

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of)
Thaah and Aaron Young,)
)
Complainants,)
)
v.)
)
Ohio Power Company,)
)
Respondent.)

Case No: 18-1832-EL-CSS

**DIRECT TESTIMONY OF
PAULA S. IGO
ON BEHALF OF
OHIO POWER COMPANY**

1 **I. INTRODUCTION**

2 **Q. WHAT IS YOUR NAME AND BUSINESS ADDRESS?**

3 A. My name is Paula S. Igo. My business address is 700 Morrison Road, 4th floor, Gahanna,
4 Ohio 43232.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am employed by Ohio Power Company (“AEP Ohio” or the “Company”) in the
7 Regulatory Consultant, Principle position.

8 **Q. WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?**

9 A. I am an attorney, but I am not employed as or practicing as an attorney for American
10 Electric Power Company (“AEP”) or AEP Ohio. I received my Juris Doctorate from the
11 University of Dayton School of Law in May 1996. I was admitted to the Ohio Bar in
12 November 1996. Prior to that, I received a Bachelor of Arts in Psychology from Wright
13 State University in March 1993. I have also completed my Project Management
14 Professional certification.

15 I have over 10 years of electric utility experience with AEP Ohio. I started my career as a
16 Contract Analyst supporting distribution and AEP’s gridSMART projects. I then became
17 an AEP Ohio Project Manager, responsible for the contracts that supported the AEP Ohio
18 gridSMART Demonstration Project as well as the project reporting. Following that
19 project’s successful completion, I joined the AEP Ohio Regulatory Operations group.

20 Prior to joining AEP, I spent 10 years as a trial attorney for the Franklin County Public
21 Defender’s Office.

22 **Q. WHAT WERE YOUR RESPONSIBILITIES AS A PROJECT MANAGER ON**
23 **THE GRIDSMART TEAM?**

1 A. I was responsible for the management of the contracts for the gridSMART project. This
2 included managing Requests for Proposals and the selection of vendors, negotiating
3 contracts, drafting contracts with the AEP Legal Department, and project reporting. With
4 this effort, I became familiar with the technologies being deployed within the Company's
5 service territory, including Advanced Meter Infrastructure ("AMI") meters or "smart"
6 meters.

7 **Q. WHAT ARE YOUR RELEVANT RESPONSIBILITIES AS A REGULATORY**
8 **CONSULTANT, PRINCIPLE?**

9 A. In my current role, I have continued to be involved with the AEP Ohio smart grid
10 deployment. Specifically, I have provided support with the implementation of the "opt out"
11 process for AMI meters and Automatic Meter Reading or Radio Frequency meters.

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. The Purpose of my testimony is to address some of the allegations and policy issues raised
14 in the Complaint filed by Complainants Thaah and Aaron Young on December 13, 2018.
15 Through my testimony, I will demonstrate that AEP Ohio met its obligations to provide
16 safe, reasonable, and adequate electric service to the Youngs and otherwise acted in
17 accordance with Ohio law and regulations and AEP Ohio's tariffs at all times. Although I
18 am an attorney, I am not attempting to address any of the legal issues presented in this
19 proceeding.

20 **II. SUMMARY OF COMPLAINT**

21 **Q. PLEASE BRIEFLY DESCRIBE THE NATURE OF THE YOUNGS' COMPLAINT.**

22 A. The Youngs' Complaint relates to AEP Ohio's deployment of AMI meters in the
23 Company's service territory, which includes the Youngs' residence. The Complaint

1 indicates that the Youngs do not want an AMI meter, do not want the Company's digital
2 non-emitting, non-communicating opt-out meter, and do not believe they should be subject
3 to the Company's Commission-approved Advanced Meter Opt Out tariff provisions and
4 opt-out fee. The Youngs also do not want to sign the Company's AMI Opt Out Customer
5 Acknowledgment ("Acknowledgment"). The Youngs specifically take issue with the
6 indemnification language contained in the second paragraph of the Acknowledgment.

7 **III. METERING OPTIONS FOR RESIDENTIAL CUSTOMERS**

8 **Q. IS A RESIDENTIAL CUSTOMER REQUIRED TO HAVE AN AMI METER?**

9 A. No. Under Paragraph 16 of the Terms and Conditions of Service in the Company's
10 Commission-approved tariff, a residential customer may request to "opt-out" of having an
11 AMI meter installed at his or her service address.¹ In such cases, the Company's typical
12 practice is to install a non-emitting, non-communicating digital meter at the customer's
13 premises. A customer who elects not to have an AMI meter is required to pay a \$24.00
14 monthly opt out fee.

15 **Q. DOES A CUSTOMER WHO DECLINES THE INSTALLATION OF AN AMI**
16 **METER HAVE THE RIGHT TO KEEP HIS OR HER EXISTING METER?**

17 A. No. It is first important to keep in mind that electric meters are owned by AEP Ohio, not
18 by individual customers.² Additionally, AEP Ohio's tariff expressly provides that opt-out
19 service does not guarantee that a customer will retain the existing meter at their premises
20 and that the Company "maintains the right to replace meters for customers on opt-out

¹ P.U.C.O. No. 20 at 3rd Revised Sheet No. 103-12 (¶ 16).

² P.U.C.O. No. 20 at 3rd Revised Sheet No. 103-10 (¶ 14).

1 service with meters that do not have one-way or two-way communications.”³ When a
2 customer declines an AMI meter, the Company’s normal practice is to install a digital non-
3 emitting, non-communicating meter. However, if a dispute arises regarding the type of
4 meter installed or to be installed at a customer’s residence, the Company works with the
5 customer to try to reach a mutually-agreeable metering solution.

6 **Q. WHY IS IT THE COMPANY’S NORMAL PRACTICE TO INSTALL A DIGITAL**
7 **NON-EMITTING, NON-COMMUNICATING METER AT AN OPT-OUT**
8 **CUSTOMER’S RESIDENCE?**

9 A. Analog meters are no longer standard metering equipment. Those meters are no longer
10 manufactured, and replacement parts and components are not available. AEP Ohio does
11 not purchase or use such meters and, in fact, has not purchased an analog meter in over ten
12 years. Based on these factors, the Company has moved to installing non-emitting digital
13 meters at opt-out customers’ residences. Non-emitting digital meters measure the electrons
14 a consumer uses (like a traditional dial meter) and displays the reading on a digital display
15 that is easier for a meter reading technician to read.

16 **Q. DOES AEP OHIO’S TARIFF PROVIDE CUSTOMERS WITH ANY OTHER**
17 **OPTIONS REGARDING SMART METER INSTALLATION?**

18 A. Yes. Another metering solution that a customer may choose is to relocate their meter
19 location (at the customer’s expense) and have an AMI meter installed at the new location.⁴
20 No monthly opt-out fee is required for a customer who chooses this option.

21 **Q. WHAT TYPE OF METER IS INSTALLED AT THE YOUNGS’ RESIDENCE?**

³ P.U.C.O. No. 20 at 3rd Revised Sheet No. 103-13.

⁴ P.U.C.O. No. 20 at 3rd Revised Sheet No. 103-12 (¶ 16(1)).

1 A. The analog meter that was installed at the Youngs' residence on October 1, 1978 continues
2 to be in place today.

3 **Q. WILL THE COMPANY ALLOW THE ANALOG METER AT THE YOUNGS'**
4 **PREMISES TO REMAIN IN PLACE?**

5 A. Yes. The Company is willing to allow the meter currently installed at the Youngs'
6 residence to continue to serve the residence as long as that meter is functioning within the
7 standards set forth in Ohio Adm. Code 4901:1-10-05 and Paragraph 14 of the Terms and
8 Conditions of Service in AEP Ohio's tariff.⁵ Consistent with the Advanced Meter Opt Out
9 provisions set forth in Paragraph 16 of the Company's tariff, the Youngs will also be
10 required to pay the Company's Commission-approved monthly opt-out fee.

11 **IV. AEP OHIO'S AMI OPT OUT CUSTOMER ACKNOWLEDGMENT**

12 **Q. IS A CUSTOMER WHO DECLINES THE INSTALLATION OF AN AMI METER**
13 **REQUIRED TO SIGN THE COMPANY'S AMI OPT OUT ACKNOWLEDGMENT**
14 **PRIOR TO THE INSTALLATION OF A DIGITAL NON-EMITTING METER?**

15 A. Yes. It is the Company's normal practice to require all opt-out customers to sign the
16 Acknowledgment prior to the Company installing a digital non-emitting meter at their
17 residence. The Company uses the Acknowledgment to establish a record of a customer's
18 election to opt-out of AMI installation. Additionally, the Company uses the
19 Acknowledgment to document and remind each opt-out customer that the monthly opt-out
20 fee will be reflected in their bill on a moving-forward basis and to confirm that they
21 understand that there is a fee associated with their opt-out election. This process helps
22 prevent billing confusion after the opt-out fee is included in the customer's bill. Finally,

⁵ P.U.C.O. No. 20 at 3rd Revised Sheet No. 103-10 and 103-11.

1 the Acknowledgment notifies the customer that the request for opt-out service is not
2 complete without executing and returning the Acknowledgment to the Company, which
3 helps ensure the customer completes the opt-out process properly.

4 **Q. HOW DOES THE COMPANY RESPOND TO THE YOUNGS' COMPLAINT**
5 **REGARDING THE ACKNOWLEDGMENT'S INDEMNIFICATION**
6 **LANGUAGE?**

7 A. The Company disagrees with the Youngs' assertion that the indemnification language is
8 inappropriate. After reviewing the Acknowledgment in connection with this complaint,
9 however, the Company believes it is unnecessary to include the indemnification language
10 in the Acknowledgment moving forward. The Company has provided and continues to
11 provide AMI opt-out service pursuant to Ohio law and regulations and the Company's
12 Commission-approved tariff. The indemnity provision is duplicative of the Company's
13 and customer's rights and responsibilities, as reflected in statute, regulation, and the
14 Company's tariff. To eliminate that redundancy, the Company has removed it from all
15 Acknowledgments the Company will send to customers who request opt-out service in the
16 future. Should the Youngs agree to opt-out service in the future, the Acknowledgement
17 that they will receive will not contain the indemnity provision.

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 A. Yes.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was served by regular mail upon the address listed below, on this 27th day of August, 2019.

/s/ Christen M. Blend
Christen M. Blend

Thaah Young & Aaron Young
9167 Taylor Rd. SW
Reynoldsburg, Ohio 43068

Complainant

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Summary: Testimony - Direct Testimony of Paula S. Igo on Behalf of Ohio Power Company
electronically filed by Tanner Wolfram on behalf of Ohio Power Company