

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
MOTION TO DISMISS FOR LACK OF JURISDICTION**

Pursuant to Rule 4901-9-01(C) of the Ohio Administrative Code, Respondent Nationwide Energy Partners, LLC (“NEP”) respectfully requests that the Public Utilities Commission of Ohio issue an order dismissing the Complaint of Cynthia Wingo (“Complainant”) as to NEP with prejudice because NEP is not a public utility subject to this Commission’s jurisdiction under the *Shroyer Test*. The Commission may issue its decision on this jurisdictional question without a hearing given the known dispositive facts. This motion is supported by the attached memorandum in support.

Respectfully submitted,

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**MEMORANDUM IN SUPPORT OF
NATIONWIDE ENERGY PARTNERS, LLC’S
MOTION TO DISMISS FOR LACK OF JURISDICTION**

I. INTRODUCTION

In June 2017—during the time that Complainant Cynthia Wingo was complaining to the Commission about Nationwide Energy Partners, LLC (“NEP”) in Case No. 16-2401-EL-CSS — she moved to another apartment complex, The Creekside at Taylor Square (“Creekside”), located in Reynoldsburg, Ohio. Like the owner of Ms. Wingo’s previous apartment, Creekside’s owner has a contract with NEP for certain energy management services, including submetering, meter-reading, billing, collections and data analytics. Ms. Wingo knew at the time she leased her new apartment at Creekside that NEP had been retained to provide certain energy management services there.¹ Ms. Wingo’s Complaint demonstrates that she knew **and agreed in writing** that under her lease, her apartment would be submetered for electric, water, sewage and other utilities to her apartment.² Nonetheless, Ms. Wingo promptly disregarded her agreement and shortly after moving in, she filed her Complaint in this matter.

This Commission can quickly and easily dispose of this Complaint as to NEP by applying its *Shroyer Test*. First, NEP has not availed itself of the special benefits available to public utilities such as exercising the right of eminent domain. Second, NEP’s services (which are not utility services) are not available to the general public but are limited to multi-family property owners, managers and developers who contract with NEP. Third, as evidenced by the facts, NEP does not resell, redistribute or otherwise provide electric, water, sewer or any other utility service to Ms. Wingo (or any other tenants of Creekside). Water and sewer services are provided to the

¹ Complaint at Exhibit A at 40.

² Complaint at Exhibit A at 36 (document titled “Utility Addendum”) signed and dated by Ms. Wingo. A copy of the Utility Addendum is also attached to this motion as Exhibit 1.

owner of Creekside by **the City of Reynoldsburg**—*not NEP*. Similarly, **AEP Ohio**—and *not NEP*—provides electric generation and distribution service to Creekside’s owner. NEP does not take title to any utility commodity at Creekside, nor does NEP own any utility facilities at Creekside with the exception of the electric submeters which it owns and maintains.

Most importantly, even if NEP was deemed to be providing electric utility service (which it is not), at all times, such electric utility service would be deemed ancillary to NEP’s primary business because NEP qualifies for the Commission’s Safe Harbor. She admits in her Complaint that she believes she is paying standard service offer rates for electric generation service.³ In fact, as Ms. Wingo should be well aware, the charges for submetered electric service for her apartment have been less every month than what she would have paid the local public utility under the default service tariff for equivalent usage on a total bill basis. Thus, on an annualized basis, Ms. Wingo will pay less than what she would pay if on the public utility’s residential default rates, qualifying NEP for the Commission’s Safe Harbor.⁴

These facts all prove that NEP is not a jurisdictional public utility under the *Shroyer Test*. NEP remains an energy management service provider to its customers — property owners, managers and developers who contract with NEP. The Commission should dismiss NEP from this Complaint.

II. ARGUMENT

A. The Commission May Decide this Motion Based on Submitted Evidence and is not Required to Accept as True the Allegations in the Complaint.

A respondent in a complaint proceeding before the Commission may assert a lack of jurisdiction over the subject matter of the action. *See* O.A.C. 4901-9-01(C). Under a standard of

³ Complaint at ¶ 32.

⁴ Given that it qualifies for one of the safe harbors, nothing in this pleading should be construed as NEP indicating that it does not also qualify for the other safe harbor.

review analogous to Civ.R. 12(B)(1), when reviewing a motion to dismiss for lack of subject matter jurisdiction, “the Commission is not confined to the allegations of the complaint when determining its subject matter jurisdiction; rather it may consider any **pertinent evidentiary materials.**” *In the Matter of the Complaint of Michael E. Brooks, et al. v. Toledo Edison Co.*, Case No. 94-1987-EL-CSS, Entry at ¶ 7 (Mar. 16, 1995) (emphasis added) (citing *Southgate Development Corp. v. Columbia Gas Transmission Corp.*, 48 Ohio St.2d 211 (1976), paragraph one of the syllabus and *Nemazee v. Mt. Sinai Medical Ctr.*, 56 Ohio St.3d 109, n. 3 (1990)). The Commission has repeatedly utilized this standard to apply the *Shroyer Test* on a motion to dismiss without requiring a hearing. *In the Matter of the Complaint of Pledger v. Capital Properties Mgmt., Ltd.*, Case No. 04-1059-WW-CSS, Entry (Oct. 6, 2004), *aff’d sub nom Pledger v. Pub. Util. Com.*, 109 Ohio St.3d 463, 2006-Ohio-2989, 849 N.E.2d 14.⁵ Having recently clarified the *Shroyer Test* as to its application to the reselling and redistribution of utilities,⁶ the Commission may now apply the *Shroyer Test* in this proceeding to make the threshold jurisdictional determination and avoid the time and expense of a protracted hearing.

B. The Threshold Question of the Commission’s Subject Matter Jurisdiction Over NEP is Resolved by Applying the *Shroyer Test*.

Because Ms. Wingo alleges that NEP engaged in the unlawful resale or distribution of utility services to a residential customer, *i.e.*, that it is a public utility, the *Shroyer Test* applies when determining if the Commission has subject matter jurisdiction over NEP. This three-part test, first adopted by this Commission in *Shroyer*, and acknowledged by the Supreme Court of Ohio in *Pledger v. Pub. Util. Comm.*, 109 Ohio St. 3d 463, 465 (2006), is as follows:

⁵ See also *In the Matter of the Complaint of Toledo Premium Yogurt, Inc. dba Freshens Yogurt v. Toledo Edison Co., et al.*, Case No. 91-1529-EL-CSS, Entry (Sept. 17, 1992); *In the Matter of the Complaint of Michael E. Brooks, et al. v. Toledo Edison Co.*, Case No. 94-1987-EL-CSS, Entry (Mar. 16, 1995); *In the Matter of the Complaint of Nader v. Colony Square Partners, Ltd.*, Case No. 99-475-EL-CSS, Entry (Aug. 26, 1999).

⁶ See Second Entry on Rehearing in Case No. 15-1594-AU-COI.

- (a) Has the landlord manifested an intent to be a public utility by availing itself of special benefits available to public utilities such as accepting a grant of a franchised territory, a certificate of public convenience and necessity, the use of eminent domain, or use of the public right of way for utility purposes?
- (b) Is the utility service available to the general public rather than just to tenants?
- (c) Is the provision of utility service ancillary to the landlord's primary business?

As to the third prong of the test, the Commission recently adopted through its submetering investigation a rebuttable presumption that reselling public utility service at more than a jurisdictional public utility's residential charges is not ancillary to the entity's business.⁷ But a reseller can overcome the rebuttable presumption and, importantly, will not be subject to Commission jurisdiction under the third prong of the *Shroyer Test* if the reseller falls within a certain "Safe Harbor" as discussed further below.

With the test clarified, the Commission can rely on the below dispositive facts to make a threshold determination that NEP is not a public utility under the *Shroyer Test* and that this case as to NEP should be dismissed for lack of jurisdiction.

C. Certain Facts are Dispositive on the Jurisdictional Question.

The following facts are dispositive to this case and are supported by the attached affidavit of John Calhoun and attached exhibits.

1. NEP is an energy management services provider.

NEP provides submetering, meter-reading, billing, collections and data analytics to multi-family property owners, managers and developers. *See* Affidavit of John Calhoun at ¶ 2 attached as Exhibit 2 (hereinafter "Aff. Calhoun at ¶ ____"). NEP only provides its services to the property

⁷ Second Entry on Rehearing at ¶ 49 in Case No. 15-1594-AU-COI.

owners, managers and developers that contract with NEP for its services. (Aff. Calhoun at ¶ 3). NEP has separate contracts with the respective property owner, manager or developer of each property. (Aff. Calhoun at ¶ 4). Each NEP contract is separately negotiated and terms and conditions between contracts vary. (Aff. Calhoun at ¶ 4). Any billing and meter reading services provided by NEP to a customer (*i.e.*, the property owner, manager or developer) are limited to only that specific property covered by NEP's contract with its customer. (Aff. Calhoun at ¶ 5).

2. NEP provides certain energy management services to CAC.

Creekside is owned by Creekside Acquisition Columbus Associates II, LLC ("CAC"). (Aff. Calhoun at ¶¶ 6). NEP provides CAC with certain energy management services at Creekside under its contract with CAC. (Aff. Calhoun at ¶¶ 7).⁸ These services include:

- Maintenance of water and electric meters (Aff. Calhoun at ¶ 8);
- Repair and/or replacement as necessary of certain electric lines and equipment owned by CAC at the property (Aff. Calhoun at ¶ 8);
- Reading of water and electric submeters (Aff. Calhoun at ¶ 8);
- On behalf of CAC, payment of charges from AEP Ohio for electric distribution and generation service incurred by CAC (Aff. Calhoun at ¶ 10);
- On behalf of CAC, payment of charges from the City of Reynoldsburg for water and sewer service incurred by CAC (Aff. Calhoun at ¶ 10); and
- Invoicing and collection from tenants on behalf of CAC for charges related to electric, water and sewer usage (Aff. Calhoun at ¶ 8).

NEP adds further value to complex owners like CAC by also offering services that leverage NEP's knowledge of usage in complexes. (Aff. Calhoun at ¶ 11). Those additional services

⁸ NEP's contract was executed with Creekside I Acquisition, LLC, a prior owner of the tenant's apartment complex at Creekside. (Aff. Calhoun at ¶ 7). CAC succeeded to the rights and obligations of NEP's contract when it acquired Creekside. (Aff. Calhoun at ¶ 7).

include energy efficiency consultation, high usage alerts, and vacant unit usage reports. (Aff. Calhoun at ¶ 11).

3. CAC is the consumer for and takes title to all utility commodities at Creekside.

NEP has not entered into any contract with a tenant of Creekside to provide utility service and is not a party to any contract with a public utility to provide utility service to Creekside. (Aff. Calhoun at ¶ 9).⁹ Instead, CAC is the responsible party for **all** water, sewer and electric utility service arrangements at Creekside. (Aff. Calhoun at ¶¶ 12, 14). CAC receives water and sewer services at Creekside directly from the City of Reynoldsburg, for which CAC incurs the requisite charges. (Aff. Calhoun at ¶ 14). Likewise, CAC is the customer of AEP Ohio for electric generation and distribution service, for which CAC incurs the requisite charges. (Aff. Calhoun at ¶ 12). NEP's role is to assist CAC by receiving bills from the aforesaid utilities and paying those bills on CAC's behalf. (Aff. Calhoun at ¶¶ 9, 10, 12, 14, 15).

Importantly, NEP **does not take title** to electric and water coming into Creekside and does not provide any sewer services at Creekside. (Aff. Calhoun at ¶ 16). **Nor does NEP own any utility infrastructure at Creekside with the exception of electric submeters.** (Aff. Calhoun at ¶ 17). All of the utility infrastructure at Creekside, save for the electric submeters, is owned by CAC. (Aff. Calhoun at ¶ 17). This includes water meters, and electrical lines and equipment, all of which are owned by CAC. (Aff. Calhoun at ¶ 17). NEP owns the electric submeters per its contract with CAC, which were installed when Creekside was converted to a submetered complex (Aff. Calhoun at ¶ 17).

⁹ In June 2017, electric generation service to Creekside was provided by Interstate Gas Supply, Inc. through a contract between IGS and CAC's predecessor-in-interest, Creekside Acquisition Columbus Associates LLC. As of July 2017, electric generation service is provided to the property by the local public utility, AEP Ohio. (Aff. Calhoun at ¶ 13).

4. Complainant's charges for her apartment electric usage are below default utility charges.

At the time she moved into her apartment at Creekside, Ms. Wingo knew that Creekside's owner had retained NEP to provide energy management services at the complex.¹⁰ In fact, she signed a lease document (which is attached to her Complaint and is also attached to this motion) that states in bold, italicized and underlined text that “**Notwithstanding anything to the contrary contained herein, Resident agrees that Landlord may arrange to have an electric meter installed to measure Resident's electric usage, and a water meter installed to measure Resident's water usage.**”¹¹ And Ms. Wingo agreed in that same document “**to pay for such electricity and water usage, based upon their actual metered usage, plus the apportioned share of common area usage (if applicable) and any other fees incurred by Resident.**”¹²

The lease document she signed also states that “[r]ates per unit of water and electricity consumed **shall be similar in cost with rates per unit billed by regulated utilities**, including all applicable riders, line extension fees and customer charges.”¹³ Not only has Ms. Wingo always paid rates “similar in cost” to the tariff rates of regulated utilities, but with regard to the submetered electric service for her apartment, she has always paid charges for electricity below what she would pay if she was charged by AEP Ohio under its default service tariff for the equivalent usage. (Aff. Calhoun at ¶ 20).

Indeed, since leasing her apartment at Creekside, Ms. Wingo's invoices for electric usage at her apartment have **always** been in amounts **less than** what she would have paid AEP Ohio under the default residential service tariff for equivalent usage. (Aff. Calhoun at ¶ 20). NEP

¹⁰ Complaint at Exhibit A at 40.

¹¹ See Complaint at Exhibit A at 36 and Exhibit 1 to this motion (emphasis in original).

¹² *Id.* (emphasis in original).

¹³ *Id.* (emphasis added).

confirmed this by reviewing the invoiced charges for Ms. Wingo’s apartment usage and comparing it to what she would have paid AEP Ohio if she was on default utility service. (Aff. Calhoun at ¶ 19). Specifically, NEP determined that between June 2017 (when she moved into her apartment at Creekside¹⁴) and October 2017 (the latest bill available as of the filing of this Motion), the invoiced charges to Ms. Wingo have been \$8.07 less than AEP Ohio’s default service tariff charges for that same period and usage. (Aff. Calhoun, Exhibit C).

D. NEP is not a Jurisdictional Public Utility Under the *Shroyer Test*.

In **Counts I, II, IV and V of her Complaint**, Ms. Wingo claims that NEP supplies or arranges for the supply of electric, water, and sewer service to tenants of Creekside.¹⁵ She thus alleges that NEP is a jurisdictional public utility, *i.e.*, an electric light company under R.C. 4905.03(C), a water-works company under R.C. 4905.03(G), a sewage disposal company under R.C. 4905.03(M) and therefore a public utility under R.C. 4905.02.¹⁶ Applying the *Shroyer Test*, however, establishes that NEP is not a public utility.

1. NEP has not availed itself of special benefits available to public utilities such as the use of eminent domain.

There is no evidence that NEP is a jurisdictional public utility under the first prong of the *Shroyer Test*. That prong, as applied to NEP, asks: “Has [NEP] manifested an intent to be a public utility by availing itself of special benefits available to public utilities such as accepting a grant of a franchised territory, a certificate of public convenience and necessity, the use of eminent domain, or use of the public right of way for utility purposes?”¹⁷

¹⁴ Complaint at ¶ 55.

¹⁵ *See id.* at ¶¶ 63-66, 78-82, 83-87.

¹⁶ *Id.* at ¶¶ 65, 79, 84.

¹⁷ Entry on Rehearing at ¶ 3 in Case No. 15-1594-AU-COI.

The evidence shows that NEP has not availed itself of the special benefits available to public utilities. First, it is undisputed in this matter that NEP does not have a grant of franchised territory, a certificate of public convenience and necessity, the use of eminent domain (unlike AEP Ohio) or uses public rights of ways for utility purposes. (Aff. Calhoun at ¶ 21). Second, Ms. Wingo herself acknowledges that NEP does not have certificates of public convenience and necessity to provide water and sewer services (Complaint at ¶¶ 44-45) and that NEP does not have a certified territory or authority to provide electric service (Complaint at ¶ 46).

Hence, there is no dispute that NEP has not availed itself of the special benefits available to a public utility such as AEP Ohio. NEP is not a jurisdictional public utility under the first prong of the *Shroyer Test*.

2. NEP does not make its services available to the general public.

NEP is not a jurisdictional public utility under the second prong of the *Shroyer Test*. The second prong asks: “Is the utility service available to the general public rather than just to tenants[.]”¹⁸ To be a jurisdictional public utility under the second prong, Ms. Wingo must prove that NEP is providing a utility service and that it makes that service available to the general public. Complainant cannot meet that burden of proof because it is undisputed that NEP does not provide utility services and its energy management services to CAC at Creekside do not extend to the general public. *See Southern Ohio Power Co v. Pub. Util. Comm.*, 110 Ohio St. 246, 252 (1924) (recognizing that in order to constitute a jurisdictional public utility, “the devotion to the public must be of such character that the product and its service is available to the public generally and indiscriminately, or there must be the acceptance by the utility of public franchises or calling to its aid the police power of the state”); *Industrial Gas Co. v. Pub. Util.*

¹⁸ *Id.*

Comm., 135 Ohio St. 408, 414 (1959) (recognizing that a public utility serves a “substantial part of the public”); *Jonas v. Swetland Co.*, 119 Ohio St. 12 (1928) (holding a landlord that redistributed electricity to its tenant was not a regulated public utility).

a. NEP does not provide any utility services at Creekside.

As a threshold matter, NEP does not provide any utility service to CAC or the residents at Creekside. Under Section 4905.03 of the Revised Code, an entity is:

- (1) “An electric light company, when engaged in the business of supplying electricity for light, heat, or power purposes to consumers within this state, including supplying electric transmission service for electricity delivered to consumers in this state, but excluding a regional transmission organization approved by the federal energy regulatory commission;”
- (2) “A water-works company, when engaged in the business of supplying water through pipes or tubing, or in a similar manner, to consumers within this state;” and
- (3) “A sewage disposal system company, when engaged in the business of sewage disposal services through pipes or tubing, and treatment works, or in a similar manner, within this state.” (Emphasis added.)

NEP does not provide any of those utility services to CAC or tenants of Creekside. Instead, as indicated above, NEP is under a contract with CAC to provide for certain energy management services (*e.g.*, reading water and electric submeters, maintenance and replacement of water and electric submeters and related equipment, paying invoiced utility charges on CAC’s behalf to AEP Ohio and the City of Reynoldsburg, and invoicing and collecting electric, water and sewer charges from tenants on CAC’s behalf.) (Aff. Calhoun at ¶¶ 7, 8, 10).

Importantly, NEP does **not take title** to electric and water coming into Creekside and does not provide any sewer services. (Aff. Calhoun at ¶ 16). CAC is the customer of AEP Ohio and CAC incurs the charges in connection with AEP Ohio’s services. (Aff. Calhoun at ¶ 12). Similarly, the City of Reynoldsburg provides water and sewer services to CAC at Creekside, for which CAC incurs the requisite charges. (Aff. Calhoun at ¶ 14).

Also important is the fact that NEP does not own any water, sewer or electric infrastructure installed at Creekside with the exception of the electric submeters. (Aff. Calhoun at ¶ 17). Rather than CAC making all necessary repairs, CAC has a contract with NEP to maintain the electric meters in addition to repairing and replacing as necessary certain electrical lines and equipment owned by CAC at the property. (Aff. Calhoun at ¶ 8).

All of the above dispositive facts establish that NEP is not providing utility service under Section 4905.03 of the Revised Code and as contemplated by the second prong of the *Shroyer Test*. Accordingly, because it is not providing utility service, NEP cannot be a jurisdictional public utility under the second prong of the *Shroyer Test*. See *Pledger v. Pub. Util. Comm.*, 109 Ohio St.3d 463 (2006) (landlord is consumer of services even though services are resold to tenants); *Jonas v. Swetland Co.*, 119 Ohio St. 12 (1928) (holding a landlord that redistributed electricity to its tenant was not a regulated public utility).

b. NEP's services are not available to the general public.

Even if somehow NEP was considered to be providing a utility service (which it is not), that service is not available to the general public. NEP's services are for the benefit of CAC and NEP's contractual services to CAC are limited to the Creekside apartment complex only. NEP is not required to provide its services to the general public, and its contract with CAC only relates to NEP's services to CAC **at Creekside**. (Aff. Calhoun at ¶ 4). For this reason alone, NEP is not a jurisdictional public utility under the second prong of the *Shroyer Test*. See *Southern Ohio Power Co v. Pub. Util. Comm.*, 110 Ohio St. 246, 252 (1924) (recognizing that in order to constitute a jurisdictional public utility, "the devotion to the public must be of such character that the product and its service is available to the public generally and indiscriminately, or there must be the acceptance by the utility of public franchises or calling to its aid the police power of the

state”); *Industrial Gas Co. v. Pub. Util. Comm.*, 135 Ohio St. 408, 414 (1959) (recognizing that a public utility serves a “substantial part of the public”).

3. NEP’s primary business is not the provision of utility service.

Lastly, NEP is not a jurisdictional public utility under the third prong of the *Shroyer Test*. As to NEP, that prong asks: “Is the provision of utility service ancillary to [NEP’s] primary business?” This third prong is not applicable to NEP because, as noted above, it does not provide—whether primarily or secondarily—utility service to CAC or to the tenants of Creekside. This alone is dispositive as to Ms. Wingo’s claim that NEP is operating as a water-works company, a sewage disposal system company, or an electric light company. Moreover, as it regards electricity, it is indisputable that **NEP falls within the Commission’s annual charges Safe Harbor. That fact mandates a determination that NEP is not in the business of supplying electric utility service, and therefore, is not an electric light company under the third prong of the *Shroyer Test*.**

- a. NEP is not in the business of supplying water or sewage utility services under the third prong of the *Shroyer Test*.

In light of the operative facts in this case, Ms. Wingo cannot credibly claim that NEP’s business (whether primarily or secondarily) is the business of supplying water or sewer services under the third prong of the *Shroyer Test*. Indeed, in the *Aquameter* case,¹⁹ the Commission—under analogous facts—considered and rejected the same argument that Ms. Wingo brings here: that an entity that only provides certain energy management services to landlords or other property owners in connection with water utility submetering is regarded to be in the business of supplying water utility service. *Aquameter* is instructive on why NEP is not in the business of supplying water or sewer service under the third prong of the *Shroyer Test*.

¹⁹ *In Re: Dumeney and Felix v. Aquameter, Inc.*, Case No. 96-397-WW-CSS, Opinion and Order (Jan. 4, 2001).

In *Aquameter*, the Commission dismissed the complaint of mobile home owners that a third-party submetering company was acting as a water-works company.²⁰ The defendant in that case, Aquameter, Inc., contracted with the owner of a 55-lot mobile home park in Carroll County, Ohio to install water meters, read the meters and bill individual sites for their use.²¹ Water was distributed from a master meter to the mobile home owners through a system that was owned, maintained and controlled by the park owner.²² Aquameter did not purchase or take title to the water in the mobile home park and did not arrange to distribute the water.²³ It also neither owned, leased nor operated any facilities or equipment used to supply or treat water for the mobile home park.²⁴

The Commission, in reviewing the facts, determined that Aquameter was not a public utility subject to the Commission's jurisdiction.²⁵ The Commission also noted that "Aquameter has no contractual agreement with the actual supplier of water or with the end user customer."²⁶ The Commission then dismissed the complaint for lack of jurisdiction.

Like Aquameter, NEP is also not supplying water or sewer service under the third prong of the *Shroyer Test*. This conclusion is supported by the following dispositive facts:

- NEP does not own or operate any facilities at Creekside related to water and sewer (Aff. Calhoun at ¶ 17);
- NEP provides meter reading, meter repair and billing and payment services related to water use at Creekside (Aff. Calhoun at ¶ 15);
- There are no "sewer" meters at Creekside (Aff. Calhoun at ¶ 8);

²⁰ *Id.* at 8.

²¹ *Id.* at 3.

²² *Id.*

²³ *Id.* at 5.

²⁴ *Id.*

²⁵ *Id.* at 6-7.

²⁶ *Id.* at 6.

- CAC is responsible for and receives water supply at Creekside from the City of Reynoldsburg (Aff. Calhoun at ¶ 14);
- NEP does not take title to water delivered to Creekside (Aff. Calhoun at ¶ 16);
- CAC receives sewer services from the City of Reynoldsburg and incurs charges from the City based on the water supply volumes provided to Creekside (Aff. Calhoun at ¶ 14); and
- NEP's only interaction with the City of Reynoldsburg in regards to Creekside is to receive and pay on CAC's behalf the charges CAC incurs for water and sewer service provided to Creekside. (Aff. Calhoun at ¶ 15).

As in *Aquameter*, the above facts establish that NEP is not in the business of supplying water and sewer services to Creekside. *Pledger v. Pub. Util. Comm.*, 109 Ohio St.3d 463 (2006) (property manager reselling water and sewer to tenants is not a supplier of water or sewer services to consumers and not a public utility).

- b. NEP is not in the business of supplying electric utility services under the third prong of the *Shroyer Test*.

As the case with water and sewer, the fact that NEP is not supplying electric utility service to the tenants of Creekside mandates a finding that NEP is not a jurisdictional public utility under the third prong of *Shroyer* because an entity must necessarily be providing a utility service in order for the Commission to then determine whether that service is primary or ancillary to that entity's business. Since, as discussed above, NEP neither resells nor redistributes electric utility service at Creekside, it cannot be a jurisdictional public utility.

The Commission can avoid any dispute as to whether NEP is providing electric utility service, however, because NEP **qualifies** for one of the two safe harbors recently announced by the Commission. As noted above, in addition to adopting a rebuttable presumption that reselling public utility service at more than a jurisdictional public utility's residential charges is not ancillary to the entity's business, the Commission also established "Safe Harbor" that allow the

threshold issue of the Commission's jurisdiction to be determined prior to a hearing in the matter. As the Commission noted:²⁷

With respect to NEP's request that the threshold jurisdictional issues be determined prior to the hearing, we affirm our decision to establish a rebuttable presumption. However, we will grant rehearing to create a "Safe Harbor" for a Reseller once the rebuttable presumption is triggered under the third prong of the *Shroyer Test*. A Reseller will overcome the rebuttable presumption **and thus will not be subject to Commission jurisdiction under the third prong of the *Shroyer Test*** if the Reseller demonstrates that (1) the Reseller is simply passing through its annual costs of providing a utility service charged by a local public utility and competitive retail service provider (if applicable) to its submetered residents at a given premises; or (2) the Reseller's annual charges for a utility service to an individual submetered resident do not exceed what the resident would have paid the local public utility for equivalent annual usage, on a total bill basis, under the local public utility's default service tariffs.

As the underscored language above indicates, a Reseller "... will avoid Commission jurisdiction under the third prong of the *Shroyer Test* if it can prove that it falls within one of the Safe Harbor provisions described above."²⁸

Here, it is undisputed that NEP falls under one of these Safe Harbors because the invoiced charges to Ms. Wingo for electric usage at her apartment will not exceed, on an annualized basis, what she would otherwise be paying AEP Ohio under the default residential service tariff for equivalent usage. (*See* Aff. Calhoun at ¶ 20). Ms. Wingo admits in her Complaint that she believes she is paying standard service offer rates for electric generation service.²⁹ The lease document she signed also states that "[r]ates per unit of water and electricity consumed **shall be similar in cost with rates per unit billed by regulated utilities**, including all applicable riders, line extension fees and customer charges."³⁰ And since moving to her

²⁷ *Id.* at ¶ 40. (Emphasis added.)

²⁸ Second Entry on Rehearing at ¶ 50. (Emphasis added).

²⁹ Complaint at ¶ 32.

³⁰ *Id.* (emphasis added).

apartment at Creekside on or about June 2017,³¹ she has always been invoiced by NEP on behalf of CAC for electric usage at her apartment in amounts **less than** standard default charges for residential service. (Aff. Calhoun at ¶ 20).

Therefore, even if Ms. Wingo could establish that NEP is supplying her with electric utility service (which it is not), **NEP qualifies for the Commission’s Safe Harbor** because on an annual basis the charges for Ms. Wingo’s electric usage will be less than what she would pay if charged for residential service under the local utility service tariff. As such, NEP “...**is not subject to Commission jurisdiction as an electric light company under the third prong of the *Shroyer Test***[.]”³² That conclusion, along with the findings under the other prongs of the *Shroyer Test*, leads to the dismissal of Ms. Wingo’s Complaint as to NEP in this proceeding for lack of jurisdiction.

E. Based on a Lack of Subject Matter Jurisdiction, the Commission Should Disregard Complainant’s Remaining Allegations Against NEP.

Because NEP is not a jurisdictional public utility under the *Shroyer Test*, Ms. Wingo’s other allegations against NEP must also fail. In **Counts I and II** of the Complaint, she alleges that NEP is providing “retail electric service” to her under R.C. Chapter 4928. But NEP’s non-public utility status means that Ms. Wingo is not—and cannot be—a “consumer” of any retail electric generation service allegedly provided by NEP. *See FirstEnergy Corp. v. Pub. Util. Com.*, 96 Ohio St.3d 371, 2002-Ohio-4847, 775 N.E.2d 485 (finding that the landlord is the consumer and rejecting the notion that tenants of submetered office buildings, apartment complexes, and shopping centers are “ultimate consumers” of electric service under Chapter 4928).

³¹ Complaint at ¶ 55.

³² Second Entry on Rehearing at ¶ 40 (emphasis added).

Similarly, in **Count III**, Ms. Wingo claims that NEP is in violation of the Certified Territory Act. This claim, however, rests on her allegation that NEP is an electric supplier as it is allegedly “supplying or arranging for the supply of retail electric service to Creekside” (Compl. at ¶ 76).). But an “electric supplier” under the Certified Territory Act is defined as an “electric light company as defined in section 4905.03 of the Revised Code...” R.C. 4933.81(A). Without a threshold finding that a given entity is a public utility “electric light company” under the *Shroyer Test*, an entity cannot be an “electric supplier” under the Certified Territory Act.

Counts VI, VII, VIII, IX, and XI, being simply derivative of the above-discussed allegations, are likewise predicated on NEP being a jurisdictional public utility—which it is not under the *Shroyer Test*—and therefore, must also be dismissed. Counts VI and IX pertain to rules governing competitive retail electric service providers, but, as discussed above, NEP is not providing any retail competitive electric service to Ms. Wingo. Similarly, Counts VII and VIII relates to rules governing an “electric utility,” *see e.g.*, Ohio Admin. Code 4901:1-10; 4901-1-10-18, something NEP is not given its non-jurisdictional status under the *Shroyer Test*. And Count XI alleges various statutory violations, all of which are dependent on NEP first being a jurisdictional public utility, which it is not.

Finally, the Commission should **disregard the federal and related allegations** Ms. Wingo makes in paragraphs 39 through 42 of her Complaint. To the extent the Commission regards these allegations as causes of action, they are plainly outside of the Commission’s statutory jurisdiction and should be dismissed. *See, e.g., Dayton Communications Corp. v. Pub. Util. Comn.*, 64 Ohio St.2d 302, 414 N.E.2d 1051 (1980) (“The Public Utilities Commission is a creature of the General Assembly and may exercise no jurisdiction beyond that conferred by statute”); Opinion and Order, *In the Matter of the Complaint of Thomas Nerswick, Complainant*,

v. AT&T Communications of Ohio, Inc. and Cincinnati Bell Telephone Company, Respondents, Case No. 01-1168-TP-CSS (June 5, 2003) (finding that the Commission does not have jurisdiction over claims under the Federal Credit Reporting Act).

III. CONCLUSION

Ms. Wingo principally alleges that NEP is operating as a water-works company, a sewage disposal system company and an electric light company. The facts, however, when evaluated under the *Shroyer Test* establish that NEP is not operating as a public utility because it cannot exercise the special benefits and rights of a public utility; its services are not available to the general public and it does not provide any utility services to Creekside or its tenants. Most importantly, the Commission should not assert jurisdiction over NEP under the third prong of the *Shroyer Test* because charges for Ms. Wingo's electric usage at Creekside are less than what the default service charges would be from AEP Ohio on an annualized basis. Ms. Wingo's remaining allegations are likewise predicated on NEP first being a jurisdictional public utility under the *Shroyer Test*—which it is not. Accordingly, the Commission should dismiss Ms. Wingo's Complaint as to NEP for lack of subject matter jurisdiction.

Respectfully submitted,

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record

Gretchen L. Petrucci (0046608)

Ilya Batikov (0087968)

Vorys, Sater, Seymour and Pease LLP

52 E. Gay Street

P.O. Box 1008

Columbus, Ohio 43216-1008

614-464-5462

mjsettineri@vorys.com

glpetrucci@vorys.com

ibatikov@vorys.com

Attorneys for Nationwide Energy Partners, LLC

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 hereby certifies that a copy of the foregoing document is also being served (via electronic mail) on the 7th day of November 2017 upon the persons listed below.

Mark A. Whitt at:	whitt@whitt-sturtevant.com
Andrew J. Campbell at:	campbell@whitt-sturtevant.com
Rebekah J. Glover at:	glover@whitt-sturtevant.com
Shawn J. Organ at:	sjorgan@organcole.com
Joshua M. Feasel at:	jmfeasel@organcole.com
Carrie M. Lymanstall at:	cmlymanstall@organcole.com
Steven T. Nourse at:	stnourse@aep.com
Christen M. Blend at:	cblend@aep.com
Barth E. Royer at:	barthroyer@aol.com
Christopher J. Allwein at:	callwein@keglerbrown.com

/s/ Gretchen L. Petrucci

Gretchen L. Petrucci

UTILITY ADDENDUM

Property Address 8249 Tributary Lane, Reynoldsburg, OH 43068

This Utility Addendum is entered into pursuant to Section 9 of the Lease. Landlord and Resident agree to amend the Lease as follows:

Landlord, through its authorized agent, shall secure and make available to Resident, and Resident shall promptly pay all charges incurred for, (if checked) ☒ electricity, ☒ gas, ☒ water and sewage, ☒ trash removal, ☒ cable TV. Resident agrees to place all utilities for which Resident is responsible in Resident's name prior to receiving occupancy of the premises. Resident agrees to pay all other utilities, related deposits and charges on Resident's utility bills. Resident shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. Resident agrees to reimburse Landlord for any utility bills paid by Landlord during Resident's responsibility under the Lease within two (2) working days of receiving demand for payment from Landlord. Utilities shall be used only for normal household purposes and not wasted. Failure to pay utilities or properly place utilities into Resident's name, or disconnection of the electric, gas or water service due to non-payment by Resident for more than five (5) days, shall be considered material non-compliance under this Lease. Notwithstanding anything to the contrary contained herein, Resident agrees that Landlord may arrange to have an electric meter installed to measure Resident's electric usage, and a water meter installed to measure Resident's water usage. Landlord or its agent shall supply Resident with information of the cost per unit of electricity and water and the number of units consumed. Rates per unit of water and electricity consumed shall be similar in cost with rates per unit billed by regulated utilities, including all applicable riders, line extension fees and customer charges. Resident further agrees to pay for such electricity and water usage, based upon their actual metered usage, plus the apportioned share of common area usage (if applicable) and any other fees incurred by Resident. Billing for electric and water usage shall be considered part of the rent, though it will be separately invoiced and collected. It is understood and agreed between Landlord and Resident that, in the event such payments are not made when due, it shall be considered a material default under the Lease, and Resident agrees that Landlord may bring summary proceedings for collection and/or eviction. LANDLORD IS NOT OPERATING AS A PUBLIC UTILITY BY ARRANGING FOR THE SERVICES SET FORTH HEREIN, AND NOTHING HEREIN SHALL CAUSE LANDLORD TO BE, OR BE DEEMED TO BE, A PUBLIC UTILITY.

To the extent the terms of this Addendum conflict with the terms of the Lease, then the terms of this Addendum shall control.

Except as specifically amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of June 5th, 2017.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

EXHIBIT 2 TO NEP MOTION TO DISMISS

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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

State of Ohio)
) SS:
County of Franklin)

AFFIDAVIT

I, John Calhoun, being first duly sworn, declare under oath, declare and affirm the following facts:

1. I am an Account Manager with Respondent Nationwide Energy Partners, LLC (“NEP”), 230 West Street #150, Columbus, OH 43215 and have been employed with NEP since 2015. I am personally familiar with the matters and records that are referenced in this Affidavit.

2. NEP provides submetering, meter-reading, billing, collections and data analytics to property owners, managers and developers of apartment complexes and condominium buildings.

3. NEP only provides its services to property owners, managers and developers who have contracted with NEP for its services.

4. NEP has separate contracts with the respective property owner, manager or developer of each property. Each contract by and between NEP and the respective property owner, manager or developer is separately negotiated and the terms and conditions between contracts vary.

5. Any billing and meter reading services provided by NEP to a customer (the property owner, manager or developer) are limited to only that specific property covered by NEP’s contract with its customer.

6. It is my understanding that Creekside Acquisition Columbus Associates II, LLC (“CAC”) is the owner of The Creekside at Taylor Square, an apartment complex located at 2422 Banks Edge Way, Reynoldsburg, Ohio 43068 (“Creekside”). CAC acquired Creekside in or about August 2017 from Creekside Acquisition Columbus Associates LLC (“Creekside’s Prior

Owner”), which, in turn, acquired from Creekside I Acquisition, LLC the part of Creekside in which Complainant leases her apartment.

7. NEP is under contract with CAC to provide certain energy management services, including billing for and payment collection for electric, water and sewer usage at Creekside. NEP’s contract was originally executed with Creekside I Acquisition, LLC. It is my understanding that Creekside I Acquisition, LLC’s obligations under the NEP contract were assumed by Creekside’s Prior Owner and have now been assumed by CAC.

8. Under that contract, NEP prepares bills and collects payments on behalf of CAC from apartment tenants for electric, water and sewer usage. NEP’s services to CAC under the contract also include electric and water submeter reading and maintenance, as well as repair and/or replacement as necessary of certain electric lines and equipment owned by CAC at the property. There are no “sewer” meters at Creekside.

9. NEP has not entered into any contract with a tenant of Creekside to provide utility service and is not a party to any contract with a public utility to provide utility service to Creekside. Instead, CAC is responsible for all electric, water, sewer utility service arrangements at Creekside.

10. In conducting the billing and collection service for CAC, NEP receives and pays, on CAC’s behalf, invoices for charges CAC incurs from Ohio Power Company dba AEP Ohio (“AEP Ohio”) for electric generation and distribution and the City of Reynoldsburg for water and sewer. A true and accurate copy of an October 2017 bill summary from AEP Ohio listing charges incurred by CAC for electric distribution and generation service, with redactions for the account number, usage and charges is attached as Exhibit A. A true and accurate copy of an invoice from the City of Reynoldsburg for the second quarter of 2017 listing CAC’s charges, with redactions for the account number, usage, and charges, is attached as Exhibit B.

11. NEP adds further value to complex owners like CAC by also offering services that leverage NEP’s knowledge of usage in complexes. Those additional services include energy efficiency consultation, high usage alerts and vacant usage reports.

12. CAC, as a customer of AEP Ohio, receives electric distribution and generation service at Creekside from AEP Ohio and incurs the requisite charges.

13. In June 2017, electric generation service to Creekside was provided by Interstate Gas Supply, Inc. (“IGS”) through a contract between IGS and Creekside’s Prior Owner. Since July 2017, AEP Ohio has provided electric generation service to Creekside.

14. CAC receives water and sewage services at Creekside from the City of Reynoldsburg and incurs the requisite charges. CAC pays sewer charges based on the water supply volumes provided by the City of Reynoldsburg to Creekside.

15. NEP provides meter reading, meter repair and billing and payment services related to water use at Creekside. NEP’s only interaction with the City of Reynoldsburg in

regards to Creekside is to receive and pay on CAC's behalf the charges CAC incurs for water and sewer service provided to Creekside.

16. NEP does not take title to electricity and water coming into Creekside and does not provide sewer services at Creekside.

17. NEP also does not own any of the utility infrastructure at Creekside, save for the electric submeters, which NEP installed after the 2011 conversion from individually-metered to master-metered service. All other utility infrastructure, including water meters, supply lines, complex electric wiring, meter bank, and wiring and complex sewer lines, is owned by CAC.

18. NEP monitors AEP Ohio's default residential rates on a regular basis and maintains programs to calculate AEP Ohio's charges on a current and historical basis.

19. NEP calculated what Complainant would have paid for electricity to the local public utility (AEP Ohio) under the applicable default residential service tariff for equivalent usage using the applicable AEP Ohio bill calculator and compared that to her invoiced charges for her apartment usage at Creekside since June 2017. Attached as Exhibit C is a true and accurate copy of a summary table showing the results of the comparison study, along with copies of invoices sent to Complainant reflecting her charges and usage, and five tables showing the monthly amounts Complainant would have been charged by AEP Ohio under the default residential service tariff for equivalent usage.

20. As the summary table in Exhibit C shows, since Complainant leased her apartment at Creekside in or about June 2017, the invoiced charges to Complainant for electric usage at her apartment have always been in amounts less than what Complainant would have been charged by AEP Ohio under the default residential service tariff for equivalent usage. Likewise, on an annualized basis, the charges invoiced to Complainant will not exceed what Complainant would otherwise be charged by AEP Ohio under the default residential service tariff for equivalent usage.

21. NEP does not have a grant of franchised territory from the Public Utilities Commission of Ohio ("PUCO"), or a certificate of public convenience and necessity from the PUCO, and it does not exercise the use of eminent domain or use public right of ways for utility purposes.


John Calhoun

Sworn and subscribed before me in my presence this 2nd day of November, 2017.


Notary Public



CHERYL HAMILTON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 16, 2018

EXHIBIT A

REPORT NO: MCSR0287
OFFICE CD: 11170
COLUMBUS

AMERICAN ELECTRIC POWER
SUMMARY OF CONSOLIDATED BILLING

OCTOBER 2017

DATE PREPARED: 10/31/17
TIME PREPARED: 00:45:47
PAGE: 15

NATIONWIDE ENERGY PARTNERS
230 WEST ST STE 150
COLUMBUS, OH 43215-2785

[REDACTED]

BILL DUE DATE 11/21/17

ACCOUNT NUM/ID NO	SERVICE NAME	BILL DEM	METERED KVAR	METERED KVAH	METERED KWH	PF CONS	SERVICE CITY-STATE-ZIP	A
RVCL TAR	METERED DM						CONTRACT CAP	BILLING KWH B
EQP ADJ AT	EQP RT						VOLT CONS	LATE PMT CHG C
METER NO	KIND	CONSTANT	PV DATE	FUEL RATE	FUEL AMOUNT	READ	ADJ/BB/ESP	TOT AMT DUE D
							TRANSMISSION	CC TOTAL E

[REDACTED]								
------------	--	--	--	--	--	--	--	--

CREEKSIDE I

2422 BANKS EDGE WAY

REYNOLDSBURG, OH 43068-9559

A

SERVICE DELIVERY IDENTIFIER NUMBER:

[REDACTED]

[REDACTED]

REYNOLDSBURG WATER DEPT.
7232 EAST MAIN ST.
REYNOLDSBURG, OH 43068-2014

EXHIBIT B

RETURN SERVICE REQUESTED

ACCOUNT NUMBER	
AMOUNT DUE	
DUE DATE	09-21-17
AMOUNT AFTER DUE DATE	

SERVICE ADDRESS: 7810 TRIBUTARY LN



CREEKSIDE I ACQUISITION LLC 10 128
C/O NATIONWIDE ENERGY PARTNERS
230 WEST STREET SUITE 150
COLUMBUS OH 43215-2785



☐ PLEASE CHECK BOX IF ADDRESS IS INCORRECT OR HAS CHANGED, AND INDICATE CHANGE(S) ON REVERSE SIDE.

MAKE CHECKS PAYABLE TO:

REYNOLDSBURG WATER DEPT.
7232 E MAIN ST
REYNOLDSBURG OH 43068-2014



PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT IN ENCLOSED ENVELOPE



REYNOLDSBURG WATER DEPT.
7232 EAST MAIN ST.
REYNOLDSBURG, OH 43068-2014

OFFICE HOURS

MONDAY - FRIDAY 8 AM - 5 PM
EXCEPT HOLIDAYS
PHONE: (614) 322-6811

SERVICE ADDRESS: 7810 TRIBUTARY LN

BILL TO: CREEKSIDE I ACQUISITION LLC
C/O NATIONWIDE ENERGY PARTNERS
230 WEST STREET SUITE 150
COLUMBUS OH 43215

ACCOUNT NUMBER:



BILLING DATE 09/01/2017

The Reynoldsburg annual water quality report is available online at:
<http://www.ci.reynoldsburg.oh.us/Uploads/Documents/departments/water/2016%20Annual%20Quality%20Water%20Report.pdf>

TYPE OF SERVICE	SERVICE PERIOD		METER READING		USAGE 1000 GAL	AMOUNT
	FROM	TO	PREVIOUS	CURRENT		
Water	04/25/2017	07/27/2017				
	04/25/2017	07/27/2017				
Sewer	04/25/2017	07/27/2017				
Storm Water	09/01/2017	11/30/2017				
Water CIP Fee	04/25/2017	07/27/2017				
Sewer CIP Fee	04/25/2017	07/27/2017				

2017 CITY OF REYNOLDSBURG WATER DEPARTMENT FIRE HYDRANT FLUSHING SCHEDULE

The City of Reynoldsburg Water Department will be flushing fire hydrants as follows:

On and West of Waggoner Rd, Graham and St. Rte. 256: Aug. 21 - Aug 25, 2017
East of Waggoner Rd, Graham, and St. Rte. 256: Aug. 28 - Sep 1, 2017

The rust colored water caused by the flushing of hydrants does not pose a health hazard. Residents are urged to check their water before doing any laundry.

After Hours deposit box in Lobby of Municipal Building and in parking lot north of the flag pole.

Pay by:
Cash, Check, or Money Order. Discover, MasterCard and Visa accepted in person, Monday thru Friday 8 AM - 5 PM in the office. No payments taken over the phone.

PREVIOUS BALANCE	
PENALTIES	
ADJUSTMENTS	
PREVIOUS PAYMENT	
BALANCE FORWARD	
CURRENT CHARGES	
TOTAL DUE 09-21-17	
AMOUNT DUE AFTER 09-21-17	

Billing Cycle dates		kWh Usage	AEP Bill Calculator	Invoiced CAC Charges			Delta
6/4/2017	6/25/2017	99	\$	22.02	\$	18.04	\$ (3.98)
6/25/2017	7/25/2017	165	\$	29.42	\$	28.38	\$ (1.04)
7/25/2017	8/25/2017	138	\$	26.58	\$	25.57	\$ (1.01)
8/25/2017	9/25/2017	134	\$	26.78	\$	25.76	\$ (1.02)
9/25/2017	10/25/2017	127	\$	26.16	\$	25.14	\$ (1.02)



230 West St. Suite 150 | Columbus, OH | 43215

ON BEHALF OF YOUR COMMUNITY,
CREEKSIDE

Addressee

NED0627B AUTO 5-DIGIT 43068
7000000692 00.0003.0278 692/1



CYNTHIA WINGO
8249 TRIBUTARY LN
REYNOLDSBURG OH 43068-9444

EXHIBIT C Page 2 of 16

Invoice Date	Due Date	Account Number
Jun 27, 2017	Jul 13, 2017	124796

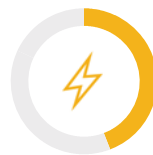
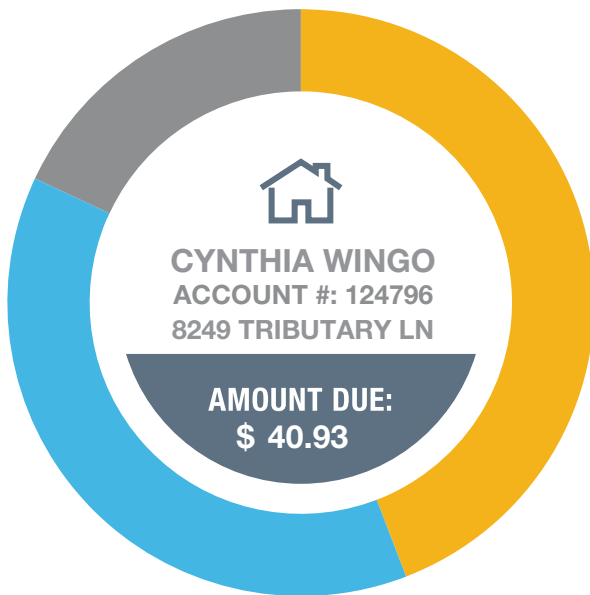
Total Amount Due	Amount Paid
\$ 40.93	

Please Make Checks Payable And Remit To



NATIONWIDE ENERGY PARTNERS
PO BOX 183009
COLUMBUS, OH 43218-3009

07131700000000001247960000000040937



ELECTRIC

\$ 18.04



WATER

\$ 15.46



COMMUNITY CHARGES

\$ 7.43

Message Center

Thank you for your patronage. Prompt payment is greatly appreciated.

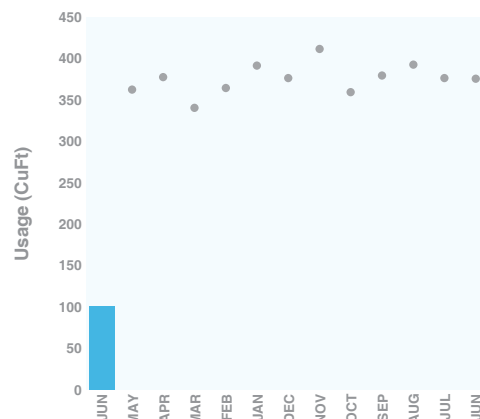
Questions?

Please call our support team at
(614) 918-2031 or (877) 818-2637
or visit us online at
NationwideEnergyPartners.com



Meter #: 22958081

■ YOUR USAGE
● COMMUNITY AVERAGE



current read	previous read	meter conversion	usage (CuFt)
--------------	---------------	------------------	--------------

14466.920 - 14365.510 X 1 = 101.410

current read date	previous read date
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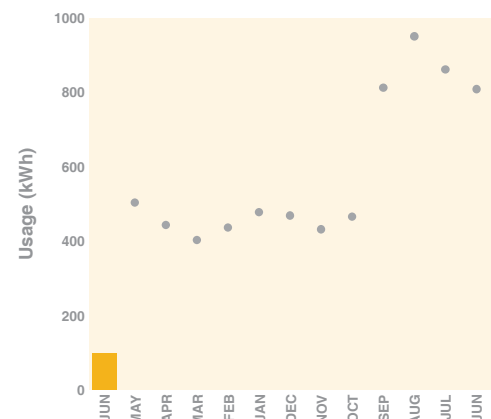
06-25-17

06-04-17



Meter #: 31334805

■ YOUR USAGE
● COMMUNITY AVERAGE



current read	previous read	meter conversion	usage (kWh)
--------------	---------------	------------------	-------------

26494 - 26395 X 1 = 99

current read date	previous read date
-------------------	--------------------

06-25-17

06-04-17

PAYMENT METHODS

NEP Autopay

Sign up for autopay to have the payments for your NEP bill automatically withdrawn from your bank account or credit card each month, at no cost to you.

Electronic Bill Pay

Set up directly through your bank online, electronic bill pay allows you to send money from your bank account directly to NEP to pay your bill. You choose the amount you want to pay and the date you want the payment to be applied.

Online Payment

Pay online anytime through NEP's website. Residents can register online or quick pay without having to set up an online account.

In-Store Payment

A number of stores, such as Wal-Mart, accept payments at all locations in the continental US. **Bring your NEP statement with you.** *Service fees may apply.*





Mail

Pay by check by mailing the detachable payment stub along with your check in the return envelope provided with your monthly invoice. **Please include your NEP account number on your check.**

Phone

Residents may pay their bill 24 hours a day, 7 days a week, through NEP's automated phone system. Residents may also call our toll free Resident Support number to pay with a live agent during office hours. *Service fees will apply for payments made with a live agent.*

Billing Summary

	Previous Balance	\$0.00
	Payments	\$0.00
	Balance Forward/Carry Over	\$0.00
	Customer Charge	\$5.88
	NEP Energy Discount	-\$0.70
	Electric Usage	\$12.86
	Water Usage	\$6.46
	Sewer Usage	\$6.20
	Stormwater Charges	\$2.80
	Common Area Electric	\$7.41
	Common Area Water	\$0.02
TOTAL AMOUNT DUE ON JUL 13, 2017		\$40.93

USEFUL INFO

Never worry about missing a bill and save paper by signing up for paperless billing! You'll receive an email notification the moment your bill is available online when you sign up through "My Account" at NationwideEnergyPartners.com. It's convenient for you and benefits the environment! You can also sign up for Autopay to waive your security deposit and enjoy the ease of paying your bill automatically every month. Have peace of mind knowing you will never miss a payment!

TERMS AND CONDITIONS

NEP provides metering and billing services on behalf of your community owner or community association. Failure to receive a bill does not change the due date or possibility of disconnection due to non-payment.

A \$30.00 charge may be applied to your account for all payments not honored by the bank for any reason, including, but not limited to: Insufficient funds (NSF), account closed, payment stopped, no signature, and improperly drawn or submitted.

A security deposit is added to the account of any new residents or delinquent accounts. The deposit will be waived if a resident signs up for autopay or presents NEP with a qualifying letter of credit from a previous utility company. All fees are subject to change.

For more information regarding your billing summary and charges, please visit our website at NationwideEnergyPartners.com





230 West St. Suite 150 | Columbus, OH | 43215

ON BEHALF OF YOUR COMMUNITY,
CREEKSIDE

Addressee

NED0727B AUTO 5-DIGIT 43068
7000000625 00.0003.0238 625/1



CYNTHIA WINGO
8249 TRIBUTARY LN
REYNOLDSBURG OH 43068-9444

Invoice Date	Due Date	Account Number
Jul 27, 2017	Aug 13, 2017	124796

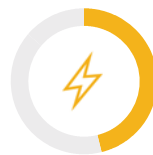
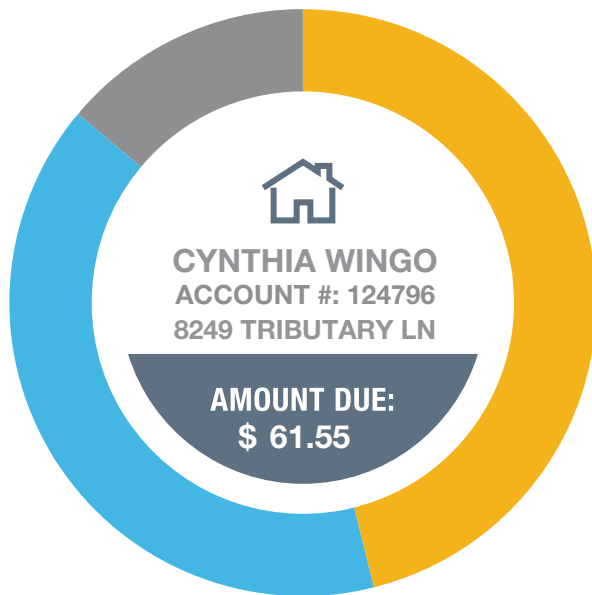
Total Amount Due	Amount Paid
\$ 61.55	

Please Make Checks Payable And Remit To



NATIONWIDE ENERGY PARTNERS
PO BOX 183009
COLUMBUS, OH 43218-3009

08131700000000001247960000000061550



ELECTRIC

\$ 28.38



WATER

\$ 24.69



COMMUNITY CHARGES

\$ 8.48

Message Center

Thank you for your patronage. Prompt payment is greatly appreciated.

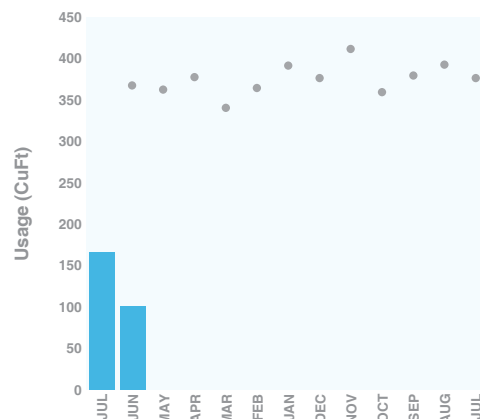
Questions?

Please call our support team at
(614) 918-2031 or (877) 818-2637
or visit us online at
NationwideEnergyPartners.com



Meter #: 22958081

■ YOUR USAGE
● COMMUNITY AVERAGE

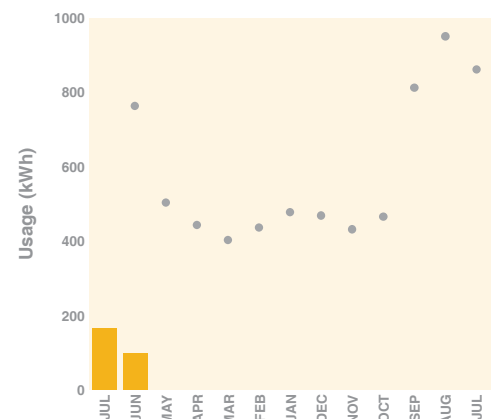


current read	previous read	meter conversion	usage (CuFt)
14632.760	14466.920	X 1	= 165.840
current read date		previous read date	
07-25-17		06-25-17	



Meter #: 31334805

■ YOUR USAGE
● COMMUNITY AVERAGE



current read	previous read	meter conversion	usage (kWh)
26659	26494	X 1	= 165
current read date		previous read date	
07-25-17		06-25-17	

PAYMENT METHODS

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Mail

Pay by check by mailing the detachable payment stub along with your check in the return envelope provided with your monthly invoice. **Please include your NEP account number on your check.**

Phone

Residents may pay their bill 24 hours a day, 7 days a week, through NEP's automated phone system. Residents may also call our toll free Resident Support number to pay with a live agent during office hours. *Service fees will apply for payments made with a live agent.*

Billing Summary

	Previous Balance	\$40.93
	Payments	\$40.93
	Balance Forward/Carry Over	\$0.00
	Customer Charge	\$8.40
	NEP Energy Discount	-\$1.00
	Electric Usage	\$20.98
	Water Usage	\$10.56
	Sewer Usage	\$10.13
	Stormwater Charges	\$4.00
	Common Area Electric	\$7.24
	Common Area Water	\$1.24
TOTAL AMOUNT DUE ON AUG 13, 2017		\$61.55

USEFUL INFO

Never worry about missing a bill and save paper by signing up for paperless billing! You'll receive an email notification the moment your bill is available online when you sign up through "My Account" at NationwideEnergyPartners.com. It's convenient for you and benefits the environment! You can also sign up for Autopay to waive your security deposit and enjoy the ease of paying your bill automatically every month. Have peace of mind knowing you will never miss a payment!

TERMS AND CONDITIONS

NEP provides metering and billing services on behalf of your community owner or community association. Failure to receive a bill does not change the due date or possibility of disconnection due to non-payment.

A \$30.00 charge may be applied to your account for all payments not honored by the bank for any reason, including, but not limited to: Insufficient funds (NSF), account closed, payment stopped, no signature, and improperly drawn or submitted.

A security deposit is added to the account of any new residents or delinquent accounts. The deposit will be waived if a resident signs up for autopay or presents NEP with a qualifying letter of credit from a previous utility company. All fees are subject to change.

For more information regarding your billing summary and charges, please visit our website at NationwideEnergyPartners.com





230 West St. Suite 150 | Columbus, OH | 43215

ON BEHALF OF YOUR COMMUNITY,
CREEKSIDE

Addressee

NED0828B AUTO 5-DIGIT 43068
7000000610 00.0003.0231 610/1



CYNTHIA WINGO
8249 TRIBUTARY LN
REYNOLDSBURG OH 43068-9444

EXHIBIT C Page 6 of 16

Invoice Date	Due Date	Account Number
Aug 28, 2017	Sep 13, 2017	124796

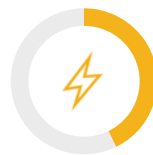
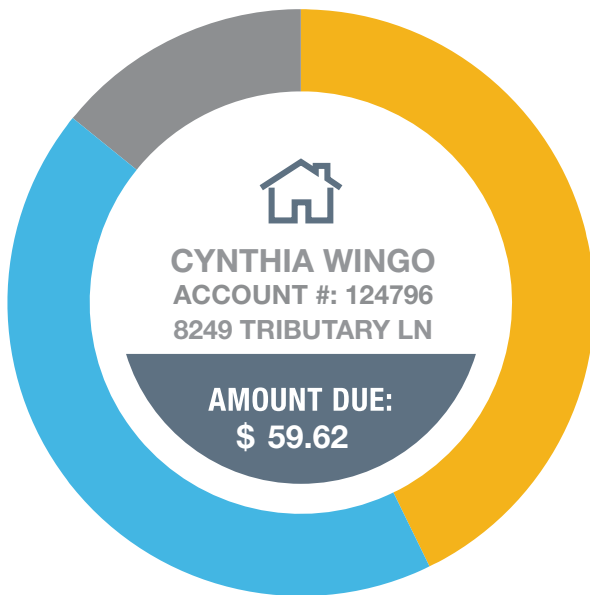
Total Amount Due	Amount Paid
\$ 59.62	

Please Make Checks Payable And Remit To



NATIONWIDE ENERGY PARTNERS
PO BOX 183009
COLUMBUS, OH 43218-3009

09131700000000001247960000000059628



ELECTRIC

\$ 25.57



WATER

\$ 25.57



COMMUNITY CHARGES

\$ 8.48

Message Center

Thank you for your patronage. Prompt payment is greatly appreciated.

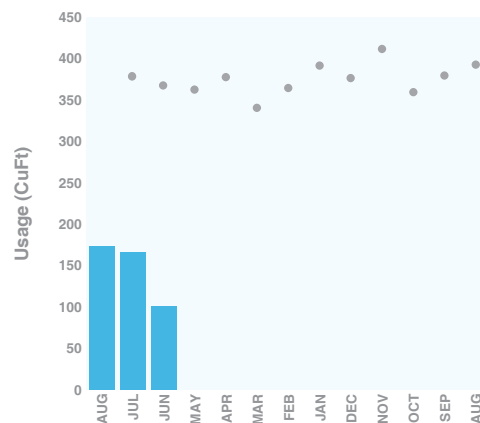
Questions?

Please call our support team at
(614) 918-2031 or (877) 818-2637
or visit us online at
NationwideEnergyPartners.com



Meter #: 22958081

■ YOUR USAGE
● COMMUNITY AVERAGE

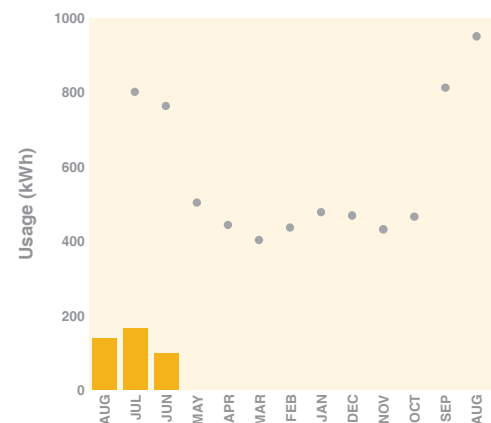


current read	previous read	meter conversion	usage (CuFt)
14805.550	14632.760	X 1	= 172.790
current read date	previous read date		
08-25-17	07-25-17		



Meter #: 31334805

■ YOUR USAGE
● COMMUNITY AVERAGE



current read	previous read	meter conversion	usage (kWh)
26797	26659	X 1	= 138
current read date	previous read date		
08-25-17	07-25-17		

PAYMENT METHODS

NEP Autopay

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Mail

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Billing Summary

	Previous Balance	\$61.55
	Payments	\$61.55
	Balance Forward/Carry Over	\$0.00
	Customer Charge	\$8.40
	NEP Energy Discount	-\$1.00
	Electric Usage	\$18.17
	Water Usage	\$11.01
	Sewer Usage	\$10.56
	Stormwater Charges	\$4.00
	Common Area Electric	\$7.24
	Common Area Water	\$1.24
TOTAL AMOUNT DUE ON SEP 13, 2017		\$59.62

USEFUL INFO

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ON BEHALF OF YOUR COMMUNITY,
CREEKSIDE

Invoice Date	Due Date	Account Number
Sep 26, 2017	Oct 13, 2017	124796
Total Amount Due		Amount Paid
\$ 58.04		

Please Make Checks Payable And Remit To

NED0926F AUTO 5-DIGIT 43068
7000000609 00.0002.0233 609/1

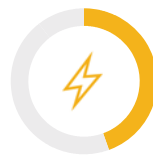
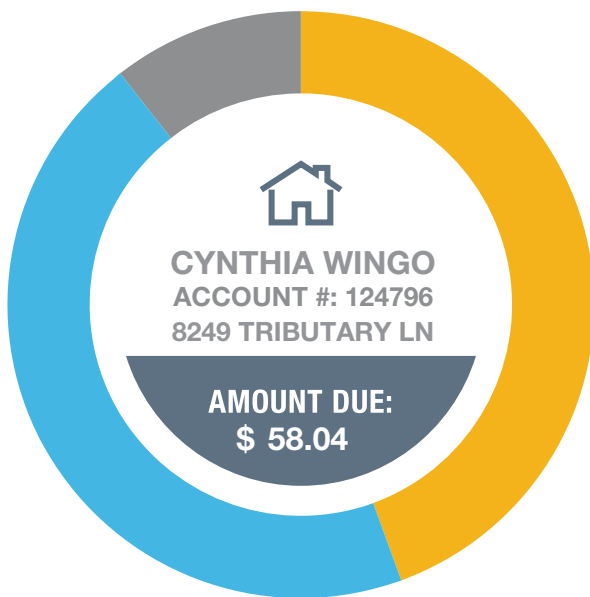


CYNTHIA WINGO
8249 TRIBUTARY LN
REYNOLDSBURG OH 43068-9444



NATIONWIDE ENERGY PARTNERS
PO BOX 183009
COLUMBUS, OH 43218-3009

10131700000000001247960000000058040



ELECTRIC

\$ 25.76



WATER

\$ 26.08



COMMUNITY CHARGES

\$ 6.20

Message Center

Thank you for your patronage. Prompt payment is greatly appreciated.

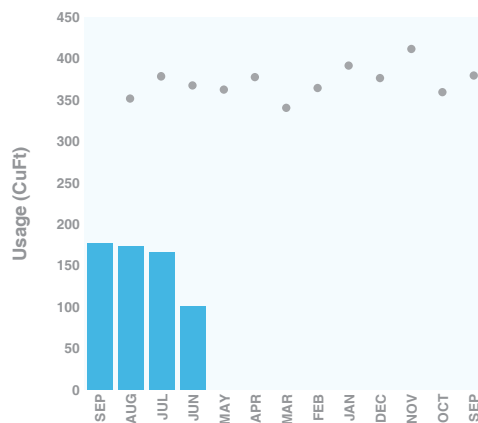
Questions?

Please call our support team at
(614) 918-2031 or (877) 818-2637
or visit us online at
NationwideEnergyPartners.com



Meter #: 22958081

■ YOUR USAGE
● COMMUNITY AVERAGE

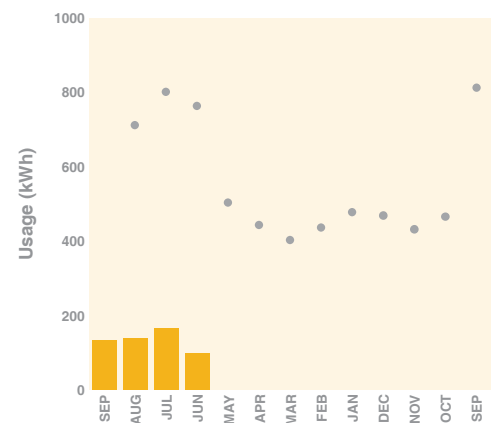


current read	previous read	meter conversion	usage (CuFt)
14982.550	14805.550	X 1 =	177
current read date		previous read date	
09-25-17		08-25-17	



Meter #: 31334805

■ YOUR USAGE
● COMMUNITY AVERAGE



current read	previous read	meter conversion	usage (kWh)
26931	26797	X 1 =	134
current read date		previous read date	
09-25-17		08-25-17	

PAYMENT METHODS

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Billing Summary

	Previous Balance	\$59.62
	Payments	\$59.62
	Balance Forward/Carry Over	\$0.00
	Customer Charge	\$8.40
	NEP Energy Discount	-\$1.00
	Electric Usage	\$18.36
	Water Usage	\$11.27
	Sewer Usage	\$10.81
	Stormwater Charges	\$4.00
	Common Area Electric	\$6.20
	Common Area Water	\$0.00
TOTAL AMOUNT DUE ON OCT 13, 2017		\$58.04

USEFUL INFO

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NationwideEnergyPartners.com





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ON BEHALF OF YOUR COMMUNITY,
CREEKSIDE

Addressee

NED1026B AUTO 5-DIGIT 43068
7000000649 00.0003.0254 649/1



CYNTHIA WINGO
8249 TRIBUTARY LN
REYNOLDSBURG OH 43068-9444

EXHIBIT C Page 10 of 16

Invoice Date	Due Date	Account Number
Oct 26, 2017	Nov 13, 2017	124796

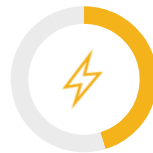
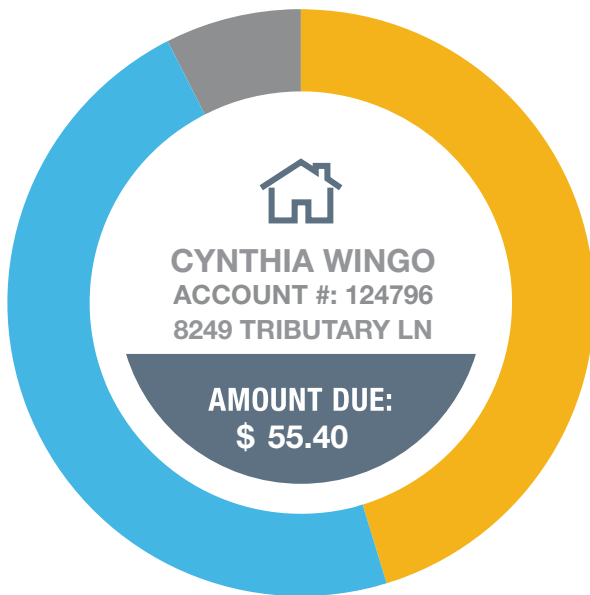
Total Amount Due	Amount Paid
\$ 55.40	

Please Make Checks Payable And Remit To



NATIONWIDE ENERGY PARTNERS
PO BOX 183009
COLUMBUS, OH 43218-3009

1113170000000000124796000000005544



ELECTRIC

\$ 25.14



WATER & SEWER

\$ 26.06



COMMUNITY CHARGES

\$ 4.20

Message Center
Thank you for your patronage. Prompt payment is greatly appreciated.

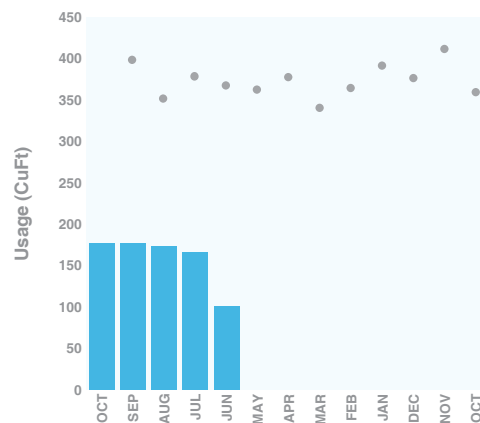
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Meter #: 22958081

■ YOUR USAGE
● COMMUNITY AVERAGE

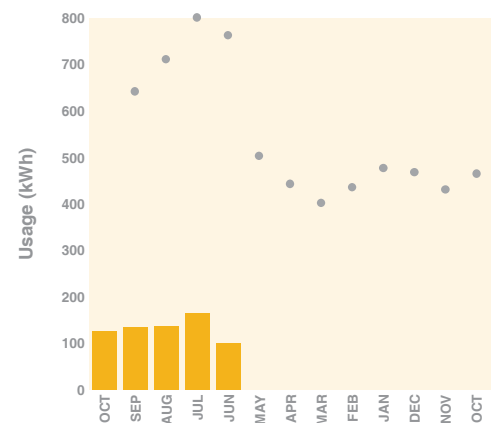


current read	previous read	meter conversion	usage (CuFt)
15159	14983	X	1
current read date	previous read date		
10-25-17	09-25-17		



Meter #: 31334805

■ YOUR USAGE
● COMMUNITY AVERAGE



current read	previous read	meter conversion	usage (kWh)
27058	26931	X	1
current read date	previous read date		
10-25-17	09-25-17		

PAYMENT METHODS

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Billing Summary

	Previous Balance	\$58.04
	Payments	\$58.04
	Balance Forward/Carry Over	\$0.00
	Customer Charge	\$8.40
	NEP Energy Discount	-\$1.00
	Electric Usage	\$17.74
	Water Usage	\$11.26
	Sewer Usage	\$10.80
	Stormwater Charges	\$4.00
	Common Area Electric	\$4.20
	Common Area Water	\$0.00
TOTAL AMOUNT DUE ON NOV 13, 2017		\$55.40

USEFUL INFO

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TERMS AND CONDITIONS

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For more information regarding your billing summary and charges, please visit our website at NationwideEnergyPartners.com



Account #: 124796
Billing Month/Year: June 2017

Billing Parameters

Metered kWh Usage: 99 kWh

	Rates			Billing			Effective Date:
	Generation	Transmission	Distribution	Generation	Transmission	Distribution	
Customer Charge			8.40			8.40	1/1/2015
Energy Charge			\$ 0.0182747			\$ 1.81	1/1/2015
Base Charges						\$ 10.21	
						\$ 10.21	

Riders

Universal Service Fund (first 833,000 kWh)	99 kWh		\$ 0.0001430	\$ 0.0001430		\$ 0.01	\$ 0.01	12/30/2016
Universal Service Fund (in excess of 833,000 kWh)	0 kWh		\$ 0.0001430	\$ 0.0001430		-	\$ -	12/30/2016
kWh Tax (first 2000 kWh)	99 kWh		\$ 0.00465	\$ 0.00465		\$ 0.46	\$ 0.46	5/1/2001
kWh Tax (next 13,000 kWh)	0 kWh		\$ 0.00419	\$ 0.00419		-	\$ -	5/1/2001
kWh Tax (in excess of 15,000 kWh)	0 kWh		\$ 0.00363	\$ 0.00363		-	\$ -	5/1/2001
Residential Distribution Credit Rider	\$10.21 Base (Dist)		-3.5807%	-3.5807%			(0.37)	1/1/2012
Pilot Throughput Balancing Adjustment Rider	99 kWh		\$ 0.0016693	\$ 0.0016693		\$ 0.17	\$ 0.17	7/1/2016
Deferred Asset Phase-In Rider	\$10.21 Base (Dist)		7.7300%	7.7300%		\$ 0.79	\$ 0.79	8/1/2016
Generation Energy Rider	99 kWh			\$ 0.0404800			\$ 4.01	6/1/2017
Generation Capacity Rider	99 kWh			\$ 0.0148400			\$ 1.47	7/1/2016
Auction Cost Reconciliation Rider	99 kWh			\$ 0.0015552			\$ 0.15	6/1/2017
Power Purchase Agreement Rider	99 kWh						\$ 0.15	3/30/2017
Basic Transmission Cost Rider	99 kWh	\$ 0.0142293		\$ 0.0024980			\$ 0.25	3/30/2017
Energy Efficiency and Peak Demand Reduction Cost Recovery	99 kWh		\$ 0.0031170	\$ 0.0142293	1.41		\$ 1.41	1/31/2017
Economic Development Cost Recovery	\$10.21 Base (Dist)		2.81125%	\$ 0.0031170		\$ 0.31	\$ 0.31	1/31/2017
Enhanced Service Reliability	99 kWh					\$ 0.29	\$ 0.29	3/30/2017
gridSMART Phase 1 Rider	\$10.21 Base (Dist)		7.34119%			\$ 0.75	\$ 0.75	6/30/2015
gridSMART Phase 2 Rider	Month			\$ 0.18		\$ 0.18	\$ 0.18	4/28/2017
Retail Stability Rider	99 kWh		(0.63)	(0.63)		(0.63)	(0.63)	5/30/2017
Distribution Investment Rider	99 kWh			\$ 0.0015421			\$ 0.15	3/1/2017
Storm Damage Recovery Rider	\$10.21 Base (Dist)		28.98750%	28.98750%		\$ 2.96	\$ 2.96	3/1/2017
Alternative Energy Rider	99 kWh		(0.70)	(0.70)		(0.70)	(0.70)	5/30/2017
Significant Excess Earnings Test Credit Rider	99 kWh			\$ 0.0020370		\$ 0.20	\$ 0.20	3/30/2017
Riders Total				\$ (0.0004659)	1.41	(0.05)	\$ 11.81	3/30/2017
Base + Rider Total					1.41	14.38	\$ 22.02	

Minimum Charge:

Total Ohio Power Billing Charge:

\$ 8.40
\$ 22.02

Account #: 124796
Billing Month/Year: August 2017

Billing Parameters

Metered kWh Usage: 138 kWh

	Rates			Billing			Effective Date:
	Generation	Transmission	Distribution	Total	Generation	Transmission	Total
Customer Charge			8.40	\$ 8.40			8.40
Energy Charge			\$ 0.0182747	\$ 0.0182747 /kWh			2.52
Base Charges						\$ 10.92	\$ 10.92

Riders

Universal Service Fund (first 833,000 kWh)	138 kWh		\$ 0.0001430	\$ 0.0001430 /kWh			\$ 0.02	12/30/2016
Universal Service Fund (in excess of 833,000 kWh)	0 kWh		\$ 0.0001430	\$ 0.0001430 /kWh			\$ -	12/30/2016
kWh Tax (first 2000 kWh)	138 kWh		\$ 0.00465	\$ 0.00465 /kWh			\$ 0.64	5/1/2001
kWh Tax (next 13,000 kWh)	0 kWh		\$ 0.00419	\$ 0.00419 /kWh			\$ -	5/1/2001
kWh Tax (in excess of 15,000 kWh)	0 kWh		\$ 0.00363	\$ 0.00363 /kWh			\$ -	5/1/2001
Residential Distribution Credit Rider	\$10.92 Base (Dist)		-3.5807%	-3.5807%			\$ (0.39)	1/1/2012
Pilot Throughput Balancing Adjustment Rider	138 kWh		\$ 0.0017283	\$ 0.0017283 /kWh			\$ 0.24	7/1/2017
Deferred Asset Phase-In Rider	\$10.92 Base (Dist)		7.8100%	7.8100%			\$ 0.85	8/1/2017
Generation Energy Rider	138 kWh			\$ 0.0404800 /kWh			\$ 5.59	6/1/2017
Generation Capacity Rider	138 kWh			\$ 0.0148400 /kWh			\$ 2.05	6/1/2017
Auction Cost Reconciliation Rider	138 kWh			\$ (0.0017248) /kWh			\$ (0.24)	6/28/2017
Power Purchase Agreement Rider	138 kWh						\$ 0.21	6/28/2017
Basic Transmission Cost Rider	138 kWh	\$ 0.0142293		\$ 0.0142293 /kWh	1.96		\$ 1.96	1/31/2017
Energy Efficiency and Peak Demand Reduction Cost Recovery	\$10.92 Base (Dist)		\$ 0.0031170	\$ 0.0031170 /kWh			\$ 0.43	1/31/2017
Economic Development Cost Recovery	\$10.92 Base (Dist)		2.81125%	2.81125%			\$ 0.31	3/30/2017
Enhanced Service Reliability	Month		7.34119%	7.34119%			\$ 0.80	6/30/2015
gridSMART Phase 1 Rider	Month		0.18	\$ 0.18			\$ 0.18	4/28/2017
gridSMART Phase 2 Rider	Month		(0.63)	\$ (0.63)			\$ (0.63)	5/30/2017
Retail Stability Rider	138 kWh			\$ 0.0015421 /kWh			\$ 0.21	3/1/2017
Distribution Investment Rider	\$10.92 Base (Dist)		29.77473%	29.77473%			\$ 3.25	7/28/2017
Storm Damage Recovery Rider	138 kWh			\$ -			\$ -	6/28/2017
Alternative Energy Rider	138 kWh			\$ 0.0017401 /kWh			\$ 0.24	6/28/2017
Significant Excess Earnings Test Credit Rider	138 kWh			\$ (0.0004659) /kWh			\$ (0.06)	3/30/2017
Riders Total					7.64	1.96	5.64	15.66
Base + Rider Total					7.64	1.96	16.56	26.58

Minimum Charge:

Total Ohio Power Billing Charge:

\$ 8.40
\$ 26.58

Billing Parameters

Metered kWh Usage:

134 kWh

		Rates				Billing			
		Generation	Transmission	Distribution	Total	Generation	Transmission	Distribution	Total
Customer Charge				\$	8.40	\$	8.40	\$	8.40
Energy Charge				\$	0.0182747	\$	2.45	\$	2.45
Base Charges	134 kWh	x					\$	10.85	\$ 10.85

Effective Date: 1/1/2015

Riders

	Universal Service Fund (first 833,000 kWh)	134 kwh	x			\$	0.0001430	\$	0.0001430	/kWh				\$	0.02	\$			12/30/2016
	Universal Service Fund (in excess of 833,000 kWh)	0 kwh	x			\$	0.0001430	\$	0.0001430	/kWh				\$	-	\$			12/30/2016
	kWh Tax (first 2000 kWh)	134 kwh	x			\$	0.00465	\$	0.00465	/kWh				\$	0.62	\$			5/1/2001
	kWh Tax (next 13,000 kWh)	0 kwh	x			\$	0.00419	\$	0.00419	/kWh				\$	-	\$			5/1/2001
	kWh Tax (in excess of 15,000 kWh)	0 kwh	x			\$	0.00363	\$	0.00363	/kWh				\$	-	\$			5/1/2001
	Residential Distribution Credit Rider	\$10.85 Base (Dist)	x			\$	-3.5807%		-3.5807%					\$	(0.39)	\$			1/1/2012
	Pilot Throughput Balancing Adjustment Rider	134 kwh	x			\$	0.0017283	\$	0.0017283	/kWh				\$	0.23	\$			7/1/2017
	Deferred Asset Phase-In Rider	\$10.85 Base (Dist)	x				7.8100%		7.8100%					\$	0.85	\$			8/1/2017
	Generation Energy Rider	134 kwh	x			\$	0.0404800			/kWh				\$	5.42	\$			6/1/2017
	Generation Capacity Rider	134 kwh	x			\$	0.0148400			/kWh				\$	1.99	\$			6/1/2017
	Auction Cost Reconciliation Rider	134 kwh	x			\$	(0.0017248)			/kWh				\$	(0.23)	\$			6/28/2017
	Power Purchase Agreement Rider	134 kwh	x			\$	0.0015404			/kWh				\$	0.21	\$			6/28/2017
	Basic Transmission Cost Rider	134 kwh	x			\$	0.0172194			/kWh				\$	2.31	\$			8/28/2017
	Energy Efficiency and Peak Demand Reduction Cost Recovery	134 kwh	x			\$	0.0034053			/kWh				\$	0.45	\$			8/28/2017
	Economic Development Cost Recovery	\$10.85 Base (Dist)	x				2.81125%		2.81125%					\$	0.31	\$			3/30/2017
	Enhanced Service Reliability	\$10.85 Base (Dist)	x				7.34119%		7.34119%					\$	0.80	\$			6/30/2015
	gridSMART Phase 1 Rider	Month				\$	0.18		\$	0.18				\$	0.18	\$			4/28/2017
	gridSMART Phase 2 Rider	Month				\$	(0.52)		\$	(0.52)				\$	(0.52)	\$			8/28/2017
	Distribution Investment Rider	134 kwh	x				30.37665%			/kWh				\$	0.21	\$			3/1/2017
	Storm Damage Recovery Rider	\$10.85 Base (Dist)	x			\$	-		\$	-				\$	3.30	\$			8/28/2017
	Alternative Energy Rider	134 kwh	x			\$	0.0017401			/kWh				\$	-	\$			6/28/2017
	Significant Excess Earnings Test Credit Rider	134 kwh	x			\$	(0.0004659)		(0.0004659)	/kWh				\$	0.23	\$			6/28/2017
	Riders Total													\$	7.41	\$			3/30/2017
														\$	5.79	\$			
	Base + Rider Total													\$	16.64	\$			
														\$	26.78	\$			

Minimum Charge:

Total Ohio Power Billing Charge:

Account #: 124796
Billing Month/Year: October 2017

Billing Parameters

Metered kWh Usage: 127 kWh

	Rates			Billing			Effective Date:
	Generation	Transmission	Distribution	Total	Generation	Transmission	Total
Customer Charge			8.40	\$ 8.40			8.40
Energy Charge			\$ 0.0182747	\$ 0.0182747		\$ 2.32	2.32
Base Charges						\$ 10.72	10.72
	x						

Riders

Universal Service Fund (first 833,000 kWh)	127 kWh		\$ 0.0001430	\$ 0.0001430			\$ 0.02	\$ 0.02	12/30/2016
Universal Service Fund (in excess of 833,000 kWh)	0 kWh		\$ 0.0001430	\$ 0.0001430			-	\$ -	12/30/2016
kWh Tax (first 2000 kWh)	127 kWh		\$ 0.00465	\$ 0.00465			0.59	\$ 0.59	5/1/2001
kWh Tax (next 13,000 kWh)	0 kWh		\$ 0.00419	\$ 0.00419			-	\$ -	5/1/2001
kWh Tax (in excess of 15,000 kWh)	0 kWh		\$ 0.00363	\$ 0.00363			-	\$ -	5/1/2001
Residential Distribution Credit Rider	\$10.72 Base (Dist)		-3.5807%	-3.5807%			(0.38)	\$ (0.38)	1/1/2012
Pilot Throughput Balancing Adjustment Rider	127 kWh		\$ 0.0017283	\$ 0.0017283			0.22	\$ 0.22	7/1/2017
Deferred Asset Phase-In Rider	\$10.72 Base (Dist)		7.8100%	7.8100%			0.84	\$ 0.84	8/1/2017
Generation Energy Rider	127 kWh							\$ 5.14	6/1/2017
Generation Capacity Rider	127 kWh							\$ 1.88	6/1/2017
Auction Cost Reconciliation Rider	127 kWh							\$ 0.32	9/27/2017
Power Purchase Agreement Rider	127 kWh								9/27/2017
Basic Transmission Cost Rider	127 kWh	\$ 0.0172194		\$ 0.0172194		\$ 2.19		\$ 2.19	8/28/2017
Energy Efficiency and Peak Demand Reduction Cost Recovery	127 kWh		\$ 0.0034053	\$ 0.0034053			0.43	\$ 0.43	8/28/2017
Economic Development Cost Recovery	\$10.72 Base (Dist)		0.00138%	0.00138%			-	\$ -	9/27/2017
Enhanced Service Reliability	\$10.72 Base (Dist)		7.34119%	7.34119%			0.79	\$ 0.79	6/30/2015
gridSMART Phase 1 Rider	Month		0.18	\$ 0.18			0.18	\$ 0.18	4/28/2017
gridSMART Phase 2 Rider	Month		(0.52)	\$ (0.52)			(0.52)	\$ (0.52)	8/28/2017
Retail Stability Rider	127 kWh			\$ 0.0015421				\$ 0.20	3/1/2017
Distribution Investment Rider	\$10.72 Base (Dist)		30.37665%	30.37665%			3.26	\$ 3.26	8/28/2017
Storm Damage Recovery Rider	127 kWh						-	\$ -	6/28/2017
Alternative Energy Rider	127 kWh							\$ 0.09	9/27/2017
Significant Excess Earnings Test Credit Rider							(0.06)	\$ (0.06)	3/30/2017
Riders Total						\$ 7.43	\$ 2.19	\$ 5.37	15.44
Base + Rider Total						\$ 7.43	\$ 2.19	\$ 16.09	26.16

Minimum Charge:

Total Ohio Power Billing Charge:

\$ 8.40
\$ 26.16

This foregoing document was electronically filed with the Public Utilities

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11/7/2017 5:21:11 PM

in

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

Summary: Motion to Dismiss for Lack of Jurisdiction electronically filed by Mr. Michael J. Settineri on behalf of Nationwide Energy Partners, LLC