

### **Shannon McCulloch**

DIRECT LINE: (614) 682-4476 smcculloch@aepenergy.com

April 17, 2020

# **Via Electronic Filing**

Ms. Barcy F. McNeal Docketing Division Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

Re: Case No. 17-1643-EL-GAG
City of Huber Heights

Dear Ms. McNeal:

The **City of Huber Heights** selected AEP Energy, Inc. to provide CRES service under its government aggregation program. Under Ohio Admin. Code §4901:1-21-17, a government aggregator must docket the final opt-out notice no more than thirty (30) days but no less than ten (10) days before sending the notice to customers.

Please find the attached final opt-out notices in the above referenced case, which will be mailed to all eligible customers on **Monday**, **April 27**, **2020**. Thus, the 21 day opt-out period will end **May 18**, **2020**.

Please let me know if you have questions.

Sincerely,

Shannon McCulloch Operations Analyst

**Enclosures** 





April 27, 2020

<First> <Last> or Current Resident

<Mailing Address>

<Mailing City>, <Mailing State> <Mailing Zip>

IMPORTANT INFORMATION FROM

THE CITY OF HUBER HEIGHTS AND AFP ENERGY REGARDING YOUR ELECTRICITY SERVICE AT

<S ADDRESS>

Dear <First> <Last>:

The City of Huber Heights sets a new secure electric price of 5.020 cents per kWh for your electricity supply charges.

The City of Huber Heights continues to provide its residents and businesses with an opportunity to save money on their electricity supply. On March 15, 2016, City of Huber Heights 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 City 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 the City of Huber Heights' preferred electricity supply provider. This special offer is exclusive for eligible residents and businesses of the City 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 CITY ELECTRIC AGGREGATION PROGRAM IS A SMART CHOICE:

Receive Protection with a Secure Price. Through the City Electric Aggregation Program, eligible residents and businesses will receive the price of 5.020 cents per kWh for a period of six (6) months1 starting with the June 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?

you do not wish to participate in this program	n, you must opt-out by May 18,	2020. There are two ways to opt-out
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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 May 18, 2020

Respectfully,

City of Huber Heights & 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 CITY OF HUBER HEIGHTS ELECTRIC AGGREGATION OPT-OUT ELECTION FORM

Please print clearly.

ENERGI		
<first> <last></last></first>	Account Number: <account number=""></account>	
<service address=""></service>		
<service city="">, <service state=""> <service 2<="" td=""><td>Zip&gt;</td></service></service></service>	Zip>	
Account Holder's Name: (Print)		
	Phone: ()	
Account Holder's Signature:		
	Date:	
Email Address:		

participate in the City 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 City 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 May 18, 2020. If this form is not postmarked or I do not call by the specified date, I understand that I will be

I elect not to participate in the City Electric Aggregation Program with AEP Energy. Customer Code < Customer Code IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to

automatically enrolled in the City 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: City Electric Aggregation Program PO Box 1415 Columbus, OH 43216

This form must be postmarked no later than May 18, 2020 for your opt-out to be effective. Enclosed Terms & Conditions Version: 10.06.170H\_AGG\_SC&ResCon DPL20.04.27\_HUBHR-RF\_AGGR\_AQ & DPL20.04.27\_HUBHSC-RF\_AGGR\_AQ\_1

# FREQUENTLY ASKED QUESTIONS

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

The City has selected AEP Energy as their preferred electricity supply provider to serve their residents and businesses beginning with the June 2020 meter-read date for six (6) 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 City select AEP Energy as its provider? The City 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, Dayton Power & Light (DP&L), confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the City Electric Aggregation Plan, simply ignore that letter. No deposits are required to enroll.

When will this program start? The City Electric Aggregation Program will begin with the June 2020 meter-read date.

What is my price? The City of Huber Heights has ensured that, beginning with the June 2020 meter-read date, you will receive an electricity generation price of 5.020 cents per kWh for six (6) months.

Where do I send payment? You will continue to receive one bill each month from DP&L, 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 for more information.

Can I cancel at any time? Yes, you may cancel without penalty and switch to another provider or revert back to DP&L, 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 City 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 City 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 City'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.

What happens if I move? If you move to another location within the City of Huber Heights, you will be able to continue participating in the program. If you leave the City of Huber Heights, 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 May 18, 2020, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified city receiving electric service from DP&L or AEP Energy (in the DP&L 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 City 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.

If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at 1-877-726-0214,

Monday – Friday from 8 am to 7 pm and Saturday from 9 am to 1 pm EST.





TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the December 2020 meter read date ("Term").	Residential Customers: 5.020¢ per kWh.  Small Commercial Customers: 5.020¢ per kWh.  kWh. Price is for Generation Service. Price	Notwithstanding anything herein to the contrary, customers may terminate their participation with AEP Energy without penalty at any time for any reason by providing notice to AEP Energy. See <b>Section 6</b> 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"). 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 Electric Distribution Utility ("EDU") based on your usage. All electricity will be supplied and delivered under the aggregation program, which is governed by the Government Aggregation Master Retail Supply Agreement between the relevant government aggregator and AEP Energy. Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we" and "our" refer to AEP Energy, and the words "you", "your", and "I" 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 notice. YOU HAVE THE RIGHT TO RESCIND YOUR ENROLLMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE POSTMARK DATE OF THE CONFIRMATION

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NOTICE BY CONTACTING YOUR EDU AND FOLLOWING THE INSTRUCTIONS CONTAINED IN THE NOTICE. After the seven (7)-day rescission period, you must contact AEP Energy to terminate this Agreement. If you terminate this Agreement after the seven (7)-day rescission period and before the end of the initial "Term" (as listed in the table above), you will be charged no early termination fee. See "Cancellation/Termination Provisions/Failure to Pay" section for further details.

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

- 1. Eligibility. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Plan Program (PIPP) and do not have a special contract with the EDU, and non-national account small commercial customers with annual usage less than 700,000 kWh and demand less than or equal to 200 kW are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer who is not current on their Non-bypassable utility charges and fees.
- 2. Price. Starting with the first billing cycle of this Agreement through the last billing cycle of the Term, 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. The price includes broker fees; however, 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 and other Nonbypassable utility charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$40 to \$50 per month in such EDU charges and fees. In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process or charge, promulgated by any governmental authority or EDU, Independent System Operator, Regional Transmission Organization ("RTO"), such as PJM Interconnection, L.L.C. ("PJM"), or other regulated service provider, alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Change in Law or Regulation"), then AEP Energy will provide written notice requesting your affirmative consent and agreement, describing the Change in Law or Regulation, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). You then will be able to affirmatively consent and agree to such Price Revision Request, and if you agree, you will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, you do not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement will automatically terminate without penalty, cancellation fee or further obligation (but you will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is terminated, as well as any late fees). Such termination will be effective on the next available drop date as established by the EDU. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

- 3. Term (Length of Agreement). Your service from AEP Energy will begin on the next available meter-reading, 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, unless otherwise terminated, ending on the meter read date for the last month of service.
- 4. Billing. You will continue to receive a single bill, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges. AEP Energy offers budget billing for AEP Energy's charges to residential customers only. You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. If you do not pay your bill by the due date, AEP Energy may terminate this Agreement after giving you a minimum of fourteen (14) calendar days' written notice. 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. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
- **5. Penalties, Fees and Exceptions.** Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Energy by the due date of the bill, AEP Energy may charge a late payment fee up to one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy.
- **6. Cancellation/Termination Provisions/Failure to Pay.** 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

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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 shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. Notwithstanding anything herein to the contrary, customers may terminate their participation with AEP Energy without penalty at any time for any reason by providing notice to AEP Energy. 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. 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 your community program at no cost. You are responsible for arranging your electric supply upon the expiration of this Agreement.
- 9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing questions, disputes and complaints by phone at 1-866-258-3782 (toll-free) M-F 8AM 7PM 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. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM 5:00 PM EST weekdays or at <a href="https://www.PUCO.ohio.gov">www.PUCO.ohio.gov</a>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM 5:00 PM EST weekdays, or www.pickocc.org.
- 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 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 local distribution utility system, nonperformance by the EDU or any other cause beyond AEP Energy's reasonable control.
- 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.

- 12. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity furnished 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, 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 residential or business premises (as applicable), 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, without your consent, assign this Agreement to another 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 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, twice within a twelve (12)-month period, up to twenty-four (24) months of payment history, without charge. AEP Energy is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent except for AEP Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to sections 4928.52 and 4928.54 of the Ohio Revised Code, or assigning your contract to another CRES provider. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for the aggregation 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. You agree that AEP Energy will make the required guarterly updates to the statement electronically on our website. We will also provide the information to you upon request.

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- **16. Contact Information.** AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information call 1-866-258-3782 or visit AEPenergy.com/help.
- 17. Concerns and Complaints. Customers participating in the aggregation program will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the EDU. The EDU 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 program should be directed to AEP Energy. AEP Energy's Customer Care center is available by telephone Monday through Friday, 8:00 am 7:00 pm ET. Any unresolved disputes should be directed to the PUCO and/or the Ohio Consumers' Counsel. As a convenience, below is a list of helpful toll free telephone numbers.

# Nature of Complaint - Contact Phone Number

Outages/Emergencies Utility/EDU – Dayton Power & Light 1-877-468-8243

Service turn on/off Utility/EDU - Dayton Power & Light 1-800-433-8500

Billing Disputes Utility/EDU – Dayton Power & Light 1-866-801-7371

**Price/Joining/Leaving Progra**m – AEP Energy Customer Care 1-866-258-3782 M-F 8AM – 7PM EST

**Program Regulatory Questions** – AEP Energy Customer Care 11-866-258-3782 M-F 8AM – 7PM EST

**Unresolved Disputes** - Public Utilities Commission of Ohio at 1-800-686-7826 or TTY at 1-800-686-1570 from 8:00 AM - 5:00 PM EST weekdays

**Unresolved Residential Customer Disputes** – Ohio Consumers' Counsel at 1-877-742-5622 from 8:00 AM - 5:00 PM ET weekdays

AEP Energy will attempt to resolve all customer complaints in a timely and good faith manner. AEP Energy shall investigate and provide a status report to the customer when the complaint is made directly to it and/or the government aggregator within three (3) business days following AEP Energy's receipt of the complaint. In the case of a PUCO complaint, AEP Energy will investigate and provide a status report to the customer and PUCO staff within three (3) business days following AEP Energy's 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 ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been so notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business 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 1-614-752-8351; through their website at www.puc.state.oh.us or by calling toll free 1-800-686-7826 (VOICE) or 711 (ITYTDD). 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 three (3) business days if requested.

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

4/17/2020 4:33:05 PM

in

Case No(s). 17-1643-EL-GAG

Summary: Opt-Out Notice Opt-Out Notice for the City of Huber Heights electronically filed by Kristina L Woods on behalf of AEP Energy, Inc.