

Case Number

Public Utilities Commission of Ohio
AES Docketing
180 East Broad St.
Columbus, OH 43215

FILE

Formal Complaint Form

PUCO
JUN 30 PM 1:03
AES-DOCKETING DIV

Rachel Hart
Customer Name (Please Print)

1213Z OH 736
Customer Address

Marysville OH 43040
City State Zip

Against

N/A
Account Number

AES-Ohio
Utility Company Name

5266 Hedgewood Road
Customer Service Address (if different from above)
Columbus OH 43229
City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

I am filing this complaint to communicate an unreasonable practice of AES-Ohio. My home is on the border of territories of Union Rural Electric (URE) and AES-Ohio. The home is within the territory of AES. I received a quote for electric service of nearly \$30,000. URE quoted me \$2,500 for service if I was released from AES' territory. AES is refusing to release me from their territory. It is unreasonable for me to pay ten times more for electric service when my home is on the border of the territory. I expect I will be released from AES' territory or refunded the exorbitant amount when my case is reviewed. How is it possible that one company can offer service for \$2,500 and another for \$30,000?
Please review the attached documents and reach out to Mallorie Judd at AES - 937-331-4924 and Ron Rowling at URE - 614-778-2929

Rachel Hart
Signature

513-378-4057
Customer Telephone Number

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician EE Date Processed 7-1-2022

Upon the filing of a complaint by one hundred subscribers or five per cent of the subscribers to any telephone exchange, whichever number be smaller, or by the legislative authority of any municipal corporation served by such telephone company that any regulation, measurement, standard of service, or practice affecting or relating to any service furnished by the telephone company, or in connection with such service is, or will be, in any respect unreasonable, unjust, discriminatory, or preferential, or that any service is, or will be, inadequate or cannot be obtained, the commission shall fix a time for the hearing of such complaint.

The hearing provided for in the next preceding paragraph shall be held in the county wherein resides the majority of the signers of such complaint, or wherein is located such municipal corporation. Notice of the date, time of day, and location of the hearing shall be served upon the telephone company complained of, upon each municipal corporation served by the telephone company in the county or counties affected, and shall be published for not less than two consecutive weeks in a newspaper of general circulation in the county or counties affected.

Such hearing shall be held not less than fifteen nor more than thirty days after the second publication of such notice.



COST SUMMARY BREAKDOWN

1900 Dryden Road
Dayton, Ohio 45439

Billing Address:
MICHAEL AND RACHEL HART

12132 STATE-RT-736
MARYSVILLE, OH 43040

Mailing Date: 3/3/2022
Invoice Date: 2/23/2022
Invoice No. 10138124
Amount Due: \$29,569.54

Service Address:
12132 STATE-RT-736 MARYSVILLE

Description:																							
<p>Aid to Construction cost for the installation of single phase electric service at 12132 STATE-RT-736 MARYSVILLE, OH. This cost reflects a \$5,000 credit applied to the standard service installation cost plus applicable taxes.</p> <p>Project includes installing 3 poles, 3 spans of overhead primary cable, riser, single phase primary underground cable, and 1- 25kVA 120/240V padmount transformer.</p> <p>The following is a breakdown of the major cost components for this project:</p> <table style="margin-left: 40px; border: none;"> <tr><td colspan="2">Labor</td></tr> <tr><td>Includes Engineering, Real Estate, Hydro Vac, Flagging, Transportation & Construction)</td><td style="text-align: right;">\$14,120.00</td></tr> <tr><td>Materials</td><td style="text-align: right;">\$5,197.00</td></tr> <tr><td>+ Overheads</td><td style="text-align: right;"><u>\$2,149.00</u></td></tr> <tr><td>Standard Service</td><td style="text-align: right;">\$21,466.00</td></tr> <tr><td>- Credit</td><td style="text-align: right;"><u>\$5,000.00</u></td></tr> <tr><td>CIAC</td><td style="text-align: right;">\$16,466.00</td></tr> <tr><td>+ Tax Gross Up</td><td style="text-align: right;"><u>\$4,528.15</u></td></tr> <tr><td>Customer Cost</td><td style="text-align: right;">\$20,994.15</td></tr> <tr><td>Previous Extension Shared Cost</td><td style="text-align: right;">\$8,575.39</td></tr> <tr><td>TOTAL CUSTOMER COST</td><td style="text-align: right;">\$29,569.54</td></tr> </table>	Labor		Includes Engineering, Real Estate, Hydro Vac, Flagging, Transportation & Construction)	\$14,120.00	Materials	\$5,197.00	+ Overheads	<u>\$2,149.00</u>	Standard Service	\$21,466.00	- Credit	<u>\$5,000.00</u>	CIAC	\$16,466.00	+ Tax Gross Up	<u>\$4,528.15</u>	Customer Cost	\$20,994.15	Previous Extension Shared Cost	\$8,575.39	TOTAL CUSTOMER COST	\$29,569.54	\$29,569.54
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Project No. DUSDY.01.30.3558																							

Aid to Construction cost of \$29,569.54

THE DAYTON POWER & LIGHT COMPANY
ATTN: Pricing & Invoicing
1900 Dryden Rd
Dayton, Ohio 45439

DR/CR	ACCOUNT	SUB	CE NE	CENTER	SPEC ID	AMOUNT	DESCRIPTION 2	SU PO	DESCRIPTION 3
	PRIME			BUD CTR			WORK ORDER		VEH1 / VEH2
						\$29,569.54			

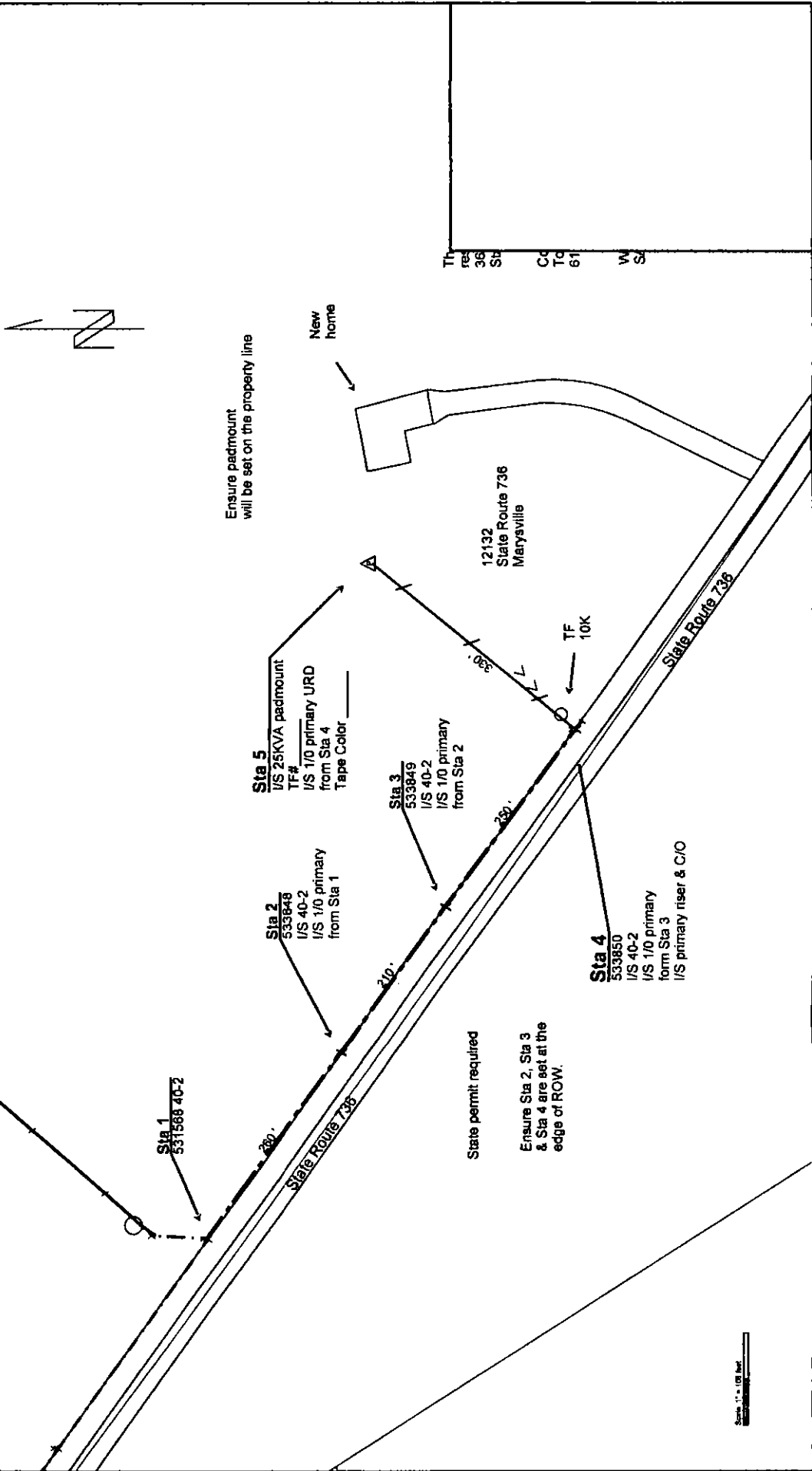
EMAIL TO:
FROM: Malorie Judd Tel (937) 331-4924 Email malorie.judd@aes.com

PROJECT # DUSDY.01.30.3558

AES Ohio Staking Sheet

BLANKET # DUSDY.01.33.0001

STAKEOUT NO. : 10138124	DESIGN TECH : DEEL, RYAN	PHONE : 331.755.0742	CUSTOMER NAME : MADLECBRAET CUSTOM HOMES, LLC.	SUBDIVISION : _____	ORID : L29-22-C1
DESIGN DATE : 1/20/2022	DESIGNATION : _____	Page : 2 of 2	ADDRESS : 12132 STATE-RI-736	TRENCHING PARTY : _____	CIRCUIT : CG120L TAPS : 3200/JUDAL
DESCRIPTION : _____	DESIGNER : _____	DATE : _____	TWP / CITY : MARYSVILLE	JOINT TRENCH : No	PHASE : C
			LOCATION : 0663 - Darby Twp, Union - OH480256830		UPLINE FUSE : ER826 SIZE : 20K



Date Printed 2/3/2022

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RESIDENTIAL LINE EXTENSION AGREEMENT (UPFRONT PAYMENT)
(Keep this for your copy)

This Agreement, made this _____ day of _____, _____ between The AES Corporation, hereinafter called the "Company", and MCHAEL AND RACHEL HART hereinafter called the "Applicant".

The Applicant(s) must demonstrate that he/she is the owner of the premises to be served. The Applicant(s) also promises to apply for electric service before they sign this Agreement.

The Company agrees to make a line extension in accordance with its general service rules and regulations as described in Tariff Sheet No. D12 filed with The Public Utilities Commission of Ohio. The Applicant agrees to receive and pay for Electric Service, as defined in Ohio Revised Code, Section 4933.81 (F), to be supplied to premises located at **12132 State Rt 736, Marysville (DP&L Project No. DUSDY.01.30.3558, StakeOut No. 10138124)** and in conformity with the applicable rates of the Company filed with The Public Utilities Commission of Ohio, as the same are now or may be in effect, from time to time. If the account to be served does not qualify for a residential non-demand rate, it then becomes a general service rate account with a demand type meter. The line extension and all other facilities erected or supplied by the Company shall be and remains the Company's property.

The Company will install electric distribution to serve said premises in accordance with the design of facilities as shown by Exhibit A, attached hereto and made a part of this agreement. **The Applicant** has been identified as the trenching party. Said allowance is based on the representation of the Applicant that **12132 State Rt 736, Marysville** will be directly connected to the electric distribution extension provided herein. This agreement is based upon the Company's ability to obtain Right of Way or easements for facilities described above. Should these or other factors reveal unanticipated costs, the parties will amend this Agreement to incorporate such costs.

The Company may make distribution additions and/or extensions to the extension provided for herein from the end of, or from any point in, said extension. Any such addition and/or extension shall be treated as a separate and new project, and the Company will not make refunds for premises served by any such addition and/or extension to the electric distribution extension provided for herein.

The Company will endeavor to complete the installation of this distribution extension within a reasonable time after the Applicant(s) sign this Agreement. However, completion may be delayed by the Company's inability to obtain right-of-way, or other materials of the size and kind required, or by regulation, order or decree of any governmental authority having actual or apparent jurisdiction over such matters prohibiting, postponing or delaying such completion, or by any cause beyond the control of the Company. In this event, the Company will not be responsible in damages, or otherwise, for failure to complete said installations within such time for any reason; provided, however that the Company will take all reasonable steps to complete such installation properly.

This Agreement is executed in part, upon the representations made by the Applicant at the time it signs this Agreement. If the Company determines that the Applicant has misrepresented any intentions in this regard and these misrepresentations cause the Company to incur expenses which it otherwise would not have incurred absent these misrepresentations, Applicant agrees to promptly reimburse the Company for all such expenses or correct the misrepresentation by fulfilling his/her obligations as promised hereunder.

Prior to scheduling the construction of this line extension, Applicant must pay the sum of **\$29,569.54**, for the Standard Service Installation cost of **\$20,994.15** that is in excess of the Upfront Credit of **\$5,000.00**, Premium Service Cost of **\$8,575.39** for **Previous Extension Shared Costs** as well as any costs associated with trenching/land clearing of **\$0.00**.

Pursuant to Ohio Administrative Code Rule 4901: 1-9-07 (F), if additional customers utilize all or part of this extension within 50 months after completion, the Applicant may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Applicant. The Applicant is responsible for notifying the Company when a new Applicant is connected and utilizes the extension associated with the installation cost that was paid.

IN WHICH WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first written above.

X

MCHAEL AND RACHEL HART

Project Completion Date (Office Use Only)

RESIDENTIAL LINE EXTENSION AGREEMENT (PAYMENT PLAN)

(Keep this for your copy)

This Agreement, made this _____ day of _____, _____ between The Dayton Power and Light Company, hereinafter called the "Company", and MCHAEAL AND RACHEL HART hereinafter called the "Applicant".

The Applicant(s) must demonstrate that he/she is the owner of the premises to be served. The Applicant(s) also promises to apply for electric service before they sign this Agreement.

The Company agrees to make a line extension in accordance with its general service rules and regulations as described in Tariff Sheet No. D12 filed with The Public Utilities Commission of Ohio. The Applicant agrees to receive and pay for Electric Service, as defined in Ohio Revised Code, Section 4933.81 (F), to be supplied to premises located at **12132 State Rt 736, Marysville (DP&L Project No. DUSDY.01.30.3558, StakeOut No. 10138124)** and in conformity with the applicable rates of the Company filed with The Public Utilities Commission of Ohio, as the same are now or may be in effect, from time to time. If the account to be served does not qualify for a residential non-demand rate, it then becomes a general service rate account with a demand type meter. The line extension and all other facilities erected or supplied by the Company shall be and remains the Company's property.

The Company will install electric distribution to serve said premises in accordance with the design of facilities as shown by Exhibit A, attached hereto and made a part of this agreement. The Applicant has been identified as the trenching party. Said allowance is based on the representation of the Applicant that **12132 State Rt 736, Marysville** will be directly connected to the electric distribution extension provided herein. This agreement is based upon the Company's ability to obtain Right of Way or easements for facilities described above. Should these or other factors reveal unanticipated costs, the parties will amend this Agreement to incorporate such costs.

The Company may make distribution additions and/or extensions to the extension provided for herein from the end of, or from any point in, said extension. Any such addition and/or extension shall be treated as a separate and new project, and the Company will not make refunds for premises served by any such addition and/or extension to the electric distribution extension provided for herein.

The Company will endeavor to complete the installation of this distribution extension within a reasonable time after the Applicant(s) sign this Agreement. However, completion may be delayed by the Company's inability to obtain right-of-way, or other materials of the size and kind required, or by regulation, order or decree of any governmental authority having actual or apparent jurisdiction over such matters prohibiting, postponing or delaying such completion, or by any cause beyond the control of the Company. In this event, the Company will not be responsible in damages, or otherwise, for failure to complete said installations within such time for any reason; provided, however that the Company will take all reasonable steps to complete such installation properly.

This Agreement is executed in part, upon the representations made by the Applicant at the time it signs this Agreement. If the Company determines that the Applicant has misrepresented any intentions in this regard and these misrepresentations cause the Company to incur expenses which it otherwise would not have incurred absent these misrepresentations, Applicant agrees to promptly reimburse the Company for all such expenses or correct the misrepresentation by fulfilling his/her obligations as promised hereunder.

The Applicant is responsible for the Standard Service Installation cost of **\$16,466.00** in excess of the Upfront Credit of **\$5,000.00**, the Premium Service Cost of **\$8,575.39** for Previous Extension Shared Costs, any costs associated with trenching/land clearing of **\$0.00**, carrying costs **\$6,306.40**, and applicable taxes **\$4,528.15**. The total amount to be paid by the Applicant based on the terms and conditions of this contract is **\$35,875.94**.

Applicant must pay to the Company, pursuant to Ohio Administrative Code Rule 4901:1-9-07 (D), a monthly sum of **\$711.81** which is equal to the Standard Service Installation in excess of the Upfront Credit, carrying costs, and applicable taxes. Applicant must pay each month, the monthly payment during the 50-month period of this agreement. When the Company has received 50 monthly payments as provided above, this agreement shall be satisfied. Failure to comply with the terms and conditions of this contract will result in the disconnection of electric service.

Prior to scheduling the construction for this line extension, Applicant must pay to the Company the sum of **\$711.81**, pursuant to Ohio Administrative Code Rule 4901:1-9-07 (D)(3), which includes the Premium Service Cost of **\$8,575.39**, cost associated with trenching/land clearing **\$0.00** and the first monthly payment of **\$711.81**.

Upon any change in ownership or customer status of the premises prior to the receipt by the Company of 50 payments as set forth in this Residential Line Extension Agreement, Applicant agrees to pay to the Company the remaining line extension balance in full.

Pursuant to Ohio Administrative Code Rule 4901: 1-9-07 (F), if additional customers utilize all or part of this extension within 50 months after completion, the Applicant may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Applicant. The Applicant is responsible for notifying the Company when a new Applicant is connected and utilizes the extension associated with the installation cost that was paid.

IN WHICH WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first written above.

X
MCHAEAL AND RACHEL HART

Project Completion Date (Office Use Only)

**Authorization to Install Underground and/or Overhead Electric Facilities
(Return this signed to AES)**

This letter authorizes the AES Corporation (AES) to proceed with the installation of the underground and/or overhead utilities located at: 12132 State Rt 736.

This confirms that:

1. Excavation to within six inches of final grade has been established over the underground or overhead electric construction routing.
2. All staking and street crossing ducts requested on AES project prints have been installed.
3. There is unobstructed access for AES to install facilities.

In advance of AES construction, please make sure you agree with our equipment locations. You will be responsible for any additional expenses incurred by DP&L as the result of grade changes, improperly identified property lines, street crossing ducts not installed, or facility relocation.

I have read and understand this authorization.

X _____
MICHAEL AND RACHEL HART

X _____
Date

DP&L Project No. DUSDY.01.30.3558
DP&L StakeOut No. 10138124