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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of)	
Ohio Power Company,)	
)	
Complainant,)	
)	
v.)	
)	Case No. 06-890-EL-CSS
Consolidated Electric Cooperative, Inc.,)	
)	
Respondent,)	
)	
Relative to Violations of the Certified)	
Territory Act.)	

REBUTTAL TESTIMONY OF R. THOMAS HOMAN

on behalf of

Intervenor, the City of Delaware

February 12, 2007

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1 1. **Q.** Are you the same R. Thomas Homan who testified previously in this
2 proceeding?

3 **A.** Yes, I am.

4 2. **Q.** Have you reviewed any of the testimony that was submitted by the other
5 parties in this proceeding?

6 **A.** Yes. I have reviewed the testimony submitted by Selwyn Dias, on behalf of Ohio
7 Power Company.

8 3. **Q.** Do you have any response to Mr. Dias's testimony?

9 **A.** Yes, I do. On page 7 of Mr. Dias's testimony, he states that Ohio Power
10 Company operates its electric distribution service business under the assumption
11 that it has both the exclusive right, in comparison to other electric suppliers, and
12 the obligation to provide electric distribution service to customers located in its
13 certified territory, and that this assumption applies within municipalities served
14 under a franchise, as is the case with the Village of Lexington. This assumption is
15 fundamentally at odds with the unambiguous language of its franchise with the
16 Village of Lexington, as well Columbus Southern Power Company's franchise
17 with the City of Delaware. Those franchises very plainly state that the rights,
18 privileges and franchise hereby granted shall not be construed to be exclusive,
19 without any reservation or reference to the certified territory of the franchisee. It
20 is the position of the City of Delaware that Ohio Power's assumption is
21 unreasonable and incompatible with its obligations to serve within the boundaries
22 of the particular franchise territory. It would be a very simple matter to limit the
23 reach of the franchise agreement to the boundaries of the certified territory of the

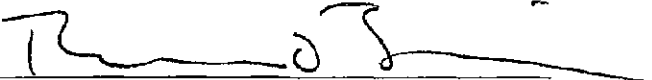
1 franchisee, but this was not done. The franchise language applies without
2 limitation to the corporate boundaries of the franchising municipality.

3 4. Q. Does this conclude your testimony?

4 A. Yes.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing REBUTTAL TESTIMONY OF R. THOMAS HOLMAN was served via first class mail, facsimile or electronic mail upon the following, this 12th day of February 2007.


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