

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 LEAVE TO FILE
AMENDED ANSWER AND COUNTERCLAIM, INSTANTER**

Pursuant to Rule 4901-1-06, Ohio Administrative Code, Nationwide Energy Partners, LLC (“NEP”) hereby moves the Commission for leave to file the attached amended answer with counterclaim in this proceeding. The amended answer includes a defense of mootness along with a counterclaim against Ohio Power Company (“AEP Ohio”). Good cause exists for granting leave to amend the answer and assert the counterclaim, a counterclaim that has matured as AEP Ohio continues to reveal the basis for its actions. The additional defense of mootness has been asserted because the five apartment complex owners directly submitted construction requests to AEP Ohio (which AEP Ohio ignored) after AEP Ohio denied the requests NEP submitted on behalf of the owners. NEP has included a counterclaim against AEP Ohio which has continued to mature given AEP Ohio’s ongoing actions taken against NEP, including the denial of the NEP submitted construction requests; AEP Ohio’s refusal to proceed with the complex owner submitted requests; AEP Ohio’s recent statements in pleadings to this Commission on why it filed its complaint against NEP and AEP Ohio’s discriminatory policy of denying master-meter configurations which it now admits is based on AEP Ohio’s determination of whether an entity would be acting as a public utility . Good cause also exists for this motion because no procedural schedule has issued and NEP’s motion to dismiss AEP Ohio’s claims is

pending. Accordingly, as more fully set forth in the attached memorandum in support, NEP respectfully requests that leave be granted for the filing of the amended answer with counterclaim, instant, and that the Commission direct the Docketing Division to file the attached pleading and serve a copy on AEP Ohio. A copy of the Amended Answer and Counterclaim is attached hereto as **Exhibit A**.

Respectfully submitted,

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record

Anna Sanyal (0089269)

Andrew Guran (0090649)

Vorys, Sater, Seymour and Pease LLP

52 E. Gay Street

Columbus, Ohio 43215

614-464-5462

mjsettineri@vorys.com

aasanyal@vorys.com

apguran@vorys.com

Attorneys for Nationwide Energy Partners, LLC

MEMORANDUM IN SUPPORT

NEP respectfully requests that the Commission grant leave for the filing of the attached amended answer with counterclaim in this proceeding. Specifically, NEP seeks leave to amend its answer to assert a defense of mootness to account for the fact that the property owners of the five complexes directly submitted construction requests to AEP Ohio to reconfigure the properties to master-meter service. NEP is also amending its answer to assert a counterclaim against AEP Ohio, a counterclaim that continues to mature. NEP's counterclaim is based on AEP Ohio's continued refusal (until the stay was granted) to move forward on both the NEP submitted requests and the requests the five complex owners directly submitted to AEP Ohio, the unlawful filing of the complaint by AEP Ohio against NEP, and AEP Ohio's discriminatory policy of denying master-meter configurations by customers doing business with NEP; all claims supported by AEP Ohio's recent actions and statements.

Amendments to answers are allowed under Commission Rule 4901-1-06. "Unless otherwise provided by law, the commission, the legal director, the deputy legal director, or an attorney examiner may, upon their own motion or upon motion of any party for good cause shown, authorize the amendment of any application, complaint, long-term forecast report, or other pleading filed with the commission." O.A.C. 4901-1-06; *see, e.g., In re Southeast, Inc. v. Mitel Cloud Services, Inc.*, Case No. 16-2288-TP-CSS, Entry (Apr. 25, 2017) (granting leave to file an amended answer). Additionally, the Ohio Rules of Civil Procedure, including Civ.R. 13(E) (adding matured counterclaim with permission of the court) and Civ.R. 15(A) ("shall freely give leave when justice so requires"), which guide the Commission when practicable, also favor a liberal amendment policy. *In re Cynthia Wingo v. Nationwide Energy Partners, LLC, et al.*, Case No. 17-2002-EL-CSS, Entry on Remand (July 14, 2021), at ¶¶ 11-12 (noting that the

Civil Rules of Procedure are instructive and should be utilized when practicable); *see, e.g., Amend v. Morgan*, 5th Dist. Ashland No. 14-COA-041, 2015-Ohio-3185 (upholding the trial court's ruling to permit the defendant to file a counterclaim given the liberal amendment policy contemplated under the civil rules, lack of prejudice to plaintiff, and the lack of bad faith or undue delay); *Chenault v. Deutsche Bank Natl. Trust Co.*, 10th Dist. Franklin No. 101280, 2015-Ohio-1850 (upholding the trial court's decision to allow an answer to be amended to add a counterclaim because no trial had taken place, there was no undue delay or prejudice suffered, no bad faith, and the extreme likelihood that such a claim would be forthcoming).

NEP's motion at bar is supported by good cause. Requests by the property owners of the five complexes were submitted to AEP Ohio and NEP seeks to amend its answer to raise the defense of mootness. Good cause also exists to allow NEP to amend its answer to assert the counterclaim given AEP Ohio's continued refusal (prior to the stay) and opposition to process any of the construction requests, AEP Ohio's recent statements as to why it filed its complaint against NEP (to continue the *Wingo* proceeding against NEP), and its recent statements confirming its discriminatory policy to not allow customers to convert their properties to a master-meter configuration based on whether AEP Ohio believes the customers or their contractors are public utilities. While AEP Ohio has claimed that policy is not discriminatory, NEP believes and asserts that policy was solely initiated to target NEP and any AEP Ohio customer doing business with NEP.

The fact that this proceeding is in its early stages further supports NEP's motion for leave as no undue delay or prejudice will occur. Notably, the only substantive matter currently pending in this proceeding is NEP's motion to dismiss AEP Ohio's claims. Neither NEP nor AEP Ohio have engaged in discovery and NEP's motion for a protective order/stay on discovery

remains pending. Also, no procedural schedule has been set for the proceeding providing AEP Ohio more than adequate time to answer the counterclaim.

With good cause shown and with no prejudice to any party, NEP respectfully requests that the Commission grant leave and direct that the attached amended answer with counterclaim be filed. AEP Ohio's wrongful and unilateral actions have and continue to come to light as AEP Ohio tries to justify in its briefs why it stopped what it has allowed AEP Ohio customers to do for over 22 years – convert properties to a master-meter configuration. NEP's amended answer with counterclaim seeks to both defend against and redress AEP Ohio's unreasonable and unlawful actions.

Respectfully submitted,

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record

Anna Sanyal (0089269)

Andrew Guran (0090649)

Vorys, Sater, Seymour and Pease LLP

52 E. Gay Street

Columbus, Ohio 43215

614-464-5462

mjsettineri@vorys.com

aasanyal@vorys.com

apguran@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 certifies that a courtesy copy of the foregoing document is also being served (via electronic mail) on this 11th day of January 2022 upon all persons listed below:

Steven T. Nourse
American Electric Power Service Corporation
stnourse@aep.com

Matthew S. McKenzie
M.S. McKenzie Ltd.
matthew@msmckenzieltd.com

Angela D. O'Brien
William J. Michael
Office of the Ohio Consumers' Counsel
angela.obrien@occ.ohio.gov
william.michael@occ.ohio.gov

/s/ Michael J. Settineri
Michael J. Settineri

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
AMENDED ANSWER TO COMPLAINT AND COUNTERCLAIM

For its Amended Answer to the September 24, 2021, Complaint filed by Ohio Power Company (“AEP Ohio”), Nationwide Energy Partners, LLC (“NEP”) asserts the following answers and defenses.

FIRST DEFENSE

1. The allegations contained in Paragraph 1 of the Complaint contain conclusions of law to which no response is necessary.
2. In response to the allegations contained in Paragraph 2 of the Complaint, NEP admits that AEP Ohio is subject to the Commission’s jurisdiction and has been granted a certified service territory under R.C. 4933.81, et seq. The remaining allegations contained in Paragraph 2 of the Complaint contain conclusions of law to which no response is necessary.
3. The allegations contained in Paragraph 3 of the Complaint contain conclusions of law to which no response is necessary.
4. The allegations contained in the first and second sentences of Paragraph 4 of the Complaint contain conclusions of law to which no response is necessary. NEP is without sufficient

knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 4 of the Complaint and therefore denies same.

5. NEP admits the allegations contained in paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint refers to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied. NEP denies the remaining allegations contained in Paragraph 6 of the Complaint.

7. The allegations contained in Paragraph 7 of the Complaint contain conclusions of law to which no response is necessary.

8. The first sentence of Paragraph 8 of the Complaint contains no statements of operative fact to which a response is required. NEP is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 8 of the Complaint and therefore denies same.

9. NEP denies the allegations contained in Paragraph 9 of the Complaint.

10. NEP denies the allegations contained in Paragraph 10 of the Complaint.

11. NEP denies it would be taking “over service” from AEP Ohio and denies the remaining allegations contained in Paragraph 11 of the Complaint.

12. The first sentence of Paragraph 12 of the Complaint contains no statements of operative fact to which a response is required. The remaining allegations contained in Paragraph 12 of the Complaint refer to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

13. NEP denies the allegations contained in the first sentence of Paragraph 13. The remaining allegations contained in Paragraph 13 of the Complaint refer to a writing, the contents

of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

14. Paragraph 14 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied. The remaining allegations contained in Paragraph 14 of the Complaint contain conclusions of law to which no response is necessary.

15. Paragraph 15 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied. The remaining allegations contained in Paragraph 15 of the Complaint contain conclusions of law to which no response is necessary.

16. Paragraph 16 of the Complaint refers to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied. The remaining allegations contained in Paragraph 16 of the Complaint contain conclusions of law to which no response is necessary.

17. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint and therefore denies same.

18. NEP denies the allegations contained in Paragraph 18 of the Complaint.

19. In response to the allegations contained in Paragraph 19 of the Complaint, NEP admits that it is not the landlord for any of the Apartment Complexes. Further answering, NEP states that it provides certain energy management services to property owners, managers and developers pursuant to private contractual arrangements. NEP denies the remaining allegations contained in Paragraph 19 of the Complaint.

20. The first sentence of Paragraph 20 of the Complaint contains no statements of operative fact to which a response is required. The remaining allegations in Paragraph 20 of the Complaint refer to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied.

21. NEP admits the allegations in the first sentence of Paragraph 21. The remaining allegations in Paragraph 21 of the Complaint refer to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied.

22. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the first two sentences of Paragraph 22 of the Complaint and therefore denies same. The remaining allegations in Paragraph 22 of the Complaint refer to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

23. NEP denies that the complainant in Case No. 17-2002-EL-CSS was a “submetered customer of NEP”. Further answering, paragraph 23 of the Complaint refers to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

24. Paragraph 24 of the Complaint refers to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

25. NEP denies the allegations contained in the first sentence of Paragraph 25 of the Complaint. Further answering, NEP admits that AEP Ohio intervened in *Wingo*, Case No. 17-

2002-EL-CSS. NEP is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 25 of the Complaint and therefore denies same.

26. NEP admits the allegations contained in the first sentence of Paragraph 26 of the Complaint. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the second sentence of Paragraph 26 of the Complaint and therefore denies same. The remaining allegations in Paragraph 26 of the Complaint refer to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

27. In response to the allegations contained in the first sentence of Paragraph 27 of the Complaint, NEP admits that AEP Ohio representatives met with NEP representatives on September 15, 2021 via a Webex conference and that AEP Ohio representatives informed NEP representatives that pending construction work orders for the Apartment Complexes would be denied, but denies the remaining allegations contained in the first sentence of Paragraph 27 of the Complaint. Further answering, NEP denies the remaining allegations contained in Paragraph 27 of the Complaint.

28. Paragraph 28 of the Complaint refers to a writing, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writing, such allegations are denied.

29. Paragraph 29 of the Complaint contains no statements of operative fact to which a response is required.

30. The first sentence of Paragraph 30 of the Complaint contains no statements of operative fact to which a response is required. NEP denies the remaining allegations contained in Paragraph 30 of the Complaint.

31. In response to the allegations contained in the first sentence of Paragraph 31 of the Complaint, NEP admits that the Gateway Lofts – Columbus is an apartment complex with a mailing address of 2211 Dublin Road, Columbus, Ohio 43228, but is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained the first sentence of Paragraph 31 of the Complaint and therefore denies same. Further answering, NEP admits that upon information and belief, the referenced apartment complex is located in AEP Ohio's service territory, and that AEP Ohio currently provides electric service to the individual units at the apartment complex. NEP denies the remaining allegations contained in Paragraph 31 of the Complaint.

32. In response to the allegations contained in the first sentence of Paragraph 32, NEP admits that the Lofts at Norton Crossing is an apartment complex with a mailing address of 4657 E. Broad Street, Whitehall, Ohio 43213, but is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained the first sentence of Paragraph 32 of the Complaint and therefore denies same. Further answering, NEP admits that upon information and belief, the referenced apartment complex is located in AEP Ohio's service territory, and that AEP Ohio currently provides electric service to the individual units at the apartment complex. NEP denies the remaining allegations contained in Paragraph 32 of the Complaint.

33. In response to the allegations contained in the first sentence of Paragraph 33 of the Complaint, NEP admits that the Normandy is an apartment complex with a mailing address of 315 E. Long Street, Columbus, Ohio 43215, but is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained the first sentence of Paragraph 33 of the Complaint and therefore denies same. Further answering, NEP admits that upon information and belief, the referenced apartment complex is located in AEP Ohio's service territory, and that

AEP Ohio currently provides electric service to the individual units at the apartment complex. NEP denies the remaining allegations contained in Paragraph 33 of the Complaint.

34. In response to the allegations contained in the first sentence of Paragraph 34, NEP admits that Arlington Pointe is an apartment complex with a mailing address of 2555 Shore Line Lane, Columbus, Ohio 43221, but is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained the first sentence of Paragraph 34 of the Complaint and therefore denies same. Further answering, NEP admits that upon information and belief, the referenced apartment complex is located in AEP Ohio's service territory, and that AEP Ohio currently provides electric service to the individual units at the apartment complex. NEP denies the remaining allegations contained in Paragraph 34 of the Complaint.

35. In response to the allegations contained in the first sentence of Paragraph 35 of the Complaint, NEP admits that the Edge at Arlington is an apartment complex with a mailing address of 5028 Dierker Road, Columbus 43220, but is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained the first sentence of Paragraph 35 of the Complaint and therefore denies same. Further answering, NEP admits that upon information and belief, the referenced apartment complex is located in AEP Ohio's service territory, and that AEP Ohio currently provides electric service to the individual units at the apartment complex. NEP denies the remaining allegations contained in Paragraph 35 of the Complaint.

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

37. NEP denies the allegations contained in Paragraph 37 of the Complaint. Further answering, NEP provides property owners, managers and developers with certain energy management services, pursuant to contractual arrangement.

38. In response to the allegations contained in Paragraph 38 of the Complaint, NEP admits that it provides property owners, managers and developers with certain energy management services pursuant to individual contractual arrangements, but denies the remaining allegations contained in Paragraph 38 of the Complaint.

39. NEP denies the allegations contained in the first sentence of Paragraph 39 of the Complaint. Answering further, NEP admits that pursuant to its contractual obligations and as the authorized representative of each property owner, manager and developer, NEP receives and pays invoices for AEP Ohio's master-meter utility charges on behalf of the respective property owner, manager and developer.

40. NEP denies the allegations contained in Paragraph 40 of the Complaint.

41. NEP denies the allegations contained in Paragraph 41 of the Complaint.

42. Paragraph 42 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied. NEP denies the remaining allegations contained in Paragraph 42 of the Complaint.

43. NEP denies the allegations contained in Paragraph 43 of the Complaint.

44. Paragraph 44 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied. NEP denies the remaining allegations contained in Paragraph 44 of the Complaint.

45. NEP denies the allegations contained in Paragraph 45 of the Complaint.

46. Paragraph 46 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such

allegations are denied. NEP denies the remaining allegations contained in Paragraph 46 of the Complaint.

47. NEP denies the allegations contained in Paragraph 47 of the Complaint.

48. Paragraph 48 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied. NEP denies the remaining allegations contained in Paragraph 48 of the Complaint.

49. Paragraph 49 of the Complaint refers to writings, the contents of which speak for themselves. To the extent these allegations mischaracterize the contents of the writings, such allegations are denied. NEP denies the remaining allegations contained in Paragraph 49 of the Complaint.

50. NEP denies the allegations contained in Paragraph 50 of the Complaint.

51. NEP denies that it is taking “over service” to the Apartment Complex Customers, and denies the remaining allegations contained in Paragraph 51 of the Complaint.

52. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the first and second sentence of Paragraph 52 of the Complaint and therefore denies same. Answering further, in response to the allegations in the third sentence of Paragraph 52 of the Complaint, NEP denies it is taking “over service” to the Apartment Complex Customers and denies the remaining allegations contained in Paragraph 52 of the Complaint.

53. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the first three sentences in Paragraph 53 of the Complaint and therefore denies same. Answering further, in response to the allegations contained in the fourth sentence of Paragraph 53 of the Complaint, NEP denies it is taking “over service” to the Apartment

Complex Customers and denies the remaining allegations contained in Paragraph 53 of the Complaint.

54. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the first and second sentences of Paragraph 54 of the Complaint and therefore denies same. Answering further, in response to the allegations contained in the third sentence of Paragraph 54 of the Complaint, NEP denies it is taking “over service” to the Apartment Complex Customers and denies the remaining allegations contained in Paragraph 54 of the Complaint.

55. The allegations contained in the first sentence of Paragraph 55 of the Complaint contain conclusions of law to which no response is necessary. Answering further, NEP is not a public utility under R.C. 4905.02 and is not subject to the statutes and rules governing public utilities.

56. The allegations contained in Paragraph 56 of the Complaint contain conclusions of law to which no response is necessary.

57. The allegations contained in Paragraph 57 of the Complaint contain conclusions of law to which no response is necessary.

58. The allegations contained in Paragraph 58 of the Complaint contain conclusions of law to which no response is necessary.

59. The allegations contained in Paragraph 59 of the Complaint contain conclusions of law to which no response is necessary.

60. In response to the allegations contained in Paragraph 60 of the Complaint, NEP is not subject to the statutes and rules governing public utilities. Further answering, NEP denies that

it is taking “over service” to Apartment Complex Customers and denies the remaining allegations contained in Paragraph 60 of the Complaint.

61. NEP is without sufficient information or knowledge to form a belief as to the allegations contained in the first sentence of Paragraph 61 of the Complaint, and therefore denies the same. Further answering, NEP denies that it is taking “over service” to the Apartment Complex Customers and denies the remaining allegations contained in Paragraph 61 of the Complaint.

62. NEP is without sufficient information or knowledge to form a belief as to the allegations contained in the first and second sentences of Paragraph 62 of the Complaint, and therefore denies the same. Further answering, NEP denies that it is taking “over service” to the Apartment Complex Customers and denies the remaining allegations contained in Paragraph 62 of the Complaint.

63. NEP denies the allegations contained in the first sentences of Paragraph 63 of the Complaint. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the second sentence of Paragraph 63 of the Complaint and therefore denies same.

64. NEP is without sufficient information or knowledge to form a belief as to the allegations contained in the first sentence of Paragraph 64 of the Complaint, and therefore denies the same. Further answering, NEP denies that it is taking “over service” to the Apartment Complex Customers and denies the remaining allegations contained in Paragraph 64 of the Complaint.

65. NEP is without sufficient information or knowledge to form a belief as to the allegations contained in the first sentence and third sentence of Paragraph 65 of the Complaint, and therefore denies the same. Further answering, in response to the allegations contained in the fourth sentence of the Complaint, NEP is not a public utility under R.C. 4905.02 and therefore is not a

jurisdictional party respondent to complaint proceedings at the Commission. Answering further, NEP denies that it is taking “over service” to the Apartment Complex Customers and denies the remaining allegations contained in Paragraph 65 of the Complaint.

66. The allegations contained in the first two sentences of Paragraph 66 of the Complaint contain conclusions of law to which no response is necessary. Further answering, NEP is not a public utility under R.C. 4905.02 and is not subject to the statutes and rules governing public utilities.

67. NEP denies the allegations contained in Paragraph 67 of the Complaint and further answering states that Exhibit E to the Complaint speaks for itself.

68. NEP denies the allegations contained in Paragraph 68 of the Complaint and further answering states that Exhibit E to the Complaint speaks for itself.

69. NEP denies the allegations contained in Paragraph 69 of the Complaint and further answering states that Exhibit E to the Complaint speaks for itself.

70. NEP denies the allegations contained in Paragraph 70 of the Complaint.

71. NEP denies the allegations contained in Paragraph 71 of the Complaint.

72. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the first sentence of Paragraph 72 and therefore denies same. NEP denies the remaining allegations contained in Paragraph 72 of the Complaint.

73. NEP denies it is taking “over service” at the Apartment Complexes and denies the remaining allegations in Paragraph 73 of the Complaint.

74. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 74 of the Complaint and therefore denies same.

75. NEP is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 75 of the Complaint and therefore denies same.

76. NEP incorporates by reference its responses to Paragraphs 1 through 75 of the Complaint as if fully restated herein.

77. NEP denies the allegations in contained in Paragraph 77 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

78. NEP denies the allegations contained in Paragraph 78 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

79. NEP denies the allegations contained in Paragraph 79 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

80. NEP denies the allegations contained in Paragraph 80 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

81. NEP denies the allegations contained in Paragraph 81 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

82. NEP denies the allegations contained in Paragraph 82 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

83. NEP denies the allegations contained in Paragraph 83 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

84. NEP denies the allegations contained in Paragraph 84 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

85. NEP denies the allegations contained in Paragraph 85 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

86. NEP denies the allegations contained in Paragraph 86 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

87. NEP denies the allegations contained in Paragraph 87 of the Complaint. Further answering, NEP is not an “electric light company” under R.C. 4905.03 or a “public utility” under R.C. 4905.02.

88. NEP incorporates by reference its responses to Paragraphs 1 through 87 of the Complaint as if fully restated herein.

89. The allegations contained in Paragraph 89 of the Complaint contain conclusions of law to which no response is necessary.

90. Upon information and belief, NEP admits the allegations contained in Paragraph 90 of the Complaint.

91. NEP denies that it “would be an ‘electric supplier’” as defined in R.C. 4933.81(A), denies that it would be “providing ‘electric service’” as defined in R.C. 4933.81(F) and denies the remaining allegations contained in Paragraph 91 of the Complaint.

92. NEP incorporates by reference its responses to Paragraphs 1 through 91 of the Complaint as if fully restated herein.

93. The allegations contained in Paragraph 93 of the Complaint contain conclusions of law to which no response is necessary.

94. In response to the allegations contained in Paragraph 94 of the Complaint, NEP admits that it is not certified by the Commission to provide competitive retail electric service, but denies that it was required to do so under Ohio law.

95. NEP denies the allegations contained in Paragraph 95 of the Complaint.

96. In response to AEP Ohio’s Prayer for Relief, NEP denies that any relief requested is warranted and denies all allegations contained in the Prayer for Relief and all subparts.

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

SECOND DEFENSE

98. The Complaint fails to state a claim upon which relief may be granted.

THIRD DEFENSE

99. The Commission does not have subject matter jurisdiction over AEP Ohio’s Complaint.

FOURTH DEFENSE

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

FIFTH DEFENSE

101. AEP Ohio's claims in the Complaint fail to state reasonable grounds for complaint.

FIFTH DEFENSE

102. AEP Ohio's claims in the Complaint are unripe.

SIXTH DEFENSE

103. AEP Ohio has waived the right to assert the claims it raises in the Complaint.

SEVENTH DEFENSE

104. AEP Ohio has failed to name necessary and indispensable parties to the Complaint.

EIGHTH DEFENSE

105. AEP Ohio's claims in the Complaint are moot.

NINTH DEFENSE

106. NEP reserves the right to assert any and all affirmative defenses, counter-claims and other matters as this matter proceeds.

WHEREFORE, NEP respectfully requests that AEP Ohio's Complaint be dismissed.

COUNTERCLAIM AGAINST OHIO POWER COMPANY (AEP OHIO)

JURISDICTION

1. Nationwide Energy Partners, LLC (“NEP”) is a Delaware corporation with its principal place of business in Columbus, Ohio.

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

3. NEP engages in the design and construction of on-site infrastructure and provides energy advisory, technology, financing and billing services to only multi-family property owners throughout Ohio and several other states. NEP provides its services to owners of multi-family apartment/condominium complexes with the vast majority of complexes being apartment complexes.

4. Ohio Power Company (“AEP Ohio”) is a “public utility” as that term is defined in Ohio Revised Code (“R.C.”) 4905.02; an “electric light company” as that term is defined in R.C. 4905.03 and 4928.01; and an “electric utility” and “electric distribution utility” and as those terms are defined in R.C. 4928.01.

5. AEP Ohio is subject to the jurisdiction of the Public Utilities Commission of Ohio (“Commission”).

6. Jurisdiction for this counterclaim also exists under R.C. 4905.26 and R.C. 4905.35.

GENERAL BACKGROUND

7. It is well settled under Ohio law that a landlord can resell electricity to tenants. *See First Energy Corp. v. Pub. Util. Comm.*, 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.*, 35 Ohio St.2d 1, 4, 208 N.E.2d 923 (1965); see also *In re the Complaint of Michael E. Brooks, et al. v. The Toledo Edison Company*, Case No. 94-1987-EL-CSS, 1996 Ohio PUC LEXIS 292, *39, 169 P.U.R.4th 179 (May 8, 1996) (“power to prohibit or restrict electrical service between the landlord and tenants through the company's tariff must also end at the landlord's property line.”).

8. For multi-tenant structures/properties (whether a commercial office building, shopping center or an apartment complex), the property owner has the right to choose how to provide internal infrastructure, which may include “submeters” that permit the landlord or property owner to measure usage and bill its tenants accordingly.

9. Regarding apartment complexes more specifically, some apartment complex owners use AEP Ohio provided on-site electrical infrastructure; others provide their own property-wide infrastructure whether during construction of the complex or by converting an existing complex to a master-metered configuration.

10. Unlike an individually-metered configuration in which the utility installs and maintains infrastructure up to an individual meter to each unit, a master-metered configuration involves delivery of electricity for a whole property at a single point, at which point the utility installs a “master” meter for the property. Behind that meter, the landlord or property owner bears responsibility for installing and maintaining infrastructure and managing the billing of individual tenants. This allows the property owner full control of energy decisions for the property but maintains the energy delivery to the property at the master meter through the host utility - in this case AEP Ohio.

11. The benefits to a property owner of owning and controlling on-site infrastructure include the ability to install upgraded equipment, the freedom to control location, aesthetics and installation timing, and improved opportunities to integrate sustainable power initiatives that impact access to capital and may also help attract tenants. These include the ability to best integrate renewable or carbon free solutions, electric vehicle charging stations, and other power- or demand-savings initiatives across an entire apartment complex.

12. AEP Ohio does not have a right to deprive property owners of their right and opportunity to control on-site infrastructure by refusing to facilitate the conversion from AEP Ohio-provided infrastructure to property owner-installed and purchased infrastructure.

13. That is, property owners have the right to choose, control, maintain, and operate their own on-site infrastructure while maintaining AEP Ohio utility service through a single AEP Ohio account metered through a master meter for the property as a whole.

14. Similarly, AEP Ohio does not have a right to dictate to property owners who they can contract with to assist with the property owner's or landlord's submetering of a multi-family property.

15. AEP Ohio's tariff allows master-meter use and submetering.

16. Property owners and landlords have contracted with companies to assist with managing submetering at master-metered multi-family properties for many years, and in the case of NEP for at least 22 years. The services provided by those companies, such as NEP, include receiving and paying electric utility bills on behalf of the property owner or landlord and billing tenants for both their unit electricity consumption and their share of the common area electricity consumption, again on behalf of the property owner or landlord.

17. When the owner of a multi-family complex contracts with NEP, one of the services NEP provides to the owner is monitoring how much electricity is consumed at 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.

18. NEP also provides a service to property owners similar to a general contractor for a project, which includes all aspects of the transition to a master-metered configuration. This includes design, engineering, sourcing and installing equipment and arranging for inspections.

19. Design of a master meter configuration requires coordination between AEP Ohio and the property owner or its designated representative to submit and shepherd work orders and engineering plans through the AEP Ohio construction process.

20. As part of that process, upon receipt of work orders submitted by a property owner or its representative, AEP Ohio schedules on-site visits and approval of the engineering plan. This process is an affirmative one, in that it resolves how the requested work will be completed and does not contemplate that any work order for available service may be denied outright.

21. NEP plays a role in that process, as an agent for property owners that have contracted for its services. Following resolution of any engineering issues, NEP commences on-site work to upgrade infrastructure, installs new transformers and pads, new in unit meters, and installs new and upgraded wiring - below grade in trenches and/or above grade.

22. NEP's on-site work for an apartment complex is coordinated with the electric utility (such as AEP Ohio), whose role and obligation is to provide the master meter and remove any unnecessary equipment to make the change.

23. The change from a pre-existing AEP Ohio-controlled complex infrastructure to a property owner-controlled infrastructure requires both new systems to be in place so that the transition can be achieved quickly, without disrupting complex operations.

24. Following reconfiguration to master-metered service or for a newly constructed facility with master-metered service, AEP Ohio provides utility services to the master-meter on the property, but bills the landlord or property owner through a single account for AEP Ohio's services.

25. The landlord or property owner is AEP Ohio's customer; NEP does not become AEP Ohio's customer for the multi-family property, and does not distribute or supply electricity. To the extent that the communities served by NEP receive competitive generation supply, that supply is secured through separate contracts with licensed CRES suppliers unaffiliated with NEP and to which contracts NEP is not a party, though which may be executed by NEP in its capacity as authorized agent of the property owner.

26. A property that is reconfigured to master-metered service is not converted to master-metered service until every tenant has agreed with the landlord through the tenant's lease that the landlord will resell electricity to the tenant.

THE FIVE CONVERSION REQUESTS

27. In 2020, NEP entered into contracts with the owners of 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 infrastructure to provide the owners with equipment and technology so the owners can measure tenants' electricity consumption and bill them based on that consumption.

28. On August 19, 2020, NEP entered a contract with the owner of a complex known as the Edge at Arlington (the “Edge Agreement”).

29. On August 12, 2020, NEP entered a contract with the owner of a complex known as the Normandy (the “Normandy Agreement”).

30. On September 10, 2020, NEP entered a contract with the owner of a complex known as the Lofts at Norton Crossing (the “Lofts Agreement”).

31. On August 19, 2020, NEP entered a contract with the owner of a complex known as Arlington Pointe (the “Pointe Agreement”).

32. On September 10, 2020, NEP entered a contract with the owner of a complex known as the Gateway Lofts (the “Gateway Agreement”).

33. Each of the five complex contracts required NEP to install electric infrastructure on the properties.

34. In October 2020, on behalf of each of the five apartment complex owners, NEP submitted work orders to AEP Ohio to perform the work required to change the utility service to AEP Ohio master meter single account service at each complex.

35. AEP Ohio knew that these work orders were being submitted in connection with and as a result of NEP having entered into contracts with the five apartment complexes.

36. To complete NEP’s construction in the infrastructure conversion to a master meter single utility account property, AEP Ohio must finish its required work.

37. Prior to issuing the work orders for the five apartment complexes in October 2020, NEP had coordinated with AEP Ohio on similar construction projects for 22 years.

38. For projects predating October 2020, after NEP submitted a work order for AEP Ohio to perform its work, AEP Ohio typically took between three to six months from the work order submittal for it to complete its process.

39. Typically, AEP Ohio will have a site visit within two weeks of work order receipt which starts the processes to finalize the schedule for completion.

40. In connection with the requests submitted on behalf of the five apartment complexes in October 2020, however, AEP Ohio took no action towards completing the work orders until June of 2021.

41. On June 3, 2021, NEP employee Aaron Depinet reached out to AEP Ohio to check on the status of NEP's work orders.

42. AEP Ohio responded with an e-mail from employee Dean Hartzell on June 9, 2021, a true and correct copy of which is attached as **Exhibit A**. The June 9th AEP e-mail stated: "AEP upper management and AEP Legal has determined that AEP will not permit existing AEP customers to be converted over to NEP or any other company. This means that NEP is not legally permitted to connect your equipment (meters) to AEP grid equipment. NEP cannot use AEP meter sockets or distribution network and be eligible for master meter service."

43. NEP's internal counsel responded to AEP Ohio's June 9th e-mail on June 10, 2021. NEP's responsive email stated the legal basis for NEP's work orders and clarified NEP's role in providing infrastructure installation, maintenance, and billing management services to landlords and property owners. A true and correct copy of that email is attached as **Exhibit B**.

44. During a June 23, 2021 meeting between NEP and AEP Ohio, AEP Ohio agreed to complete NEP's work orders for the five apartment complexes.

45. AEP Ohio's verbal agreement was confirmed in an e-mail by NEP's internal counsel to AEP Ohio personnel the next day, which stated that the projects had the "green light," and that "no categorical objections . . . exist[ed]." A true and correct copy of an email string containing that email is attached as **Exhibit C**

46. On information and belief, on July 16, 2021, and without NEP's knowledge, AEP Ohio mailed a letter to tenants of the five apartment complexes, informing them that their "account w[ould] be closed out" following AEP Ohio's completion of the requested construction. A true and correct copy of one of those letters is attached as **Exhibit D**.

47. AEP Ohio sent its July 16, 2021 letter with full knowledge of NEP's agreements and contractual relationships with the five apartment complexes. AEP Ohio's July 16, 2021 letter falsely stated that "there is a request for a sub-metering company to take over your electric service" when the request was for the landlord to take over electric service within the property not NEP and made other inflammatory misrepresentations regarding access to assistance.

48. Upon receiving confirmation that AEP Ohio would complete the work orders, NEP began work providing the contracted-for services to the five apartment complexes.

49. On June 24, 2021, at the Edge at Arlington, NEP began working on permits and ordering required materials. By July 1, 2021, NEP had the specifications required for cabinets to be used at the Edge at Arlington and, on July 12, 2021, NEP was searching for locations to place the meters. NEP received relevant permits from the City of Columbus on July 22, 2021, and continued to work at the site until October 1, 2021, at which point NEP went as far as it could go without AEP Ohio fulfilling its obligation to install the master meter.

50. As of October 1, 2021, however, AEP Ohio had still not performed its obligations with regard to the Edge at Arlington, failing to timely and in good faith to process the work order. AEP Ohio's failure to perform resulted in the Edge at Arlington remaining in an active state of construction, requiring mitigation of ongoing, associated hazards (such as open trenches) that could not be fully resolved without AEP Ohio fulfilling its obligations.

51. Similarly, at the Normandy, Lofts at Norton Crossing, Arlington Pointe, and Gateway Lofts, NEP has designed the property owner's electrical system, purchased materials, and begun site preparation.

52. AEP Ohio subsequently refused to continue work on any of the five construction requests even though the owners of the five properties submitted new construction requests to AEP Ohio on October 13, 2021.

53. It was not until the Commission issued a stay requiring AEP Ohio to complete its work at the five properties that AEP Ohio indicated it would move forward with its work. AEP Ohio, however, continues to oppose the work through an interlocutory appeal filed on January 3, 2021.

54. As of the filing of this counterclaim, construction and/or installation at all of the five apartment complexes is not complete, waiting for AEP Ohio to complete its standard process and fulfill its obligations.

55. On information and belief, AEP Ohio willfully and/or intentionally stalled and/or halted its work on the construction requests to allow for the master-metered configuration of the five apartment complexes with knowledge that doing so would cause NEP economic harm.

56. Specifically, on July 1, 2021, representatives of AEP Ohio and NEP met on-site at the Edge at Arlington site. AEP Ohio advised NEP that all of its pending work orders had been purged from AEP's systems and would need to be resubmitted.

57. NEP had never had this happen before in its 22 years of dealing with AEP Ohio, and on information and belief, this has rarely, if ever, happened with regard to other work orders submitted by other third parties.

58. On August, 10, 2021, NEP resubmitted its work orders on behalf of the property owners for each of the five apartment complexes to AEP Ohio.

59. Also on August 10, 2021, NEP's contractor ordered all of the necessary materials and submitted city permitting requests for each of the five apartment complexes.

60. There was no movement on the resubmitted AEP Ohio work orders for more than a month. On September 15, 2021, AEP Ohio and NEP held another meeting, at which AEP Ohio informed NEP that AEP Ohio intended to decline any work orders on which NEP was the contractor.

61. AEP Ohio sent a formal letter dated September 24, 2021, which effectively denied the construction requests for the five apartment complexes. A true and accurate copy of that letter is attached as **Exhibit E** and was also attached to AEP Ohio's Complaint as Exhibit A.

62. In that letter attached as Exhibit E, AEP Ohio noted that, following the *Wingo* decision, "whether NEP is operating as an unlawful 'public utility' is an open question under Ohio law." AEP Ohio also purported to resolve that question by asserting, but not supporting, its position that NEP "would be operating unlawfully as a 'public utility' and an 'electric light company' under R.C. 4905.03" if it provided services to the owners of the five apartment complexes.

63. AEP Ohio's purported justification for denying the construction requests – that it believes NEP "would be operating unlawfully as a 'public utility' and an 'electric light company' under R.C. 4905.03" if it provided services to the owners of the five apartment complexes – does not justify its denial of those requests in contravention of 22 years of practice both (1) because AEP Ohio is without the authority to enact such a change without Commission order or

guidance, and (2) because NEP is not a “public utility” under R.C. 4905.02 or an “electric light company” under R.C. 4905.03.

64. The September 24, 2021 letter also falsely asserted that NEP requested AEP Ohio to “turn over to [NEP] electric distribution service” at the five apartment complexes. NEP made no such request. Instead, NEP submitted ordinary construction requests as an authorized representative and contractor for the owners of the five apartment complexes.

65. NEP does not take over electric distribution service, which remains the responsibility of AEP with respect to the property owner, and of the property owner with respect to distributing power to buildings on the owner’s property.

66. NEP does not supply electricity, and AEP Ohio has not advanced a plausible theory, either in communications with NEP or before the Commission, or produced any evidence as to how NEP would be “supplying electricity” within the meaning of R.C. 4905.03 at the five apartment complexes if AEP Ohio completed the construction requests.

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

68. 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.

69. On October 13, 2021, work orders were submitted by each of the five apartment complex owners to AEP Ohio requesting the master meter configuration change.

70. AEP Ohio did not act on or process the five apartment complex owners’ October 13, 2021 requests. It was not until the Commission issued a stay requiring AEP Ohio to complete its work at the five properties that AEP Ohio indicated it would move forward with its

work. AEP Ohio, however, continues to oppose the work through an interlocutory appeal filed on January 3, 2021.

71. While refusing to process the construction requests for the five apartment complex properties, AEP Ohio continued to provide master-metered service to existing submetered buildings in its service territory, including properties where NEP receives and pays bills as an agent of the property owners.

72. Recently, on December 17, 2021 in its memorandum contra motion to stay, AEP Ohio stated that it is going forward with requests to install master-meters to facilitate submetering at newly constructed buildings but will be denying requests to connect existing multi-family properties to master-metered configurations.

73. AEP Ohio did not receive any Commission authorization for its new policy of denying construction requests for properties where NEP has contracts to convert to a master-metered configuration, and has only applied this policy to NEP projects.

74. AEP Ohio has never applied such a policy or practice for over 22 years of working with NEP, until it denied the requests at the five complex properties.

75. By purging, denying and failing to complete the work orders and implementing its new policy, AEP Ohio has used its position as an electric distribution utility to sabotage a contractor's (NEP) projects.

76. AEP Ohio took these actions to cause harm to NEP and for AEP Ohio's own commercial benefit including to preserve its retail delivery to tenants in lieu of delivering electricity at commercial rates through a master meter at each complex .

77. On information and belief, AEP Ohio has not denied, failed to act, or otherwise process work order requests submitted by any other company or entity that performs the same or substantially the same services as NEP.

78. NEP's business relies upon its ability to contract with landlords and/or property owners who choose to receive master meter service from their electric distribution utilities, like AEP Ohio.

79. Because AEP Ohio stated its intention to deny any conversion work order where NEP has a contractual relationship with a complex owner, NEP could effectively be foreclosed from securing much of its prospective new business in Central Ohio, and AEP Ohio's actions have jeopardized NEP's existing contracts for the five apartment complexes.

80. NEP has expended in excess of \$100,000 to perform under its contracts with the five apartment complexes, following and in reliance upon AEP Ohio's assurances that it would complete the subject work orders.

81. As a result of AEP Ohio's actions, NEP has and continues to suffer reputational damage among potential customers and contract partners and in the marketplace at large, because NEP has been prevented from performing its obligations under the subject agreements and/or providing the contracted-for services to the five apartment complexes.

82. These continuing harms threaten NEP's ability to conduct business. AEP Ohio's unilateral actions have deprived NEP of revenues on which NEP had planned and new business opportunities, and harmed the general industry goodwill on which NEP relies.

AEP OHIO'S COMPLAINT AGAINST NEP

83. On September 24, 2021, AEP Ohio filed a complaint (Case No. 21-990-EL-CSS), in which it raised three counts against NEP.

84. AEP Ohio's stated goal within its complaint—and in numerous briefs throughout Case No. 21-990-EL-CSS—is to use the Commission's complaint process to "... take up the Court- mandated inquiry that the Commission was unable to complete in *Wingo* and determine whether NEP is a "public utility" in a prompt, orderly process." *See* Memorandum Contra Motion to Stay filed by AEP on December 17, 2021.

85. The Commission previously granted a request to voluntarily dismiss the complaint in that proceeding by Cynthia Wingo. AEP Ohio was a party in that proceeding but did not object to the voluntary dismissal and did not request to continue the proceeding after Ms. Wingo filed a notice of voluntary dismissal. *In the Matter of the Complaint of Cynthia Wingo*, Case No 17-2002-EL-CSS.

86. AEP Ohio recognized in its November 4, 2021 Memorandum Contra at page 12, n. 4, that "the Commission could bring its own complaint or investigation case to conduct the same jurisdictional inquiry mandated by the *Wingo* remand."

87. On information and belief, as of the date of the filing of this Counterclaim, AEP Ohio has not made any request to the Commission to initiate an investigation related to NEP.

88. On information and belief, as of the date of the filing of this Counterclaim, AEP Ohio has not filed a complaint with the Commission challenging the existing use of master-meters and submetering at any multi-family property in its service territory.

89. AEP Ohio filed its complaint to harass and maliciously injure NEP including causing NEP to incur needless litigation costs.

90. AEP Ohio's filing of the complaint is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, and cannot be supported by a good faith argument for the establishment of new law.

COUNT ONE
VIOLATION OF R.C. 4905.26

91. NEP restates and realleges the foregoing paragraphs as though fully restated herein.

92. R.C. 4905.26 confers jurisdiction on the Commission to determine whether “... any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained[.]”

93. AEP Ohio denied the requests to reconfigure service at the five apartment complexes solely because NEP was acting as the owners’ representative. AEP Ohio admitted this in its memorandum contra filed on November 4, 2021 in this proceeding, at 19, stating that “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)).

94. After denying the NEP requests, AEP Ohio took no action on new construction requests for the same five apartment complexes submitted by the complex owners on October 13, 2021. Only after the Commission ordered AEP Ohio to cease its new policy of denying NEP related construction requests, did AEP Ohio indicate it would start processing the construction requests.

95. Although having denied the construction requests for the five apartment complexes, AEP Ohio continues to provide master-meter service to existing buildings that are submetered and has stated to the Commission in AEP Ohio's December 17, 2021 memorandum contra to NEP's motion to stay that it is going forward with requests to install master-meters to facilitate submetering in newly constructed buildings.

96. AEP Ohio's refusal to process the construction requests as submitted by NEP and the five apartment complex owners was unjust, unreasonable, unlawful, unjustly discriminatory, unjustly preferential, and constituted a denial of service and an inability to obtain a master-meter configuration, all in violation of R.C. 4905.26.

97. AEP Ohio's refusal to process the construction requests as submitted by NEP and the five apartment complex owners was contrary to its tariff which allows a property owner or landlord to resell electricity to a tenant, and therefore such refusal was and is unjust, unreasonable, unlawful, unjustly discriminatory, and unjustly preferential, in violation of R.C. 4905.26.

98. AEP Ohio's new policy to deny construction requests to convert to a master-meter configuration at any property involving NEP was and is unjust, unreasonable, unlawful, unjustly discriminatory, unjustly preferential, and in violation of R.C. 4905.26.

99. AEP Ohio's decision to deny construction requests to convert to a master-meter configuration at any property involving NEP without any Commission authorization or consultation and which reversed 22 years of practice in allowing apartment complexes to convert to a master-meter configuration was and is unjust, unreasonable, unlawful, unjustly discriminatory, unjustly preferential, and in violation of R.C. 4905.26.

100. AEP Ohio's purported justification for denying the construction requests – that allegedly NEP “would be operating unlawfully as a ‘public utility’ and an ‘electric light company’ under R.C. 4905.03” if it provided services to the owners of the five apartment complexes absent any finding, guidance or directive by the Commission was and is unjust, unreasonable, unlawful, unjustly discriminatory, unjustly preferential, and in violation of R.C. 4905.26.

101. AEP Ohio knowingly made false statements to its customers in correspondence to tenants at the five complexes as evidenced by the July 16, 2021 correspondence attached as Exhibit D, and its actions in doing so were unjust, unreasonable, unlawful, unjustly discriminatory, unjustly preferential, and in violation of R.C. 4905.26.

102. AEP Ohio's unjust, unreasonable, unlawful, unjustly discriminatory, unjustly preferential actions and behavior in violation of R.C. 4905.26 has damaged NEP financially, damaged NEP's reputation, and damaged NEP's business contracts and relationships.

**COUNT TWO
VIOLATION OF R.C. 4905.35**

103. NEP restates and realleges the foregoing paragraphs as though fully restated herein.

104. R.C. 4905.35(A) prohibits AEP Ohio from making or giving any undue or unreasonable preference or advantage to any person, firm, corporation, or locality, or subjecting any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage.

105. AEP Ohio refused to approve NEP's requests on behalf of the five apartment complex owner to reconfigure the apartment complexes to a master meter configuration. AEP

Ohio also refused to process subsequent requests submitted by the owners of the five apartment complexes after AEP Ohio denied NEP's requests.

106. AEP Ohio has stated that it will continue to allow master-meter configurations at existing buildings that are already submetered and that it is going forward with requests to install master-meters to facilitate submetering in new constructed buildings where AEP Ohio is establishing service for the first time, including new developments that have contracted with NEP.

107. AEP Ohio admits that it is not processing requests to reconfigure multifamily buildings to master-metered service if AEP Ohio currently provides service directly to tenants.

108. AEP Ohio's refusal to process the five requests to reconfigure to master-meters subjected NEP to undue and unreasonable prejudice and disadvantage by stopping construction at the five apartment complexes, interfering with NEP's contractual relations with its customers, and harming NEP financially and damaging its reputation.

109. AEP Ohio's decision to implement a new policy to not allow master-meter reconfiguration requests at properties where the owners have contracted with NEP has subjected NEP to undue and unreasonable prejudice and disadvantage by stopping construction at the five apartment complexes, interfering with NEP's contractual relations with its customers, and harming NEP financially and damaging its reputation.

110. In addition to unilaterally reversing 22 years of allowing master-meter conversions, AEP Ohio filed its complaint in this proceeding against NEP to pursue AEP Ohio's goal of continuing the *Wingo* proceeding, an action that is outside of AEP Ohio's authority and tariff.

111. Rather than filing an unlawful complaint, AEP Ohio could have requested that the Commission reopen its investigation of submetering previously conducted in Case No. 15-1594-AU-COI. On information and belief, AEP Ohio did not make any such request to the Commission. Instead, AEP Ohio took actions to prevent or dissuade property owners from doing business with NEP and filed its complaint against NEP.

112. AEP Ohio's filing of the complaint against NEP in this proceeding has subjected NEP to undue and unreasonable prejudice and disadvantage, damaging NEP financially including forcing NEP to incur legal fees to address AEP Ohio's complaint and has damaged NEP's reputation.

WHEREFORE, Nationwide Energy Partners, LLC respectfully requests that the Commission on an expedited basis:

- (a) Find that reasonable cause exists for this Counterclaim and hold a hearing on the Counterclaim
- (b) Find that AEP Ohio has unduly, unjustly, unreasonably and unlawfully discriminated against NEP, in violation of R.C. 4905.26;
- (c) Find that AEP Ohio unduly, unjustly, unreasonably and unlawfully distributed false information to its customers as evidenced by the July 16, 2021 example correspondence attached as Exhibit D, in violation of R.C. 4905.26;
- (d) Find that AEP Ohio unduly, unjustly, unreasonably and unlawfully delayed, purged and then refused to process master-meter construction requests submitted by NEP on behalf of the owners of the five apartment complexes, in violation of R.C. 4905.26;

- (e) Find that AEP Ohio unduly, unjustly, unreasonably and unlawfully refused to process the master-meter construction requests submitted by the owners of the five apartment complexes on October 13, 2021, in violation of R.C. 4905.26;
- (f) Find that AEP Ohio's new policy of denying requests to reconfigure properties to a master-meter configuration is contrary to its tariff, unreasonable, unlawful, discriminatory and violates R.C. 4905.26;
- (g) Find that AEP Ohio acted unreasonably and unlawfully and in violation of R.C. 4905.26 by implementing a policy to deny requests to reconfigure properties to a master-meter configuration where NEP is a contractor, without Commission authorization after at least 22 years of allowing such configurations.
- (h) Find that AEP Ohio acted unreasonably and unlawfully and in violation of Section 4905.35, Revised Code by delaying, purging and then denying the construction requests submitted by NEP on behalf of the five apartment complex owners.
- (i) Find that AEP Ohio acted unreasonably and unlawfully and in violation of Section 4905.35, Revised Code, by implementing a new policy of denying requests to convert properties to master-meter configurations, subjecting NEP to undue and unreasonable prejudice and disadvantage;
- (j) Find that AEP Ohio acted unreasonably and unlawfully and in violation of Section 4905.35, Revised Code by bringing its complaint against NEP in this proceeding, subjecting NEP to undue and unreasonable prejudice and disadvantage;
- (k) Order AEP Ohio to cease discriminating against NEP and its customers in the application of its tariff and the processing of construction requests; and

- (1) Provide any other relief necessary on an expedited basis that will ensure that AEP Ohio does not subject NEP or any AEP Ohio customer using NEP as its contractor to any further undue and unreasonable prejudice and disadvantage, and does not discriminate against NEP or as to any request for master meter construction services that may be requested by NEP's customers or by NEP acting on behalf of its customers.

Respectfully submitted,

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record

Anna Sanyal (0089269)

Andrew P. Guran (0090649)

Vorys, Sater, Seymour and Pease LLP

52 E. Gay Street

Columbus, Ohio 43215

614-464-5462

mjsettineri@vorys.com

aasanyal@vorys.com

apguran@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 certifies that a courtesy copy of the foregoing document is also being served (via electronic mail) on the 11th day of January 2022 upon all persons listed below:

Steven T. Nourse
American Electric Power Service Corporation
stnourse@aep.com

Matthew S. McKenzie
M.S. McKenzie Ltd.
matthew@msmckenzieltd.com

Angela D. O'Brien
William J. Michael
Office of the Ohio Consumers' Counsel
angela.obrien@occ.ohio.gov
william.michael@occ.ohio.gov

/s/ Michael J. Settineri
Michael J. Settineri



Aaron Depinet <adepinet@nationwideenergypartners.com>

NEP METER CONVERSIONS

2 messages

Dean H Hartzell <dhhartzell@aep.com>

Wed, Jun 9, 2021 at 9:39 AM

To: "Aaron Depinet (adepinet@nationwideenergypartners.com)" <adepinet@nationwideenergypartners.com>

Cc: Angie Rybalt <amrybalt@aep.com>, Erik M Schaas <eschaas@aep.com>

Aaron,

AEP upper management and AEP Legal has determined that AEP will not permit existing AEP customers to be converted over to NEP or any other company. This means that NEP is not legally permitted to connect your equipment (meters) to AEP grid equipment. NEP cannot use AEP meter sockets or distribution network and be eligible for master meter service.

Dean

**DEAN H HARTZELL | TECHNICIAN SR**

DHARTZELL@AEP.COM | D:614.883.6809

700 MORRISON ROAD, GAHANNA, OH 43230

Aaron Depinet <adepinet@nationwideenergypartners.com>

Wed, Jun 9, 2021 at 9:41 AM

To: Kit Hagen <khagen@nationwideenergypartners.com>, Teresa Ringenbach <tringenbach@nationwideenergypartners.com>

From Aep about the upcoming conversions in Aep territory.

[Quoted text hidden]

--

Aaron Depinet
Senior Manager of Field Operations
NEP | Nationwide Energy Partners
P (567) 230-2626
NationwideEnergyPartners.com



Drew Romig <dromig@nationwideenergypartners.com>

Clarification Re: Submetering Conversions

Drew Romig <dromig@nationwideenergypartners.com>

Thu, Jun 10, 2021 at 11:30 AM

To: Steven Nourse <stnourse@aep.com>

Cc: Teresa Ringenbach <tringenbach@nationwideenergypartners.com>

Steve,

I've been directed to you by Angie Rybalt regarding the message copied below, which NEP's field operations manager received from an AEP employee. I believe that there's a miscommunication here and would really appreciate your help in clearing it up.

Based on the below email, it appears that AEP would refuse to permit certain customers to submeter their properties. As you probably know, the right of multi-tenant residential and commercial properties to choose to receive utility service through a master meter and to submeter tenants themselves is well-established in Ohio law through numerous decisions of the Ohio Supreme Court. Nothing in any of these decisions limits this right to only the time before service is established; a property owner may choose to alter its service at any time. Further, nothing in existing law permits a utility to refuse service to a customer within its certified territory on the basis of that customer choosing to contract-out the administrative work of submetering to a company like NEP.

I think the disconnect here is that NEP is not the customer at any of these locations and is not receiving service from AEP for resale under AEP's tariff. Further, none of the equipment that would be used behind the master meter belongs to AEP. The property owners remain the customers of AEP and own all of the meter centers and cabling behind AEP's master meter, regardless of whether primary or secondary service is required. AEP cannot legally interfere with a customer's installation of equipment that meets NEC code on their properties, cannot refuse service to those customers, and cannot prohibit a customer's resale under its tariff, regardless of whether the customer is new or existing. I am happy to provide legal support for the above assertions.

I would appreciate your assistance with clearing up this misunderstanding, and am happy to discuss further. Please advise as to AEP's position as soon as possible. Thank you.

Best,

DREW ROMIG | CORPORATE COUNSEL

TEAM MEMBER SINCE 2019

P (330) 418-6606 | O (614) 918-2064



----- Forwarded message -----

From: **Dean H Hartzell** <dhhartzell@aep.com>

Date: Wed, Jun 9, 2021 at 9:39 AM

Subject: NEP METER CONVERSIONS

To: Aaron Depinet (adepinet@nationwideenergypartners.com) <adepinet@nationwideenergypartners.com>

CC: Angie Rybalt <amrybalt@aep.com>, Erik M Schaas <eschaas@aep.com>

Aaron,

AEP upper management and AEP Legal has determined that AEP will not permit existing AEP customers to be converted over to NEP or any other company. This means that NEP is not legally permitted to connect your equipment (meters) to AEP grid equipment. NEP cannot use AEP meter sockets or distribution network and be eligible for master meter service.

Dean



DEAN H HARTZELL | TECHNICIAN SR

DHHARTZELL@AEP.COM | D:614.883.6809

700 MORRISON ROAD, GAHANNA, OH 43230



Drew Romig <dromig@nationwideenergypartners.com>

AEP/NEP Follow-up

Steven T Nourse <stnourse@aep.com>

Fri, Jun 25, 2021 at 12:13 PM

To: Drew Romig <dromig@nationwideenergypartners.com>

Ok thanks

Thanks,
Steve

On Jun 25, 2021, at 7:17 AM, Drew Romig <dromig@nationwideenergypartners.com> wrote:

This is an **EXTERNAL** email. **STOP. THINK** before you CLICK links or OPEN attachments. If suspicious please click the 'Report to Incidents' button in Outlook or forward to incidents@aep.com from a mobile device.

Steve,

It sure was. My apologies; I copied the email list from the meeting invite and didn't realize you weren't on there. Thanks for pointing it out. I'll add you to the thread.

DREW ROMIG**| CORPORATE COUNSEL**

TEAM MEMBER SINCE 2019

P (330)

418-6606 |

O

(614) 918-2064



On Thu, Jun 24, 2021 at 6:18 PM Steven T Nourse <stnourse@aep.com> wrote:

Drew,

I assume this was unintentional error – please resend the email or add me to the thread

<image002.png> **STEVEN T NOURSE | VP-LEGAL**
STNOURSE@AEP.COM | D:614.716.1608
1 RIVERSIDE PLAZA, COLUMBUS, OH 43215

From: Angie Rybalt <amrybalt@aep.com>
Sent: Thursday, June 24, 2021 4:37 PM
To: Steven T Nourse <stnourse@aep.com>
Subject: FW: [EXTERNAL] AEP/NEP Follow-up

Noticed you were left off of this.

 **ANGIE RYBALT | DIR CUSTOMER EXPERIENCE**
<[image001.png](mailto:AMRYBALT@AEP.COM)> AMRYBALT@AEP.COM | D:614.883.6902 | C:614.359.6276
700 MORRISON ROAD, GAHANNA, OH 43230

From: Drew Romig <dromig@nationwideenergypartners.com>
Sent: Thursday, June 24, 2021 4:06 PM
To: Aaron Depinet <adepinet@nationwideenergypartners.com>; Angie Rybalt <amrybalt@aep.com>; McKenney, Bryce A <bmckenney@mcneeslaw.com>; Brent M Gates <bmgates@aep.com>; Erik M Schaas <eschaas@aep.com>; Jon F Williams <jfwilliams@aep.com>; Kit Hagen <khagen@nationwideenergypartners.com>; Lisa O Kelso <lokelso@aep.com>; TJ Harper <tharper@nationwideenergypartners.com>; Teresa Ringenbach <tringenbach@nationwideenergypartners.com>
Subject: [EXTERNAL] AEP/NEP Follow-up

This is an **EXTERNAL** email. **STOP. THINK** before you CLICK links or OPEN attachments. If suspicious please click the 'Report to Incidents' button in Outlook or forward to incidents@aep.com from a mobile device.

All,

Thank you all for your time yesterday. We are pleased that no categorical objections to NEP's current projects appear to exist on AEP's side and that we are moving forward. NEP is happy to continue working with AEP on any site-specific matters, including paying the \$25,528.85 CIAC at Gateway Lofts. As discussed, please provide NEP with AEP's estimated labor cost for meter removal at your earliest convenience, and let us know whether NEP may remove and return AEP's meters itself.

Further, we are anxious to learn of any developments on AEP's side re: process improvements for construction requests (which we all agree was a brilliant idea that AEP had all on its own). It seems clear that a better process would benefit AEP, as well as customers and their contractors like NEP, and would permit NEP to remove this issue from its objectives in the ongoing rate case. We are again happy to assist with feedback from the customer perspective on any proposed process changes. Please keep myself, Teresa Ringenbach, Kit Hagen and Aaron Depinet (all CC'd here) informed and let us know if we may be of any assistance.

Thanks again.

Regards,

DREW ROMIG | CORPORATE COUNSEL
TEAM MEMBER SINCE 2019

P (330) 418-6606 | O (614) 918-2064



This e-mail message from the Legal Department of American Electric Power® is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

[Quoted text hidden]

2 attachments



image001.png
7K



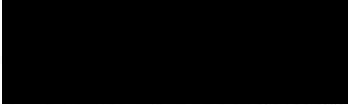
image002.png
6K



BOUNDLESS ENERGY™

AEP Ohio
700 Morrison Road
Gahanna, OH 43230
AEPOhio.com

IMPORTANT INFORMATION ABOUT ELECTRIC PROVIDER



July 16, 2021

Dear [REDACTED]

We value your business as an AEP Ohio customer. Unfortunately, our records indicate that there is a request for a sub-metering company to take over your electric service and we wanted to make you aware that your account with AEP Ohio will be closed out. If you currently participate in any of the AEP Ohio programs, such as PIPP, Neighbor to Neighbor, LHEAP, Emergency Rental Assistance, outage alerts, online account management, the AEP mobile app or other programs, please be aware that these will also end after your account is closed.

If you have any questions about your new service, contact your landlord. If you have questions about the landlord's right to change your service from AEP Ohio to a sub-metering company, please contact the Public Utilities Commission of Ohio (PUCO) at 800-686-7826.

We are disappointed to lose you as a valued customer and hope to serve you again in the future.

Sincerely,

Angie Rybalt

Director, Customer Experience

Stay Connected With Us!





BOUNDLESS ENERGY™

Legal Department

American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
AEP.com

September 24, 2021

By Email

Teresa Ringenbach
Vice President, Business Development
Nationwide Energy Partners, LLC
230 West Street, Suite 200
Columbus, OH 43215
tringenbach@nationwideenergypartners.com

Steven T. Nourse
VP - Legal
(614) 716-1608 (P)
(614) 716-2014 (F)
stnourse@aep.com

Drew Romig, Esq.
Associate General Counsel
Nationwide Energy Partners, LLC
230 West Street, Suite 200
Columbus, OH 43215
dromig@nationwideenergypartners.com

Dear Ms. Ringenbach and Mr. Romig:

I write to respond formally to your request for Ohio Power Company ("AEP Ohio") to turn over to your company, Nationwide Energy Partners, LLC ("NEP"), the electric distribution service that AEP Ohio currently provides to approximately 1,000 end-use customers in five apartment complexes within AEP Ohio's certified territory: Norton Park, The Normandy, Gateway Lofts, Arlington Pointe, and the Edge at Arlington (collectively, the "Apartment Complexes"). We are denying this request on the ground that if NEP were to take over providing electric service to the customers at the Apartment Complexes, it would be operating unlawfully as a "public utility" and an "electric light company" under R.C. 4905.03.

As you know, AEP Ohio has long had concerns with the submetering practices of your company and the other large-scale third-party submetering companies operating in AEP Ohio's service territory. Nevertheless, based on then-applicable precedents of the Public Utilities Commission of Ohio ("Commission") and the Ohio Supreme Court, AEP Ohio has not objected to the previous requests of your company and others for AEP Ohio to install so-called "master meter" service at multifamily buildings so that your company can submeter and resell that service to the buildings' tenants.

Now, however, a recent decision of the Ohio Supreme Court has vacated these prior precedents and has instructed the Commission to consider anew the question of whether “it has jurisdiction” over NEP “based upon the jurisdictional statute” defining “public utility” and “electric light company” in Ohio. *In re Wingo*, 2020-Ohio-5583, ¶ 26 (Dec. 9, 2020).¹ As a result, whether NEP is operating as an unlawful “public utility” is an open question under Ohio law.

AEP Ohio’s position on this open question is that the new “big business . . . third-party reseller” business model described by the Court – and embodied by NEP – constitutes being “in the business of supplying” electric distribution service under the definition of “electric light company” in R.C. 4905.03. Consequently, unlike the situation where the property owner directly undertakes the internal distribution and provision of electric service to its tenants (landlord-tenant exception established under Ohio law), if NEP were to take over electric service to the customers at the Apartment Complexes, NEP would be operating as a “public utility” and would be in violation of the Certified Territory Act and numerous other statutes and regulations.

This is our position in this matter; we do not claim to have authority to provide a definitive interpretation of Ohio law. Rather, the question of whether NEP is a “public utility” will ultimately be decided by the Commission and, if applicable, by the Ohio Supreme Court on appeal. We will, of course, abide by any final order of the Commission and the Court on this question. Therefore, concurrently with this letter, we are filing a proceeding at the Commission under R.C. 4905.26 so that the Commission can provide a decision on this matter as soon as possible.

We also want to clarify that our action on this matter is timely in light of the *Wingo* proceedings. NEP first approached AEP Ohio about the Apartment Complexes in October 2020, approximately five months after *Wingo* had been fully briefed and argued to the Ohio Supreme Court. The *Wingo* decision was handed down on December 9, 2020, and the next day, December 10, 2022, counsel for AEP Ohio notified NEP’s representative that AEP Ohio was “re-evaluating our position in light of the Court’s ruling this week.” AEP Ohio expected that the question of whether NEP is operating as a public utility would be addressed in the *Wingo* remand. AEP Ohio had intervened in that case and expected to participate. On April 30, 2021, *Wingo* filed a voluntary “Notice of Dismissal.” Given the importance and wide-ranging impact of the issue, AEP Ohio waited for the

¹ In previous correspondence, you have suggested that prior precedents (including *FirstEnergy Corp. v. PUCO*, 2002-Ohio-4847, and *In re Complaint of Brooks*, Case No. 94-1987-EL-CSS), continue to control the question of whether NEP is a “public utility” and “electric light company” under Ohio law. We disagree. If those cases controlled, the Supreme Court would have applied them in *Wingo*. That the Court remanded the jurisdictional question in *Wingo* to the Commission necessarily entails that those prior precedents do not control, and whether NEP is a “public utility” is an open question that the Court “left to the PUCO in the first instance.” *In re Wingo*, 2020-Ohio-5583, ¶ 26.

Commission to determine whether to grant dismissal or to continue the inquiry as instructed by the Court, either by denying dismissal in the *Wingo* docket or by opening another appropriate docket such as an investigation. In a July 14, 2021 Entry, the Commission held that “once the Complainant filed her notice of dismissal, it became unnecessary to apply the jurisdictional test posited by the Court,” and it dismissed the *Wingo* complaint. Entry, *In re Complaint of Wingo*, Case No. 17-2002-EL-CSS (July 14, 2021); *see also id.* (“If the Complainant were to bring this complaint properly before the Commission again, it would apply the legal standards clarified by the Court to the applicable facts of the case.”). This letter and the action it describes followed timely thereafter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Drew Romig", is positioned below the "Sincerely," text.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

1/11/2022 3:38:47 PM

in

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

Summary: Motion Motion for Leave to File Amended Answer and Counterclaim,
Instantly electronically filed by Mr. Michael J. Settineri on behalf of Nationwide
Energy Partners, LLC