 12 01 16OH_AGG_SC&ResCon
DUX16 12 01_OXSC-RF_AGG_R AQ_1

☒ 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 December 22, 2016. 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

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 passed an ordinance adopting this Electric Aggregation program.

The City has selected AEP Energy as their preferred electricity supply provider to serve their residents and small businesses beginning with the January 2017 billing cycle for a period of sixteen (16) months.

Who is AEP Energy?

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

How do I enroll?

You don't have to do anything to enroll. All eligible customers will be automatically included in the Option 1 program unless you choose to "opt-out." If you "opt-out," you will continue to be served by your local electric utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this letter, the utility will complete the enrollment process. Once the utility completes your enrollment, you will be mailed an enrollment confirmation notice that your electric service will be provided by AEP Energy. No deposits are required to enroll.

When will this program start?

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

What is my price?

The City of Oxford has ensured that, beginning with the January 2017 billing cycle, depending on your meter-read date, you will receive the 100% renewable energy plan at an electricity generation price of 5.785 cents per kWh for a period of sixteen (16) months.

How do I estimate my savings?

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

Where do I send payment?

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

Unless you affirmatively "opt-out" by December 22, 2016, you will be automatically enrolled in Option 1 if you: a) have an eligible business located in the specified city receiving electric service from Duke Energy Ohio or AEP Energy (and in the Duke Energy Ohio service territory). Participation in the aggregation program is subject to the Terms & Conditions of the Agreement between the City and AEP Energy. ¹Green-e Energy® certifies that AEP Energy's 100% renewable energy plan meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy® certification requirements, write to Green-e Energy, 1012 Torrey Ave., 2nd Floor, San Francisco, CA 94129 or log on to www.green-e.org. ²AEP 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. ³Estimated savings apply to the generation service portion of your electricity bill and are based on an average residential customer, using 750 kWh of electricity on a monthly basis with a weighted average Duke Energy Ohio Price to Compare (PTC) rate of 6.361 as of November 2016 compared to our price of 5.785 cents per kWh. ⁴Estimated savings apply to the generation service portion of your electricity bill and are based on an average residential customer, using 750 kWh of electricity on a monthly basis with a weighted average Duke Energy Ohio Price to Compare (PTC) rate of 6.361 as of November 2016 compared to our price of 5.65 cents per kWh. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit AEPenergy.com.

Can I cancel at any time?

Yes, you may cancel without penalty and switch to another provider or revert back to Duke Energy 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.

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. 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 Duke Energy Ohio, 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?

Yes, you will be able to join the program at a later date, however option 2 will not be available. Option 2 will only be offered at the sole discretion of AEP Energy in the future.

What happens if my business moves to another home?

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

What is renewable energy?

Renewable energy comes from sources that are constantly and sustainably replenished such as wind, solar or hydro. AEP Energy's renewable energy plan is produced from 100% wind power and is Green-e® Energy certified. Purchasing RECs can provide environmental benefits because they support development of renewable energy generation resources. Renewable energy resources have lower greenhouse gas emissions than traditional energy resources.

What is traditional energy?

Traditional energy generally comes from the burning or combustion of fossil fuels such as coal, natural gas, crude oil, and petroleum. If you prefer the traditional Option 2 energy plan of a secure price of 5.65 cents per kWh for a period of sixteen (16) months, instead of the 100% renewable energy plan, please call 1-877-726-0214 to enroll.

What is considered a small commercial business?

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



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



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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the May 2018 billing cycle ("Term").	Product is Variable . See Section 2 for details. Residential Customers: 5.785¢ per kWh. Small Commercial Customers: 5.785¢ per kWh. Price is for Green-e® Energy Certified 100% wind-generated renewable energy certificates and Generation Service, inclusive of a broker fee. 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.

CONDITIONS. These Terms and Conditions (this "Agreement") are your agreement for Generation Service with AEP Energy, Inc. ("AEP Energy"). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply the electric generation services to 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, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies.

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 Services" 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. I affirm my agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) I have provided, or will provide during the term of this Agreement, regarding my account, including about amounts due. 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.

TERMS AND CONDITIONS OF SERVICE

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

2. Price. Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product herein is being defined as "Variable". Starting with the first billing cycle of this Agreement through the last billing cycle of the Term, the price will be as stated above under the heading "Generation Service Charges." During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined Generation Service and Generation-Related Charges as specified in "Generation Service Charges" listed above. 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. For the "Term" listed above, all kilowatt-hours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified above. In addition to AEP Energy's charges, you will

be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$36 to \$41 per month in such EDU charges and fees. 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. AEP Energy may pass through to you certain additional or increased fees or charges that are beyond AEP Energy's reasonable control, as provided in the Program Agreement. These fees and charges could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, changes to capacity related charges, transmission or transmission-related charges, or changes to retail electric customer access programs, that are imposed or changed by any statute, rule, regulation, order or other law or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDU or other regulated service provider. These fees and charges may be passed through to you and added to your price.

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

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

5. Penalties, Fees and Exceptions. Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half 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, 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 terminate this Agreement for any other 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. This Agreement shall be considered executed by AEP Energy following: a) the end of the seven (7) day rescission period and b) acceptance of enrollment by your EDU.

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

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. 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. 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 delivered to the address or email address maintained on file for you. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

11. Warranty and Force Majeure. AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR 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. 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 Regional Transmission Organization), 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.

12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH

LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

13. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity 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 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 the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under this Agreement.

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

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

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

17. The electricity supply service provided to you will include renewable energy attributes from renewable resources in the amount equal to 100% of your load volume during the term of this Agreement. AEP Energy's product is a 100% nationally wind-generated electricity product and is certified by Green-e® Energy, which requires companies to provide their customers with this notice of price, terms and conditions of service. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto www.green-e.org.



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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the May 2018 billing cycle ("Term").	Product is Variable . See Section 2 for details. Residential Customers: <u>5.650¢ per kWh.</u> Small Commercial Customers: <u>5.650¢ per kWh.</u> 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.

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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 Services" 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. I affirm my agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) I have provided, or will provide during the

term of this Agreement, regarding my account, including about amounts due. 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.

TERMS AND CONDITIONS OF SERVICE

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

2. Price. Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product herein is being defined as "Variable". Starting with the first billing cycle of this Agreement through the last billing cycle of the Term, the price will be as stated above under the heading "Generation Service Charges." During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined Generation Service and Generation-Related Charges as specified in "Generation Service Charges" listed above. 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. For the "Term" listed above, all kilowatt-hours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified above. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$36 to \$41 per month in such EDU charges and fees. 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. AEP Energy may pass through to you certain additional or increased fees or charges that are beyond AEP Energy's reasonable control, as provided in the Program Agreement. These fees and charges could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, changes to capacity related charges, transmission or transmission-related charges, or changes to retail electric customer access programs, that are imposed or changed by any statute, rule, regulation, order or other law or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDU or other regulated service provider. These fees and charges may be passed through to you and added to your price.

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

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

5. Penalties, Fees and Exceptions. Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half 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, 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 terminate this Agreement for any other 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. This Agreement shall be considered executed by AEP Energy following: a) the end of the seven (7) day rescission period and b) acceptance of enrollment by your EDU.

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

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO Box 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. 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. 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 delivered to the address or email address maintained on file for you. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

11. Warranty and Force Majeure. AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR 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. 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 Regional Transmission Organization), 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.

12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO

CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

13. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity 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 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 the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under this Agreement.

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

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

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