

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

Cynthia Wingo,)	
)	
Complainant,)	
)	
v.)	Case No. 17-2002-EL-CSS
)	
Nationwide Energy Partners, LLC, et al.,)	
)	
Respondents.)	

NATIONWIDE ENERGY PARTNERS, LLC'S
ANSWER TO COMPLAINT

For its Answer to the September 19, 2017 Complaint filed by Cynthia Wingo (“Complainant”), Nationwide Energy Partners, LLC (“NEP”) asserts the following answers and defenses.

FIRST DEFENSE

The three unnumbered lines of the Complaint contain Complainant’s characterization of the Complaint to the Public Utilities Commission of Ohio (“Commission”) to which no answer is required. To the extent the first three unnumbered lines of the Complaint contain any allegations, NEP denies the allegations contained in the first three lines of the Complaint.

SECOND DEFENSE

In response to the numbered paragraphs of the Complaint, NEP admits, denies or otherwise responds as follows:

1. For its answer to Paragraph 1 of the Complaint and upon information and belief, NEP admits that Complainant rents an apartment in a part of the Creekside at Taylor Square complex (“Creekside”), located in Reynoldsburg, Ohio but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 1 of the Complaint.

2. For its answer to Paragraph 2 of the Complaint, NEP admits that it is a limited liability company organized under the laws of Delaware.

3. There is no numbered Paragraph 3 of the Complaint.

4. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 4 of the Complaint.

5. For its answer to Paragraph 5 of the Complaint, NEP states that Crawford Communities, LLC is listed as “Agent for Landlord” on the ninth page of the document attached as Exhibit A to Complainant’s Complaint, and is without sufficient knowledge to enable it to deny or admit the remaining allegations contained in Paragraph 5 of the Complaint.

6. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 6 of the Complaint.

7. Paragraph 7 of the Complaint contains no allegations and therefore no answer is required.

8. NEP denies the allegations contained in Paragraph 8 of the Complaint and states that the Commission’s Finding and Order and Entry on Rehearing in Case No. 15-1594-AU-COI speak for themselves.

9. Paragraph 9 of the Complaint contains no allegations and therefore no answer is required.

10. For its answer to Paragraph 10 of the Complaint NEP incorporates by reference Paragraphs 1 through 9 of its Answer to the Complaint as if fully restated herein.

11. For its answer to Paragraph 11 of the Complaint, NEP states that AEP Ohio’s electric service tariffs speak for themselves.

12. NEP denies the allegations contained in Paragraph 12 of the Complaint.

13. For its answer to Paragraph 13 of the Complaint, NEP states that it has entered into a contractual arrangement to provide certain services to the owner of Creekside and denies the remaining allegations contained in Paragraph 13 of the Complaint.

14. For its answer to Paragraph 14 of the Complaint, NEP states that it has a contractual arrangement with the owner of Creekside that contains terms regarding the provision of certain services, and denies the remaining allegations contained in Paragraph 14 of the Complaint.

15. NEP denies the allegations in the first sentence of Paragraph 15 of the Complaint, states that Complainant executed the Utility Addendum attached as part of Exhibit A of the Complaint and is without sufficient information to admit or deny the remaining allegations contained in the second sentence of Paragraph 15.

16. For its answer to Paragraph 16 of the Complaint, NEP admits that it has a contractual arrangement to provide certain services to the owner of Creekside, that it has contractual arrangements with other entities regarding NEP's services, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 16 of the Complaint.

17. For its answer to the first sentence of Paragraph 17 of the Complaint, NEP states that it has a contractual arrangement with the owner of Creekside for the provision of certain services at Creekside and that certain actions by NEP are taken on behalf of the owner of Creekside, denies the remaining allegations contained in the first sentence of Paragraph 17 of the Complaint, and states that the second sentence of Paragraph 17 of the Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in the second sentence of Paragraph 17 of the Complaint.

18. For its answer to the first sentence of Paragraph 18 of the Complaint, NEP states, that actions taken related to services provided to the owner of Creekside are pursuant to NEP's contractual arrangement with the owner of Creekside and denies the remaining allegations contained in Paragraph 18 of the Complaint.

19. NEP denies the allegations contained in Paragraph 19 of the Complaint.

20. For its answer to Paragraph 20 of the Complaint, NEP states that Complainant executed the Utility Addendum attached as part of Exhibit A of the Complaint and NEP is without sufficient knowledge to enable it to admit or deny the remaining allegations contained in Paragraph 20 of the Complaint.

21. Paragraph 21 of the Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 21 of the Complaint.

22. For its answer to Paragraph 22 of the Complaint, NEP states that pursuant to its contractual arrangement with the owner of Creekside, rates upon which bills sent to Complainant are based are intended to be similar to the rates charged for residential services, including all applicable riders and fees, that payment to NEP for its services are governed by the underlying contractual arrangement, and denies the remaining allegations contained in Paragraph 22 of the Complaint.

23. For its answer to Paragraph 23 of the Complaint, NEP states that it has a contractual arrangement with the owner of Creekside for the provision of certain services at Creekside, and denies the remaining allegations contained in Paragraph 23 of the Complaint.

24. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 24 of the Complaint.

25. NEP denies the allegations contained in Paragraph 25 of the Complaint.

26. For its answer to Paragraph 26 of the Complaint, NEP states that, upon information and belief, consumers with issues involving AEP Ohio may call the Commission or file a formal complaint, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 26 of the Complaint.

27. NEP denies the allegations contained in Paragraph 27 of the Complaint.

28. For its answer to Paragraph 28 of the Complaint, NEP admits that the bills rendered to Complainant at Creekside included community charges that consist of charges for common area electric and common area water, that common area charges are referenced in the Utility Addendum that is part of Exhibit A to the Complaint and denies the remaining allegations contained in Paragraph 28 of the Complaint.

29. For its answer to Paragraph 29 of the Complaint, NEP states, that actions taken related to services provided to the owner of Creekside are pursuant to NEP's contractual arrangement with the owner of Creekside and denies the remaining allegations contained in Paragraph 29 of the Complaint.

30. NEP denies the allegations contained in Paragraph 30 of the Complaint.

31. For its answer to Paragraph 31 of the Complaint, NEP states that bills to Complainant at Creekside do not include a "facility fee," and denies the remaining allegations contained in Paragraph 30 of the Complaint.

32. For its answer to Paragraph 32 of the Complaint, NEP states that pursuant to its contractual arrangement with the owner of Creekside, rates upon which bills sent to Complainant are based are intended to be similar to the rates charged for residential services, including all applicable riders and fees, that payment to NEP for its services are governed by the underlying

contractual arrangement, and denies the remaining allegations contained in Paragraph 32 of the Complaint.

33. For its answer to Paragraph 33 of the Complaint, NEP admits that Nationwide Realty Investors is an affiliate of Nationwide Mutual Insurance Company and denies the remaining allegations contained in Paragraph 33 of the Complaint.

34. For its answer to Paragraph 34 of the Complaint, NEP admits that none of the charges for any of the services it provides to the Creekside owner are disclosed in monthly bills rendered to the Complainant, that NEP does not publish these rates on its website, and that its website is nationwideenergypartners.com, and denies the remaining allegations contained in Paragraph 34 of the Complaint.

35. NEP denies the allegations contained in Paragraph 35 of the Complaint.

36. NEP denies the allegations contained in Paragraph 36 of the Complaint.

37. NEP denies the allegations contained in Paragraph 37 of the Complaint.

38. NEP denies the allegations contained in Paragraph 38 of the Complaint.

39. Paragraph 39 of the Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 39 of the Complaint.

40. Paragraph 40 of the Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 40 of the Complaint.

41. Paragraph 41 of the Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 41 of the Complaint.

42. Paragraph 42 of the Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 42 of the Complaint.

43. For its answer to Paragraph 43 of the Complaint, NEP admits that none of the fees charged by NEP for any of the services it provides to the Creekside owner have been reviewed or approved by the Commission, denies that any such fees are required to be reviewed or approved by the Commission, states that interpretation of R.C. 4905.22, 4905.30, 4905.32 and 4909.18 are legal conclusions to which no answer is required, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 43 of the Complaint.

44. For its answer to Paragraph 44 of the Complaint, NEP admits that it does not possess a certificate of public convenience and necessity to provide water service, denies that it is required to possess a certificate of public convenience and necessity and states that interpretation of R.C. 4933.25 is a legal conclusion to which no answer is required.

45. For its answer to Paragraph 45 of the Complaint, NEP admits that it does not possess a certificate of public convenience and necessity to provide sewer service, denies that it is required to possess a certificate of public convenience and necessity and states that interpretation of R.C. 4933.25 is a legal conclusion to which no answer is required.

46. For its answer to Paragraph 46 of the Complaint, NEP admits that it does not have a certified territory authorizing or requiring it to provide electric service, denies that it is required to have a certified territory and states the interpretation of R.C. 4933.83(A) is a legal conclusion to which no answer is required.

47. For its answer to Paragraph 47 of the Complaint, NEP admits that it is not certified as a supplier of competitive retail electric service, denies that it is a supplier of competitive retail electric service, denies that it is required to be certified as a supplier competitive retail electric service and states that interpretation of R.C. 4928.08(B) is a legal conclusion to which no answer is required.

48. For its answer to Paragraph 48 of the Complaint, NEP states that it is not listed on the rolls of the Commission as a public utility and has not applied to the Commission for an exemption from regulation as a public utility, further states that the allegations contained in the last clause of Paragraph 48 call for a legal conclusion and therefore NEP denies the allegations contained in the last clause of Paragraph 48 of the Complaint, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 48 of the Complaint.

49. NEP incorporates by reference its denials and statements in response to prior allegations of the Complainant, further states that Paragraph 49 of the Complaint calls for a legal conclusion and therefore NEP denies the allegations as to it contained in Paragraph 49 of the Complaint, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 49 of the Complaint.

50. NEP denies the allegations as to it contained in Paragraph 50 of the Complaint and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 50 of the Complaint.

51. NEP denies the allegations as to it contained Paragraph 50 of the Complaint and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 51 of the Complaint.

52. NEP denies the allegations as to it contained in Paragraph 51 of the Complaint and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 51 of the Complaint.

53. NEP denies the allegations contained in Paragraph 53 of the Complaint.

54. NEP denies the allegations contained in Paragraph 54 of the Complaint.

55. Upon information and belief, NEP admits that Complainant started renting an apartment in Creekside in June 2017, but is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 55 of the Complaint and the document attached as Exhibit A to the Complaint speaks for itself.

56. For its answer to Paragraph 56 of the Complaint, NEP admits that it sent Complainant a bill dated June 27, 2017, for electric, water and community charges, and the document attached as Exhibit B to the Complaint speaks for itself.

57. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 57 of the Complaint.

58. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 58 of the Complaint.

59. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 59 of the Complaint.

60. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 60 of the Complaint.

61. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 61 of the Complaint.

62. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 62 of the Complaint.

63. For its answer to Paragraph 63 of the Complaint, NEP restates Paragraphs 1 through 62 of this Answer as if fully restated herein.

64. For its answer to Paragraph 64 of the Complaint, NEP denies the allegations in the first sentence of Paragraph 64 of the Complaint, and states that NEP provides commercial

metering, billing and collection services to the owner of Creekside, and denies the remaining allegations contained in the second and third sentences of Paragraph 64 of the Complaint.

65. NEP denies the allegations contained in Paragraph 65 of the Complaint.

66. For its answer to Paragraph 66 of the Complaint, NEP states that the rates upon which bills NEP sent to Complainant were based were not submitted to the Commission and denies the remaining allegations contained in Paragraph 66 of the Complaint.

67. NEP denies the allegations contained in Paragraph 67 of the Complaint.

68. For its answer to Paragraph 68 of the Complaint, NEP restates Paragraphs 1 through 67 of this Answer as if fully restated herein.

69. NEP denies the allegations contained in Paragraph 69 of the Complaint.

70. Paragraph 70 of the Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 70 of the Complaint.

71. For its answer to Paragraph 71 of the Complaint, NEP admits that in the last nine years, NEP has neither applied for nor has the Commission approved, an application or certification for NEP to provide competitive retail electric service.

72. NEP denies the allegations contained in Paragraph 72 of the Complaint.

73. For its answer to Paragraph 73 of the Complaint, NEP incorporates by reference Paragraphs 1 through 72 of this Answer as if fully restated herein.

74. Paragraph 74 of the Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 74 of the Complaint.

75. Upon information and belief, NEP admits that Creekside is located within the geographic boundaries of AEP Ohio's certified territory.

76. NEP denies the allegations contained in Paragraph 76 of the Complaint.

77. NEP denies the allegations contained in Paragraph 77 of the Complaint.

78. For its answer to Paragraph 78 of the Complaint, NEP incorporates by reference Paragraphs 1 through 77 of this Answer as if fully restated herein.

79. NEP admits that its bills to Complainant contains a line item for "water usage" and denies the remaining allegations contained in Paragraph 79 of the Complaint.

80. Paragraph 80 of the Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 80 of the Complaint.

81. NEP denies the allegations contained in Paragraph 81 of the Complaint.

82. NEP denies the allegations contained in Paragraph 82 of the Complaint.

83. For its answer to Paragraph 83 of the Complaint, NEP incorporates by reference its Paragraphs 1 through 82 of this Answer as if fully restated herein.

84. For its answer to Paragraph 84 of the Complaint, NEP admits that bills to Complainant contain line items for "sewer usage" and "stormwater charges" and denies the remaining allegations contained in Paragraph 84 of the Complaint.

85. For its answer to Paragraph 85 of the Complaint, NEP states that Revised Code Section 4933.25 speaks for itself.

86. NEP denies the allegations contained in Paragraph 86 of the Complaint.

87. NEP denies the allegations contained in Paragraph 87 of the Complaint.

88. For its answer to Paragraph 88 of the Complaint, NEP incorporates by reference Paragraphs 1 through 87 of this Answer as if fully restated herein.

89. For its answer to Paragraph 89 of the Complaint, NEP states that OAC Chapter 4901:1-21 speaks for itself.

90. Paragraph 90 of the Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 90 of the Complaint.

91. For its answer to Paragraph 91 of the Complaint, NEP incorporates by reference Paragraphs 1 through 90 of this Answer as if fully restated herein.

92. For its answer to Paragraph 92 of the Complaint, NEP states that OAC Chapter 4901:1-10 speaks for itself.

93. Paragraph 93 of the Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 93 of the Complaint.

94. For its answer to Paragraph 94 of the Complaint, NEP incorporates by reference Paragraphs 1 through 93 of this Answer as if fully restated herein.

95. Paragraph 95 of the Complaint calls for a legal conclusion to which no answer is required.

96. Paragraph 96 of the Complaint calls for a legal conclusion to which no answer is required.

97. Paragraph 97 of the Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 97 of the Complaint.

98. For its answer to Paragraph 98 of the Complaint, NEP incorporates by reference Paragraphs 1 through 97 of this Answer as if fully restated herein.

99. For its answer to Paragraph 99 of the Complaint, NEP states that Rule 4901:1-21-05(C) of the Ohio Administrative Code speaks for itself.

100. For its answer to Paragraph 100 of the Complaint, NEP states that pursuant to its contractual arrangement with the owner of Creekside, rates upon which bills sent to Complainant are based are intended to be similar to the rates charged for residential service including all applicable riders and fees, and denies the remaining allegations contained in Paragraph 100 of the Complaint.

101. NEP denies the allegations contained in Paragraph 101 of the Complaint.

102. NEP denies the allegations contained in Paragraph 102 of the Complaint.

103. NEP denies the allegations contained in Paragraph 103 of the Complaint.

104. For its answer to Paragraph 104 of the Complaint, NEP incorporates by reference Paragraphs 1 through 103 of this Answer as if fully restated herein.

105. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 105 of the Complaint.

106. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 106 of the Complaint.

107. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 107 of the Complaint.

108. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 108 of the Complaint.

109. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 109 of the Complaint.

110. For its answer to Paragraph 110 of the Complaint, NEP incorporates by reference Paragraphs 1 through 109 of this Answer as if fully restated herein.

111. NEP denies the allegations contained in Paragraph 111 of the Complaint.

112. NEP denies the allegations contained in Paragraph 112 of the Complaint.

113. NEP denies the allegations contained in Paragraph 113 of the Complaint.

114. NEP denies the allegation contained Paragraph 114 of the Complaint.

115. NEP denies the allegation contained in Paragraph 115 of the Complaint.

116. NEP denies the allegation contained in Paragraph 116 of the Complaint.

117. NEP denies the allegation contained in Paragraph 117 of the Complaint.

118. NEP denies the allegations contained in Paragraph 118 of the Complaint.

119. NEP denies the allegation contained in Paragraph 119 of the Complaint.

120. NEP denies the allegations contained in Paragraph 120 of the Complaint.

121. NEP denies the allegation contained in Paragraph 121 of the Complaint.

122. NEP denies the allegation contained in Paragraph 122 of the Complaint.

123. NEP denies the allegation contained in Paragraph 123 of the Complaint.

124. In response to Complainant's Prayer for Relief, NEP denies that any relief requested is warranted and denies all allegations contained in the Prayer for Relief and all subparts.

125. NEP denies each and every allegation contained in the Complaint not expressly admitted to be true herein.

THIRD DEFENSE

126. Complainant's Complaint fails to state a claim upon which relief may be granted.

FOURTH DEFENSE

127. The Commission does not have subject matter jurisdiction over Complainant's Complaint.

FIFTH DEFENSE

128. The Commission does not have personal jurisdiction over NEP.

SIXTH DEFENSE

129. Complainant lacks standing to bring the Complaint.

SEVENTH DEFENSE

130. Complainant's claims in the Complaint fail to state reasonable grounds for complaint.

EIGHTH DEFENSE

131. Complainant has waived her right to assert the claims she raises in the Complaint.

NINTH DEFENSE

132. NEP reserves the right to assert any and all affirmative defenses and other matters as this matter proceeds.

WHEREFORE, NEP respectfully requests that Complainant's Complaint be dismissed against it.

Respectfully submitted,

/s/ Michael J. Settineri

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CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned certifies that a courtesy copy of the foregoing document is also being served (via electronic mail) on the 10th day of October 2017 upon all persons listed below:

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Case No(s). 17-2002-EL-CSS

Summary: Answer to Complaint electronically filed by Mr. Michael J. Settineri on behalf of
Nationwide Energy Partners, LLC