



**AEP Energy**  
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Columbus, OH 43215  
[aepenergy.com](http://aepenergy.com)

**Heather Parkman**

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August 15, 2022

**Via Electronic Filing**

Ms. Barcy F. McNeal

Docketing Division

Public Utilities Commission of Ohio

180 East Broad Street

Columbus, Ohio 43215

Re: Union Township Clermont, Case No. **16-0521-GA-GAG**

Dear Ms. McNeal:

Union Township Clermont has selected AEP Energy, Inc. to provide CRNGS service under its government aggregation program. Under Ohio Admin. Code §4901:1-28-04, a government aggregator must docket the final opt-out notice no more than thirty (30) days but no less than ten (10) days before sending the notice to customers.

Please find the attached final opt-out notices in the above referenced case, which will be mailed to all eligible customers in four batches with the:

- first batch to be mailed on or about August 26, 2022, and the opt-out period is currently scheduled to end on or about September 16, 2022;
- second batch to be mailed on or about September 2, 2022, and the opt-out period to end on or about September 23, 2022; and
- third batch to be mailed on or about September 9, 2022, and the opt-out period ending on or about September 30, 2022; and
- fourth batch to be mailed on or about September 16, 2022, and the opt-out period ending on or about October 7, 2022.

Please let me know if you have questions.

Sincerely,

Heather Parkman

Sales Support Specialist Lead

Enclosures

**BOUNDLESS ENERGY** <sup>SM</sup>



PO Box 189  
Baden, PA 15005-0189



IMPORTANT INFORMATION FROM  
UNION TOWNSHIP AND AEP ENERGY  
REGARDING YOUR NATURAL GAS SERVICE AT

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

<ADDRESS>

<Mail Date>

Dear <First> <Last>:

The Union Township Natural Gas Aggregation Program sets a secure price of \$0.839 per Ccf for your natural gas supply charges.

AEP Energy is pleased to announce that Union Township is providing its residents and small businesses with an opportunity to fix their natural gas supply rate compared to the local utility monthly variable rate. **On November 3, 2015, Union Township voters authorized by majority vote the creation of a Natural Gas Aggregation Program to seek lower natural gas rates for eligible residents and small businesses and the Township 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 Union Township’s preferred natural gas supply provider. This special offer is exclusive for eligible residents and small businesses of the Township because, through the power of volume buying, AEP Energy is able to secure natural gas supply at competitive rates. AEP Energy is an Ohio-based company.

THE TOWNSHIP NATURAL GAS AGGREGATION PROGRAM IS A SMART CHOICE:

**Receive Protection with a Secure Price.** Through the Township Natural Gas Aggregation Program, eligible residents and small businesses will receive the secure rate of **\$0.839 per Ccf** for a period of **twenty-four (24) months<sup>1</sup>** starting with the **October 2022** 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 natural gas 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 Township 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 <Opt\_Out\_Date>. There are two ways to opt out:



Call the AEP Energy Customer Care Team toll free at 1-888-659-3888 Monday - Friday from 8 a.m. to 7 p.m. & Saturday from 9 a.m. to 1 p.m. EST



Simply complete and sign the form below and return it by <Opt\_Out\_Date>. Mailing address - PO Box 189, Baden, PA 15005-0189

Respectfully,

Union Township & AEP Energy

AEP Energy is a competitive retail natural gas 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 UNION TOWNSHIP NATURAL GAS AGGREGATION OPT OUT ELECTION FORM

Please print clearly.

<First> <Last>  
<Service Address>  
<Service City>, <Service State> <Service Zip>

Account Holder’s Name: (Print)

\_\_\_\_\_

Account Number: <Account Number>  
<QR Code>

Phone: (\_\_\_\_\_)\_\_\_\_\_

Account Holder’s Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Email Address:

\_\_\_\_\_

☒ I elect not to participate in the Township Natural Gas Aggregation Program with AEP Energy.

Promo Code: <Customer Code>

**IMPORTANT NOTICE:** By returning this signed form, I affirmatively elect NOT to participate in the Township Natural Gas 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 Township Natural Gas Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-888-659-3888, to opt out no later than <Opt\_Out\_Date>. 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 Township Natural Gas 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: Township Natural Gas Aggregation Program  
PO Box 189  
Baden, PA 15005-0189

This form must be postmarked no later than <Opt\_Out\_Date> for your opt out to be effective.

Enclosed Terms & Conditions Version: 08.15.22OH\_DUKEGAS\_AGG\_NGSC&ResCon  
<Letter\_Code>

FREQUENTLY ASKED QUESTIONS

**What is the Township Natural Gas Aggregation Program?** Under the Township Natural Gas Aggregation Program, the Township acted on behalf of its residents and small businesses to select a natural gas supplier who, through the power of volume buying, is able to secure natural gas at competitive rates. The Public Utilities Commission of Ohio (“PUCO”) has taken steps to ensure that Ohio’s competitive natural gas environment is consumer-friendly. Voters in the Township approved this aggregation program and the Township Council passed an ordinance adopting this Natural Gas Aggregation program.

The Township has selected AEP Energy as their preferred natural gas supply provider to serve their residents and small businesses beginning with the October 2022 meter-read date for twenty-four (24) months.

**Who is AEP Energy?** AEP Energy is a certified retail electric and natural gas supplier and a subsidiary of American Electric Power Company, Inc. (AEP). With an office located in Columbus, Ohio, AEP Energy supplies natural gas to customers at a fixed rate rather than variable rates offered by your local utility.

**Why did the Township select AEP Energy as its provider?** The Township 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 utility’s standard service offer or until you choose an alternative natural gas service provider. However, if you do not respond to this letter, the local utility will complete the enrollment process. As a part of the enrollment process, you will also receive a notice from your local utility, Duke Energy Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the Township Natural Gas Aggregation Program, simply ignore that letter. No deposits are required to enroll.

**When will this program start?** The Township Natural Gas Aggregation Program will begin with the October 2022 meter-read date.

**What is my price?** Union Township has ensured that, beginning with the October 2022 meter-read date, you will receive a natural gas supply rate of \$0.839 per Ccf for twenty-four (24) months.

**Where do I send payment?** You will continue to receive one bill each month from Duke Energy Ohio, 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?** Yes, you can arrange Budget Billing through Duke Energy Ohio.

**Can I cancel at any time?** Yes, you may cancel without penalty and switch to another provider or revert back to Duke Energy Ohio, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may or 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 two years without penalty.

**What happens at the end of the program?** As the program draws to a close, the Township can choose to seek bids from natural gas 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 benefits originally anticipated for customers, the Township 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 Township’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 1-888-659-3888 or by visiting AEPenergy.com/aggregation

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


**What is considered a small commercial business?** A small commercial business has an annual consumption less than 5,000 Ccf or 500 Mcf per year and must be a non-mercantile customer as defined by Ohio Administrative Code.

Unless you affirmatively opt out by <Opt\_Out\_Date>, you will be automatically enrolled if you: a) have an eligible residence located in the specified township receiving natural gas service from Duke Energy Ohio or AEP Energy (in the Duke Energy Ohio service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the Township and AEP Energy. 'AEP Energy's natural gas price excludes certain taxes, utility distribution 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 1-888-659-3888, write to: AEP Energy, PO Box 189, Baden, PA 15005-0189 or visit AEPenergy.com.

If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at **1-888-659-3888**,  
Monday – Friday from  
8 a.m. to 7 p.m. and  
Saturday from 9 a.m. to 1 p.m. EST



94% Overall Customer Satisfaction Rating



An Accredited Member Since 2009



Over 100 Years of Industry Experience

Enclosed Terms & Conditions Version: 08.15.22OH\_DUKEGAS\_AGG\_NGSC&ResCon  
<Letter\_Code>

TERM	RETAIL NATURAL GAS SERVICE CHARGES	CANCELLATION FEE	RENEWAL
Until the October 2024 meter read date ("Term").	<b>\$0.839 per Ccf.</b> Price is for Retail Natural Gas Service. Price excludes any and all applicable taxes, utility Distribution Service charges, and other Non-bypassable utility costs, charges, and fees.	You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.	Your Retail Natural Gas Service will terminate after the Term. See <b>Section 8</b> for details.

**TERMS AND CONDITIONS.** These terms and conditions of enrollment in your community's natural gas aggregation program (the "Program") are disclosed to you pursuant to Section 4929.26(D) of the Ohio Administrative Code and Section 4901:1-28-04 of the Ohio Administrative Code (these "Terms and Conditions") and govern your Retail Natural Gas Service with AEP Energy, Inc. ("AEP Energy"). Please keep a copy for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Retail Natural Gas Service in Ohio. As a Competitive Retail Natural Gas Service ("CRNGS") provider, AEP Energy will supply Retail Natural Gas Service to the interconnection (the "Delivery Point") of your local natural gas public utility or any successor entity that distributes natural gas to you ("NGDC") based on your consumption and pursuant to these Terms and Conditions. Your local natural gas public utility will continue to be your NGDC. All of your Retail Natural Gas Service will be supplied and delivered under the Program, which is governed by the Government Aggregation Master Retail Natural Gas Supply Agreement between the relevant government aggregator (the "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 these Terms and Conditions) 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 agrees to be subject to these Terms and Conditions (i.e., "opts-in" to the Program), in each case, subject to any exercise of your rescission right (as described under "Right of Rescission"). Your NGDC then distributes or delivers the natural gas to you. Your Distribution Service will remain with your current NGDC, which is regulated by the PUCO. Your NGDC 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 Natural Gas Service provider" or "CRNGS provider" means an entity that sells commodity natural gas to retail customers in Ohio. "Retail Natural Gas Service" means the provision of natural gas to retail customers. "Non-bypassable utility costs, charges, and fees" means those NGDC charges and fees payable by you regardless of whether the NGDC or a CRNGS provider provides Retail Natural Gas Service. "Distribution Service" means the physical delivery of natural gas to

customers by the NGDC. "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 Retail Natural Gas Service from AEP Energy, your NGDC will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) business days following the postmark date of the confirmation letter by contacting your NGDC orally or in writing and following the instructions contained in the letter.

**OTHER IMPORTANT DISCLOSURES.** The pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the NGDC'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 NGDC's standard offer service rates during the Term. If you received any price comparison(s) in connection with your enrollment, by participating in the Program, you understand and agree that AEP Energy has informed you 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 small commercial customers with annual consumption less than 5,000 Ccf or 500 Mcf per year that are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) are eligible for participation in the Program. AEP Energy will refuse enrollment to any customer who is not current on their Non-bypassable utility costs, charges, and fees, unless the customer has entered into a plan with their NGDC to discharge any arrearages owed to the NGDC.

**2. Price.** Starting with the first Billing Cycle of 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 "Retail Natural Gas Service Charges" for each one hundred cubic feet ("Ccf") or all one thousand cubic feet ("Mcf") (as may be applicable) of all applicable Retail Natural Gas Service metered by the NGDC. You are responsible for, and your price does not include, any and all applicable state and local taxes and/or Non-bypassable utility costs, charges, and fees, which will be billed by the NGDC. In addition to AEP Energy's charges, you will be charged by your NGDC for Distribution Service and other Non-bypassable utility costs, charges, and fees. The PUCO does

not regulate AEP Energy's prices. Note that if, due to a change in market conditions, we wish to lower the price per Ccf or Mcf charged to you under these Terms and Conditions, we may do so without your consent, provided there are no other changes to these Terms and Conditions. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where 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 may pass through to you any such Additional Costs. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO.

**3. Term (Length of Service).** Your service from AEP Energy will begin on the start of service date determined by the NGDC, and these Terms and Conditions shall be considered effective, following: (a) the end of the seven (7) business day rescission period and (b) acceptance of your enrollment by your NGDC, and will continue for the Term (as listed in the table above), unless otherwise terminated or expired, ending on the date your NGDC effectuates your switch back to NGDC standard offer service or to another CRNGS provider. Your meter read date and the date of initiation of service are determined by your NGDC; therefore we are not liable for any resulting delay in commencement of your service. These Terms and Conditions do 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 NGDC that will contain both your NGDC and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). Your NGDC's normal billing standards apply, including budget billing. You will be responsible for payment of the utility consolidated bill in accordance with applicable NGDC billing rules and procedures. Failure by you to pay your NGDC bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your NGDC's tariff and the termination of your receipt of Retail Natural Gas Service from AEP Energy. Upon termination or expiration, you will be returned to your NGDC's applicable tariff service or you may switch to another CRNGS provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for Retail Natural Gas Service and may also contain any and all applicable taxes and Non-bypassable utility costs, charges, and fees. If at any time AEP Energy must send you a bill directly for Retail Natural Gas Service provided under these Terms and Conditions, 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 Retail Natural Gas Service, AEP Energy may terminate Retail Natural Gas Service 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.

**5. Switching Fees.** AEP Energy will pay any currently-charged switching fee charged by your NGDC pursuant to its PUCO-approved tariff.

**6. Cancellation/Termination Provisions/Failure to Pay.** If Retail Natural Gas Service are not rescinded during the rescission period, your enrollment will be sent to your NGDC. You may terminate your participation in the Program, without penalty at any time, including, without limitation, if you move outside the relevant jurisdictional territory applicable under the Program Agreement. You will remain responsible to pay AEP Energy for any

commodity natural gas supply used before your Retail Natural Gas Service 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 NGDC, an NGDC switching fee may apply under the NGDC's tariff, and the NGDC may charge a price for your service other than the standard rate that applies to other NGDC customers.

**7. Your Consent and Information Release Authorization.** By participating in the Program, you understand and agree to these Terms and Conditions. You authorize AEP Energy to obtain information from the NGDC that includes, but is not limited to: your billing history, payment history, historical and expected natural gas usage, meter-readings, characteristics of natural gas service, address, telephone number, and account number(s) for purposes of operation, maintenance, assignment, and transfer of your account.

**8. Expiration.** These Terms and Conditions will automatically expire on the earlier of the following dates: (A) at the end of the Term; (B) when the Program Agreement is suspended, is terminated, or expires; or (C) upon mutual written agreement between AEP Energy and the Governmental Aggregator, where permitted by the Governmental Aggregator's plan of operation and governance. As prescribed by the PUCO, at least every two (2) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your natural gas supply upon the expiration of these Terms and Conditions.

**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 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. Our web address is [AEPenergy.com/contact-us](http://AEPenergy.com/contact-us). If your complaint is not resolved after you have called AEP Energy, 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. CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL.** Both you and AEP Energy agree that all actions, suits and/or proceedings arising out of, related to, or in connection with these Terms and Conditions shall be brought in the plaintiff's or claimant's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY (INCLUDING ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AND ASSIGNS) AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS); AND (B) THE PARTY WHO INITIATES THE PROCEEDING OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE



PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. Nothing in these Terms and Conditions shall impair your right to make an informal or a formal complaint to the PUCO. YOU AND AEP ENERGY BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This section shall survive termination of these Terms and Conditions.

**11. Warranty and Force Majeure.** AEP Energy warrants title to all commodity natural gas 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 commodity natural gas service, but does not guarantee a continuous supply of natural gas. AEP Energy will not be responsible for any failure to commence or terminate Retail Natural Gas 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), accidents, strikes, labor troubles, required maintenance work, inability to access the NGDC's system, nonperformance by the NGDC 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 these Terms and Conditions, our performance under these Terms and Conditions shall be excused for the duration of such event.

**12. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, ANY LIABILITY UNDER THESE TERMS AND CONDITIONS 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 THESE TERMS AND CONDITIONS. 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 THESE TERMS AND CONDITIONS; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY. AEP ENERGY'S TOTAL LIABILITY UNDER THESE TERMS AND CONDITIONS WILL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES ON YOUR SINGLE LARGEST MONTHLY INVOICE FOR GENERATION SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM. NOTHING IN THESE TERMS AND CONDITIONS SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER OHIO OR FEDERAL CONSUMER PROTECTION LAWS.**

**13. Your Liability and Indemnification of AEP Energy.** You assume full responsibility for commodity natural gas 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 Retail Natural Gas Service and/or your performance under these Terms and Conditions.

**14. Assignment and Severability.** You shall not assign your rights under these Terms and Conditions without the prior written consent of AEP Energy. AEP Energy may, upon prior written notice but without your consent, assign these Terms and Conditions to another licensed CRNGS provider, including any successor, in accordance with the rules and regulations of the PUCO. Any provision or section of these Terms and Conditions declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under these Terms and Conditions.

**15. Choice of Law and Venue.** These Terms and Conditions 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 court action arising out of these Terms and Conditions shall be litigated exclusively in the federal court, if it has jurisdiction over the matter, or the state court, if there is no federal jurisdiction, located within Franklin County, Ohio. You and AEP Energy expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. You and AEP Energy further agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

**16. Miscellaneous.** You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. AEP Energy may not disclose your customer account number or any customer information for any purpose other than for operation, maintenance, assignment, and transfer of your account, or for performing collection and credit reporting activities, and may not disclose or use your social security number for any purpose other than to perform a credit check, without your express written or electronic authorization, except in accordance with rules 4901:1-29-06 and 4901:1-29-09 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the NGDC: operation and maintenance of the NGDC's system, any interruption of service, termination of service, or deterioration of the NGDC's service. In the event of a loss of service, you should contact your NGDC. AEP Energy reserves the right to re-price the applicable account(s). Consistent with the applicable PUCO rules, 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 reserves the right, at any time, to not enroll service to customer locations that do not meet the eligibility criteria, including those that consume more than 5,000 Ccf or 500 Mcf per year, and return you to the NGDC (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. This limitation applies to related accounts that individually may not exceed the 5,000 Ccf or 500 Mcf per year limit, but collectively may exceed such limit. These Terms and Conditions supersede all prior written or oral agreements or understandings. **AEP Energy is a competitive retail natural gas 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.**

**17. Contact Information and Notices.** AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, 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/contact-us](http://AEPenergy.com/contact-us). 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 the Program. 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.

Utility	Customer Service Phone Number
Columbia Gas of Ohio, Inc.	1-800-344-4077
Dominion Energy	1-800-362-7557
Duke Energy Corporation	1-800-774-1202 (Commercial) 1-800-544-6900 (Residential)
Vectren Corporation	1-800-227-1376

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**in**

**Case No(s). 16-0521-GA-GAG**

Summary: Opt-Out Notice Opt-Out Notice for Union Township (Clermont County)  
electronically filed by Kristina L. Woods on behalf of AEP Energy, Inc.