

**BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO**

Ohio Power Company	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 21-990-EL-CSS
	)	
Nationwide Energy Partners, LLC	)	
	)	
Respondent.	)	

**NATIONWIDE ENERGY PARTNERS, LLC’S MOTION FOR A STAY AND  
REQUEST FOR AN EXPEDITED RULING**

Pursuant to Rule 4901-1-12(A) and (C) of the Ohio Administrative Code, Nationwide Energy Partners, LLC (“NEP”) respectfully moves for a stay of Ohio Power Company’s (“AEP Ohio”) new, unilateral decision to deny construction requests solely based upon the construction service provider—i.e., NEP. AEP Ohio’s application of this new policy solely against NEP, and AEP Ohio’s customers who choose to engage NEP for its services, prior to a ruling in this proceeding, is irreparably harming NEP’s business. AEP Ohio’s actions not only are causing injury to NEP’s current and prospective business relationships, but are endangering NEP’s ongoing existence as a business entity. Specifically, and in the near future, AEP Ohio’s new policy, if allowed to remain in place while this proceeding is pending, puts at risk NEP’s ability to employ and retain NEP’s construction employees and support staff who rely on projects like the five apartment complex projects at issue. Accordingly, to continue NEP’s business operations, and the process under which AEP Ohio and NEP have performed for over twenty years, NEP requests an immediate stay be entered against AEP Ohio from implementing its new policy until the claims in this proceeding are resolved. This motion is supported by the attached memorandum in support along with an affidavit of NEP’s Vice President of Business Development, Teresa Ringenbach.

An expedited ruling is requested on this motion pursuant to Rule 4901-1-12(C) given the urgency of this matter.

Respectfully submitted,

/s/ Michael J. Settineri

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## MEMORANDUM IN SUPPORT

### I. INTRODUCTION

The Commission should act on an expedited basis to stay Ohio Power Company (“AEP Ohio”) from implementing its new discriminatory process by which it is refusing to process construction work order requests by Nationwide Energy Partners, LLC (“NEP”) and AEP Ohio’s customers who intend to engage NEP for its consultation and construction services. Despite granting the same requests for over twenty years, AEP Ohio has recently decided to alter this process and deny such requests solely on the basis of the property owner’s chosen contractor (NEP) and without any Commission order that NEP or the property owners are, or will be, violating any law or tariff provision.

NEP is a construction service provider that assists with on-site electric infrastructure and billing management. *See* Affidavit of Teresa Ringenbach at ¶ 3, attached as **Exhibit A**. NEP does not distribute or supply electricity. *Aff. Ringenbach* at ¶ 7. Rather, it acts as the coordinator and service provider for design, construction and installation of the infrastructure at multi-family housing complexes. *Aff. Ringenbach* at ¶ 4. The owner of the property also uses services offered by NEP to manage property-wide energy services and technologies, including assigning costs and usage for those total property energy options deployed among units and to each unit within the complex. *Aff. Ringenbach* at ¶¶ 4-5. As AEP Ohio admitted in its complaint in this action, the property owner or landlord is the customer on the AEP Ohio account and NEP is not. Complaint at ¶ 39; *see also* *Aff. Ringenbach* at ¶¶ 6-7.

NEP contracted with the owners of five apartment complexes to provide consultation and construction services for the reconfiguration of a single master meter account with AEP Ohio, and to install new behind the curb infrastructure to provide the owners with equipment and technology necessary so the owners can measure tenant’s electricity consumption and bill them based on that

consumption. Aff. Ringenbach at ¶ 8. NEP entered into a contract with each apartment complex owner, who — in each case — granted NEP a license to enter onto the property for the purpose of installing and maintaining the equipment and infrastructure necessary to determine each unit’s electricity use. Aff. Ringenbach at ¶ 8-9. This also required NEP to coordinate with AEP Ohio—as NEP and AEP Ohio have done for the past 22 years—so that the property owner can successfully convert to a master metered configuration for its property. Aff. Ringenbach at ¶¶ 10-11.

Instead of following the same procedures as the parties have done for over two decades, AEP Ohio denied the work order requests submitted by NEP on September 24, 2021. Aff. Ringenbach at ¶¶ 12-14. On October 13, 2021, the five apartment complexes resubmitted work order requests and AEP Ohio has not acted on or processed those requests, effectively denying those requests. Aff. Ringenbach at ¶ 15. Moreover, AEP Ohio does not deny the discriminatory nature of its practices—“AEP Ohio is not seeking to limit the building owners’ ability to switch to master meter service (or make any other requests) *except insofar as this will lead to NEP submetering.*” AEP Ohio Mem. Contra at 19 (emphasis added). In other words, **the sole basis for denial of these requests is the involvement of NEP.**

AEP Ohio’s new process not only places the contracts with the five apartment complexes in danger, its actions and announced intentions threaten NEP’s entire existence as a business and the welfare of its employees. AEP Ohio’s new process is a unilateral change to a process that has been in place for over 20 years of allowing property owners to work with NEP. The instant change in process will result in derogation of a property owner’s right to control the infrastructure and energy decisions on its property. Such actions by AEP Ohio not only threaten NEP’s business activities at the five apartment complexes at issue here and the property owners’ ability to control their properties; AEP Ohio’s actions more broadly threaten to deprive other third-party property

owners and landlords of choices and property rights to which they are entitled. Therefore, NEP requests a stay until the claims in this action are resolved such that AEP Ohio must continue with its long-time process of processing construction requests regardless that a property owner is doing business with NEP.

## **II. ARGUMENT**

### **A. Standard of Review**

In determining whether to grant a stay in the proceeding, the Commission has adopted a four standard test, which suggests that when reviewing whether to grant a stay, the Commission should consider:

[1] whether there has been a strong showing that the party seeking the stay is likely to prevail on the merits; [2] whether the party seeking the stay has shown that it would suffer irreparable harm absent the stay; [3] whether the stay would cause substantial harm to other parties; and [4] where lies the public interest.

*In re Complaint of the Northeast Ohio Public Energy v. Ohio Edison Company, et al.*, Case No. 09-423-EL-CSS, 2009 Ohio PUC LEXIS 481, \*2-3 (July 8, 2009), citing *In re Investigation into Modification of Intrastate Access Charges*, Case No. 00-127-TP-COI, Entry on Rehearing, (February 20, 2003) at 5; *In re Columbus Southern Power Company and Ohio Power Company*, Case No. 08-917-EL-SSO, Entry (March 30, 2009) at 3.

Applying these factors to this action, the Commission should stay AEP Ohio's new process by which it prohibits the processing of construction work order requests submitted by either NEP on behalf of AEP Ohio's customers or AEP Ohio's customers who intend to subsequently engage NEP for its services. The stay should remain in place until the claims in this action are resolved and a Commission order is issued.

**B. A Stay until the Claims in this Proceeding are Resolved is Warranted.**

AEP Ohio openly admits that its refusal of the five construction work order requests that are the underlying basis of this dispute is based solely upon the fact that these property owners have chosen to work with NEP. AEP Ohio Mem. Contra at 19 (“AEP Ohio is not seeking to limit the building owners’ ability to switch to master meter service (or make any other requests) *except insofar as this will lead to NEP submetering.*”) (emphasis added). AEP Ohio’s decision to alter course on processing construction requests to master meter existing properties where NEP will be the construction service provider without a Commission finding that NEP or the property owner is or will be violating any law or tariff provision warrants a stay of the new policy.

**1. NEP is Likely to Succeed on the Merits.**

NEP cannot be held as a “public utility,” “electric light company,” or “electric supplier” to the five apartment complexes for electricity. As an initial point, there is no dispute that today NEP is not acting as a public utility at the five apartment complexes. As set forth in the complaint, AEP Ohio, not NEP, supplies electricity to the five apartment complexes. Complaint at ¶¶ 8, 31-35, 61-66. AEP Ohio unambiguously states that “AEP Ohio currently provides electric service” to each of the five apartment complexes. *Id.* at 31-35. If AEP Ohio is the supplier of the electricity, then clearly NEP cannot be the supplier of that electricity.

More importantly, AEP Ohio admits in its complaint that customer accounts are in the name of the landlord and not NEP. *Id.* at ¶ 39. It is black letter law in Ohio that a landlord can submeter electricity to tenants. *FirstEnergy Corp. v. Pub. Util. Com.*, 96 Ohio St.3d 371, 371-372, 2002-Ohio-4847, 775 N.E.2d 485 (“this court has held that office buildings, apartment houses, and shopping centers are ‘consumers’ of electricity even though these consumers may resell, redistribute, or submeter part of the electric energy to their tenants.”), citing *Jonas v. Swetland Co.*, 119 Ohio St. 12, 16-17, 162 N.E. 45 (1928); *Shopping Centers Assn. v. Pub. Util. Comm.*, 3

Ohio St.2d 1, 4, 208 N.E.2d 923 (1965). NEP also does not engage in the supply of electricity. The property owner or landlord is the AEP Ohio account holder and contracts for generation supply. Aff. Ringenbach at ¶¶ 6-7.

Lastly, AEP Ohio has not set forth any facts or made any specific allegations at the five apartment complexes, nor can it, that NEP either supplies or purchases electricity that it could then supply to others. Thus, based on AEP Ohio's admissions in the complaint and the supporting facts in the attached affidavit, NEP is likely to prevail on the merits on AEP Ohio's claims in this proceeding.

**2. NEP Will Suffer Irreparable Harm Absent a Stay—Construction Has Stopped and NEP's Contracts and Business Opportunities are in Jeopardy.**

NEP is being harmed by AEP Ohio's refusal to process construction work requests absent a Commission order finding that NEP and/or the property owners have violated the law or AEP Ohio's tariff. Indeed, AEP Ohio's stated goal is to not permit NEP to reconfigure the apartment complexes. Complaint at Prayer for Relief ¶ C. AEP Ohio's refusal has led to a halt in NEP's construction at the sites. Aff. Ringenbach at ¶ 14. If this continues, not only will NEP's business model be in jeopardy, there are immediate concerns regarding employee welfare—including continued full engagement of its employees who complete and support these construction projects—due to AEP Ohio's denial of these five apartment complex construction work order requests based upon the change in policy. *See* Aff. Ringenbach at ¶ 16. No construction work means no work for these employees. Such harm should not be allowed to occur simply because AEP Ohio has initiated a complaint. AEP Ohio should have in hand a Commission order or finding prior to jeopardizing a business that has relied on AEP Ohio's prior application of its tariff for 22

years through the conversion of existing apartment complexes and the construction of new apartment complexes.

Harm is irreparable when there is no plain, adequate and complete remedy at law for its occurrence and when any attempt at monetary restitution would be impossible, difficult or incomplete. *In re Complaint of the Northeast Ohio Public Energy*, 2009 Ohio PUC LEXIS 481 at \*8-9, citing *FOP v. City of Cleveland*, 141 Ohio App.3d 63, 81 (8th Dist. 2001), citing *Cleveland v. Cleveland Electric Illuminating Co.*, 115 Ohio App.3d 1, 12 (8th Dist. 1996); *see also Dunning v. Varnau*, 2017-Ohio-7207, ¶ 26, 95 N.E.3d 587 (12th Dist.) (“[i]rreparable harm” has long been defined as “an injury for which there is no plain adequate and complete remedy at law, and for which money damages would be impossible, difficult, or incomplete.”), citing *1st Nat’l Bank v. Mountain Agency, L.L.C.*, 12th Dist. Clermont No. CA2008-05-056, 2009-Ohio-2202, 1147. Irreparable harm has also been defined as the “substantial threat of material injury that cannot be compensated with monetary damages.” *Oliver v. NCAA*, 2008-Ohio-7143, ¶ 27, 920 N.E.2d 196 (Erie Cty. Ct. Com. Pl.), quoting *AgriGeneral Co. v. Lightner*, 127 Ohio App.3d 109, 115, 711 N.E.2d 1037 (3d Dist. 1998).

Here, NEP will be irreparably harmed in at least two ways if AEP Ohio is not stayed from blocking NEP. First, NEP’s entire business is in jeopardy as its ability to complete the existing five construction projects and seek new business is being harmed. NEP could lose the benefit of the five contracts and other contracts if AEP Ohio blocks other construction requests, as well as the ability to obtain new customers that seek to utilize NEP’s services. Should AEP Ohio be permitted to continue to enforce its discriminatory policy based upon the property owner’s chosen contractor (NEP) absent Commission orders and findings, NEP would may lose access to all potential new customers and construction work. Indeed, without construction moving forward due



to AEP Ohio's refusals, NEP's construction employees and support staff will be impacted absent sufficient work, and NEP may be forced to part with skilled, experienced and trained employees that it will be unlikely to be able to rehire after these proceedings conclude. Finally, reputational harm done to NEP as a result of AEP's actions increases in severity and duration with every day that passes in which NEP is unable to fulfill its contractual obligations.

Second, NEP is being deprived of the contractual rights to serve the property owners at the five complexes, which it bargained for, and which rights are not by their nature monetarily compensable. By blocking construction at these five complexes, construction that AEP Ohio has allowed for over 20 years, AEP Ohio's change to a discriminatory process is denying NEP the benefit of the bargain of its contracts. This has been held to be an irreparable harm. *See, e.g., Hill v. Washburne*, 953 F.3d 296, 309 (5th Cir. 2020) (finding irreparable harm where a party would be deprived of the benefit of its bargain); *Perficient Inc. v. Gupta*, No. 4:21CV759-HEA, 2021 U.S. Dist. LEXIS 124893, at \*6 (E.D. Mo. July 6, 2021) ("denying injunctive relief will cause Plaintiff irreparable harm, deny Plaintiff the benefit of its bargain with Defendant, and cost Plaintiff business and clients that it would not have lost but for the current situation."). Again, absent a Commission order and finding, AEP Ohio should not be allowed to jeopardize the future of a private business that has operated in AEP Ohio's service territory for 22 years.

No matter how framed, AEP Ohio's interference and application of its new policy is an existential and immediate threat to NEP, and thus, is sufficient to find irreparable harm.

### **3. A Stay Will Cause No New or Additional Harm to Other Parties.**

NEP simply seeks to re-establish the status quo that has been in place for decades with regard to how NEP sought and AEP Ohio approved construction work requests. As such, no third parties will be negatively impacted, and indeed, third parties - namely, the five apartment complex owners - will benefit by receiving their bargained for services from NEP.

As admitted in AEP Ohio's complaint, third-party requests to electric companies, such as AEP Ohio, started in the 2000s. Complaint at ¶ 18. AEP Ohio continued to permit such arrangements within its territory for more than twenty (20) years. *Id.* at ¶ 22. Indeed, it was not until September 24, 2021 that AEP Ohio would deny such construction work requests. *Id.* at ¶ 28. And, it denied NEP's construction work request on behalf of the five apartment complexes not based upon a decision by the Commission, but on the basis that AEP Ohio alone intended to file this action based on the inaccurate position that NEP is a "public utility." *Id.* Accordingly, this stay would merely place the parties back in the position they have been in for the past twenty years.

AEP Ohio may assert that tenants of the apartment complexes will be injured by losing the protections of "AEP Ohio" and Commission rules if a stay is granted and the master meter conversion takes place; however, such arguments would ignore the prior two decades of AEP Ohio allowing master meter arrangements and the fact that many apartment complexes exist that are master metered (and have been for 22 years if not longer). Such arguments also ignore the settled law that landlords can submeter electricity to their tenants. AEP Ohio cannot fabricate a harm when the conduct on which the harm is alleged is allowed under the law. AEP Ohio should also not be allowed to jeopardize a long-standing business and harm the apartment complex owners without a Commission finding or order in this proceeding.

Indeed, it is the owners of the five apartment complexes, the landlords, that will be harmed if the stay is **not** granted. That is, they are unable to choose the infrastructure that exists on their own property, because AEP Ohio has deprived them of the provider with whom they contracted. This is so even though the five customers have submitted their own construction requests to AEP Ohio—requests that AEP Ohio is ignoring. The five apartment complex owners have an interest in seeing the essential purpose of their contracts performed, and AEP Ohio's new policy

implemented after 22 years of allowing properties to convert to master meter configurations is harming those owners.

The Commission's third factor weighs in favor of issuing the stay.

**4. The Public Has an Interest in Continuing a Practice that has been Ongoing for Years.**

Public interest clearly favors a stay. First, Ohio law favors and allows landlords to submeter tenants. *Jonas*, 119 Ohio St. at 16-17; *Shopping Centers Assn.*, 3 Ohio St. 2d at 4. Although AEP Ohio may disagree, it is important to note that the Supreme Court of Ohio did not change the law in *Complaint of Wingo v. Nationwide Energy Partners, L.L.C.*, 163 Ohio St.3d 208, 2020-Ohio-5583, 169 N.E.3d 617. The Supreme Court of Ohio simply rejected the “modified *Shroyer* test” and required “PUCO to determine whether it has jurisdiction based upon the jurisdictional statute.” *Id.* at ¶ 26. The *Shroyer* test remains. And, importantly, the law remains that landlords can submeter tenants. *FirstEnergy*, 96 Ohio St.3d at 371-372 (“this court has held that office buildings, apartment houses, and shopping centers are ‘consumers’ of electricity even though these consumers may resell, redistribute, or submeter part of the electric energy to their tenants.”), citing *Jonas*, 119 Ohio St. at 16-17; *Shopping Centers Assn.*, 3 Ohio St. 2d at 4.

There also is a public interest in prohibiting unfair, discriminatory and unreasonably prejudicial business practices. “No public utility shall make or give any undue or unreasonable preference or advantage to any person, firm, corporation, or locality, or subject any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage.” R.C. 4905.35(A). Here, after 22 years, AEP Ohio has decided to implement a process which denies construction work order requests based purely upon the property owner's chosen contractor (NEP) and is doing so without any Commission order that NEP is somehow a public utility.

Furthermore, there is a public interest in open markets, in which parties are able to freely contract to enter into agreements most beneficial to their interests. *Cf. National Interstate Ins. Co. v. Perro*, 934 F. Supp. 883, 891 (N.D. Ohio 1996) (“the public interest is always served in the enforcement of valid restrictive covenants contained in lawful contracts.”). NEP entered into contracts with the five apartment complex owners for certain construction services, and AEP Ohio is unfairly and improperly interfering with their right to contract. Simply, Ohio’s courts have long held that “preserving the sanctity of contractual relation and preventing unfair competition have traditionally been in the public interest.” *Clifton Steel Co. v. Trinity Equip. Co.*, 2018-Ohio-2186, ¶ 43, 115 N.E.3d 10 (8th Dist.), quoting *Century Business Servs., Inc. v. Urban*, 179 Ohio App. 3d 111, 2008-Ohio-5744, 900 N.E.2d 1048, ¶ 17 (8th Dist.), citing *UZ Engineered Prods. Co. v. Midwest Motor Supply Co., Inc.*, 147 Ohio App.3d 382, 2001-Ohio 8779, 770 N.E.2d 1068 (10th Dist.2001).

Finally, public interest favors not allowing a public utility to supplant the legal determination of the Commission. AEP Ohio seeks to unilaterally change a 22-year interpretation of its tariffs and treatment of its customer, prior to and without advice of the Commission ruling upon its claims. AEP Ohio has implemented its discriminatory policy against a single entity (NEP), solely to attack the practice of reconfiguring services that AEP Ohio’s customers are utilizing to help them operate their businesses. AEP Ohio is not empowered to take such deleterious actions after doing the opposite for 22 years without a Commission finding and order supporting that change, and public interest would suggest such power should remain only in the Commission’s possession.

Thus, public interest favors granting a stay and placing the parties back to the position they were in prior to AEP Ohio’s decision to enact its prejudicial new policy, pending resolution of the claims in this case and a final Commission order.

**B. An Expedited Ruling on this Motion for Stay is Appropriate Given the Impact on NEP's Business Prior to a Ruling.**

In accordance with Ohio Administrative Code 4901-1-12(C), and as set forth above, NEP requests an expedited ruling to limit the continuing and irreparable harm to NEP. It has been over two-months since AEP Ohio filed its complaint and months after the five apartment complex construction requests were first submitted to AEP Ohio. As well, AEP Ohio is not proceeding with the requests directly submitted by the apartment complex owners. To avoid more delay and to protect NEP, its employees and NEP's customers until a Commission order is issued, NEP seeks an expedited ruling on this motion for stay. NEP cannot certify that no party objects to the issuance of such a ruling.

**III. CONCLUSION**

NEP seeks to re-establish the status quo that AEP Ohio upset when it decided to deny NEP's request for construction work orders for the five apartment complexes at issue in this action. AEP Ohio's new discriminatory policy upends over twenty years of practice between AEP Ohio and NEP. Enforcement of this policy prior to a determination by the Commission of its alleged underlying basis is unfair and will irreparably harm NEP. The denial of construction work order requests has already halted the construction, and will irreparably harm NEP and its employees if a stay is not immediately granted. Accordingly, NEP requests a grant of its motion to stay on an

expedited basis with the stay remaining in place until the Commission issues an order in this proceeding on AEP Ohio's claims.

Respectfully submitted,

/s/ Michael J. Settineri

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*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 certifies that a courtesy copy of the foregoing document is also being served (via electronic mail) on this 10th day of December, 2021 upon all persons listed below:

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/s/ Michael J. Settineri  
Michael J. Settineri

# EXHIBIT A

## BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

Ohio Power Company	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 21-990-EL-CSS
	)	
Nationwide Energy Partners, LLC	)	
	)	
Respondent.	)	

### **AFFIDAVIT IN SUPPORT OF NATIONWIDE ENERGY PARTNERS, LLC'S MOTION FOR A STAY AND MOTION FOR AN EXPEDITED RULING**

STATE OF OHIO	)
	) ss:
FRANKLIN COUNTY	)

Teresa Ringenbach, after being first duly sworn according to law, deposes and states as follows:

1. I am Nationwide Energy Partners, LLC's ("NEP") Vice President of Business Development and have been with NEP since October of 2020. I am personally familiar with the information referenced in this affidavit.

2. NEP was founded in 1999 in Columbus, Ohio and has been operating in Ohio since 1999.

3. NEP is in the business of installing and maintaining private electric infrastructure and providing billing and energy management services to multi-family properties.

4. NEP engages in the design and construction of on-site infrastructure and provides energy advisory, technology, financing, and billing services for multi-family property owners throughout Ohio and several other states.

5. When the owner of a complex engages NEP, one of the services NEP provides to the owner is determining how much electricity is consumed by each unit in the complex. NEP is



also able to monitor how much electricity the complex uses for common areas so that the tenants of the complex may share common costs.

6. Following reconfiguration to master-metered service, the electric supplier (Ohio Power Company (“AEP Ohio”) in this action) continues to provide utility services to the property, but bills the landlord or property owner through a single master account for all energy delivered and consumed on the property.

7. The landlord or property owner becomes AEP Ohio’s sole customer; NEP does not become AEP Ohio’s customer. The landlord or property owner also separately contracts for generation supply for its AEP Ohio account(s).

8. In 2020, NEP entered into contracts with five separate complexes in Franklin County to provide consultation and construction services for the reconfiguration of a single master meter account with AEP Ohio, and to install new behind the curb infrastructure to provide the owners with equipment and technology so the owners can measure tenant’s electricity consumption and bill them based on that consumption: the Edge at Arlington; the Normandy; the Lofts at Norton Crossing; Arlington Pointe; and the Gateway Lofts.

9. Each of the five complex contracts required NEP to install and maintain electric infrastructure, and granted NEP an irrevocable license for the term of the agreement to enter for the purpose of conducting meter equipment installation, repairs, replacements, and maintenance.

10. On the property owner’s behalf, NEP submitted work orders to AEP Ohio to perform the work required to change the utility service to a master metered configuration at each of the five apartment complex properties.

11. NEP has coordinated with AEP Ohio on similar construction projects for 22 years.

12. AEP Ohio sent a formal letter dated September 24, 2021, which effectively denied the construction requests for the five complexes.

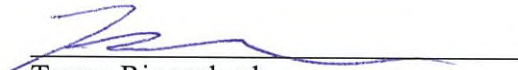
13. AEP Ohio employees subsequently treated the September 24, 2021, letter as a denial of all pending work orders and halted any work.

14. AEP Ohio officially placed all NEP work orders on hold as of September 28, 2021, and as a result, on October 1, 2021, NEP's subcontractor pulled out from each of the five apartment complexes and invoiced NEP for work it completed.

15. On October 13, 2021, work orders were submitted by the apartment complex owners to AEP Ohio requesting the master meter configuration change. AEP Ohio has not acted on or processed those requests.

16. NEP employees include employees that work on construction projects, including the five apartment complex projects that are unable to move forward with construction. NEP is very concerned that AEP Ohio's actions are jeopardizing the continued employment of its construction team and its support staff.

Further affiant sayeth naught.


  
Teresa Ringenbach

Sworn to before me and subscribed in my presence this 10th day of December 2021.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.



**PAUL J. JARRETT**  
Notary Public, State of Ohio  
My Commission Expires  
05-13-2022

  
Notary Public

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**Case No(s). 21-0990-EL-CSS**

Summary: Motion Motion for a Stay and Request for an Expedited Ruling  
electronically filed by Mr. Michael J. Settineri on behalf of Nationwide Energy  
Partners, LLC