

FILE

**Ohio****Public Utilities  
Commission**

<b>Original GAG Case Number</b>	<b>Version</b>
<b>10 - 1231 -EL-GAG</b>	<b>August 2004</b>

**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 Fulton County Board of Commissioners  
 Address 152 South Fulton Street, Suite 270, Wauseon, OH 43567-3309  
 PUCO Certificate # and Date Certified 10-283E; September 25, 2018  
 Telephone # (419) 337-9255 Web site address (if any) www.fultoncountyoh.com

**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

**This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.**

Technician A Date Processed 7/22/20

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 Andrea Flowers  
Title Energy Program Manager  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone # (419) 539-9180 Fax # (419) 539-9185  
E-mail address aflowers@palmerenergy.com

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

Name Andrea Flowers  
Title Energy Program Manager  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone # (419) 539-9180 Fax # (419) 539-9185  
E-mail address aflowers@palmerenergy.com

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

Customer Service address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Toll-free Telephone # (419) 539-9180 Fax # (419) 539-9180  
E-mail address aflowers@palmerenergy.com

  
Signature of Applicant & Title

Sworn and subscribed before me this 30<sup>th</sup> day of June, 2020  
Month Year

  
Signature of official administering oath

Jon Rupp Commissioner  
Print Name and Title

My commission



**TERI SUAREZ**  
Notary Public - State Of Ohio  
My Commission Expires March 5, 2025

# **AFFIDAVIT**

State of Ohio :

County of Luton :

\_\_\_\_ ss.  
(Town)

Jon Rupp, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Board President (Office of Affiant) of Fulton Co. Commission (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.

Jon Rupp Commissioner  
Signature of Affiant & Title

Sworn and subscribed before me this 30<sup>th</sup> day of June, 2020  
Month Year

Teri Suarez  
Signature of official administering oath

Jon Rupp Commissioner  
Print Name and Title



My Commission Expires on TERI SUAREZ  
Notary Public - State Of Ohio  
My Commission Expires March 5, 2025

Submitted to:  
The Public Utilities Commission of Ohio

Renewal Certification Application for a  
Governmental Aggregator

**Fulton County, Ohio**

Fulton County  
152 S. Fulton Street  
Suite 270  
Wauseon, OH 43567

# **Exhibit A-2**

## **Authorizing Ordinance**

FEB 18 2010 PM 12:50

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE FULTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

The Board of County Commissioners of Fulton County, Ohio met in regular session pursuant to notice, on February 18, 2010 at 152 South Fulton Street, Wauseon, Ohio, with the following members present:

Dean Genter, Paul Barnaby and Joseph D. Short

Commissioner *Short* moved for the adoption of the following resolution:

WHEREAS, the Ohio legislature has enacted electric deregulation legislation which authorizes the legislative authorities of counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, governmental aggregations provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually, and

WHEREAS, the Board of County Commissioners of Fulton County seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the unincorporated area of the County.

NOW, THEREFORE, BE IT RESOLVED but the Board of County Commissioners of Fulton County, State of Ohio:

#### Section 1. BEST INTERESTS OF THE COUNTY

The Board of County Commissioners of Fulton County has concluded that it is in the best interest of the County, its residents and businesses located within the territorial limits of the County to establish this aggregation program in the unincorporated area of the County.

#### Section 2. APPROVAL BY THE ELECTORATE

The aggregation program must be approved by the electors of the County pursuant to Section 3 of this Resolution. Upon approval by the electorate the County is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code, the retail electric loads (customers) located within the unincorporated area of the County, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The County may exercise such authority jointly with any other municipal corporation, County, or other political subdivision of the State of Ohio.

#### Section 3. BALLOT LANGUAGE

The Board of Elections of Fulton County is hereby directed to submit the following question to the electors of Fulton County at the election on May 4<sup>th</sup>, 2010:

Shall the Board of County Commissioners of the County of Fulton have the authority to aggregate the retail electric customers located in the unincorporated area of the County, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, said conversion to the aggregation program occurring automatically unless the customers choose to opt out of the program?

FILED

FEB 18 2010

*Kathy A. Meyer*  
Fulton County Board of Elections, Wauseon, Ohio

The Clerk of the Board of Fulton County is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Fulton County Board of Elections not less than seventy-five days prior to the special election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

**Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.**

Upon approval of a majority of the electors voting at the special election provided for in Section 3 of this Resolution, the Board of County Commissioners of Fulton County may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of County Commissioners of Fulton County shall hold a least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the County prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of County Commissioners shall aggregate the electric load of any electric load center within the County unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (D) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

**Section 5.**

It is hereby found and determined that all formal actions of this Board of County Commissioners of Fulton County concerning and relating to the passage of this resolution were adopted in an open meeting of this Board of County Commissioners of Fulton County and that the deliberations of this Board of County Commissioners of Fulton County and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

This resolution was seconded by Commissioner Barnaby and upon calling the roll, the following vote was taken:

Voting Aye thereon:

Voting Nay thereon:

Abstain:

Dean Genter  
Dean Genter

Dean Genter  
Dean Genter

Dean Genter  
Dean Genter

Paul Barnaby  
Paul Barnaby

Paul Barnaby  
Paul Barnaby

Paul Barnaby  
Paul Barnaby

Joseph D. Short  
Joseph D. Short

Joseph D. Short  
Joseph D. Short

Joseph D. Short  
Joseph D. Short

**BOARD OF COUNTY COMMISSIONERS  
FULTON COUNTY, OHIO**

Attest:


Jennifer Connors  
Jennifer Connors, Clerk



**CERTIFICATE  
RESOLUTION 2010-156**

I, Jennifer L. Connors, Clerk of the Board of County Commissioners of Fulton County, Ohio, do hereby ***CERTIFY*** that the foregoing resolution was taken and copied from the record of proceedings of said County and is a true and accurate copy thereof.

SEAL

  
\_\_\_\_\_  
Jennifer L. Connors, Clerk  
Fulton County Board of Commissioners

# **Exhibit A-3 Operation and Governance Plan**

## RESOLUTION 2010-761

In the Matter of Resolution Approve Fulton ) Office of County Commissioners  
County Electric Power Aggregation Plan ) Fulton County, Ohio  
Of Operation and Governance ) August 19, 2010

The Board of County Commissioners of Fulton County, Ohio met in regular session pursuant to notice, on August 19, 2010, at 152 South Fulton Street, Wauseon, Ohio, with the following members present:

Commissioners ~~Dean Genter~~, Paul Barnaby and Joseph D. Short.

Commissioner Short moved for the adoption of the resolution herein.

WHEREAS, Ohio legislature has enacted electric deregulation legislation which authorized the legislative authorities of a county to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, the Fulton County Board of Commissioners of Fulton County concluded it to be in the best interest of the County, its residents, and businesses located within the territorial limits of the county to establish this aggregation program in the unincorporated areas of the County and on February 18, 2010, passed a Resolution (2010-156) to authorize all action necessary to effect a governmental aggregation program with opt-out provisions, pursuant to ORC §4928.20, directing the Fulton County Board of Elections to submit a ballot question to the electors; and

WHEREAS, pursuant to Resolution (2010-156), the Board of Elections submitted the ballot question to the electors of Fulton County at an election held May 4, 2010 and the electors voted in the affirmative of the Board of Commissioners of Fulton County having the authority to aggregate the retail electric customers located in the unincorporated area of the County, and for that purpose, enter into service agreements to facilitate for those customers the sale and purchase of electricity, said conversion to the aggregation program occurring automatically unless the customers choose to opt out of the program; and

WHEREAS, after receiving an affirmative vote from a majority of the electors of the county, ORC §4928.20(C) requires the Board of Commissioners to hold two (2) public hearings on the Plan of Operation and Governance before the adoption thereof; and

WHEREAS, said hearings were held on August 2, 2010 and August 5, 2010, pursuant to public notice in the Fulton County Expositor, a newspaper of general circulation in Fulton County, on July 13, 2010 and July 20, 2010; and

WHEREAS, the Board of Commissioners of Fulton County, Ohio, is desirous of adopting the Fulton County Electric Power Aggregation Plan of Operation and Governance, as attached hereto and incorporated herein by reference, for the implementation and administration of the County's electric aggregation program in accordance with ORC §4928.20(C) and further, authorizing Dean Genter, Board President, to execute the Certification Application for Governmental Aggregators and Affidavit for submitting to the PUCO; and

THEREFORE BE IT RESOLVED, the Board of Commissioners of Fulton County hereby adopt the Fulton County Electric Power Aggregation Plan of Operation and Governance as attached hereto and incorporated herein by reference, for the implementation and administration of the County's electric aggregation program in accordance with ORC §4928.20(C) and authorize Dean Genter, Board President, to execute the Certification Application for Governmental Aggregators and Affidavit for submitting to the PUCO; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Fulton, State of Ohio that it is found and determined that all formal actions of this Board of County Commissioners, County of Fulton, State of Ohio concerning the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Commissioner Barnaby seconded the resolution and upon calling the roll, the following vote was taken:

Voting Aye thereon:

Voting Nay thereon:

Abstain:

Dean A. Genter

Dean A. Genter

Dean A. Genter

Paul D. Barnaby  
Paul D. Barnaby

Paul D. Barnaby

Paul D. Barnaby

Joseph D. Short  
Joseph D. Short

Joseph D. Short

Joseph D. Short

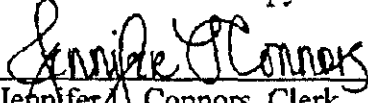
BOARD OF COUNTY COMMISSIONERS  
FULTON COUNTY, OHIO

Attest: Jennifer L. Connors  
Jennifer L. Connors, Clerk

**CERTIFICATE  
RESOLUTION 2010-761**

I, Jennifer L. Connors, Clerk of the Board of County Commissioners of Fulton County, Ohio, do hereby ***CERTIFY*** that the foregoing resolution was taken and copied from the record of proceedings of said County and is a true and accurate copy thereof.

SEAL

  
\_\_\_\_\_  
Jennifer L. Connors, Clerk  
Fulton County Board of Commissioners

# **County of FULTON Electric Power Aggregation Plan of Operation and Governance**

**Adopted by:  
Fulton County Board of Commissioners  
August 19, 2010**

# **Fulton County Electric Power Aggregation Plan of Operation and Governance**

## **I. INTRODUCTION**

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

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

## **II. PROCESS**

On May 4, 2010, Fulton County voters in the unincorporated areas approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all TE residential and certain business customers in the County are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the County Commissioners passed legislation that authorized submitting the selection of opt-out aggregation to the County's voters.

In addition to obtaining necessary County Commissioner's approvals, the County is also required to comply with various PUCO regulations. The County will file an application with the PUCO for certification as a Government Aggregator as soon as the County Commissioners Approves the Plan, on or about August 19, 2010. As required by the regulations, the County developed this Aggregation Plan of Operation and Governance ("Plan"). On July 13, 2010, and July 20, 2010, the County advertised the Public hearing dates to discuss the Plan in the Fulton County Expositor. As required by the PUCO's regulations, two hearings were conducted, on August 2, 2010, and August 5, 2010. The Opt-out notice for the County's Program will be sent to all eligible electric customers in the County upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Fulton County Commissioners on June 1, 2010 the County selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Fulton County Aggregation Program at this time. Under this program, Toledo Edison (TE) will still deliver the electricity purchased from the County's provider, FES, to eligible customers; customers will receive only one bill (from TE), and all metering, repairs and emergency service will continue to be provided by TE.

### III. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by the Fulton County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide TE customers in the County with retail electric generation services.

"Government Aggregator" means the County and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" means a person enrolled in the Fulton County government Aggregation Group for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the County to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

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



#### IV. OPERATIONAL PLAN:

##### A. Aggregation Services

1. **Provider:** Fulton County will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The County has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

2. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Toledo Edison account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the County, and (iv) move into the County and desire to enter the Program. This database shall also be capable of eliminating Percentage of Income Payment Plan (PIPP) customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. **Member Education:** The Retail Electric Generation Provider will develop, with the assistance of the County, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider. See Appendix A for a detailed description of the Education Process.

4. **Customer Service:** The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

5. **Billing:** Fulton County will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Toledo Edison will render the billing statement, which should be consistent with all applicable guidelines

issued by the PUCO. As this market develops, Fulton County may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

6. **Compliance Process:** The Retail Electric Generation Provider will develop internal controls and processes to ensure that the County remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

7. **Notification to Toledo Edison:** The County's eligible TE consumers that do not opt-out of the County's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the County's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that TE requires notification of participation, the County will coordinate with its Provider to provide such notice to TE. The Provider will inform TE of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

**B. Power Supply Agreement**

**The Power Supply Agreement will provide for the Provider to serve the County's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.**

**C. Fulton County's Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)**

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Fulton County.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with TE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.
- Has the corporate structure to sell retail firm power to the TE customers in the County.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the TE retail electric customers in Fulton County.

- Has the marketing ability to reach all TE retail electric customers to educate them on the County's Aggregation Program.
- Has a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the County's aggregation program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the TE retail electric customers in the County.
- Satisfies the State of Ohio's, FirstEnergy's and the County's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the County in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the County in developing a Consumer Education Plan.

#### D. Activation of Service

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

#### E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all eligible TE customers in the County will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to TE's Standard Service Offer.

#### F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to TE's Standard Service Offer upon termination.

#### G. Opt-In Procedures

Eligible TE customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider

that they do not want to participate. Eligible TE consumers in the County may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the County and the Provider. The agreed upon policy shall be consistent with TE's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the County shall retain their participant status.

H. Opt-out Procedures

Eligible TE consumers may opt-out of the County's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the County. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a switching fee (\$25 for Residential and \$50 for Small Commercial) to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to TE's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

**May 2010 – May 2019\*:**

Rate RS – Standard Residential Rate	Rate GS – General Service to 199 KWd
2010 – 6% Discount	2010 – 4% Discount
2011 – 6% Discount	2011 – 4% Discount
2012 – 6% Discount	2012 – 4% Discount
2013 – 6% Discount	2013 – 4% Discount
2014 – 6% Discount	2014 – 4% Discount
2015 – 6% Discount	2015 – 4% Discount
2016 – 6% Discount	2016 – 4% Discount
2017 – 6% Discount	2017 – 4% Discount
2018 – 6% Discount	2018 – 4% Discount
May 2019 – 6% Discount	May 2019 – 4% Discount

National accounts (e.g. McDonald's, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. County Commissioners shall approve through Resolution the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County shall contact with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The County will require any Provider to maintain either a toll free telephone number, or a telephone number that is local to County residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund of Fulton County and/or by the Selected Provider. None of these costs shall be added to Member bills.
- F. As part of the Opt-Out process, the County will notify eligible customers of the terms and calculations of any deferrals, if applicable, as well as the County's decision, if applicable, to elect not to receive standby service from the utility and any customer impact as a result of that election.
- G. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County Program Members.

VI. LIABILITY

THE COUNTY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE COUNTY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from Fulton County free of charge. Call the Office of the Fulton County Commissioners at 419-337-9255.

**Any electric customer, including any participant in the County's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or EDU. The PUCO may be reached toll free at 1-800-686-7826. For all TDD/TYY calls, the PUCO may be reached at 1-800-686-1570.**

## **Appendix A -- Education Process**

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

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

## **Appendix B --- Customer Service Plan**

### **A. Member Access:**

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

**\_\_\_\_\_ Corporation**  
**Address:** \_\_\_\_\_  
**County:** \_\_\_\_\_, \_\_\_\_\_  
**Toll-free telephone number:** 1-\_\_\_\_\_  
**Hours:** \_\_\_\_\_

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

### **B. Member Complaints:**

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
  - a. The consumer, when the complaint is made directly to Provider; or
  - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer, the County and its consultant or, if applicable, to the consumer, the County, its consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The Provider shall inform the consumer, or the consumers, the County, its consultant, and the Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the County, its consultant and the Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider shall provide the consumer with the current address,



local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. *Provider shall make good faith efforts to resolve disputes.*

C. Member Billing and Payments

1. The Provider shall arrange for Toledo Edison or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of Toledo Edison, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
  - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d. For Member-generators with net metering contracts, a statement of the net metered generation;
  - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
  - f. An identification of the provider of each service appearing on the bill;
  - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:

- a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
  - b. Current balance of the account, if a residential Member is billed according to a budget plan;
  - c. Options and instructions on how Members may make their payments;
  - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
  - f. The Toledo Edison 24-hour local/toll-free telephone number for reporting service emergencies;
  - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
  - h. An explanation of any codes and abbreviations used.
- 3. If applicable, the provider, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
  - 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
  - 4. The County and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

# **Exhibit A-4**

## **Automatic Aggregation Disclosure & Customer Education**



March 30, 2020

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

IMPORTANT INFORMATION FROM  
FULTON COUNTY AND AEP ENERGY  
REGARDING YOUR ELECTRICITY SERVICE AT

<5 ADDRESS>

Dear <First> <Last>:

**Fulton County sets a new secure electric price of 4.897 cents per kWh for your electricity supply charges.**

We are pleased to announce that Fulton County is providing its residents and businesses with an opportunity to save money on their electricity supply. **On May 4, 2010, Fulton County 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 County approved a Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code.** Under this arrangement, AEP Energy has been selected as Fulton County's preferred electricity supply provider. This special offer is exclusive for eligible residents and businesses of the County because, through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company.

#### THE COUNTY ELECTRIC AGGREGATION PROGRAM IS A SMART CHOICE:

**Receive Protection with a Secure Price.** Through the County Electric Aggregation Program, eligible residents and businesses will receive the price of **4.897 cents per kWh for a period of twelve (12) months' starting with the May 2020 meter-read date.** 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 April 20, 2020. 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 April 20, 2020

Respectfully,

Fulton County & 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 FULTON COUNTY 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:



I elect not to participate in the County 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 County 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 County 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 April 20, 2020. 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 County 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: County Electric Aggregation Program  
PO Box 3189  
Chicago, IL 60654

This form must be postmarked no later than April 20, 2020 for your opt-out to be effective.

Enclosed Terms & Conditions Version: 03-18-19-01\_FUL\_AGG\_SC&ResCon  
FE20-03-30\_FULTON\_RF\_AGGRI\_AQ & FE20-03-30\_FULSC\_RF\_AGGRI\_AQ\_1

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## FREQUENTLY ASKED QUESTIONS

**What is the County Electric Aggregation Program?** Under the County Electric Aggregation Program, the County 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 County approved this aggregation program and the County Commission passed an ordinance adopting this Electric Aggregation program.

The County has selected AEP Energy as their preferred electricity supply provider to serve their residents and businesses beginning with the May 2020 meter-read date for twelve (12) 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 did the County select AEP Energy as its provider?** The County 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, Toledo Edison, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the County Electric Aggregation Plan, simply ignore that letter.** No deposits are required to enroll.

**When will this program start?** The County Electric Aggregation Program will begin with the May 2020 meter-read date.

**What is my price?** Fulton County has ensured that, beginning with the May 2020 meter-read date, you will receive an electricity generation price of 4.897 cents per kWh for twelve (12) months.

**Where do I send payment?** You will continue to receive one bill each month from Toledo Edison, your local utility. The amount that you owe to AEP Energy will be stated separately on your bill and you will continue to send payments to your local utility only.

**Is budget billing available?** A Budget Billing Plan is now available for AEP Energy's charges (Generation charges) 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 Toledo Edison, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers. You will also be provided the ability to opt out every three years without penalty.

**What happens at the end of the program?** As the program draws to a close, the County 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, the County can also choose to end the program, at which time participants would be notified of their options for continuing in a different program with AEP Energy, switching to another provider, or reverting back to the local utility.

**Why is this an "opt-out" program?** It enables AEP Energy to offer a lower group rate based on the County's size.

**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 or by visiting [AEPenergy.com/aggregation](http://AEPenergy.com/aggregation).

**What happens if I move?** If you move to another location within Fulton County, you may be able to continue participating in the program. If you leave Fulton County, 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 April 20, 2020, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified county receiving electric service from Toledo Edison or AEP Energy (in the Ohio Edison service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the County and AEP Energy. AEP Energy's price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to AEP Energy, PO Box 3469, 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.



An Accredited  
Member Since 2009



An AEP Company

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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the May 2021 meter read date ("Term").	<b>Residential Customers:</b> 4.897¢ per kWh. <b>Small Commercial Customers:</b> 4.897¢ per kWh. Price is for Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Services and other Non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See <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 the interconnection (the "Delivery Point") of your local electric public utility or any successor entity that distributes electricity to you ("EDU") based on your usage. Your local electric public utility will continue to be your EDU. All of your retail electric energy service will be supplied and delivered under your community's electric aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Electric Supply Agreement between the relevant government aggregator and AEP Energy (the "Program Agreement"). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program "opt-out" election form (as included in any informational letter provided with this Agreement) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent "opt-out" process) that enters into this Agreement directly with AEP Energy, in each case, subject to any exercise of your rescission right (as described under "Right of Rescission"). 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" refer to AEP Energy, and the words "you" and "your" refer to the customer.

**CERTAIN DEFINITIONS:** "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Substantive Rules applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a

CRES provider provides Generation Service. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "Distribution Service" means the physical delivery of electricity to customers by the EDU. "Billing Cycle" means, with respect to a customer account, the monthly period between meter read dates during the Term.

**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 orally at the designated toll-free or local number in such letter or in writing 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 service 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 service 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.** Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. 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 that is not current on their Non-bypassable utility charges and fees.

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**2. Price.** Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the "Term" (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under "Generation Service Charges" for all kilowatt-hours ("kWh") of all applicable combined Generation Service and Generation-Related Charges metered by the EDU. You are responsible for, and your price does not include, applicable state and local taxes and/or Non-bypassable utility charges and fees, which will be billed by the EDU. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service, Transmission Service, and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$40 to \$50 per month in such EDU charges and fees. In the event that there is any new, or any change in existing, law, regulation, rule, statute, order, filed tariff, decision, judgment, decree, or other event, including any change in any formula rate calculation, or any change in any interpretation or application of any of the foregoing, by a governmental authority, EDU, Independent System Operator, Regional Transmission Organization ("RTO"), such as PJM Interconnection, L.L.C., or other regulated service provider (a "Change in Law"), and such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy will provide written notice requesting your affirmative consent and agreement, describing the Additional Costs, 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, at AEP Energy's option, either may (1) continue at the existing pricing and existing terms and conditions of this Agreement, or (2) 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). Any such automatic termination will be effective on the next available drop date as established by the EDU. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

**3. Term (Length of Agreement).** Your service from AEP Energy will begin on the start of service date determined by the EDU, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period and (b) acceptance of your enrollment by your EDU, and will continue for the Term (as listed in the table above), unless otherwise terminated, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. Your meter read date and the date of initiation of service are determined by your EDU; therefore we are not liable for any resulting delay in commencement of your service. This contract does not automatically renew.

**4. Billing.** Unless AEP Energy notifies you otherwise, 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 (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy offers budget billing for AEP Energy's charges to residential customers only. You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and

procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of 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, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges.

**5. Switching Fees and Exceptions.** Your EDU may charge you a switching fee. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within three (3) business days of notice.

**6. Cancellation/Termination Provisions/Failure to Pay.** If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. 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 (if applicable as described in the "Billing" section above). 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, characteristics of electricity service, address, telephone number, and account number(s).

**8. Contract Expiration.** At the end of its Term, this Agreement will expire. As prescribed by the PUCO, at least every three (3) years, you will be given the opportunity to "opt-out" of the 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, 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, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 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). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at <http://www.pickocc.org>.

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

**11. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.**

**12. Your Liability and Indemnification of AEP Energy.** You assume full responsibility for retail electricity supplied to you at and after the Delivery Point, and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses (including attorneys' fees), damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or

damages to property occurring at and after the Delivery Point, including upon your premises, arising out of or related to the Generation Service and/or your performance under this Agreement.

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

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

**15. Miscellaneous.** You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. 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 EDU. AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your utility rate code or meter type is changed and/or the account is no longer eligible for the Program. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at [AEPenergy.com](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. **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.**

**16. Contact Information; Notices.** 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). You agree and authorize that AEP Energy and/or its third party service providers may listen to, monitor, and/or record telephone your calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.