



Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215  
Office: 614.227.2300  
Fax: 614.227.2390

Devin D. Parram  
Direct Dial: 614.227.8813  
dparram@bricker.com  
www.bricker.com  
info@bricker.com

October 4, 2019

*Via Electronic Filing*

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

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

Dear Ms. Troupe:

Please find attached, for filing in the above-referenced docket, SOPEC's opt-out notices for certain residential and small business electric customers in the SOPEC member communities of Chauncey, Logan, New Straitsville, and Shawnee. Electric service provided through the SOPEC opt-out program is expected to begin on or about the customer's November 2019 meter read date.

A listing of the SOPEC member electric program communities is set forth in the opt-out notice materials filed in this docket. The mailing is currently scheduled to begin on or about October 14, 2019 and the opt-out period is currently scheduled to end on or about November 4, 2019.

Please contact me if you have any questions regarding this matter.

Sincerely,

Devin D. Parram

Attachment

cc: Alla Magaziner-Tempesta (w/Attachment)



October 14, 2019

<First> <Last> or Current Resident  
<Mailing Address>  
<Mailing City>, <Mailing State> <Mailing Zip>

IMPORTANT INFORMATION FROM  
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL  
AND AEP ENERGY REGARDING YOUR ELECTRICITY  
SERVICE AT  
<S ADDRESS>

Dear <First> <Last>:

**The Southeast Ohio Public Energy Council announces an electric price of 5.586 cents per kWh through May 2020.**

The elected officials of your community continue to represent you through SOPEC, a non-profit council of governments aggregator. **Beginning November 5, 2013, SOPEC member community 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 Council approved a Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code.** SOPEC has combined the purchasing power of our members, the Village of Chauncey, the Village of New Straitsville, the Village of Shawnee, and the City of Logan to bring you this offer. SOPEC will provide residents and businesses in your community with peace of mind on their electricity supply. Under this arrangement, AEP Energy continues as SOPEC’s preferred electricity supply provider. This special offer is exclusive for eligible residences and businesses of SOPEC member communities because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company and a subsidiary of American Electric Power (AEP).

**SOPEC’S ELECTRIC AGGREGATION PROGRAM IS A SMART CHOICE:**

**Enjoy peace of mind.** Through the SOPEC Electric Aggregation Program, starting with the **November 2019** billing cycle, depending on your meter-read date, eligible residences and businesses will receive the price of **5.586 cents per kWh** for your electricity supply charges for a period of **seven (7) months**.<sup>1</sup> You will find additional details of this program in the Terms & Conditions and Frequently Asked Questions on the back of this letter.

**Continue to Receive One Bill.** Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.


**No Cancellation Fee.** There is no charge to cancel your contract at any time.


**YOU WILL AUTOMATICALLY BE ENROLLED.**

You don’t have to do anything and there is no cost to enroll in this exclusive program. All eligible residents and businesses located in the community will automatically be enrolled in the program unless you choose to opt-out by following the instructions listed below.

**HOW DO I OPT-OUT?**

If you do not wish to participate in this program, you must opt-out by November 4, 2019. There are two ways to opt-out:

- 

Phone - Call AEP Energy Customer Care Team toll free at 1-877-726-0214  
Monday - Friday from 8:00 am to 7:00 pm EST & Saturday from 9:00 am to 1:00 pm EST
- 

Mail - Complete the Electric Aggregation Opt-Out Election Form below and return it to the address listed on the form by November 4, 2019

Respectfully,

SOPEC & AEP Energy

AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.



**THE SOPEC 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 November 4, 2019 for your “opt-out” to be effective.

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

**IMPORTANT NOTICE:** By returning this signed form, I affirmatively elect NOT to participate in the SOPEC Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to opt-out of the SOPEC Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to opt-out no later than November 4, 2019. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the SOPEC Electric Aggregation Program. I assume all responsibility to send the Opt-Out Election Form or to call AEP Energy.

**Complete form and mail to:**

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

# FREQUENTLY ASKED QUESTIONS

**What is the Southeast Ohio Public Energy Council (“SOPEC”)?** SOPEC is a recently formed non-profit regional council of governments, comprised of member counties, cities and villages, including your community. SOPEC has been certified by the Public Utilities Commission of Ohio (“PUCO”) as a governmental electricity aggregator.

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

SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the residents of SOPEC’s member communities, beginning with the November 2019 billing cycle for a period of seven (7) 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.

**Why is this an “opt-out” program?** It enables AEP Energy to offer a lower group rate based on the community’s size.

**Why did SOPEC select AEP Energy as its provider?** SOPEC selected AEP Energy because they were able to propose a program that represented the best overall value for eligible households and businesses.

**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 SOPEC Electric Aggregation Plan, simply ignore that letter.** No deposits are required to enroll.

**When will this program start?** The SOPEC Electric Aggregation Program will begin with the November 2019 meter-read date.

**What is my price?** SOPEC has ensured that, beginning with the November 2019 meter-read date, you will receive an electricity generation price of 5.586 cents per kWh for seven (7) 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 available for AEP Energy’s charges (Generation charges) for residential customers only. The Budget Billing Plan levels your monthly payments to even out the seasonal highs and lows of your monthly bills. You’ll have more certainty and can better manage your electricity expenses. Please visit [www.AEPenergy.com](http://www.AEPenergy.com) for more information.

**Can I cancel at any time?** Yes, you may cancel without penalty and switch to another provider or revert back to 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, SOPEC can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households and businesses. If at that time, the program has not produced the savings originally anticipated for customers, SOPEC 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.

**If I opt-out initially, can I choose to join the program at a later date?** Yes, if you opt-out initially and change your mind later on, you may join by calling AEP Energy at 1-877-726-0214.

**What happens if I move?** If you move to another location within your community, you will be able to continue participating in the program. If you leave community, you will no longer be eligible to participate.

**What is considered a small commercial business?** Any eligible small business located in the community that uses less than 700,000 kWh annually can participate in the Electric Aggregation Program because they are considered to be a non-mercantile customer as defined by Ohio Administrative Code.

Unless you affirmatively “opt-out” by November 4, 2019, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified communities 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 SOPEC and AEP Energy. <sup>1</sup>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](http://AEPenergy.com).

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



TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the May 2020 billing cycle ("Term").	<b>Residential Customers:</b> Through the May 2020 billing cycle, <u>5.586 ¢ per kWh</u> . <b>Small Commercial Customers:</b> Through the May 2020 billing cycle, <u>5.586 ¢ 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, for any reason by providing AEP Energy with thirty (30) calendar days' prior written or verified telephone notice. See <b>Section 6</b> for details.	Your Agreement will terminate after the initial term. See <b>Section 8</b> for details.

**TERMS AND 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 Southeast Ohio Public Energy Council's ("SOPEC") aggregation program, which is governed by the Government Aggregation Master Retail Supply Agreement dated December 9, 2014 between SOPEC and AEP Energy as amended ("SOPEC Agreement"). Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we", "us", and "our" also refer to AEP Energy, and the words "you", "your", and "I" refer to the customer.

**DEFINITIONS.** "CRES" provider means, as defined by Chapter 4901:1-21 of the Substantive Rules applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the supply of firm full requirements retail electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a CRES 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.** 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, the price will be as stated above under the heading "Generation Service Charges." 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. During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined full requirements Generation Service and Generation-Related Charges as specified in "Generation Service Charges" listed above including any applicable taxes, if any. For the "Term" listed above, all kilowatt-hours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified above. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$40 to \$50 per month in such EDU charges and fees. Subject to the terms and conditions of the SOPEC Agreement, 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. Any such Change in Law or Regulation may include, but is not limited to, implementation of changes to or adjustments in the implementation of PJM settlements or new or changed PJM and EDU charges for transmission, capacity and ancillary services, or generation adequacy rules, regulations implementing installed capacity obligations, emission allowance requirements, obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls) or otherwise. 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 with the next available meter-reading following: a) the seven (7) day rescission period and b) acceptance of your enrollment by your EDU, and will continue through the May 2020 billing cycle, 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 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. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half 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.

**6. Cancellation/Termination Provisions/Failure to Pay/AEP Energy Default.** 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, for any reason by providing AEP Energy with thirty (30) calendar days' prior written or verified telephone notice. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. Should you cancel service with AEP

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

**7. Customer Consent and Information Release Authorization.** By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: 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 your 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, billing questions, disputes and complaints by phone at 1-877-726-0214 (toll-free), Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. Our web address is [AEPenergy.com/help](http://AEPenergy.com/help). If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). 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](http://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. 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. AEP Energy's environmental disclosure statement is available for viewing on our website at [AEPenergy.com](http://AEPenergy.com). You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

**11. Warranty and Force Majeure.** AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. Certain causes and events are out of the reasonable control of AEP Energy and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, or other acts of any governmental authority (including the 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 control (each such cause, a "Force Majeure Event").

**12. REMEDIES.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED

TO THE LIQUIDATED DAMAGES IN SECTION 6 AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**13. Your Liability.** You assume full responsibility for retail electricity furnished to you at the delivery point(s) and on your side of the delivery point(s).

**14. Assignment.** You shall not assign this Agreement or 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.

**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, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information, call 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 visit [AEPenergy.com/help](http://AEPenergy.com/help).

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/4/2019 1:29:39 PM**

**in**

**Case No(s). 14-0936-EL-GAG**

Summary: Opt-Out Notice for SOPEC Member Communities of Chauncey, Logan, New Straitsville, and Shawnee electronically filed by Teresa Orahod on behalf of Devin D. Parram