

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Amanda Klages, Complainant )  
v. ) Docket Number C-2019-3009612  
West Penn Power Company and )  
AEP Energy Inc. )  
Respondents )

RECEIVED  
MAY 22 2019  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM  
UPON WHICH RELIEF CAN BE GRANTED

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Now Comes AEP Energy, Inc. (AEPE) and moves the Pennsylvania Public Utility Commission ("Commission") to dismiss this complaint by Amanda Klages against AEPE for failure to state a claim upon which relief can be granted. Ms. Klages' account was properly enrolled pursuant to rules and procedures duly adopted by the Commission. Since the enrollment of this account occurred in compliance with such process, AEPE could not, as a matter of law, have slammed Ms. Klages' account onto its service. Furthermore, AEPE properly renewed its service to Ms. Klages.

Ms. Klages' account was enrolled through West Penn Power's Customer Referral Program (also called the "Standard Offer Program") on September 18, 2014. Under the Customer Referral Program (a description of the program from West Penn Power's website is attached), when a customer calls into West Penn Power for a move-in, high billing question, or a question on Energy Choice, and are eligible, the customer will be offered the Customer Referral Program. If the customer decides to participate in this program, the customer is transferred to West Penn Power's third party vendor to select a supplier from one of the participating suppliers. When the customer doesn't have a specific supplier in mind, one is randomly selected giving each supplier an opportunity for a referral.

Pursuant to the foregoing process, the customer was switched to AEPE as of November 7, 2014. Attached is a copy of the customer's Agreement indicating a fixed rate of 5.782 cents per kWh for 12 months, with no early termination fee. This rate was seven percent (7%) less than West Penn Power's rate at the time of enrollment. Pursuant to the program description, West Penn Power's price to compare ("PTC") changes quarterly in March, June, September and December and that the PTC may be higher or lower in future quarters and the percentage savings a customer will experience compared to utilities supplied generation will vary as the PTC changes.

Pursuant to the Commission's Standard Offer Program, Customers receive contract renewal notices prior to the end of the standard offer period. At that time, they have three options:

- Remain with their current supplier;
- Switch to another competitive supplier; or
- Return to default service offered by their EDC (i.e.. West Penn Power).

If a customer fails to respond with one of these options, they automatically remain with the current supplier on a month-to-month basis without any early termination fees. This is what happened with Ms.

Klages' account – at the expiration of the initial 12-month service agreement and with each expiration thereafter, Ms. Klages was sent contract renewal notices that did not include any cancellation/early termination fees. Notices of renewal were mailed to this customer in 2016, 2017, and 2018, with the last renewal notice mailed to the customer on September 7, 2018 and September 21, 2018. Reprinted copies of these Renewal Notices are attached hereto. The notices state that the account will be automatically renewed at a monthly variable rate if she does not respond by a date specified in the notice, with the last such respond by date being November 5, 2018. Ms. Klages claims to have no recollection of such notices and she did not respond; therefore, her account automatically renewed.

On November 7, 2018, Ms. Klages called in requesting the account be removed from the AEPE supply. The agreement permits the customer to cancel service at any time without any cancellation/early termination fees. AEPE pursuant to its standard procedures advised West Penn Power of the requested termination, which was accepted by West Penn Power and presumably confirmation of such notice of termination was provided by West Penn Power to Ms. Klages. Ms. Klages' account left AEPE's service on November 8, 2018. As of this date, AEPE is not owed any amount on Ms. Klages' account.

For the foregoing reasons, Ms. Klages' allegations that she was slammed onto AEPE's service are without merit as a matter of law. Therefore, AEP Energy requests that this complaint be dismissed as to AEPE.

Respectfully Submitted,



F. Mitchell Dutton  
Regulatory Counsel  
**AEP Energy, Inc.**  
1 Easton Oval, Suite 200  
Columbus, OH 43219  
Direct 614-682-4350  
Cell 614-499-5700



**ELECTRIC GENERATION SUPPLIER CONTRACT  
SUMMARY  
("Contract Summary")**

**RESIDENTIAL - FIXED PRICE – PENNSYLVANIA**

<u>Electric Generation Supplier (EGS) Information</u>	<p>AEP Energy, Inc. 225 West Wacker Drive, Suite 700, Chicago IL 60606 AEPenergy.com   866-258-3782</p> <p>AEP Energy is responsible for the generation charges shown on your bill.</p>	
<u>Price Structure</u>	<p>Fixed Price: This Agreement is for an all-inclusive per kilowatt-hour ("kWh") price that will remain the same for the Term of the Agreement. See Paragraph 2 for details.</p>	
<u>Generation/Supply Price</u>	<p>5.78 cents per kWh for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees. See Paragraph 2 for details.</p>	
<u>Statement Regarding Savings</u>	<p>AEP Energy does not represent any guaranteed savings. The prices and charges paid to AEP Energy under this Agreement may not always provide savings to you.</p>	
<u>Deposit Requirements</u>	<p>None.</p>	
<u>Incentives</u>	<p>None.</p>	
<u>Contract Start Date</u>	<p>This Agreement will start on a meter-read date set by your EDC ("Start Date"). See Paragraph 4 for details.</p>	
<u>Contract Term/Length</u>	<p>12 monthly billing cycles ("Term").</p>	
<u>Cancellation/Early Termination Fees</u>	<p>You may cancel at any time during the Term without penalty. See <b>Section 7</b> for details.</p>	
<u>Renewal Terms</u>	<p>This Agreement may be automatically renewed with advance written notices. The Initial Notice will be sent to you 45 to 60 days prior to the expiration of this Agreement and the second notice will be sent to you no less than 30 days prior to the expiration of this Agreement. If you fail to respond to these notifications, you agree that this Agreement can be converted to a renewal agreement that will not include any cancellation/early termination fees. See Paragraph 9 for details.</p>	
<u>Electric Distribution Company (EDC) Information</u>	EDC Name:	West Penn Power
	EDC Address:	First Energy Utilities 76 S. Main Street Akron OH 44308

	EDC Phone:	1-800-686-0021
	EDC Website:	<a href="https://www.firstenergycorp.com/content/customer/west_penn_power.html">https://www.firstenergycorp.com/content/customer/west_penn_power.html</a>
	Your EDC is responsible for the distribution charges shown on your bill, as well as any emergencies and electric outages.	

## Electric Generation Supplier Terms and Conditions

TERM	GENERATION/SUPPLY PRICE	CANCELLATION/ EARLY TERMINATION-FEE	CONTRACT RENEWAL	OTHER
12 monthly billing cycles ("Term").	5.78 cents per kWh for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 7 for details.	Your Agreement may be automatically renewed with advance written notices. See Section 9 for details.	

These Electric Generation Supplier Terms and Conditions and the attached Contract Summary, which is incorporated herein by reference, form your agreement ("Agreement") for Retail Electric Supply with AEP Energy.

### BACKGROUND

- AEP Energy, Inc. ("AEP Energy") is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2009-2132755.
- As an Electric Generation Supplier ("EGS"), AEP Energy will supply the electric generation and provide applicable transmission services to your Electric Distribution Company ("EDC") based on your usage. Your EDC will then distribute or deliver the electricity to you. Your Distribution Service will remain with your EDC.
- You will receive a single bill from your EDC that will contain the EDC's charges and AEP Energy's charges.
- AEP Energy sets the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- This is an agreement for Retail Electric Supply (as hereinafter defined) between you and AEP Energy. **Please keep a copy of this Agreement for your records.**
- Right of Rescission – You may cancel this Agreement in writing or orally at any time before midnight of the third business day after receiving this Agreement. See Paragraph 12 for details.

### DEFINITIONS:

- "Generation Charge" means the charge for producing electricity. Generation prices and charges are set by the EGS you have chosen, which is AEP Energy. The PUC does not regulate generation prices.
- "Generation Service" means the production of electricity. This

service is included in the price that AEP Energy charges you, as described herein.

- "Generation-Related Charges" means those charges or costs associated with the procurement and supply of electricity.
- "Transmission Charge" means the charge for transporting electricity from the generation source to your EDC. The Federal Energy Regulatory Commission regulates retail transmission prices and services.
- "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDC. This service is included in the price that AEP Energy charges you, as described in the herein.
- "Distribution Service" means the physical delivery of electricity to customers by the EDC. The PUC regulates distribution prices and services.
- "Non-bypassable utility charges and fees" means those EDC charges and fees payable by you regardless of whether the EDC or a EGS provides Generation Service.

### TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Residential customer accounts that are on residential rates codes are eligible for this offer from AEP Energy.
2. **Price.** During the term of this Agreement, you agree to pay AEP Energy the price listed above, which is inclusive of all applicable combined Generation Charges, Transmission Charges and Transmission Services (if bypassable), Generation Service, Generation-Related Charges, energy losses, capacity, Renewable Energy Credits (RECs), if purchasing a renewable energy plan and estimated current total state taxes, including any applicable taxes, if any and including current Gross Receipts Tax ("GRT"), but excludes applicable state and local sales taxes, and is applicable 24 hours a day ("Retail Electric Supply"). For the "Term" described in the Contract Summary, all kilowatt-hours ("kWh") of electric

energy metered by the EDC shall be billed at the rate per kWh specified in the Contract Summary. In addition to AEP Energy's charges, you will be charged by your EDC for Distribution Service and other EDC charges and fees. Your price does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

**3. Material Adverse Change.** To the extent you have a fixed rate for Retail Electric Supply from AEP Energy and performance of this Agreement becomes uneconomical for AEP Energy due to events that are beyond AEP Energy's reasonable control and/or AEP Energy is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or PUC rule or order, AEP Energy may propose change(s) to the terms of this Agreement, including, but not limited to, passing through such additional costs and, thus, increasing your price. If any of the above situations occur, AEP Energy may offer you new terms for this Agreement, in which case you will receive the notices described in Paragraph 9 below. You must indicate your acceptance of the new terms as specified in the notices. If you do not contact AEP Energy to accept the new terms, (a) this Agreement will terminate on the date specified in the notices, (b) you may be returned to your EDC for Retail Electric Supply, (c) you will not be responsible for the cancellation/termination fee (if any) set forth above and Paragraph 7 and (d) you must still pay all AEP Energy charges through the date you are returned to your EDC or switched to another EGS for service.

**4. Term (Length of Agreement).** Your service from AEP Energy will begin with the next available meter-reading following: a) the Rescission Period; b) the acceptance of the enrollment request by AEP Energy (at its discretion and consistent with Paragraph 8 below), and c) processing of the enrollment by your EDC, and will continue for the Term, unless otherwise terminated or renewed, ending on the meter read date for the last month of service. The Term (in months) is shown above.

**5. Billing.** You will continue to receive a single bill, typically on a monthly basis, from your EDC that will contain both your EDC and AEP Energy charges, including applicable taxes. AEP Energy offers budget billing for AEP Energy's charges. If you do not pay your bill by close of business on the due date, AEP Energy may cancel this Agreement in accordance with the notice provisions set forth below in Paragraph 7. Upon cancellation you will be returned to your EDC as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges, penalties or fees. Further, your failure to pay EDC charges may result in your electric service being disconnected in accordance with the EDC tariff.

**6. Penalties, Fees and Exceptions.** If you do not pay the

full amount owed to AEP Energy by the close of business on the day the bill is due, as set forth on the invoice, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, you agree to pay reasonable fees and expenses (including attorneys' fees) that we incur in the collection process.

**7. Cancellation/Termination Provisions/Failure to Pay.** After your service begins, you may cancel this Agreement at any time during the Term for any reason, but you will be required to pay an Early Termination Fee, if any, as defined and described above. If an Early Termination Fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it.

You may cancel this Agreement by contacting AEP Energy using the contact information set forth in Paragraph 18. At that time, you will be required to select another supplier or return to the EDC for electric generation service. When you cancel, you will remain responsible to pay AEP Energy for all kWh of electric energy used before this Agreement is cancelled, as well as any late payment charges. Your cancellation will not be effective until the next meter-reading by the EDC.

Any failure to pay undisputed amounts due to AEP Energy or other failure to perform your obligations under this Agreement shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement. There will be a charge as specified above if you breach this Agreement in accordance with the preceding sentence. Even if you have not breached this Agreement, AEP Energy may decide to terminate this Agreement if there is a Material Adverse Change as described in Paragraph 3. You will not be responsible for the cancellation/termination fee (if any) set forth above and in this Paragraph 7 if we terminate for a Material Adverse Change. If we cancel this Agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you.

This Agreement is automatically cancelled if (a) your electric service is terminated by your EDC or (b) the EDC switches your Retail Electric Supply to another EGS or to the EDC.

**8. Customer 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 EDC that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the Rescission Period, and c) acceptance of enrollment by your EDC.

**9. Contract Renewal/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notification that precede either the expiration date or the effective date of the proposed changes. The initial notice will be provided 45 to 60 days prior to said dates, and the second notice will be provided no less than 30 days prior to said dates. These notifications will explain your options going forward. If you fail to respond within ten (10) days after your receipt of the second notice, you agree that this Agreement can be renewed or changed in accordance with the terms in the notices. Any renewal of this Agreement will not include any cancellation/early termination fees. Consistent with applicable rules, AEP Energy can convert a fixed term contract into either a month-to-month contract or another fixed term contract. You agree to receive notices for contract renewal and changes to terms and conditions through electronic means, where permitted under applicable law.

**10. Dispute Procedures.** Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO BOX 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy, you may call the PUC. The PUC can be reached toll free at 1-800-692-7380.

**11. Miscellaneous.** AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your local EDC. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDC if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. This Agreement supersedes all prior written or oral agreements.

**12. RIGHT OF RESCISSION.** You have the right to rescind your enrollment without penalty within three (3) business days following your receipt of this Agreement (the "Rescission Period"). The Right of Rescission only applies when you initially switch to AEP Energy and not upon renewal. If this Agreement is not rescinded during this period, your enrollment will be sent to your EDC. A confirmation notice of enrollment with AEP Energy will be sent to you by your EDC.

**13. Warranty and Force Majeure.** AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF 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 PERFORMANCE 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 Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond the control of 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.

**14. 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 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;

PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**15. Customer Liability and Indemnification of AEP Energy.** You assume full responsibility for retail electricity furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates or subcontractors, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for service interruptions, loss or termination of service, deterioration of electric services, personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity supplied to you and/or your performance under the Agreement. AEP Energy shall cease to have title to and risk of loss related to the electricity when it is delivered to you at the delivery point(s) and on your side of the delivery points(s). Neither AEP Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation service on the date specified herein due to any failure or delay in enrolling you with the EDC.

**16. Assignment.** You shall not transfer or 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 EGS, including any successor, in accordance with the rules and regulations of the Commission.

**17. Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of

Pennsylvania without giving effect to any conflicts of law principles which otherwise might be applicable.

**18. Contact Information.**

AEP Energy, PO Box 3489, Chicago, IL 60654. For more information, call 1-866-258-3782 or visit [AEPenergy.com](http://AEPenergy.com).

Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from AEP Energy upon request.

In case of emergency, including electric outage, please contact your EDC. Please refer to the Contract Summary for your EDC's contact information. Please refer to the Contract Summary for your EDC's contact information.

You may contact the Pennsylvania Utility Commission, with an informal complaint or otherwise, as follows: (a) call 1-888-782-3228; or (b) PO Box 3265, Harrisburg, PA 17105-3265.

Your EDC may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any, can be obtained by contacting your EDC at the number listed in the Contract Summary.

Utility Choice Hotline Number:

1-800-692-7380

Universal Service Program Name:

West Penn Power

Phone Number:

1-800-686-0021



**ENERGY**

September 05, 2016

AMANDA KLAGES

229 Old Scales Rd

Washington, PA 15301

FIRST NOTICE

**Don't miss out. Renew with AEP Energy today!**

Dear AMANDA KLAGES,

Your current agreement for AEP Energy Account Number **1003867903** is set to expire **11/04/2016**. Remaining with AEP Energy will allow you to continue to **receive competitive pricing, outstanding customer service and renewable energy options.**

Please take a few moments to review our offer and **accept or decline** by logging in to your account before **10/14/2016**.

For your reference, your utility's estimated Price To Compare is: **6.06 ¢ per kWh**. Please see the note below for further information on the PTC.

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### **Residential 3-Month Fixed Price Offer**

7.05 ¢ per kWh for 3 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 6-Month Fixed Price Offer**

7.05 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 12-Month Price Offer**

7.09 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## **Residential 18-Month Price Offer**

7.49 ¢ per kWh for 18 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## **Residential 24-Month Fixed Price Offer**

7.39 ¢ per kWh for 24 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## **ECO-Advantage 100% Renewable Fixed Price Offer**

7.25 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## **ECO-Advantage 100% Renewable Fixed Price Offer**

7.29 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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[Log in to your account to accept your renewal or contact a customer service representative at 1-877-726-0211 to decline.](#)

We value your business and look forward to providing your energy needs for many years to come. We are pleased that you have made AEP Energy your choice.

For assistance, please feel free to contact us on our toll free customer care number at **(866) 258-3782** or email us at [care@AEPenergy.com](mailto:care@AEPenergy.com).

Sincerely,  
AEP Energy Customer Care

Residential customer agreements automatically renew unless you decline service extension. If you choose to decline this agreement, AEP Energy will cancel your supply service on 11/04/2016 at which time you will be returned to the utility for both supply and delivery service.

If you do not respond, you will be auto-renewed at 7.09 cents per kWh for 12 month(s). The new auto-renewed fixed term contract may be cancelled by you at any time for any reason with no cancellation penalties.

You may also choose to purchase electricity supply from a supplier other than AEP Energy. The switch must be initiated at least 3 weeks prior to the expiry of your current contract on 11/04/2016 in order to be effective in time.

The PTC is subject to change quarterly or otherwise as set forth in the EDC's default service plan. For price-to-compare and further information, you may contact your local utility, the PA PUC at [www.papowerswitch.com](http://www.papowerswitch.com) or at 1-800-692-7380, or use the Office of Consumer Advocate's "ELECTRIC SHOPPING GUIDE" at [www.oca.state.PA.US](http://www.oca.state.PA.US) or reach them at toll-free 1-800-684-6560.

**AEP Energy, Inc.**

225 W. Wacker Dr., Suite 700, Chicago, IL 60606

**(866) 258-3782**

[www.AEPenergy.com](http://www.AEPenergy.com) | [care@AEPenergy.com](mailto:care@AEPenergy.com) | [Privacy Policy](#)





September 20, 2016

AMANDA KLAGES

229 Old Scales Rd

Washington, PA 15301

FINAL NOTICE

**Don't miss out. Renew with AEP Energy today!**

Dear AMANDA KLAGES,

Your current agreement for AEP Energy Account Number **1003867903** is set to expire **11/04/2016**. Remaining with AEP Energy will allow you to continue to **receive competitive pricing, outstanding customer service and renewable energy options.**

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### **Residential 3-Month Fixed Price Offer**

7.05 ¢ per kWh for 3 month(s)

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### **Residential 6-Month Fixed Price Offer**

7.05 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 12-Month Price Offer**

7.09 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 18-Month Price Offer**

7.49 ¢ per kWh for 18 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 24-Month Fixed Price Offer**

7.39 ¢ per kWh for 24 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **ECO-Advantage 100% Renewable Fixed Price Offer**

7.25 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

---

### **ECO-Advantage 100% Renewable Fixed Price Offer**

7.29 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 3-Month Fixed Price Offer**

7.15 ¢ per kWh for 3 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 6-Month Fixed Price Offer**

6.55 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 12-Month Price Offer**

6.65 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### **Residential 18-Month Price Offer**

7.05 ¢ per kWh for 18 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## Residential 24-Month Fixed Price Offer

7.29 ¢ per kWh for 24 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## ECO-Advantage 100% Renewable Fixed Price Offer

6.85 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## ECO-Advantage 100% Renewable Fixed Price Offer

6.95 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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[Log in to your account to accept your renewal or contact a customer service representative at 1-877-726-0211 to decline.](#)

We value your business and look forward to providing your energy needs for many years to come. We are pleased that you have made AEP Energy your choice.

For assistance, please feel free to contact us on our toll free customer care number at **(866) 258-3782** or email us at [care@AEPenergy.com](mailto:care@AEPenergy.com).

Sincerely,  
AEP Energy Customer Care

Residential customer agreements automatically renew unless you decline service extension. If you choose to decline this agreement, AEP Energy will cancel your supply service on 11/04/2016 at which time you will be returned to the utility for both supply and delivery service.

If you do not respond, you will be auto-renewed at 7.09 cents per kWh for 12 month(s). The new auto-renewed fixed term contract may be cancelled by you at any time for any reason with no cancellation penalties.

You may also choose to purchase electricity supply from a supplier other than AEP Energy. The switch must be initiated at least 3 weeks prior to the expiry of your current contract on 11/04/2016 in order to be effective in time.

The PTC is subject to change quarterly or otherwise as set forth in the EDC's default service plan. For price-to-compare and further information, you may contact your local utility, the PA PUC at [www.papowerswitch.com](http://www.papowerswitch.com) or at 1-800-692-7380, or use the Office of Consumer Advocate's "ELECTRIC SHOPPING GUIDE" at [www.oca.state.PA.US](http://www.oca.state.PA.US) or reach them at toll-free 1-800-684-6560.

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**AEP Energy, Inc.**

225 W. Wacker Dr., Suite 700, Chicago, IL 60606

**(866) 258-3782**

[www.AEPenergy.com](http://www.AEPenergy.com) | [care@AEPenergy.com](mailto:care@AEPenergy.com) | [Privacy Policy](#)





**ELECTRIC GENERATION SUPPLIER CONTRACT  
SUMMARY  
("Contract Summary")**

**RESIDENTIAL - FIXED PRICE – PENNSYLVANIA**

<u>Electric Generation Supplier (EGS) Information</u>	<p>AEP Energy, Inc. 225 West Wacker Drive, Suite 700, Chicago IL 60606 AEPenergy.com   866-258-3782</p> <p>AEP Energy is responsible for the generation charges shown on your bill.</p>	
<u>Price Structure</u>	<p>Fixed Price: This Agreement is for an all-inclusive per kilowatt-hour ("kWh") price that will remain the same for the Term of the Agreement. See Paragraph 2 for details.</p>	
<u>Generation/Supply Price</u>	<p>7.09 cents per kWh for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees. See Paragraph 2 for details.</p>	
<u>Statement Regarding Savings</u>	<p>AEP Energy does not represent any guaranteed savings. The prices and charges paid to AEP Energy under this Agreement may not always provide savings to you.</p>	
<u>Deposit Requirements</u>	<p>None.</p>	
<u>Incentives</u>	<p>None.</p>	
<u>Contract Start Date</u>	<p>This Agreement will start on a meter-read date set by your EDC ("Start Date"). See Paragraph 4 for details.</p>	
<u>Contract Term/Length</u>	<p>12 monthly billing cycles ("Term").</p>	
<u>Cancellation/Early Termination Fees</u>	<p>You may cancel at any time during the Term without penalty. See <b>Section 7</b> for details.</p>	
<u>Renewal Terms</u>	<p>This Agreement may be automatically renewed with advance written notices. The Initial Notice will be sent to you 45 to 60 days prior to the expiration of this Agreement and the second notice will be sent to you no less than 30 days prior to the expiration of this Agreement. If you fail to respond to these notifications, you agree that this Agreement can be converted to a renewal agreement that will not include any cancellation/early termination fees. See Paragraph 9 for details.</p>	
<u>Electric Distribution Company (EDC) Information</u>	EDC Name:	West Penn Power
	EDC Address:	First Energy Utilities 76 S. Main Street Akron OH 44308

	EDC Phone:	1-800-686-0021
	EDC Website:	<a href="https://www.firstenergycorp.com/content/customer/west_penn_power.html">https://www.firstenergycorp.com/content/customer/west_penn_power.html</a>
	Your EDC is responsible for the distribution charges shown on your bill, as well as any emergencies and electric outages.	

## Electric Generation Supplier Terms and Conditions

TERM	GENERATION/SUPPLY PRICE	CANCELLATION/ EARLY TERMINATION FEE	CONTRACT RENEWAL	OTHER
12 monthly billing cycles ("Term").	7.09 cents per kWh for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 7 for details.	Your Agreement may be automatically renewed with advance written notices. See Section 9 for details.	

These Electric Generation Supplier Terms and Conditions and the attached Contract Summary, which is incorporated herein by reference, form your agreement ("Agreement") for Retail Electric Supply with AEP Energy.

### BACKGROUND

- AEP Energy, Inc. ("AEP Energy") is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2009-2132755.
- As an Electric Generation Supplier ("EGS"), AEP Energy will supply the electric generation and provide applicable transmission services to your Electric Distribution Company ("EDC") based on your usage. Your EDC will then distribute or deliver the electricity to you. Your Distribution Service will remain with your EDC.
- You will receive a single bill from your EDC that will contain the EDC's charges and AEP Energy's charges.
- AEP Energy sets the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- This is an agreement for Retail Electric Supply (as hereinafter defined) between you and AEP Energy. **Please keep a copy of this Agreement for your records.**
- Right of Rescission – You may cancel this Agreement in writing or orally at any time before midnight of the third business day after receiving this Agreement. See Paragraph 12 for details.

### DEFINITIONS:

- "Generation Charge" means the charge for producing electricity. Generation prices and charges are set by the EGS you have chosen, which is AEP Energy. The PUC does not regulate generation prices.
- "Generation Service" means the production of electricity. This

service is included in the price that AEP Energy charges you, as described herein.

- "Generation-Related Charges" means those charges or costs associated with the procurement and supply of electricity.
- "Transmission Charge" means the charge for transporting electricity from the generation source to your EDC. The Federal Energy Regulatory Commission regulates retail transmission prices and services.
- "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDC. This service is included in the price that AEP Energy charges you, as described in the herein.
- "Distribution Service" means the physical delivery of electricity to customers by the EDC. The PUC regulates distribution prices and services.
- "Non-bypassable utility charges and fees" means those EDC charges and fees payable by you regardless of whether the EDC or a EGS provides Generation Service.

### TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Residential customer accounts that are on residential rates codes are eligible for this offer from AEP Energy.
2. **Price.** During the term of this Agreement, you agree to pay AEP Energy the price listed above, which is inclusive of all applicable combined Generation Charges, Transmission Charges and Transmission Services (if bypassable), Generation Service, Generation-Related Charges, energy losses, capacity, Renewable Energy Credits (RECs), if purchasing a renewable energy plan and estimated current total state taxes, including any applicable taxes, if any and including current Gross Receipts Tax ("GRT"), but excludes applicable state and local sales taxes, and is applicable 24 hours a day ("Retail Electric Supply"). For the "Term" described in the Contract Summary, all kilowatt-hours ("kWh") of electric

energy metered by the EDC shall be billed at the rate per kWh specified in the Contract Summary. In addition to AEP Energy's charges, you will be charged by your EDC for Distribution Service and other EDC charges and fees. Your price does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

**3. Material Adverse Change.** To the extent you have a fixed rate for Retail Electric Supply from AEP Energy and performance of this Agreement becomes uneconomical for AEP Energy due to events that are beyond AEP Energy's reasonable control and/or AEP Energy is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or PUC rule or order, AEP Energy may propose change(s) to the terms of this Agreement, including, but not limited to, passing through such additional costs and, thus, increasing your price. If any of the above situations occur, AEP Energy may offer you new terms for this Agreement, in which case you will receive the notices described in Paragraph 9 below. You must indicate your acceptance of the new terms as specified in the notices. If you do not contact AEP Energy to accept the new terms, (a) this Agreement will terminate on the date specified in the notices, (b) you may be returned to your EDC for Retail Electric Supply, (c) you will not be responsible for the cancellation/termination fee (if any) set forth above and Paragraph 7 and (d) you must still pay all AEP Energy charges through the date you are returned to your EDC or switched to another EGS for service.

**4. Term (Length of Agreement).** Your service from AEP Energy will begin with the next available meter-reading following: a) the Rescission Period; b) the acceptance of the enrollment request by AEP Energy (at its discretion and consistent with Paragraph 8 below), and c) processing of the enrollment by your EDC, and will continue for the Term, unless otherwise terminated or renewed, ending on the meter read date for the last month of service. The Term (in months) is shown above.

**5. Billing.** You will continue to receive a single bill, typically on a monthly basis, from your EDC that will contain both your EDC and AEP Energy charges, including applicable taxes. AEP Energy offers budget billing for AEP Energy's charges. If you do not pay your bill by close of business on the due date, AEP Energy may cancel this Agreement in accordance with the notice provisions set forth below in Paragraph 7. Upon cancellation you will be returned to your EDC as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges, penalties or fees. Further, your failure to pay EDC charges may result in your electric service being disconnected in accordance with the EDC tariff.

**6. Penalties, Fees and Exceptions.** If you do not pay the

full amount owed to AEP Energy by the close of business on the day the bill is due, as set forth on the invoice, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, you agree to pay reasonable fees and expenses (including attorneys' fees) that we incur in the collection process.

**7. Cancellation/Termination Provisions/Failure to Pay.** After your service begins, you may cancel this Agreement at any time during the Term for any reason, but you will be required to pay an Early Termination Fee, if any, as defined and described above. If an Early Termination Fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it.

You may cancel this Agreement by contacting AEP Energy using the contact information set forth in Paragraph 18. At that time, you will be required to select another supplier or return to the EDC for electric generation service. When you cancel, you will remain responsible to pay AEP Energy for all kWh of electric energy used before this Agreement is cancelled, as well as any late payment charges. Your cancellation will not be effective until the next meter-reading by the EDC.

Any failure to pay undisputed amounts due to AEP Energy or other failure to perform your obligations under this Agreement shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement. There will be a charge as specified above if you breach this Agreement in accordance with the preceding sentence. Even if you have not breached this Agreement, AEP Energy may decide to terminate this Agreement if there is a Material Adverse Change as described in Paragraph 3. You will not be responsible for the cancellation/termination fee (if any) set forth above and in this Paragraph 7 if we terminate for a Material Adverse Change. If we cancel this Agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you.

This Agreement is automatically cancelled if (a) your electric service is terminated by your EDC or (b) the EDC switches your Retail Electric Supply to another EGS or to the EDC.

**8. Customer 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 EDC that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the Rescission Period, and c) acceptance of enrollment by your EDC.

**9. Contract Renewal/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notification that precede either the expiration date or the effective date of the proposed changes. The initial notice will be provided 45 to 60 days prior to said dates, and the second notice will be provided no less than 30 days prior to said dates. These notifications will explain your options going forward. If you fail to respond within ten (10) days after your receipt of the second notice, you agree that this Agreement can be renewed or changed in accordance with the terms in the notices. Any renewal of this Agreement will not include any cancellation/early termination fees. Consistent with applicable rules, AEP Energy can convert a fixed term contract into either a month-to-month contract or another fixed term contract. You agree to receive notices for contract renewal and changes to terms and conditions through electronic means, where permitted under applicable law.

**10. Dispute Procedures.** Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO BOX 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy, you may call the PUC. The PUC can be reached toll free at 1-800-692-7380.

**11. Miscellaneous.** AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your local EDC. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDC if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. This Agreement supersedes all prior written or oral agreements.

**12. RIGHT OF RESCISSION.** You have the right to rescind your enrollment without penalty within three (3) business days following your receipt of this Agreement (the "Rescission Period"). The Right of Rescission only applies when you initially switch to AEP Energy and not upon renewal. If this Agreement is not rescinded during this period, your enrollment will be sent to your EDC. A confirmation notice of enrollment with AEP Energy will be sent to you by your EDC.

**13. Warranty and Force Majeure.** AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF 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 PERFORMANCE 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 Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond the control of 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.

**14. 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 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;

PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**15. Customer Liability and Indemnification of AEP Energy.**

You assume full responsibility for retail electricity furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates or subcontractors, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for service interruptions, loss or termination of service, deterioration of electric services, personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity supplied to you and/or your performance under the Agreement. AEP Energy shall cease to have title to and risk of loss related to the electricity when it is delivered to you at the delivery point(s) and on your side of the delivery points(s). Neither AEP Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation service on the date specified herein due to any failure or delay in enrolling you with the EDC.

**16. Assignment.** You shall not transfer or 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 EGS, including any successor, in accordance with the rules and regulations of the Commission.

**17. Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of

Pennsylvania without giving effect to any conflicts of law principles which otherwise might be applicable.

**18. Contact Information.**

AEP Energy, PO Box 3489, Chicago, IL 60654. For more information, call 1-866-258-3782 or visit AEPenergy.com.

Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from AEP Energy upon request.

In case of emergency, including electric outage, please contact your EDC. Please refer to the Contract Summary for your EDC's contact information. Please refer to the Contract Summary for your EDC's contact information.

You may contact the Pennsylvania Utility Commission, with an informal complaint or otherwise, as follows: (a) call 1-888-782-3228; or (b) PO Box 3265, Harrisburg, PA 17105-3265.

Your EDC may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any, can be obtained by contacting your EDC at the number listed in the Contract Summary.

Utility Choice Hotline Number:

1-800-692-7380

Universal Service Program Name:

West Penn Power

Phone Number:

1-800-686-0021



## RENEWAL NOTICE

September 07, 2017

AMANDA KLAGES  
229 Old Scales Rd  
Washington, PA 15301

Dear AMANDA KLAGES,

Thank you for being a valued customer of AEP Energy! **This letter is to inform you that your energy supply price plan will expire on 11/06/2017.** We would like to invite you to re-enroll in one of our low and secure price plans. By doing so, you'll continue to enjoy peace of mind knowing your energy bills are protected against potentially rising energy supply costs.

Please review and accept an offer by logging in to your AEP Energy account or by calling our Customer Care Team at 1-866-258-3782 before 10/16/2017.

We appreciate your business, and we look forward to providing you with competitive energy supply prices for many years to come. We are pleased that you have made AEP Energy, America's Energy Partner<sup>SM</sup>, your choice. For assistance, please contact our Customer Care Team at 1-866-258-3782 or visit [aepenergy.com/care](http://aepenergy.com/care).



### online account management

Keep tabs on how much you may be saving, review usage information, renew your contract and more! If you don't have a username and password, please visit [AEPenergy.com/login](http://AEPenergy.com/login) and select "Create new account".

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### Residential 12-Month Price Offer

6.29 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### Residential 6-Month Fixed Price Offer

6.45 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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### ECO-Advantage 100% Renewable Fixed Price Offer

6.55 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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If you choose to accept one of the above renewal offers, the renewal offer will be effective starting with the 11/06/2017 meter read. In the next few weeks, you will receive a follow-up notice from AEP Energy detailing your options.

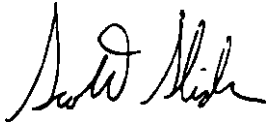
Residential customer agreements automatically renew unless you decline service extension. If you choose to decline this agreement, AEP Energy will cancel your supply service on 11/06/2017 at which time you will be returned to the utility for both supply and delivery service.

If you do not respond, you will be auto-renewed at 6.29 cents per kWh for 12 month(s). The new auto-renewed fixed term contract may be cancelled by you at any time for any reason with no cancellation penalties. Your existing fixed term contract does not contain a cancellation fee.

You may also choose to purchase electricity supply from a supplier other than AEP Energy. The switch must be initiated at least 1 week prior to the expiry of your current contract on 11/06/2017 in order to be effective in time.

The Utility's Price-to-Compare (PTC) is subject to change quarterly or otherwise as set forth in the EDC's default service plan. For price-to-compare and further information, you may contact your local utility, the PA PUC at [www.papowerswitch.com](http://www.papowerswitch.com) or at 1-800-692-7380, or use the Office of Consumer Advocate's "ELECTRIC SHOPPING GUIDE" at [www.oca.state.PA.US](http://www.oca.state.PA.US) or reach them at toll-free 1-800-684-6560.

Sincerely,



Scott D. Slisler  
President, Residential Business

AEP Energy is an Electric Generation Supplier (EGS) and is not soliciting on behalf of and is not affiliated with or an agent of your Electric Distribution Company.  
For more information, call toll free 1-866-258-3782, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit [AEPenergy.com](http://AEPenergy.com).



## FINAL NOTICE

September 22, 2017

AMANDA KLAGES  
229 Old Scales Rd  
Washington, PA 15301

Dear AMANDA KLAGES,

Thank you for being a valued customer of AEP Energy! **This letter is to inform you that your energy supply price plan will expire on 11/06/2017.** We would like to invite you to re-enroll in one of our low and secure price plans. By doing so, you'll continue to enjoy peace of mind knowing your energy bills are protected against potentially rising energy supply costs.

Please review and accept an offer by logging in to your AEP Energy account or by calling our Customer Care Team at 1-866-258-3782 before 10/16/2017.

We appreciate your business, and we look forward to providing you with competitive energy supply prices for many years to come. We are pleased that you have made AEP Energy, America's Energy Partner<sup>SM</sup>, your choice. For assistance, please contact our Customer Care Team at 1-866-258-3782 or visit [aepenergy.com/care](http://aepenergy.com/care).



### online account management

Keep tabs on how much you may be saving, review usage information, renew your contract and more! If you don't have a username and password, please visit [AEPenergy.com/login](http://AEPenergy.com/login) and select "Create new account".

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## Residential 12-Month Price Offer

6.29 ¢ per kWh for 12 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

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## Residential 6-Month Fixed Price Offer

6.45 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

---

## ECO-Advantage 100% Renewable Fixed Price Offer

6.55 ¢ per kWh for 6 month(s)

Cancellation fee: \$0.00 No Early Termination Fee

---

If you choose to accept one of the above renewal offers, the renewal offer will be effective starting with the 11/06/2017 meter read. In the next few weeks, you will receive a follow-up notice from AEP Energy detailing your options.

Residential customer agreements automatically renew unless you decline service extension. If you choose to decline this agreement, AEP Energy will cancel your supply service on 11/06/2017 at which time you will be returned to the utility for both supply and delivery service.

If you do not respond, you will be auto-renewed at 6.29 cents per kWh for 12 month(s). The new auto-renewed fixed term contract may be cancelled by you at any time for any reason with no cancellation penalties. Your existing fixed term contract does not contain a cancellation fee.

You may also choose to purchase electricity supply from a supplier other than AEP Energy. The switch must be initiated at least 1 week prior to the expiry of your current contract on 11/06/2017 in order to be effective in time.

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Sincerely,



Scott D. Slisler  
President, Residential Business

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For more information, call toll free 1-866-258-3782, write to: AEP Energy, PO Box 3489, Chicago, IL 60654, or visit [AEPenergy.com](http://AEPenergy.com).



**ELECTRIC GENERATION SUPPLIER CONTRACT  
SUMMARY  
("Contract Summary")**

<b>RESIDENTIAL - FIXED PRICE – PENNSYLVANIA</b>					
<u>Electric Generation Supplier (EGS) Information</u>	<p>AEP Energy, Inc. 225 West Wacker Drive, Suite 700, Chicago IL 60606 AEPenergy.com   866-258-3782</p> <p>AEP Energy is responsible for the generation charges shown on your bill.</p>				
<u>Price Structure</u>	Fixed Price: This Agreement is for an all-inclusive per kilowatt-hour ("kWh") price that will remain the same for the Term of the Agreement. See Paragraph 2 for details.				
<u>Generation/Supply Price</u>	<b>6.29</b> cents per kWh for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees. See Paragraph 2 for details.				
<u>Statement Regarding Savings</u>	AEP Energy does not represent any guaranteed savings. The prices and charges paid to AEP Energy under this Agreement may not always provide savings to you.				
<u>Deposit Requirements</u>	None.				
<u>Incentives</u>	None.				
<u>Contract Start Date</u>	This Agreement will start on a meter-read date set by your EDC ("Start Date"). See Paragraph 4 for details.				
<u>Contract Term/Length</u>	12 monthly billing cycles ("Term").				
<u>Cancellation/Early Termination Fees</u>	You may cancel at any time during the Term without penalty. See <b>Section 7</b> for details.				
<u>Renewal Terms</u>	This Agreement may be automatically renewed with advance written notices. The Initial Notice will be sent to you 45 to 60 days prior to the expiration of this Agreement and the second notice will be sent to you no less than 30 days prior to the expiration of this Agreement. If you fail to respond to these notifications, you agree that this Agreement can be converted to a renewal agreement that will not include any cancellation/early termination fees. See Paragraph 9 for details.				
<u>Electric Distribution Company (EDC) Information</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">EDC Name:</td> <td>West Penn Power</td> </tr> <tr> <td>EDC Address:</td> <td>First Energy Utilities 76 S. Main Street Akron OH 44308</td> </tr> </table>	EDC Name:	West Penn Power	EDC Address:	First Energy Utilities 76 S. Main Street Akron OH 44308
EDC Name:	West Penn Power				
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	EDC Phone:	1-800-686-0021
	EDC Website:	<a href="https://www.firstenergycorp.com/content/customer/west_penn_power.html">https://www.firstenergycorp.com/content/customer/west_penn_power.html</a>
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Electric Generation Supplier Terms and Conditions

TERM	GENERATION/SUPPLY PRICE	CANCELLATION/ EARLY TERMINATION FEE	CONTRACT RENEWAL	OTHER
12 monthly billing cycles ("Term").	6.29 cents per kWh for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 7 for details.	Your Agreement may be automatically renewed with advance written notices. See Section 9 for details.	

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**BACKGROUND**

- AEP Energy, Inc. ("AEP Energy") is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2009-2132755.
- As an Electric Generation Supplier ("EGS"), AEP Energy will supply the electric generation and provide applicable transmission services to your Electric Distribution Company ("EDC") based on your usage. Your EDC will then distribute or deliver the electricity to you. Your Distribution Service will remain with your EDC.
- You will receive a single bill from your EDC that will contain the EDC's charges and AEP Energy's charges.
- AEP Energy sets the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- This is an agreement for Retail Electric Supply (as hereinafter defined) between you and AEP Energy. **Please keep a copy of this Agreement for your records.**
- Right of Rescission – You may cancel this Agreement in writing or orally at any time before midnight of the third business day after receiving this Agreement. See Paragraph 12 for details.

**DEFINITIONS:**

- "Generation Charge" means the charge for producing electricity. Generation prices and charges are set by the EGS you have chosen, which is AEP Energy. The PUC does not regulate generation prices.
- "Generation Service" means the production of electricity. This

service is included in the price that AEP Energy charges you, as described herein.

- "Generation-Related Charges" means those charges or costs associated with the procurement and supply of electricity.
- "Transmission Charge" means the charge for transporting electricity from the generation source to your EDC. The Federal Energy Regulatory Commission regulates retail transmission prices and services.
- "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDC. This service is included in the price that AEP Energy charges you, as described in the herein.
- "Distribution Service" means the physical delivery of electricity to customers by the EDC. The PUC regulates distribution prices and services.
- "Non-bypassable utility charges and fees" means those EDC charges and fees payable by you regardless of whether the EDC or a EGS provides Generation Service.

**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Residential customer accounts that are on residential rates codes are eligible for this offer from AEP Energy.
2. **Price.** During the term of this Agreement, you agree to pay AEP Energy the price listed above, which is inclusive of all applicable combined Generation Charges, Transmission Charges and Transmission Services (if bypassable), Generation Service, Generation-Related Charges, energy losses, capacity, Renewable Energy Credits (RECs), if purchasing a renewable energy plan and estimated current total state taxes, including any applicable taxes, if any and including current Gross Receipts Tax ("GRT"), but excludes applicable state and local sales taxes, and is applicable 24 hours a day ("Retail Electric Supply"). For the "Term" described in the Contract Summary, all kilowatt-hours ("kWh") of electric

energy metered by the EDC shall be billed at the rate per kWh specified in the Contract Summary. In addition to AEP Energy's charges, you will be charged by your EDC for Distribution Service and other EDC charges and fees. Your price does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

**3. Material Adverse Change.** To the extent you have a fixed rate for Retail Electric Supply from AEP Energy and performance of this Agreement becomes uneconomical for AEP Energy due to events that are beyond AEP Energy's reasonable control and/or AEP Energy is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or PUC rule or order, AEP Energy may propose change(s) to the terms of this Agreement, including, but not limited to, passing through such additional costs and, thus, increasing your price. If any of the above situations occur, AEP Energy may offer you new terms for this Agreement, in which case you will receive the notices described in Paragraph 9 below. You must indicate your acceptance of the new terms as specified in the notices. If you do not contact AEP Energy to accept the new terms, (a) this Agreement will terminate on the date specified in the notices, (b) you may be returned to your EDC for Retail Electric Supply, (c) you will not be responsible for the cancellation/termination fee (if any) set forth above and Paragraph 7 and (d) you must still pay all AEP Energy charges through the date you are returned to your EDC or switched to another EGS for service.

**4. Term (Length of Agreement).** Your service from AEP Energy will begin with the next available meter-reading following: a) the Rescission Period; b) the acceptance of the enrollment request by AEP Energy (at its discretion and consistent with Paragraph 8 below), and c) processing of the enrollment by your EDC, and will continue for the Term, unless otherwise terminated or renewed, ending on the meter read date for the last month of service. The Term (in months) is shown above.

**5. Billing.** You will continue to receive a single bill, typically on a monthly basis, from your EDC that will contain both your EDC and AEP Energy charges, including applicable taxes. AEP Energy offers budget billing for AEP Energy's charges. If you do not pay your bill by close of business on the due date, AEP Energy may cancel this Agreement in accordance with the notice provisions set forth below in Paragraph 7. Upon cancellation you will be returned to your EDC as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges, penalties or fees. Further, your failure to pay EDC charges may result in your electric service being disconnected in accordance with the EDC tariff.

**6. Penalties, Fees and Exceptions.** If you do not pay the

full amount owed to AEP Energy by the close of business on the day the bill is due, as set forth on the invoice, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, you agree to pay reasonable fees and expenses (including attorneys' fees) that we incur in the collection process.

**7. Cancellation/Termination Provisions/Failure to Pay.** After your service begins, you may cancel this Agreement at any time during the Term for any reason, but you will be required to pay an Early Termination Fee, if any, as defined and described above. If an Early Termination Fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it.

You may cancel this Agreement by contacting AEP Energy using the contact information set forth in Paragraph 18. At that time, you will be required to select another supplier or return to the EDC for electric generation service. When you cancel, you will remain responsible to pay AEP Energy for all kWh of electric energy used before this Agreement is cancelled, as well as any late payment charges. Your cancellation will not be effective until the next meter-reading by the EDC.

Any failure to pay undisputed amounts due to AEP Energy or other failure to perform your obligations under this Agreement shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement. There will be a charge as specified above if you breach this Agreement in accordance with the preceding sentence. Even if you have not breached this Agreement, AEP Energy may decide to terminate this Agreement if there is a Material Adverse Change as described in Paragraph 3. You will not be responsible for the cancellation/termination fee (if any) set forth above and in this Paragraph 7 if we terminate for a Material Adverse Change. If we cancel this Agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you.

This Agreement is automatically cancelled if (a) your electric service is terminated by your EDC or (b) the EDC switches your Retail Electric Supply to another EGS or to the EDC.

**8. Customer 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 EDC that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the Rescission Period, and c) acceptance of enrollment by your EDC.

**9. Contract Renewal/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notification that precede either the expiration date or the effective date of the proposed changes. The initial notice will be provided 45 to 60 days prior to said dates, and the second notice will be provided no less than 30 days prior to said dates. These notifications will explain your options going forward. If you fail to respond within ten (10) days after your receipt of the second notice, you agree that this Agreement can be renewed or changed in accordance with the terms in the notices. Any renewal of this Agreement will not include any cancellation/early termination fees. Consistent with applicable rules, AEP Energy can convert a fixed term contract into either a month-to-month contract or another fixed term contract. You agree to receive notices for contract renewal and changes to terms and conditions through electronic means, where permitted under applicable law.

**10. Dispute Procedures.** Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO BOX 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy, you may call the PUC. The PUC can be reached toll free at 1-800-692-7380.

**11. Miscellaneous.** AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your local EDC. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDC if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. This Agreement supersedes all prior written or oral agreements.

**12. RIGHT OF RESCISSION.** You have the right to rescind your enrollment without penalty within three (3) business days following your receipt of this Agreement (the "Rescission Period"). The Right of Rescission only applies when you initially switch to AEP Energy and not upon renewal. If this Agreement is not rescinded during this period, your enrollment will be sent to your EDC. A confirmation notice of enrollment with AEP Energy will be sent to you by your EDC.

**13. Warranty and Force Majeure.** AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF 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 PERFORMANCE 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 Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond the control of 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.

**14. 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 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;

PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**15. Customer Liability and Indemnification of AEP Energy.** You assume full responsibility for retail electricity furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates or subcontractors, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for service interruptions, loss or termination of service, deterioration of electric services, personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity supplied to you and/or your performance under the Agreement. AEP Energy shall cease to have title to and risk of loss related to the electricity when it is delivered to you at the delivery point(s) and on your side of the delivery points(s). Neither AEP Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation service on the date specified herein due to any failure or delay in enrolling you with the EDC.

**16. Assignment.** You shall not transfer or 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 EGS, including any successor, in accordance with the rules and regulations of the Commission.

**17. Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of

Pennsylvania without giving effect to any conflicts of law principles which otherwise might be applicable.

**18. Contact Information.**

AEP Energy, PO Box 3489, Chicago, IL 60654. For more information, call 1-866-258-3782 or visit [AEPenergy.com](http://AEPenergy.com).

Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from AEP Energy upon request.

In case of emergency, including electric outage, please contact your EDC. Please refer to the Contract Summary for your EDC's contact information. Please refer to the Contract Summary for your EDC's contact information.

You may contact the Pennsylvania Utility Commission, with an informal complaint or otherwise, as follows: (a) call 1-888-782-3228; or (b) PO Box 3265, Harrisburg, PA 17105-3265.

Your EDC may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any, can be obtained by contacting your EDC at the number listed in the Contract Summary.

Utility Choice Hotline Number:

1-800-692-7380

Universal Service Program Name:

West Penn Power

Phone Number:

1-800-686-0021

KEEP A

GOOD THING

GOING

AEP  
ENERGY

An AEP Company

## INITIAL NOTICE

SERVICE ADDRESS 1651 Grimm Dr Washington, PA 15301  
AEP ENERGY'S ACCOUNT NUMBER 08058478900006724025

Dear Amanda N Klages,

AEP Energy is so proud to be your energy supply partner and want to keep a good thing going . . . your current price plan with us will end on Nov 5, 2018 and it's time to choose your next fixed price plan.

It is so simple to re-enroll and spending just a few minutes will benefit your electricity bill for months to come. To learn about and to select a price plan that works for you, simply give us a call or visit us online.

ONLINE | Visit [AEPenergy.com/login](http://AEPenergy.com/login) to sign in to your Customer Account Portal

PHONE | Call 1-877-648-1930 to speak to an Enrollment Specialist at our U.S. based Contact Center

## RELAX AND REST ASSURED

Because life happens, we've got you covered. Don't worry, if we don't hear from you by November 5, 2018, when your current price plan ends your account will automatically renew on a month-to-month managed price plan without any contract termination fees unless you cancel the contract by calling us toll free at 1-877-648-1930.

In the next few weeks, you will receive a second notice from AEP Energy detailing your options upon expiration of your energy supply plan if you do not choose a new pricing plan.

Whether you act or not, you can have peace of mind that you are with a supplier that you can trust with your home's energy needs and we can continue to proudly serve you!

Sincerely,



Scott D. Slisher  
President, Residential Business

AEP Energy is an Electric Generation Supplier (EGS) and is not soliciting on behalf of and is not affiliated with or an agent of your Electric Distribution Company. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customers do not need to purchase electric generation supply from AEP Energy in order to continue to receive regulated service from their utility.

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BBB Rating: A+

An Accredited  
Member Since 2009

## OUR SATISFIED CUSTOMERS HAVE A LOT TO SAY ABOUT US...

*“ I chose AEP Energy because of the lower prices offered, no hidden fees and easy enrollment process. I stayed with AEP Energy because of the high quality of service, continued low prices, no fees and the availability of responsive, helpful customer service representatives at convenient times. ”*

-Courtney S., Dubois

*“ I have been a satisfied customer for several years. I learned that I can purchase wind energy credits and the cost is comparable to other forms of electricity. Service has been seamless and re-enrollment is easy. I am very happy with AEP Energy! ”*

-Virginia B., Prairie Grove

*“ When shopping for an electricity supplier, AEP Energy continued to come up with low, competitive rates. I was able to select the term I wanted with no termination fees. They continue to stay in contact with me via emails or snail mail. The re-enrollment was super-fast and easy. Simply log in, pick the plan, done. ”*

-Russell W., York Springs



*Earn Reward Dollars  
When You Re-Enroll!*

When you re-enroll in a new fixed price plan, you can earn Reward Dollars to use in AEP Energy Reward Store, our one-stop online marketplace where you can conveniently shop for energy-saving products for your home.

Visit [AEPenergy.com/rewardstore](http://AEPenergy.com/rewardstore) to learn more!



*91% Overall Customer  
Satisfaction Rating*



*Over 100 years of  
industry experience*

For customers currently taking service under our ECO-Advantage® Renewable Price Plan, service under the month-month variable price renewal contract will not be an ECO-Advantage Renewable product. For more information or if you wish to cancel your service with AEP Energy at the end of your contract term, please contact us by November 5, 2018 at 1-877-648-1930 toll free; write to AEP Energy, PO Box 3489, Chicago, IL 60654; or visit [AEPenergy.com](http://AEPenergy.com).

KEEP A

GOOD THING

GOING

AEP ENERGY

An AEP Company

## OPTIONS NOTICE

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## RELAX AND REST ASSURED

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If you call us to cancel, AEP Energy will cancel your supply service on Nov 5, 2018 at which time you will be returned to the utility for both supply and delivery service unless you choose a new pricing plan with us or a new supplier.

Whether you act or not, you can have peace of mind that you are with a supplier that you can trust with your home's energy needs and we can continue to proudly serve you!

Sincerely,



Scott D. Slisher



BBB Rating: A+

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Member Since 2009

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## OUR SATISFIED CUSTOMERS HAVE A LOT TO SAY ABOUT US<sup>sm</sup>

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Visit [AEPenergy.com/rewardstore](http://AEPenergy.com/rewardstore) to learn more!



91% Overall Customer  
Satisfaction Rating



Over 100 years of  
industry experience

If your next billing cycle is in November 2018, the price for the first month on this new contract will be 6.99 cents per kWh. If your next billing cycle is in December 2018, the price for the first month on this new contract will be 7.99 cents per kWh. This may be cancelled by you at any time for any reason with no cancellation penalties. See the attached contract summary and terms and conditions for details. For further information, you may contact your local utility, the PA PUC at [www.papowerswitch.com](http://www.papowerswitch.com) or at 1-800-692-7380, or use the Office of Consumer Advocate's "ELECTRIC SHOPPING GUIDE" at [www.oca.state.PA.US](http://www.oca.state.PA.US) or reach them at toll-free 1-800-684-6560. For customers currently taking service under our ECO-Advantage<sup>®</sup> Renewable Price Plan, service under the month-month variable price renewal contract will not be an ECO-Advantage Renewable product. For more information or if you wish to cancel your service with AEP Energy at the end of your contract term, please contact us by November 14, 2018 at 1-877-648-1930 toll free; write to AEP Energy, PO Box 3489, Chicago, IL 60654; or visit [AEPenergy.com](http://AEPenergy.com).



**Electric Generation Supplier Contract Summary (“Contract Summary”)**

<b>RESIDENTIAL - VARIABLE PRICE – PENNSYLVANIA</b>	
<u>Electric Generation Supplier (EGS) Information</u>	<p>AEP Energy, Inc.            225 West Wacker Drive, Suite 700, Chicago, IL 60606            AEPenergy.com   866-258-3782</p> <p>AEP Energy is responsible for the generation charges shown on your bill.</p>
<u>Price Structure</u>	<p>Variable Price: This Agreement is for an all-inclusive per kWh price that can change, by the hour, day, month, etc. according to the terms and conditions set forth in the attached disclosure statement. See Paragraph 2 for details.</p>
<u>Generation/Supply Price</u>	<p>This Agreement will be priced on a month-to-month basis at a variable price per kWh, based upon the applicable RTO prevailing market and business conditions for electricity at the EDC load zone or equivalent market delivery point, plus an adder of up to \$0.05 per kWh, for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees. See Paragraph 2 for details.</p>
<u>Statement Regarding Savings</u>	<p>AEP Energy does not represent any guaranteed savings. The prices and charges paid to AEP Energy under this Agreement may not always provide savings to you.</p>
<u>Deposit Requirements</u>	<p>None.</p>
<u>Incentives</u>	<p>None.</p>
<u>Contract Start Date</u>	<p>This Agreement will start on a meter-read date set by your EDC (“Start Date”). See Paragraph 4 for details.</p>
<u>Contract Term/Length</u>	<p>This is a month-to-month contract that will continue until cancelled by you or us.</p>
<u>Cancellation/Early Termination Fees</u>	<p>None.</p>
<u>Renewal Terms</u>	<p>This Agreement continues on a month-to-month basis until cancelled by you or us. See Paragraph 9 for details.</p>
<u>Electric Distribution Company (EDC) Information</u>	<p>EDC Name: West Penn Power</p>
	<p>EDC Address: First Energy Utilities            76 S. Main Street            Akron OH 44308</p>
	<p>EDC Phone: 1-800-686-0021</p>
	<p>EDC Website: <a href="https://www.firstenergycorp.com/content/customer/west_penn_power.html">https://www.firstenergycorp.com/content/customer/west_penn_power.html</a></p>
	<p>Your EDC is responsible for the distribution charges shown on your bill, as well as any emergencies and electric outages.</p>

## Electric Generation Supplier Terms and Conditions

TERM	GENERATION/SUPPLY PRICE	CANCELLATION/ EARLY TERMINATION FEE	CONTRACT RENEWAL	OTHER
This is a month-to-month contract that will continue until cancelled by you or us.	<p>This Agreement will be priced on a month-to-month basis at a variable price per kWh, based upon the applicable RTO prevailing market and business conditions for electricity at the EDC load zone or equivalent market delivery point, plus an adder of up to \$0.05 per kWh, for Generation and Transmission Services and Gross Receipts Tax (GRT). Price excludes other taxes, utility Distribution Service charges and other non-bypassable utility charges and fees. See Paragraph 2 for details.</p> <p>Your price will be as stated in your options notice in cents per kWh.</p>	None.	This is a month-to-month contract that will continue until cancelled by you or us. See Section 9 for details.	N/A

These Electric Generation Supplier Terms and Conditions and the attached Contract Summary, which is incorporated herein by reference, form your agreement ("Agreement") for Retail Electric Supply with AEP Energy.

### BACKGROUND

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**2. Price.** This Agreement will be priced on a month-to-month basis at a variable price per kWh, based upon the applicable RTO prevailing market and business conditions for electricity at the EDC load zone or equivalent market delivery point, plus an adder of up to \$0.05 per kWh for Generation Service and applicable Transmission Service. You may obtain next month's variable price by calling an AEP Energy Service Representative at the toll-free at (866) 258-3782. Pricing is generally available on the 15<sup>th</sup> business day of each month for the next billing cycle. You will also be provided 30 advance days' notice of any change in pricing. To obtain the previous 24 months' average monthly billed prices for customers in your rate class and EDC service territory, contact us at (866) 258-3782 or visit AEPEnergy.com. Historical pricing is not indicative of present or future pricing.

**3. Material Adverse Change.** To the extent you have a fixed rate for Retail Electric Supply from AEP Energy and performance of this Agreement becomes uneconomical for AEP Energy due to events that are beyond AEP Energy's reasonable control and/or AEP Energy is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or PUC rule or order, AEP Energy may propose change(s) to the terms of this Agreement, including, but not limited to, passing through such additional costs and, thus, increasing your price. If any of the above situations occur, AEP Energy may offer you new terms for this Agreement, in which case you will receive the notices described in Paragraph 9 below. You must indicate your acceptance of the new terms as specified in the notices. If you do not contact AEP Energy to accept the new terms, (a) this Agreement will terminate on the date specified in the notices, (b) you may be returned to your EDC for Retail Electric Supply, (c) you will not be responsible for the cancellation/ termination fee (if any) set forth above and Paragraph 7 and (d) you must still pay all AEP Energy charges through the date you are returned to your EDC or switched to another EGS for service.

**4. Term (Length of Agreement).** Your service from AEP Energy will continue uninterrupted on a month-to-month basis until canceled by either you or us.

**5. Billing.** You will continue to receive a single bill, typically on a monthly basis, from your EDC that will contain both your EDC and AEP Energy charges, including applicable taxes. AEP Energy offers budget billing for AEP Energy's charges. If you do not pay your bill by close of business on the due date, AEP Energy may cancel this Agreement in accordance with the notice provisions set forth below in Paragraph 7. Upon cancellation you will be returned to your EDC as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges, penalties or fees. Further, your failure to pay EDC charges may result in your electric service being disconnected in accordance with the EDC tariff.

**6. Penalties, Fees and Exceptions.** If you do not pay the full amount owed to AEP Energy by the

close of business on the day the bill is due, as set forth on the invoice, AEP Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Energy. If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, you agree to pay reasonable fees and expenses (including attorneys' fees) that we incur in the collection process.

**7. Cancellation Provisions.** You may cancel this Agreement at any time by contacting AEP Energy using the contact information set forth in Paragraph 18. At that time, you will be required to select another supplier or return to the EDC for electric generation service. When you cancel, you will remain responsible to pay AEP Energy for all kWh of electric energy used before this Agreement is cancelled. Your cancellation will not be effective until the next meter-reading by the EDC.

Any failure to pay undisputed amounts due to AEP Energy or other failure to perform your obligations under this Agreement shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement. There will be a charge as specified above if you breach this Agreement in accordance with the preceding sentence. Even if you have not breached this Agreement, AEP Energy may decide to terminate this Agreement if there is a Material Adverse Change as described in Paragraph 3. You will not be responsible for the cancellation/termination fee (if any) set forth above and in this Paragraph 7 if we terminate for a Material Adverse Change. If we cancel this Agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you.

This Agreement is automatically cancelled if (a) your electric service is terminated by your EDC or (b) the EDC switches your Retail Electric Supply to another EGS or to the EDC.

**8. Customer 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 EDC that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. This Agreement shall be considered executed by AEP Energy following: a) acceptance of your enrollment request by AEP Energy; b) the end of the Rescission Period, and c) acceptance of enrollment by your EDC.

**9. Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notification that precede either the expiration date or the effective date of the proposed changes. You agree to receive notices for contract renewal and changes to terms and conditions through electronic means, where permitted under applicable law.

**10. Dispute Procedures.** Contact AEP Energy with any questions concerning the terms of service by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, PO BOX 3489, Chicago, IL 60654. Our web address is AEPenergy.com. If your complaint is not resolved after you have called AEP Energy, you may call the PUC. The PUC can be reached toll free at 1-800-692-7380.

**11. Miscellaneous.** AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your local EDC. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDC if your rate code or meter type is changed and/or the account is no longer eligible for this program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and delivered to the address or email address maintained on file for you. You authorize, but do not obligate AEP Energy, to exercise your government aggregation opt-out rights. This Agreement supersedes all prior written or oral agreements.

**12. RIGHT OF RESCISSION.** You have the right to rescind your enrollment without penalty within three (3) business days following your receipt of this Agreement (the "Rescission Period"). The Right of Rescission only applies when you initially switch to AEP Energy and not upon renewal. If this Agreement is not rescinded during this period, your enrollment will be sent to your EDC. A confirmation notice of enrollment with AEP Energy will be sent to you by your EDC.

**13. Warranty and Force Majeure.** AEP Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF 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 PERFORMANCE 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 Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond the control of 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.

**14. 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 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; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**15. Customer Liability and Indemnification of AEP Energy.** You assume full responsibility for retail electricity furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates or subcontractors, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for service interruptions, loss or termination of service, deterioration of electric services, personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity supplied to you and/or your performance under the Agreement. AEP Energy shall cease to have title to and risk of loss related to the electricity when it is delivered to you at the delivery point(s) and on your side of the delivery points(s). Neither AEP Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation service on the date specified herein due to any failure or delay in enrolling you with the EDC.

**16. Assignment.** You shall not transfer or 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 EGS, including any successor, in accordance with the rules and regulations of the Commission.

**17. Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflicts of law principles which otherwise might be applicable.

**18. Contact Information.**

AEP Energy, PO Box 3489, Chicago, IL 60654. For more information, call 1-866-258-3782 or visit [AEPenergy.com](http://AEPenergy.com).

Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from AEP Energy upon request.

In case of emergency, including electric outage, please contact your EDC. Please refer to the Contract Summary for your EDC's contact information. Please refer to the Contract Summary for your EDC's contact information.

You may contact the Pennsylvania Utility Commission, with an informal complaint or otherwise, as follows: (a) call 1-888-782-3228; or (b) PO Box 3265, Harrisburg, PA 17105-3265.

Your EDC may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any, can be obtained by contacting your EDC at the number listed in the Contract Summary.

Utility Choice Hotline Number:  
1-800-692-7380

Universal Service Program Name:  
West Penn Power

Phone Number:  
1-800-686-0021

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Amanda Klages, Complainant )  
v. ) Docket Number C-2019-3009612  
West Penn Power Company and )  
AEP Energy Inc. )  
Respondents )

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CERTIFICATE OF SERVICE

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I hereby certify that I have this day served a true copy of the foregoing document upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), via email and first class mail, upon the persons listed below:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120  
Attn: Rosemary Chiavetta, Secretary

Amanda Klages  
1651 Grimm Dr.  
Washington, PA 15301  
Phone: 724-470-8761  
Mobile: 724-470-8761  
Email: [abklages@gmail.com](mailto:abklages@gmail.com)  
Utility Account No. 1001222478354

Bradley A. Bingaman, Esquire  
West Penn Power Company  
76 South Main Street  
Akron, OH 44308-1890

This 22nd day of May 2019.

Respectfully Submitted,



F. Mitchell Dutton  
Regulatory Counsel  
**AEP Energy, Inc.**  
1 Easton Oval, Suite 200  
Columbus, OH 43219  
Direct 614-682-4350  
Cell 614-499-5700

RECEIVED

MAY 22 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**  
**Customers with a scheduled Pickup**

- Your driver will pickup your shipment(s) as usual.

**Customers without a scheduled Pickup**

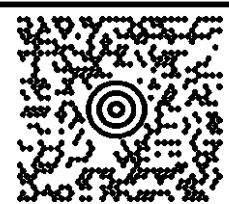

- Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.
- Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.

UPS Access Point™  
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 2868 STELZER RD  
 COLUMBUS OH

UPS Access Point™  
 THE UPS STORE  
 947 E JOHNSTOWN RD  
 GAHANNA OH

UPS Access Point™  
 JULIAN WIRELESS  
 2562 MORSE RD  
 COLUMBUS OH

FOLD HERE

KRISTINA L. WOODS 614-682-4405 AEP ENERGY INC. 1 EASTON OVAL COLUMBUS OH 432196195	<b>0.0 LBS LTR</b>	<b>1 OF 1</b>
<b>SHIP TO:</b> ROSEMARY CHIAVETTA PA PUBLIC UTILITY COMMISSION 2ND FLOOR NORTH 400 NORTH STREET <b>HARRISBURG PA 17120</b>		
	<b>PA 171 9-20</b> 	
<b>UPS NEXT DAY AIR SAVER 1P</b> TRACKING #: 1Z 845 2V8 13 0084 0683		
		
BILLING: P/P <div style="text-align: right;">  </div>		

XOL 19.04.02

NV45 12 0A 04/2019