



1216 Lexington Ave., Suite 301  
Mansfield, OH. 44907  
www.trebellc.com

November 1, 2022

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad St.  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregator Renewal Application — Sandy Township, Tuscarawas County, OH.**

**CASE # 16-2229-EL-GAG**

Sandy Township is pleased to submit its application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure;

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricssuppliers.org



# Public Utilities Commission

Original GAG Case Number	Version
16- 2229-EL-GAG	August 2004

## RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

### A. RENEWAL INFORMATION

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

Legal Name Sandy Township, Tuscarawas County, Ohio

Address 4387 Cross Roads Road, Magbolia, Ohio 44643

PUCO Certificate # and Date Certified 16-1159E, December 18, 2020

Telephone # (330) 866-3451 Web site address (if any) \_\_\_\_\_

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

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

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

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 Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # 614.425.4885 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # 614.425.4885 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

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

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Toll-free Telephone # 877.861.2772 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

John M. McCarty Jr. Chairman GANDY TWP  
Signature of Applicant & Title

Sworn and subscribed before me this 21 day of September, 2022

Month

Year

Jennifer Ladrach  
Signature of official administering oath

Jennifer Ladrach, Notary  
Print Name and Title

My commission expires on 01-15-2023



# AFFIDAVIT

State of OHIO :

Magnolia ss.  
(Town)

County of Tuscarawas

John M. McLoughlin, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Sandy Township (Office of Affiant) of John M. McLoughlin (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.

John M. McGury Jr. Chairman Sandy Twp  
Signature of Affiant & Title

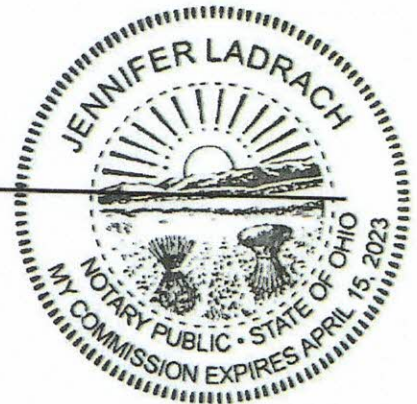
Sworn and subscribed before me this 21 day of September, 2022  
Month

Year

Jennifer Ladrach  
Signature of official administering oath

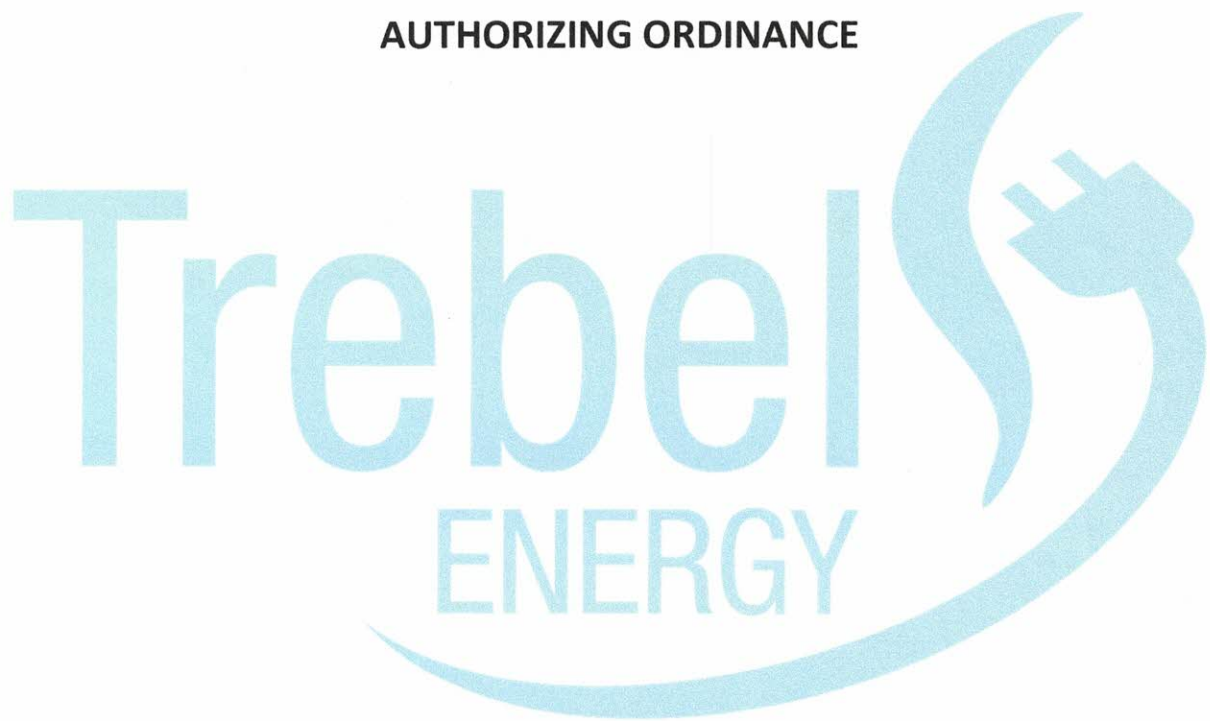
Jennifer Ladrach, Notary  
Print Name and Title

My commission expires on 04-15-2023



**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**



**RESOLUTION #2015-09**

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

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purpose and sale of electricity;

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, this Board of Trustees seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "aggregation program"), for the residents, businesses and other electric consumers in the township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF SANDY TOWNSHIP, STATE OF OHIO:

SECTION 1. This BOARD finds and determines that it is in the best interest of Sandy Township, its residents, businesses and other electric consumers located within the limits of Sandy Township, excluding the Village of Mineral City, to establish the Aggregation Program in Sandy Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Sandy Township, excluding the Village of Mineral City, pursuant to Section 2 of this Resolution, Sandy Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within Sandy Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Sandy Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Tuscarawas County is hereby directed to submit the following question to the electors of Sandy Township, excluding the Village of Mineral City, at the general election on November 3, 2015.

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

\_\_\_\_\_ FOR THE ELECTRIC AGGREGATION PROPOSAL

\_\_\_\_\_ AGAINST THE ELECTRIC AGGREGATION PROPOSAL

The Fiscal Officer of this Board is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 3, 2015. 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 2 and Section 4928.20 of the Ohio Revised Code.

**RESOLUTION #2015-09 Continued**

SECTION 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the Township 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 so 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 every three years without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. Notice of the adoption of this Resolution shall be given once by publishing the title of the Resolution in an abstract prepared by the Fiscal Officer Or County Prosecutor in the Sandy Township.

Motioned by Trustee Angelo Pirolozzi.

Trustee Michael Spillman seconded the motion to adopt the Resolution. On the roll call being called, the vote result was as follows:

All three Trustees voted in favor of same.

Trustee Angelo Pirolozzi - Yes

Trustee Michael Spillman - Yes

Trustee Willard Himes - Yes

*Angelo Pirolozzi*  
*Michael J. Spillman*  
*Willard H. Himes*

Passed this 19th day of May, 2015.

**FISCAL OFFICER'S CERTIFICATION**

I certify that this is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees at its meeting held on May 19, 2015, as was recorded by me in the official proceeding of the Board.

*Stacey Spillman*  
 STACEY SPILLMAN - FISCAL OFFICER

**Election Summary Report**  
**Tuscarawas County, Ohio**  
**2015 General Election**  
**Summary For Jurisdiction Wide, All Counters, All Races**  
**OFFICIAL CANVASS**  
**\*\*100% PRECINCTS REPORTING\*\***  
**\*\*81 OF 81 PRECINCTS REPORTING\*\***

Date: 11/23/15  
 Time: 10:05:54  
 Page: 12 of 14

Registered Voters 56275 - Cards Cast 31879 56.65%

Num. Report Precinct 81 - Num. Reporting 81 100.00%

13 - Sandy Two - Gas Aggregate		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	659/1323	49.8 %
Total Votes	601	
YES	323	53.74%
NO	278	46.26%

18 - Warwick Twp - Replacement		
	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Times Counted	850/1697	50.1 %
Total Votes	823	
For the Tax Levy	566	68.77%
Against the Tax Levy	257	31.23%

14 - Sandy Two - Electric Aggregate		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	659/1323	49.8 %
Total Votes	598	
YES	320	53.51%
NO	278	46.49%

19 - Wayne Twp - Replacement		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	436/994	43.9 %
Total Votes	409	
For the Tax Levy	234	57.21%
Against the Tax Levy	175	42.79%

15 - Sugarcreek Two - Additional		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	305/773	39.5 %
Total Votes	290	
For the Tax Levy	137	47.24%
Against the Tax Levy	153	52.76%

20 - York Twp - Replacement		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	517/882	58.6 %
Total Votes	502	
For the Tax Levy	392	78.09%
Against the Tax Levy	110	21.91%

16 - Lighthouse Bistro 1 - Local Option		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	399/759	52.6 %
Total Votes	386	
YES	287	74.35%
NO	99	25.65%

21 - Fairless Local SD - Substitute		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	34/53	64.2 %
Total Votes	33	
For the Tax Levy	10	30.30%
Against the Tax Levy	23	69.70%

17 - Lighthouse Bistro 2 - Local Option		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	399/759	52.6 %
Total Votes	389	
YES	272	69.92%
NO	117	30.08%

22 - Newcomerstown SD - Renewal		
	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Times Counted	1482/3145	47.1 %
Total Votes	1450	
For the Tax Levy	895	61.72%
Against the Tax Levy	555	38.28%

Sandy Township  
Resolution #2016-05

RESOLUTION

**A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE  
FOR ELECTRIC GOVERNMENTAL AGGREGATION**

WHEREAS, the Board of Trustees of Sandy Township desires to adopt a Plan of Operation and Governance for purposes of Electric Governmental Aggregation; and

WHEREAS, the Board of Trustees of Sandy Township has determined this resolution is in the best interest of the Township's residents, promotes the general welfare of said citizenry, and must be passed in order to optimize rates available for residents;

NOW THEREFORE, be it ordained by the Board of Trustees of Sandy Township, Ohio, as follows:

**SECTION ONE:**

The Board Of Trustees of Sandy Township adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).

**SECTION TWO:**

All prior Resolutions and Ordinances and parts of Resolutions and Ordinances which conflict with the provisions of this resolution are hereby repealed to the extent that they are in conflict herewith.

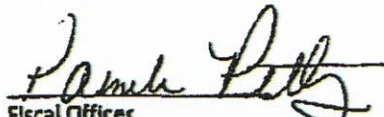
**SECTION THREE:**

The Resolution shall take effect and be in force immediately upon its passage.

PASSED:

ATTEST:

  
Chairman, Board Of Trustees

  
Fiscal Officer

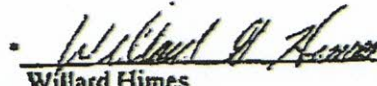
Approved. YES - 3

Date: 3/22/16

**Governing Board Signatures**

  
Angelo Pirolozzi

  
Michael Spillman

  
Willard Himes



)ss.

Robert J. Miller  
Representative Signature

Mary M Bodkins  
Notary Public



**Mary M. Bodkins**  
Notary Public, State of Ohio  
My Commission Expires 06-18-2018

**Publisher's Fee - \$371.38**  
**Size of ad - 2 x 5.25 display**  
**Customer Account - 137348**

### **PUBLIC HEARING NOTICE**

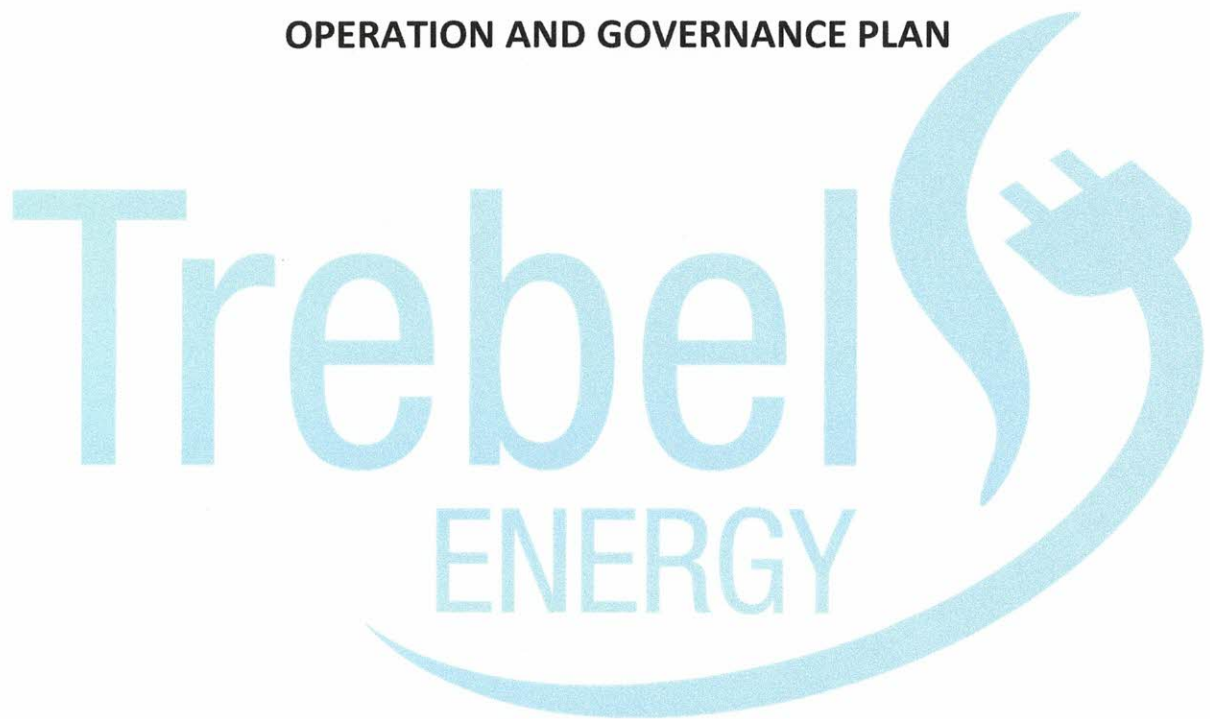
Pursuant to Sections 4928.20(C) and 4929.27(B) of the Ohio Revised Code, the Sandy Township Board Of Trustees (Tuscarawas County), Ohio shall conduct public hearings for the purpose of obtaining public input on the Plans of Operation and Governance of the electric and natural gas aggregation programs. The Plans of Operation and Governance include the following provisions: (1) service provided; (2) determination of rates; (3) opt-out procedures; (4) billing and credit; (5) switching fees; and, (6) participation in the aggregation programs. The Public Utilities Commission of Ohio may suggest other provisions to the Plan after its review.

All eligible customers who receive electric from AEP and natural gas service from Dominion East Ohio Gas - shall be included in the Township's aggregation programs. If an acceptable supply offer is received and accepted by the Township, eligible customers shall receive an opt-out letter for the electric program and the natural gas program explaining the rate and terms and conditions of each program.

The four public hearings shall be held at 4:00 P.M. Electric, 4:30 P.M. Natural Gas, 6:00 P.M. Electric, 6:30 P.M. Natural Gas on December 8, 2015; All hearings shall be conducted at the township offices/garage in Sandyville.

**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**



## **SANDY TOWNSHIP, OH, TUSCARAWAS COUNTY ELECTRIC AGGREGATION PROGRAM**

### **PLAN OF OPERATION AND GOVERNANCE**

**Introduction.** On November 3, 2015 a majority of the voters in Sandy Township, OH, in the County of Tuscarawas, approved a referendum that authorized Sandy Township (the "Township") to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, the Township Trustees approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Township has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

**Governmental Aggregation Services.** The Sandy Township Board of Trustees, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and the Aggregation participants, and (iii) oversee the enrollment procedures administered by the Provider.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator and shall identify the pricing or pricing methodology. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20 (I) will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-17 of the Ohio Administrative Code requires the Governmental Aggregator to request from the Utility for all customers residing within the governmental aggregator's boundaries, including those customers who have opted off the pre-enrollment list (i) a list of the names, account numbers, and service and mailing addresses for those residing within the Governmental Aggregator's boundaries, consistent with the information that is provided to other competitive retail electric service providers (ii) an identification of customers who are currently in contract with a certified electric services company other than the Provider or in a special arrangement with the electric utility, and (iii) an identification of mercantile customers. The following customers are not

eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Township intends to include in the Aggregation only those (a) residential and (b) non-mercantile customers under Rate Schedules GS1-4. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list, those customers who appear on the "do not aggregate" list maintained under division (c) of section 4928.21 of the Revised Code.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. In the event the Township determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or opting-out via the Provider's website address or returning a postcard to the provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee. The program can be for a duration of no less than one year and no more than three years at a time.

**Billing.** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a

full requirements basis without paying additional charges to the Utility or being subject to market-based rates, the Aggregation participants may be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code. As of the date of this Plan of Operation, the Utility does not have a separate charge for stand-by service.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

Natural of Complaint	Contact	Phone Number
Outages/Emergencies	AEP	1-800-672-2231
Service turn on/off	AEP	1-800-672-2231
Billing Disputes	AEP	1-800-672-2231
Price/Joining/Leaving Program	Supplier Customer Service	1-844-809-6841
Program Regulatory Questions	Supplier Customer Service	1-844-809-6841
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within three (3) calendar days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within five (5) calendar days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) calendar days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after

the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) calendar days, if requested.

**Moving within the Township.** Aggregation participants that move from one location to another within the Township's boundaries and retain the same account number will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

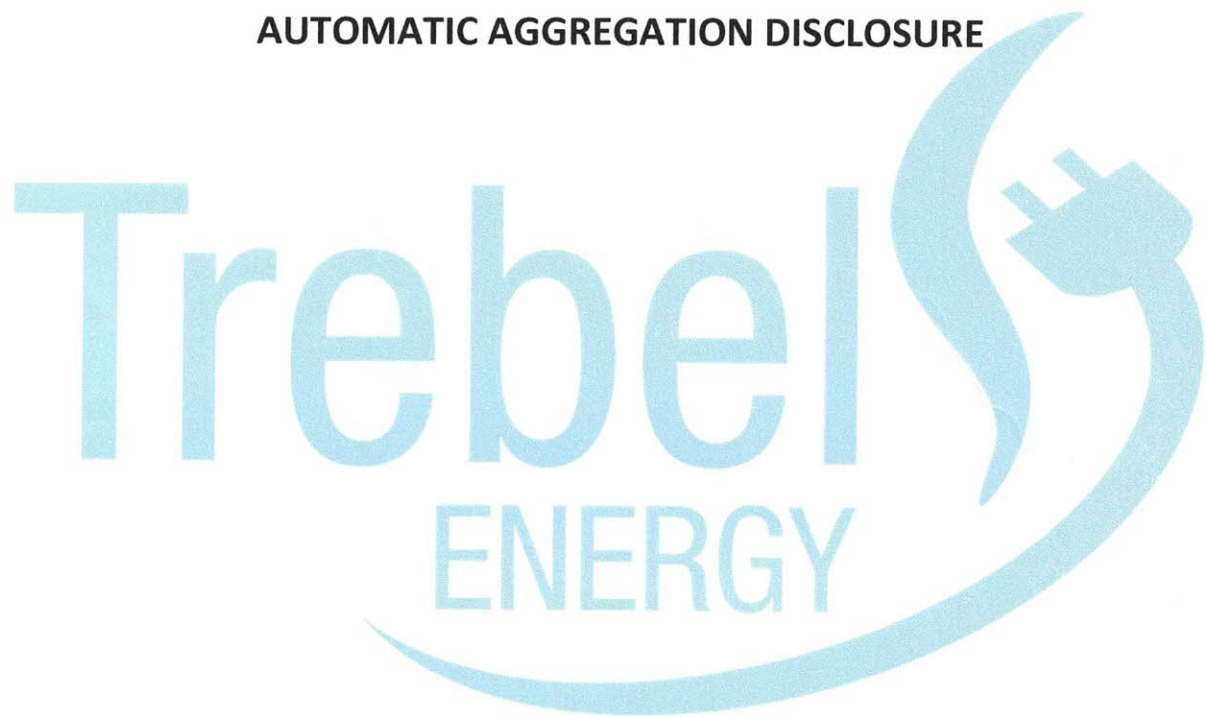
Aggregation participants who move from one location to another within the Township's boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Township, the participant should contact the Provider to be re-enrolled.

**Moving outside of the Township.** Aggregation participants who move out of the Township's boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Township's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator. In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Township the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**





March 23, 2020

&lt;First&gt; &lt;Last&gt; or Current Resident

&lt;Mailing Address&gt;

&lt;Mailing City&gt;, &lt;Mailing State&gt; &lt;Mailing Zip&gt;

IMPORTANT INFORMATION FROM  
SANDY TOWNSHIP, TUSCARAWAS COUNTY  
AND AEP ENERGY  
REGARDING YOUR ELECTRICITY SERVICE AT

&lt;S ADDRESS&gt;

Dear &lt;First&gt; &lt;Last&gt;:

**Sandy Township, Tuscarawas County sets a secure electric price of 4.620 cents per kWh for your electricity supply charges.**

We are pleased to announce that Sandy Township is providing its residents and small businesses with an opportunity to save money on their electricity supply. **On November 3, 2015, Sandy Township, Tuscarawas 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 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 Sandy Township, Tuscarawas County's preferred electricity supply provider. This special offer is exclusive for eligible residents and businesses of the Township 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 TOWNSHIP ELECTRIC AGGREGATION PROGRAM IS A SMART CHOICE:

**Receive Protection with a Secure Price.** Through the Township Electric Aggregation Program, eligible residents and businesses will receive the price of **4.620 cents per kWh** for a period of **twenty-four (24) 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 13, 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 13, 2020

Respectfully,

Sandy Township, Tuscarawas County &amp; 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 SANDY TOWNSHIP, TUSCARAWAS COUNTY ELECTRIC AGGREGATION OPT-OUT ELECTION FORM

Please print clearly.

&lt;First&gt; &lt;Last&gt;

Account Number: &lt;Account Number&gt;

&lt;Service Address&gt;

&lt;Service City&gt;, &lt;Service State&gt; &lt;Service Zip&gt;

Account Holder's Name: (Print)

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

Account Holder's Signature: \_\_\_\_\_

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

Email Address: \_\_\_\_\_



I elect not to participate in the Township  
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 Township 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 Township 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 13, 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 Township 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: Township Electric Aggregation Program  
PO Box 3489  
Chicago, IL 60654

This form must be postmarked no later than April 13, 2020 for your "opt-out" to be effective.

Enclosed Terms & Conditions Version: 03.23.200H\_SANDY\_AGG\_SC&ResCon  
AEP20.03.23\_SANDYR-RF\_AGGP\_AQ & AEP20.03.23\_SANDYSC-RF\_AGGP\_AQ\_1

## FREQUENTLY ASKED QUESTIONS

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

The Township 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 twenty-four (24) 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 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 electric utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this letter, the utility will complete the enrollment process. **As a part of the enrollment process, you will also receive a notice from your local utility, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the Township Electric Aggregation Plan, then you are all set.** No deposits are required to enroll.

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

**What is my price?** Sandy Township, Tuscarawas County has ensured that, beginning with the May 2020 meter-read date, you will receive an electricity generation price of 4.620 cents per kWh for twenty-four (24) months.

**Where do I send payment?** You will continue to receive one bill each month from AEP 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?** 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 AEP Ohio, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers. You will also be provided the ability to opt out every three years without penalty.

**What happens at the end of the program?** As the program draws to a close, the Township 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 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 1-877-726-0214 or by visiting [AEPenergy.com/aggregation](http://AEPenergy.com/aggregation).

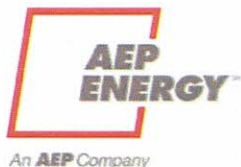
**What happens if I move?** If you move to another location within Sandy Township, you will be able to continue participating in the program. If you leave Sandy Township, you will no longer be eligible to participate.

**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 13, 2020, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified Township receiving electric service from AEP Ohio or AEP Energy (in the AEP Ohio service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the Township and AEP Energy. AEP Energy's price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit [AEPenergy.com](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.





**RESIDENTIAL & SMALL COMMERCIAL  
TERMS & CONDITIONS ("Agreement")  
Variable Price**

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the last day of the April 2022 billing cycle ("Term").	Product is <b>Variable. See Section 2 for details.</b> <b>Residential Customers:</b> 4.620¢ per kWh. <b>Small Commercial Customers:</b> 4.620¢ per kWh. Price is for Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Service 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 Governmental 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.

**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.

**2. Price.** Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product herein is being defined as "Variable". Starting with the first billing cycle of this Agreement through the last billing cycle of the "Term" (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. Note that if, due to a change in market conditions or a Change in Law (as hereinafter defined), 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. In the event that there is any new, or any change in any existing, statute, rule, regulation, order or other law, tariff, rate class or tax, promulgated by any judicial or governmental authority or EDU, Independent Service Operator, or Regional Transmission Organization (RTO) (a "Change in Law"), and such Change in Law materially increases AEP Energy's costs to perform relating to providing the services contemplated herein (collectively, "Additional Costs"), 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 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. Exceptions.** 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 your telephone 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.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**11/1/2022 11:59:05 AM**

**in**

**Case No(s). 16-2229-EL-GAG**

Summary: Application Electric Governmental Aggregator Renewal Application for  
Sandy Township- Tuscarawas County, Ohio. electronically filed by Mr. Scott R.  
Belcastro on behalf of Sandy Township, Tuscarawas County