

July 7, 2023

Ms. Tanowa Troupe, Secretary
Ohio Power Siting Board
Docketing Division
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3797

**Re: Southeast Ohio Public Energy Council dba Sustainable Ohio Public Energy Council
Case No. 14-936-EL-GAG**

City of Dayton Updated Opt-Out Notice

Dear Ms. Troupe:

Please find attached the updated opt-out notice for eligible residential and small business electric customers in the City of Dayton, which is a member community of the Southeast Ohio Public Energy Council dba Sustainable Ohio Public Energy Council ("SOPEC").

AEP Energy is the selected competitive retail energy service provider. The mailing is currently scheduled to begin on July 24, 2023, and the opt-out end date is August 14, 2023.

We are available, at your convenience, to answer any questions you may have.

Respectfully,

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)
Terrence O'Donnell (0074213)
Matthew C. McDonnell (0090164)
Dickinson Wright PLLC
180 E. Broad Street, Suite 3400
Columbus, Ohio 43215
(614) 591-5461
cpirik@dickinsonwright.com
todonnell@dickinsonwright.com
mmcdonnell@dickinsonwright.com

***Attorneys for Southeast Ohio Public Energy Council
dba Sustainable Ohio Public Energy Council***

Cc: Nedra Ramsey
Brandon Jenkins



July 24, 2023

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

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

Dear <First> <Last>:

The Sustainable Ohio Public Energy Council (“SOPEC”) is excited to announce a new low electric price of \$0.09653 cents per kWh with 100% renewable energy beginning with your next available meter read date and continuing to your June 2025 meter read date. Through the power of volume buying, AEP Energy is able to secure electricity for SOPEC’s aggregation at competitive prices.

The elected officials of the City of Dayton continue to represent you through SOPEC, a non-profit council of governments aggregator. Voters in your community authorized by majority vote the creation of an Electric Aggregation Program to seek favorable electricity rates for eligible residential and small business customers in your community and approved a Plan of Operation and Governance for the aggregation program as required by Ohio law. SOPEC has combined the purchasing power of our members to provide residents and businesses in the City of Dayton with peace of mind on their electricity supply and selected AEP Energy to continue as SOPEC’s electricity supply provider until June 2026.

SOPEC’S ELECTRIC AGGREGATION IS A SMART CHOICE:

Eligible residents and businesses will receive 100% renewable energy at the new price of \$0.09653 cents per kWh for your electricity supply charges beginning with your next available meter read date and continuing to your June 2025 meter read date.¹ Your 100% renewable energy supply price will be reset in June 2025 for the remainder of the term ensuring that you benefit by receiving a competitive price. Individual customers have the option to select a non-renewable product with the same term. To select this option, you should call 1-877-648-1937. The process for opting out of SOPEC Electric Aggregation Program is discussed below.

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 City of Dayton will automatically be enrolled in the program unless you choose to opt out by following the instructions listed below. If you would like to learn about other price plan options available under SOPEC’s program, please call Customer Care at 1-877-648-1937.

HOW DO I OPT OUT?


If you do not wish to participate in this Program, you must opt out by August 14, 2023. There are two ways to opt out:

- 

Call the AEP Energy Customer Care Team toll free at 1-877-648-1937
Monday - Friday from 8 a.m. to 7 p.m. & Saturday from 9 a.m. to 1 p.m. EST
- 

Complete the Electric Aggregation Opt Out Election Form below and mail it to AEP Energy, Attn: SOPEC Electric Aggregation Program,
PO Box 340, Zelienople, PA 16063-2300

Respectfully,


Chris Chmiel
Chairman, Sustainable Ohio Public Energy Council


Scott D. Slisher
Chief Solutions Officer, AEP Energy

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



THE SOPEC ELECTRIC AGGREGATION PROGRAM OPT OUT ELECTION FORM

Account Number: <Account Number>
<QR Code>

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

Account Holder’s Name: (Please print clearly)

Phone: (_____)_____

Account Holder’s Signature:

Date: _____

Email Address:

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

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the SOPEC Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to opt out of the SOPEC Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-648-1937, to opt out no later than August 14, 2023. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the SOPEC Electric Aggregation Program. I assume all responsibility to send the Opt Out Election Form or to call AEP Energy.

Complete form and mail to:
AEP Energy
Attn: SOPEC Electric Aggregation Program
PO Box 340
Zelienople, PA 16063-2300

This form must be postmarked no later than August 14, 2023 for your opt out to be effective.

FREQUENTLY ASKED QUESTIONS

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

What is the SOPEC Electric Aggregation Program? Under the SOPEC Electric Aggregation Program, SOPEC acts on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The PUCO has taken steps to ensure that Ohio’s competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including the City of Dayton) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC’s Electric Aggregation program. SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the residents of SOPEC’s member communities beginning with your next available meter read date and continuing to your June 2025 meter read date.

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

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

Why did SOPEC select AEP Energy as its provider? SOPEC selected AEP Energy because they were able to propose a program that in SOPEC’s judgment, offered the best overall value for eligible households and businesses in SOPEC communities.

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, AES Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the SOPEC Electric Aggregation Plan, simply ignore that letter.** No deposits are required to enroll.

When will this program start? The SOPEC Electric Aggregation Program will begin with your next available meter-read date and continuing to your June 2025 meter read date.

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

What is my price? You will receive an electricity generation price of \$0.09653 cents per kWh beginning with your next available meter read date and continuing to your June 2025 meter read date.

Is net metering available? We are very excited to announce, for the first time ever, net metering is now available to SOPEC customers! If you have onsite generation located on your premise and meet all the eligibility requirements, you can qualify for SOPEC’s net metering billing program. During any billing cycle if your on-site generation exceeds your consumption, you will receive a credit for the excess generation multiplied by the locational marginal prices for the hours posted 7 a.m. to 7 p.m. During any billing cycle if your on-site generation does not exceed your consumption, you will receive a credit for excess consumption multiplied by the applicable program price. Please refer to the Terms and Conditions, Section 17, for additional information about the net metering program.

Is budget billing available? A Budget Billing Plan is available for AEP Energy’s charges (Generation charges) for residential customers only. The Budget Billing Plan levels your monthly payments to even out the seasonal highs and lows of your monthly bills so that you can have more certainty and can better manage your electricity expenses. Your local utility may also offer a Budget Billing Plan for all charges on your bill. If you are currently on a Budget Billing Plan with your local utility, you will automatically be enrolled in AEP Energy’s Budget Billing Plan (for Generation charges only) when you join the community electric aggregation program. You will continue to remain on your local utility’s Budget Billing Plan for all other charges not related to AEP Energy’s charges (Generation charges). You may cancel the Budget Billing Plan with AEP Energy at any time by contacting our Customer Care Team.

Can I cancel at any time? Yes, you may cancel without penalty and switch to another provider or revert back to the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may or may not be served under the same rates, terms, and conditions that apply to other utility customers. You also will be provided the ability to opt out every three years without penalty.

What happens at the end of the program? As the program draws to a close, SOPEC can choose to seek bids from AEP Energy or other electricity providers in order to negotiate a new program contract on behalf of eligible households and businesses. SOPEC can also choose to end the program, at which time participants would be notified.

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 1-877-648-1937.

What happens if I move? If you move to another location within the City of Dayton, you will be able to continue participating in the program. If you leave the City of Dayton, 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.

What is renewable energy? Renewable energy comes from sources that are constantly and sustainably replenished such as wind, solar or hydro. AEP Energy’s renewable energy plan is produced from 100% hydro-generated power. AEP Energy is purchasing Renewable Energy Certificates (“RECs”) from sources for the SOPEC aggregation program. Purchasing RECs can provide environmental benefits because they support development of renewable energy generation resources. Renewable energy resources have lower greenhouse gas emissions than traditional energy resources.

Unless you affirmatively opt out by August 14, 2023, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified communities receiving electric service from AES Ohio or AEP Energy (in the AES Ohio service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between SOPEC and AEP Energy. ¹AEP 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 1-877-648-1937, write to: AEP Energy, Box 340, Zelenople, PA 16063-2300, or visit AEPenergy.com.

If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at **1-877-648-1937**,
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

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the June 2026 meter read date(s) ("Term").	Product is Variable. See Section 2 for details. Residential & Small Commercial Customers: <u>Beginning with your next available meter read date and continuing to your June 2025 meter read date, \$0.09653 per kWh</u> for wind or conventional hydro-generated renewable energy certificates (RECs) equal to 100% of your usage, and Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Services and other Non-bypassable utility charges and fees. At and after your June 2025 meter read date, SOPEC will publish or otherwise make available to you (via its website notification) the applicable price and REC composition with respect to the relevant period. See Section 18 for details.	You may cancel at any time during the Term without penalty, for any reason by providing AEP Energy with thirty (30) calendar days' prior written or verified telephone notice. See Section 6 for details.	Your Agreement will terminate after the initial term. See Section 8 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 the Sustainable Ohio Public Energy Council's ("SOPEC") aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Electric Supply Agreement dated July 19, 2019 between SOPEC and AEP Energy as amended (the "SOPEC 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 described) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the SOPEC Agreement (not otherwise included in the most recent "opt-out" process) that enters into this Agreement (at the same price offered under most recent "opt-out" process) 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 Ohio Administrative Code applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a CRES provider provides Generation Service. "Transmission Services" means moving

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

RIGHT OF RESCISSION: Once you have been enrolled to receive Generation Service from AEP Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter.

OTHER IMPORTANT DISCLOSURES. In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the EDU's standard offer service rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU's standard offer service rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

1. Eligibility. Customers must reside within the relevant jurisdictional territory applicable under the SOPEC Agreement. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) 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, unless the customer has entered into a plan with their EDU to discharge any arrearages owed to the EDU.

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" or, with respect to the relevant period at and/or after your June 2025 meter read date, the price SOPEC publishes or otherwise makes available to you (via its website notification), as applicable, for all kilowatt-hours ("kWh") of all applicable combined Generation Service and Generation-Related Charges metered by the EDU. After your June 2025 meter read date, AEP Energy and SOPEC will determine your price based on different factors, which may include applicable industry charges, wholesale market conditions and electricity supply sources. 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, 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. Subject to the terms and conditions of the SOPEC Agreement, in the event that there is any new, or any change in existing, statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, or any change in any interpretation or application of any of the foregoing, promulgated by any judicial, regulatory, administrative, or governmental authority, EDU, Regional Transmission Organization ("RTO") or other regulated service provider (a "Change in Law"), and such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), 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 the generation portion of the bill to residential customers only; provided, however, that AEP Energy reserves the right not to make budget billing available to Net Metering Customers (as hereinafter defined). You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the

EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges.

5. Switching Fees and Exceptions. Your EDU may charge you a switching fee. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement.

6. Cancellation/Termination Provisions/Failure to Pay/AEP Energy Default. If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, (A) for any reason by providing AEP Energy with thirty (30) calendar days' prior written or verified telephone notice and (B) if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. Any failure to pay your bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. 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. Upon AEP Energy's material failure to provide Generation Service to you as required hereunder, AEP Energy shall owe you liquidated damages in the amount of the greater of (a) Market Value (as hereinafter defined) less Contract Value (as hereinafter defined) or (b) zero ("Liquidated Damages"); provided, however, that no material failure will be deemed to have occurred if (i) AEP Energy has not been given the opportunity to cure such material failure within 30 days after receiving written notification from you of such material failure, or (ii) such material failure is the result of a Force Majeure Event (as hereinafter defined). "Market Value" means the lesser of (i) the applicable EDU standard offer service rates multiplied by the Remaining Performance (as hereinafter defined) or (ii) the amount a bona fide third party retail customer would pay for the Remaining Performance at retail market prices as of the termination date. "Contract Value" means the amount that would have been owed by you under this Agreement for the Remaining Performance had this Agreement not been terminated early. "Remaining Performance" means the remaining performance, in kWhs, under this Agreement for the remainder of the Term had it not been terminated early. AEP Energy shall calculate the Liquidated Damages in its commercially reasonable discretion, including where applicable AEP Energy estimates of market prices and forward market prices. The parties acknowledge and agree that the Liquidated Damages constitute a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

7. 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) for purposes of operation, maintenance, assignment, and transfer of your account.

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 1-877-648-1937 (toll-free), Monday through Friday, 8:00 am - 7:00 pm and Saturday, 9:00 am - 1:00 pm, Eastern Time 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. If your complaint is not resolved after you have called AEP Energy and/or your electric utility, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8:00 AM - 5:00 PM ET weekdays or at 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. ET weekdays, or at <http://www.pickocc.org>.

10. 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. 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. 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.**

11. 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. 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 and/or RTO) that physically prevents or legally prohibits AEP Energy from performing under the terms of the Agreement, 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.

12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LIQUIDATED DAMAGES IN SECTION 6 AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE 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.

13. Your Liability. You assume full responsibility for retail electricity supplied to you at and after the Delivery Point.

14. Assignment. You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. Subject to the terms and conditions of the SOPEC Agreement, 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.

15. 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.

16. Contact Information; Notices. AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. For more information, call 1-877-648-1937, Monday through Friday, 8:00 am - 7:00 pm and Saturday, 9:00 am - 1:00 pm, Eastern Time or visit 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 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.

17. Net Metering. On and subject to the terms and conditions set forth in this paragraph and in the SOPEC Agreement and upon AEP Energy's notification from the EDU of a Net Metering Customer, AEP Energy will offer net metering billing arrangements to customers that (A) have installed (at such customer's expense) adequate metering equipment (which may include metering that tracks electricity as it flows in each direction through the meter) that enables tracking of electricity flowing to and from the local electric grid/EDU's distribution system and the generation facility(ies) (e.g., solar panels) with an EDU metering point for the Customer account on such premises in an area that is owned, operated, or leased by such Net Metering

Customer or on a contiguous lot thereto (each facility and premises, subject to any safety or other conditions as may be determined by the EDU, "Onsite Generation") and (B) are otherwise eligible and satisfying (1) any and all applicable (x) EDU interconnection agreement, eligibility, and/or prescribed requirements (including the execution and ongoing continuation of a validly in-effect interconnection agreement with the EDU), (y) EDU review process(es) and review requirements of EDU rules/tariffs and of the PUCO, and (z) other laws, rules, regulations, guidelines, and standards; and (2) all other requirements and representations set forth in the SOPEC Agreement, including that the customer's billing method must allow for EDU-consolidated bill-ready billing (each, a "Net Metering Customer"). A net metering program in the applicable EDU load zone or equivalent market delivery point (including availability of the relevant metering information and calculations as provided by the EDU) must be available. AEP Energy will only enroll and continue the enrollment of any Net Metering Customer in a net metering billing arrangement that meets all eligibility requirements (including all requirements set forth in this paragraph and in the SOPEC Agreement and as set forth in all relevant EDU rules and tariffs and all applicable laws, rules, and regulations) at the time of such Net Metering Customer's enrollment and remaining true throughout the Term. A Net Metering Customer must fulfill all AEP Energy contractual and eligibility requirements, as determined by AEP Energy in its sole discretion, including that such Net Metering Customer must unconditionally agree in its net metering contract with AEP Energy to be removed from the EDU's net metering tariff and to not be credited by the EDU for excess generation. A Net Metering Customer's Onsite Generation must be: (i) fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell; (ii) located on Net Metering Customer's premises (as described above in this paragraph); and (iii) operated in parallel with the EDU's transmission and distribution facilities. If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is summary data (i.e., either a single usage value combining consumption and production or a single usage value for each of consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after the June 2025 meter read date, the price SOPEC publishes or otherwise makes available (via its website notification); and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, (A) the amount of such Excess Generation expressed in kWhs multiplied by (B) a per-kWh rate equal to the monthly average of all applicable RTO/EDU *real time* hourly locational marginal prices (LMPs) posted from 7:00 A.M. to 7:00 P.M. during the Billing Cycle (such resulting credit amount, the "Excess Generation Credit"). If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is interval data (i.e., single hourly usage values combining consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being

charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after the June 2025 meter read date, the price SOPEC publishes or otherwise makes available (via its website notification); and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, the sum of the products of (A) the amount of such hourly Excess Generation expressed in kWhs multiplied by (B) the per-kWh rate equal to the applicable RTO/EDU *real time* hourly locational marginal price (LMPs) posted for each applicable hour (such resulting credit amount, the "Excess Generation Credit"). For each month of the Term, AEP Energy will make a true-up calculation that reflects the Net Metering Customer's Excess Generation Credit(s) applied and offset against Generation Service and Generation-Related Charges for the applicable billing period (each, a "True-Up"). The calculation of the True-Up will credit any previously unused Excess Generation Credit(s) applicable to the prior billing period(s). To the extent that such Excess Generation Credit(s) exceed the Generation Service and Generation-Related Charges due, such excess will be carried forward and credited against future Generation Service and Generation-Related Charges until fully discharged. At the end of the Term, if a Net Metering Customer has any unused Excess Generation Credit(s) that have not been offset against charged Generation Service and Generation-Related Charges, such unused Excess Generation Credit(s) will be distributed to such Net Metering Customer in the form of a check or gift card, subject to (i) applicable law and any tax reporting requirements and (ii) AEP Energy's satisfactory receipt of all documentation requested from such Net Metering Customer, including the U.S. Internal Revenue Service Form W-9, as applicable. For the avoidance of doubt, (x) Net Metering Customers will not be credited or reimbursed for any avoided Distribution Service, Transmission Service, or other Non-bypassable utility charges and fees, demand-related or capacity-related charges, or line losses, ancillary services, renewable portfolio standards (RPS), or taxes; (y) renewable energy credits (RECs) associated with a Net Metering Customer's Onsite Generation remain the property of such Net Metering Customer; and (z) AEP Energy shall perform all calculations under this paragraph using commercially reasonable methodologies. In the event that the EDU's, PJM's, and/or the PUCO's net metering tariff, rules, or regulations are terminated or changed in any manner prior to the end of the Term, AEP Energy (at its option, in its sole discretion, and upon written notice to relevant Net Metering Customers) may either (1) discontinue existing net metering arrangements, without penalty to either AEP Energy or the Net Metering Customers, or (2) amend existing net metering arrangements to the extent necessary to make them valid while still giving effect to the intent of the parties to the SOPEC Agreement.

18. Renewable Energy Certificates ("RECs"). The electricity supply provided to you (A) through your June 2025 meter read date will include renewable energy certificates sourced from wind or conventional hydro renewable electricity generation facility(ies) located within the states of California, New York, Minnesota, South Carolina, or Illinois within the United States of America from a generation period on and after January 1, 2015 in an amount equal to the percentage of your usage as stated in the table above under "Generation Service Charges" and (B) after your June 2025 meter read date and will include renewable energy certificates sourced from renewable resources of the type and in an amount as SOPEC publishes or otherwise makes available to you (via its website notification).

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

7/7/2023 2:02:03 PM

in

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

Summary: Opt-Out Notice for City of Dayton Updated electronically filed by
Christine M.T. Pirik on behalf of Southeast Ohio Public Energy Council dba
Sustainable Ohio Public Energy Council.