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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Application of Ohio)
Power Company and Columbus Southern) Case No. 10-2376-EL-UNC
Power Company for Authority to Merge)
and Related Approvals)

In the Matter of the Application of)
Columbus Southern Power Company and)
Ohio Power Company for Authority to) Case No. 11-346-EL-SSO
Establish a Standard Service Offer) Case No. 11-348-EL-SSO
Pursuant to §4928.143, Ohio Rev. Code,)
in the Form of an Electric Security Plan.)

In the Matter of the Application of)
Columbus Southern Power Company and) Case No. 11-349-EL-AAM
Ohio Power Company for Approval of) Case No. 11-350-EL-AAM
Certain Accounting Authority)

In the Matter of the Application of)
Columbus Southern Power Company) Case No. 10-343-EL-ATA
to Amend its Emergency Curtailment)
Service Riders)

In the Matter of the Application of)
Ohio Power Company) Case No. 10-344-EL-ATA
to Amend its Emergency Curtailment)
Service Riders)

In the Matter of the Commission Review of)
the Capacity Charges of Ohio Power) Case No. 10-2929-EL-UNC
Company and Columbus Southern Power)
Company.)

In the Matter of the Application of)
Columbus Southern Power Company) Case No. 11-4920-EL-RDR
for Approval of a Mechanism to Recover)
Deferred Fuel Costs Ordered Under)
Ohio Revised Code 4928.144)

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In the Matter of the Application of)
Ohio Power Company for Approval)
of a Mechanism to Recover) Case No. 11-4921-EL-RDR
Deferred Fuel Costs Ordered Under)
Ohio Revised Code 4928.144)

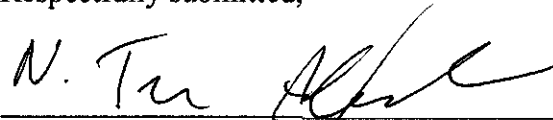
**FIRSTENERGY SOLUTIONS CORP.'S
NOTICE OF FILING DEPOSITION TRANSCRIPT**

FirstEnergy Solutions Corp. ("FES"), pursuant to O.A.C. 4901-1-21, hereby provides notice to all parties that it is filing the following deposition transcripts:

- Exhibit A- Stephen J. Baron

Dated: September 30, 2011

Respectfully submitted,



Mark A. Hayden (0081077)
FIRSTENERGY SERVICE COMPANY
76 South Main Street
Akron, OH 44308
(330) 761-7735
(330) 384-3875 (fax)
haydenm@firstenergycorp.com

James F. Lang (0059668)
Laura C. McBride (0080059)
N. Trevor Alexander (0080713)
CALFEE, HALTER & GRISWOLD LLP
1400 KeyBank Center
800 Superior Ave.
Cleveland, OH 44114
(216) 622-8200
(216) 241-0816 (fax)
jlang@calfee.com
lmcbride@calfee.com
talexander@calfee.com

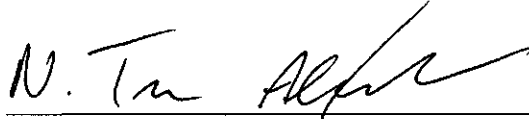
David A. Kutik (0006418)
JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114
(216) 586-3939
(216) 579-0212 (fax)
dakutik@jonesday.com

Allison E. Haedt (0082243)
JONES DAY
P.O. Box 165017
Columbus, OH 43216-5017
(614) 469-3939
(614) 461-4198 (fax)
aehaedt@jonesday.com

Attorneys for FirstEnergy Solutions Corp.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *FirstEnergy Solutions Corp.'s Notice of Filing Deposition Transcript* was served this 30th day of September, 2011, via e-mail upon the parties below.



One of the Attorneys for FirstEnergy Solutions Corp.

Steven T. Nourse
Matthew J. Satterwhite
Anne M. Vogel
American Electric Power Corp.
1 Riverside Plaza, 29th Floor
Columbus, Ohio 43215
stnourse@aep.com
mjsatterwhite@aep.com
amvogel@aep.com

Dorothy K. Corbett
Amy Spiller
Duke Energy Retail Sales
139 East Fourth Street
1303-Main
Cincinnati, Ohio 45202
dorothy.corbett@duke-energy.com
amy.spiller@duke-energy.com

Daniel R. Conway
Porter Wright Morris & Arthur
41 South High Street
Columbus, Ohio 43215
dconway@porterwright.com

David F. Boehm
Michael L. Kurtz
Boehm, Kurtz & Lowry
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
dboehm@bklawfirm.com
mkurtz@bklawfirm.com

Cynthia Fonner Brady
David I. Fein
550 W. Washington Street, Suite 300
Chicago, IL 60661
cynthia.a.fonner@constellation.com
david.fein@constellation.com

Terry L. Etter
Maureen R. Grady
Jeffrey L. Small
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
etter@occ.state.oh.us
grady@occ.state.oh.us
small@occ.state.oh.us

Richard L. Sites
Ohio Hospital Association
155 East Broad Street, 15th Floor
Columbus, Ohio 43215-3620
ricks@ohanet.org

Thomas J. O'Brien
Bricker & Eckler
100 South Third Street
Columbus, Ohio 43215-4291
tobrien@bricker.com

Shannon Fisk
2 North Riverside Plaza, Suite 2250
Chicago, IL 60606

Jay E. Jadwin
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor

sfisk@nrdc.org

John W. Bentine
Mark S. Yurick
Zachary D. Kravitz
Chester Willcox & Saxbe, LLP
65 East State Street, Suite 1000
Columbus, Ohio 43215
jbentine@cwslaw.com
myurick@cwslaw.com
zkravitz@cwslaw.com

Terrence O'Donnell
Christopher Montgomery
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
todonnell@bricker.com
cmontgomery@bricker.com

Jesse A. Rodriguez
Exelon Generation Company, LLC
300 Exelon Way
Kennett Square, Pennsylvania 19348
jesse.rodriguez@exeloncorp.com

Glen Thomas
1060 First Avenue, Ste. 400
King of Prussia, Pennsylvania 19406
gthomas@gtpowergroup.com

Henry W. Eckhart
2100 Chambers Road, Suite 106
Columbus, Ohio 43212
henryeckhart@aol.com

Christopher L. Miller
Gregory H. Dunn
Asim Z. Haque
Stephen J. Smith
Schottenstein Zox & Dunn Co., LPA
250 West Street
Columbus, Ohio 43215
cmiller@szd.com
ahaque@szd.com
ssmith@szd.com
gdunn@szd.com

Columbus, Ohio 43215
jejadwin@aep.com
Michael R. Smalz
Joseph V. Maskovyak
Ohio Poverty Law Center
555 Buttles Avenue
Columbus, Ohio 43215
msmalz@ohiopoveritylaw.org
jmaskovyak@ohiopoveritylaw.org

Lisa G. McAlister
Matthew W. Warnock
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
lmcaster@bricker.com
mwarnock@bricker.com

William L. Massey
Covington & Burling, LLP
1201 Pennsylvania Ave., NW
Washington, DC 20004
wmassey@cov.com

Laura Chappelle
4218 Jacob Meadows
Okemos, Michigan 48864
laurac@chappelleconsulting.net

Pamela A. Fox
Law Director
The City of Hilliard, Ohio
pfox@hilliardohio.gov

M. Howard Petricoff
Stephen M. Howard
Michael J. Settineri
Lija Kaleps-Clark; Benita Kahn
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, Ohio 43215
mhpeticoff@vorys.com
smhoward@vorys.com
mjsettineri@vorys.com
lkalepsclark@vorys.com
bakahn@vorys.com

Sandy Grace
Exelon Business Services Company
101 Constitution Avenue N.W., Suite 400 East
Washington, DC 20001
sandy.grace@exeloncorp.com

Kenneth P. Kreider
David A. Meyer
Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
kpkreider@kmklaw.com
dmeyer@kmklaw.com

Holly Rachel Smith
Holly Rachel Smith, PLLC
Hitt Business Center
3803 Rectortown Road
Marshall, Virginia 20115
holly@raysmithlaw.com

Gregory J. Poulos
EnerNOC, Inc.
101 Federal Street, Suite 1100
Boston, MA 02110
gpoulos@enernoc.com

Philip B. Sineneng
Terrance A. Mebane
Carolyn S. Flahive
Thompson Hine LLP
41 S. High Street, Suite 1700
Columbus, Ohio 43215
philip.sineneng@thompsonhine.com
carolyn.flahive@thompsonhine.com
terrance.mebane@thompsonhine.com

Gary A. Jeffries
Dominion Resources Services, Inc.
501 Martindale Street, Suite 400
Pittsburgh, PA 15212-5817
gary.a.jeffries@aol.com

Steve W. Chriss
Wal-Mart Stores, Inc.
2001 SE 10th Street
Bentonville, Arkansas 72716
stephen.chriss@wal-mart.com

Barth E. Royer
Bell & Royer Co., LPA
33 South Grant Avenue
Columbus, Ohio 43215-3927
barthroyer@aol.com

Werner L. Margard III
John H. Jones
William Wright
Thomas Lindgren
Assistant Attorneys General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, OH 43215
werner.margard@puc.state.oh.us
john.jones@puc.state.oh.us
William.wright@puc.state.oh.us
Thomas.Lindgren@puc.state.oh.us

Emma F. Hand
Douglas G. Bonner
Keith C. Nusbaum
Clinton A. Vince
SNR Denton US LLP
1301 K Street, NW, Suite 600, East Tower
Washington, DC 20005-3364
emma.hand@snrdenton.com
doug.bonner@snrdenton.com
keith.nusbaum@snrdenton.com
Clinton.vince@snrdenton.com

Samuel C. Randazzo
Joseph E. Oliker
Frank P. Darr
McNees Wallace & Nurick
21 East State Street, 17th Floor
Columbus, Ohio 43215
sam@mwncmh.com
joliker@mwncmh.com
fdarr@mwncmh.com

David M. Stahl
Arin C. Aragona
Scott C. Solberg
Eimer Stahl Klevorn & Solberg LLP
224 South Michigan Avenue, Suite 1100
Chicago, IL 60604
dstahl@eimerstahl.com
aaragona@eimerstahl.com
ssolberg@eimerstahl.com

John N. Estes III
Paul F. Wight
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Ave., N.W.
Washington, DC 20005
jestes@skadden.com
paul.wight@skadden.com

Christopher J. Allwein
Williams, Allwein and Moser, LLC
1373 Grandview Avenue, Suite 212
Columbus, Ohio 43212
callwein@williamsandmoser.com

Jay L. Kooper
Katherine Guerry
Hess Corporation
One Hess Plaza
Woodbridge, NJ 07095
jkooper@hess.com
kguerry@hess.com

Robert Korandovich
KOREnergy
P. O. Box 148
Sunbury, OH 43074
korenergy@insight.rr.com

Colleen L. Mooney
David C. Rinebolt
Ohio Partners for Affordable Energy
231 West Lima Street
Findlay, Ohio 45840
cmooney2@columbus.rr.com
drinebolt@ohiopartners.org

E. Camille Yancey
Nolan Moser
Trent A. Dougherty
Ohio Environmental Council
1207 Grandview Avenue, Suite 201
Columbus, Ohio 43212-3449
camille@theoec.org
nolan@theoeg.org
trent@theoeg.org

Joel Malina
Executive Director
COMPLETE Coalition
1317 F Street, NW
Suite 600
Washington, DC 20004
malina@wexlerwalker.com

Tara C. Santarelli
Environmental Law & Policy Center
1207 Grandview Avenue, Suite 201
Columbus, Ohio 43212
tsantarelli@elpc.org

Allen Freifeld
Samuel A. Wolfe
Viridity Energy, Inc.
100 West Elm Street, Suite 410
Conshohocken, PA 19428
afreifeld@viridityenergy.com
swolfe@viridityenergy.com

<p style="text-align: center;">BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO</p> <p>In the Matter of the Application of Ohio Power Company and Columbus Southern Power Company for Authority to Merge and Related Approvals Case No. 10-2376-EL-UNC</p> <p>In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to '4928.143, Ohio Rev. Code, in the Form of an Electric Security Plan In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Approval of Certain Accounting Authority Case No. 11-346-EL-SSO Case No. 11-348-EL-SSO</p> <p>In the Matter of the Application of Columbus Southern Power Company to Amend its Emergency Curtailment Service Riders Case No. 10-343-EL-ATA</p> <p style="text-align: center;">/ / / / / /</p> <p style="text-align: center;">TELEPHONIC DEPOSITION OF STEPHEN J. BARON</p> <p style="text-align: center;">SEPTEMBER 26, 2011 1:00 P.M. EST</p>	<p style="text-align: center;">1</p> <p>1 APPEARANCES</p> <p>2 On behalf of FirstEnergy Solutions Corp.:</p> <p>3 JONES DAY</p> <p>4 DAVID A. KUTIK, ESQ.</p> <p>5 North Point</p> <p>6 901 Lakeside Avenue</p> <p>7 Cleveland, Ohio 44114</p> <p>8 216.586.3939</p> <p>9 Dakutik@jonesday.com</p> <p>10</p> <p>11 On behalf of Ormet Primary Aluminum Corporation:</p> <p>12 SNR DENTON US LLP</p> <p>13 EMMA F. HAND, ESQ.</p> <p>14 1301 K Street, NW</p> <p>15 Suite 600, East Tower</p> <p>16 Washington, DC 20005-3364</p> <p>17 202.408.7094</p> <p>18 Emma.hand@snrdenton.com</p> <p>19 On behalf of AEP Ohio:</p> <p>20 PORTER WRIGHT</p> <p>21 DANIEL R. CONWAY, ESQ.</p> <p>22 41 South High Street</p> <p>23 Columbus, Ohio 43215-6194</p> <p>24 614.227.2270</p> <p>25 DConway@porterwright.com</p> <p>On behalf of Ohio Energy Group:</p> <p>BOEHM, KURTZ & LOWRY</p> <p>KURT J. BOEHM, ESQ.</p> <p>36 East Seventh Street</p> <p>Suite 1510</p> <p>Cincinnati, Ohio 45202</p> <p>513.421.2255</p> <p>KBoehm@bkllawfirm.com</p>
<p>1 In the Matter of the Application of Ohio Power Company to Amend its Emergency Curtailment Service Riders Case No. 10-344-EL-ATA</p> <p>2</p> <p>3 In the Matter of the Commission Review of the Capacity Charges of Ohio Power Company and Columbus Southern Power Company Case No. 10-2929-EL-UNC</p> <p>4</p> <p>5 In the Matter of the Application of Columbus Southern Power Company for Approval of a Mechanism to Recover Deferred Fuel Costs Ordered Under Ohio Revised Code 4928.144 Case No. 11-4920-EL-RDR</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: center;">TELEPHONIC DEPOSITION OF STEPHEN J. BARON</p> <p style="text-align: center;">September 26, 2011</p> <p style="text-align: center;">1:00 p.m. EST</p> <p style="text-align: center;">1420 Peachtree Street, NE Suite 800 Atlanta, Georgia</p> <p style="text-align: center;">Deborah P. Longoria, CCR B-1557, RPR</p>	<p style="text-align: center;">1</p> <p style="text-align: center;">2</p> <p style="text-align: center;">3</p> <p style="text-align: center;">4</p> <p style="text-align: center;">5</p> <p style="text-align: center;">6</p> <p style="text-align: center;">7</p> <p style="text-align: center;">8</p> <p style="text-align: center;">9</p> <p style="text-align: center;">10</p> <p style="text-align: center;">11</p> <p style="text-align: center;">12</p> <p style="text-align: center;">13</p> <p style="text-align: center;">14</p> <p style="text-align: center;">15</p> <p style="text-align: center;">16</p> <p style="text-align: center;">17</p> <p style="text-align: center;">18</p> <p style="text-align: center;">19</p> <p style="text-align: center;">20</p> <p style="text-align: center;">21</p> <p style="text-align: center;">22</p> <p style="text-align: center;">23</p> <p style="text-align: center;">24</p> <p style="text-align: center;">25</p> <p style="text-align: center;">INDEX TO EXAMINATIONS</p> <p style="text-align: center;">WITNESS: Stephen J. Baron</p> <p style="text-align: center;">Page</p> <p style="text-align: center;">Examination by Mr. Kutik 5</p> <p style="text-align: center;">Examination by Ms. Hand 41</p> <p style="text-align: center;">INDEX TO EXHIBITS</p> <p style="text-align: center;">(None Marked)</p> <p style="text-align: center;">PUCO</p> <p style="text-align: center;">2011 SEP 30 PM 3:08</p> <p style="text-align: center;">RECEIVED-DOCKETING DIV</p>



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<p>1 Telephonic Deposition of Stephen J. Baron 2 September 26, 2011 3 (Reporter disclosure made pursuant to Article 4 8.B. of the Rules and Regulations of the Board of 5 Court Reporting of the Judicial Council of Georgia.) 6 7 STEPHEN J. BARON, 8 having been first duly sworn, testifies as follows: 9 EXAMINATION 10 BY MR. KUTIK: 11 Q. What is your name? 12 A. Stephen Baron. 13 Q. Mr. Baron, other than you and the court 14 reporter, is there anyone else in the room with you? 15 A. No. 16 Q. What did you bring with you today for your 17 deposition? 18 A. I brought my testimony in this case. I 19 brought my testimony in a prior -- my direct 20 testimony in this case. When I -- let me clarify. 21 I brought my testimony in support of the 22 stipulation. I brought my prior testimony -- direct 23 testimony in this case. I brought a copy of the 24 stipulation, some work papers from Mr. Roush, a 25 couple of testimony from some of the AEP witnesses,</p>	<p>5 7 1 Mr. Roush. Did you also bring some work papers 2 relating to your work or work papers that you 3 generated? 4 A. Yes. I brought the work papers that had 5 been previously supplied, I think to Ormet, regarding 6 a calculation that I did on the load factor 7 provision. 8 Q. Can you give me the cite to the Supreme 9 Court decision that you have? 10 A. Well, a slip opinion -- I think it's slip 11 opinion No. 2011 Ohio 1788. 12 Q. And the name of the case? 13 A. In re: Application of Columbus Southern 14 Power Company, et al.; Office of the Ohio Consumers 15 Council, et al., Appellants; Public Utilities 16 Commission, et al., appellees. 17 Q. Thank you. You've testified in numerous 18 forums on numerous subjects relating to the 19 electricity market, correct? 20 A. Yes. 21 Q. And you would consider yourself an expert 22 on the PJM market? 23 A. Yes. In certain aspects, yes. 24 Q. And on the rules developed by PJM? 25 A. I've certainly reviewed them. I don't --</p>
<p>6 1 copies of interrogatory responses, some work papers. 2 I brought my iPad that has some electronic files, 3 though it's not open. 4 Q. Anything else? 5 A. Well, I've got a copy of the Supreme Court 6 decision regarding the statute, I guess. I've got a 7 copy of at least one Ormet order of the Commission. 8 That's pretty much what comes to mind. 9 Q. Okay. With respect to the testimony that 10 was filed, has your name on it, in July, would it be 11 agreeable with you to call that, for purposes of this 12 deposition, your direct testimony? 13 A. Yes. 14 Q. And with respect to the testimony that was 15 filed in your name in September, would it be okay 16 with you if we called that your stipulation 17 testimony? 18 A. Yes. 19 Q. You said that you have brought with you 20 some interrogatory responses. Are those 21 interrogatory responses by OEG to parties' discovery 22 propounded on OEG or something else? 23 A. The former. 24 Q. When you said that you brought some work 25 papers, you identified some work papers from</p>	<p>8 1 I could not cite to you every rule. I have in 2 various proceedings, including this one, reviewed 3 various provisions of the OATT of PJM, transmission 4 owner agreements in various forms; certainly 5 throughout my career, various aspects of those types 6 of documents and other documents, I've reviewed. 7 Q. So you may be an expert on some of the 8 rules promulgated by PJM but perhaps not all of the 9 rules? 10 A. Yes. I would say that's -- I mean that's 11 correct; I certainly am not familiar with all of the 12 rules. 13 Q. Are you familiar with something called a 14 Reliability Assurance Agreement? 15 A. I have reviewed that previously in the 16 course of my work. I think I may have reviewed it in 17 preparation, or at least some aspects of it, in 18 preparation of my direct testimony in this case. 19 Q. Do you consider yourself an expert on the 20 RAA? 21 A. To the extent that I understand the 22 provisions of the RAA, the implications, I would 23 consider myself an expert in some -- on some aspects. 24 Again, I cannot cite verbatim every element of the 25 RAA. In general I understand -- I have reviewed it.</p>



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Facsimile: 404.495.0766

2700 Centennial Tower
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Atlanta, GA 30303
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<p>1 I don't know -- I can't tell you that I've reviewed 2 every portion of it. 3 But as a general matter, I understand it, 4 at least with respect to issues that I've addressed 5 in various proceedings that I've been involved in. 6 Q. Would you consider yourself, at least, to 7 have a working knowledge of what you would consider 8 to be the salient provisions of the RAA? 9 A. I believe so. In general, like I said, I 10 haven't reviewed it recently, but I believe I 11 reviewed it at some point in preparation for my 12 direct testimony in this case. And I believe I had 13 reviewed some FERC proceedings involving AEP, the AEP 14 issue with regard to the capacity charges that AEP 15 would charge to CRES providers. 16 Q. I'm not sure whether you answered my 17 question. Do you believe you have a working 18 knowledge of the salient provisions of the RAA? 19 A. Yes. As a general matter, yes. Again, I 20 don't have a copy of it with me and I certainly 21 cannot tell you sitting here now that I've reviewed 22 every aspect of it. And certainly I don't -- since I 23 haven't reviewed it recently, I can't tell you 24 specific provisions. But as a general matter, I'm 25 familiar with it.</p>	<p>11 1 Q. Would it be fair to say that both of those 2 are statutes? 3 A. Yes. 4 Q. Would it be fair to say that both of those 5 relate to deregulation or partial deregulation of the 6 electric market in Ohio? 7 A. Yes. 8 Q. When was your first involvement in any 9 case that involved the deregulation of the electric 10 market in Ohio? 11 A. It would have been the cases that 12 occurred, I guess, in around the year 2000. I'm 13 looking now at my Exhibit SJB-1 from my direct 14 testimony to see if I can pin that down any more. 15 But basically, the proceedings, the 16 unbundling proceedings that each of the utilities 17 went through in Ohio to implement, I guess, SB3. 18 Q. Were those sometimes known as the ETP -- 19 as in Paul -- cases? 20 A. You know, I don't remember that 21 nomenclature. But I'm sure that that's probably -- 22 well, if you just give me a moment, let me see if I 23 can find the specific case. I'm just trying to 24 remember what year that might have been. 25 Q. Would you like me to give you a case</p>
<p>10 1 Q. Do you consider yourself an expert on the 2 Ohio market for electricity? 3 A. Some aspects of it. Not every aspect of 4 it. 5 Q. What aspects would you consider yourself 6 an expert on? 7 A. Understanding the fact that there are CRES 8 providers that provide retail electric service to 9 customers of electric distribution companies who 10 choose to shop in lieu of taking standard service 11 offer generation -- or energy and capacity. 12 Q. Do you consider yourself knowledgeable 13 about how electric distribution companies in Ohio are 14 currently supplying the standard service offer? 15 A. Generally. I am familiar with the 16 FirstEnergy companies, AEP companies, and Duke Energy 17 Ohio. 18 Q. And I understand that you are familiar 19 with the provisions of SB221? 20 A. Yes. 21 Q. And are you familiar with the provisions 22 of SB3? 23 A. At one time I was -- I believe I was quite 24 familiar with those. I haven't reviewed that 25 recently.</p>	<p>12 1 number? 2 A. Well, I tell you what, if you want to give 3 me a year, that would probably move it quicker. 4 Q. One of the cases I want to ask you about, 5 or companion cases, are 99-1729 and 99-1730. 6 A. Okay. Okay. And I do see the -- I see 7 one of them -- let's see. I do see the ETP 8 designation on one of the cases that I was in, which 9 was a Cincinnati Gas and Electric case. 10 Q. Did you participate in a similar case for 11 either of the two companies that constitute AEP Ohio? 12 A. I have a recollection that I did, but I've 13 got to locate it. It's possible that it settled and 14 I never did present testimony. 15 Q. That was my next question. Do you recall 16 whether there was a stipulation reached in that case? 17 A. It's my general recollection -- and I do 18 not see offhand any testimony. I know I was involved 19 in it. I had done some work in it, in the AEP case. 20 But I don't see any testimony. So I suspect that it 21 may have been resolved without me putting testimony 22 in. 23 Q. So is it the best of your recollection 24 that you believe that the ETP case involving the two 25 AEP Ohio companies was resolved by stipulation?</p>



ESQUIRE
an Alexander Gallo Company

Toll Free: 877.495.0777
Facsimile: 404.495.0766

2700 Centennial Tower
101 Marietta Street
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<p>13</p> <p>1 A. That's my recollection. But it's -- I</p> <p>2 don't have any -- I'm willing to accept that and</p> <p>3 generally that's my recollection.</p> <p>4 Q. Do you recall whether, as a result of any</p> <p>5 stipulation in that case or as a result of a</p> <p>6 Commission order in that case, those cases, whether</p> <p>7 there was any limitations on AEP Ohio or the two</p> <p>8 companies that make up AEP Ohio's ability to collect</p> <p>9 transition costs?</p> <p>10 A. I don't have a recollection of that.</p> <p>11 Q. In other words, you don't know one way or</p> <p>12 another?</p> <p>13 A. That's correct.</p> <p>14 Q. Now, you've testified on several occasions</p> <p>15 on behalf of the Ohio Energy Group, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And it would be fair to say that you are</p> <p>18 familiar with that organization?</p> <p>19 A. Yes.</p> <p>20 Q. Does it have any officers?</p> <p>21 A. I don't know.</p> <p>22 Q. Does it have a board?</p> <p>23 A. I don't know.</p> <p>24 Q. You do know who the members of that group</p> <p>25 are, do you not?</p>	<p>15</p> <p>1 speak with any members of OEG during negotiations of</p> <p>2 the stipulation?</p> <p>3 A. That's correct.</p> <p>4 Q. Have you spoken with any members of the</p> <p>5 OEG since the stipulation was signed about the</p> <p>6 stipulation?</p> <p>7 A. No.</p> <p>8 Q. And that would include the time since the</p> <p>9 filing of your stipulation testimony?</p> <p>10 A. The answer is no.</p> <p>11 Q. In other words, again, you have not spoken</p> <p>12 with any members of OEG about the stip?</p> <p>13 A. Correct.</p> <p>14 Q. Now, you have stated in your stipulation</p> <p>15 testimony what the views of OEG are, correct?</p> <p>16 A. Yes. And I've stated some, I think, my</p> <p>17 views and the views of OEG; that's correct.</p> <p>18 Q. And to the extent you've stated the views</p> <p>19 of OEG, would it be fair to say that you informed</p> <p>20 what the views of OEG are at least upon your</p> <p>21 discussions with counsel?</p> <p>22 A. That's correct.</p> <p>23 Q. You have a general belief about the merits</p> <p>24 of ESPs versus MROs, do you not?</p> <p>25 A. Yes, I do.</p>
<p>14</p> <p>1 A. I know who the member -- I'm looking at my</p> <p>2 stipulation testimony. And on Page 1, beginning at</p> <p>3 line 9, there's a list of the OEG members who take</p> <p>4 service from the AEP Ohio companies.</p> <p>5 Q. So you do know who the members are?</p> <p>6 A. Yes, with respect to the AEP companies.</p> <p>7 And I've -- I have testified on behalf of OEG</p> <p>8 members, OEG and FirstEnergy and in Duke Energy Ohio</p> <p>9 as well. But the -- I specifically have a list of</p> <p>10 the members of OEG who take service on the AEP</p> <p>11 system, AEP Ohio system.</p> <p>12 Q. Did you participate in the negotiations</p> <p>13 that led up to the stipulation in this case?</p> <p>14 A. No.</p> <p>15 Q. Were you consulted during those</p> <p>16 negotiations?</p> <p>17 A. I had some -- a couple of conversations</p> <p>18 with counsel during the negotiation.</p> <p>19 Q. Did you have discussions with anyone other</p> <p>20 than counsel about the stipulation? And again, I'm</p> <p>21 not talking about coworkers. I'm talking about</p> <p>22 anybody either outside your firm or outside your</p> <p>23 counsel's firm.</p> <p>24 A. No.</p> <p>25 Q. Would it be fair to say that you did not</p>	<p>16</p> <p>1 Q. And would it be fair to say that you</p> <p>2 believe that ESPs have an inherent advantage and</p> <p>3 benefit over MROs?</p> <p>4 A. As a general matter, that's true.</p> <p>5 Obviously, there can be designs or provisions of ESPs</p> <p>6 that, from my perspective, would make them less</p> <p>7 attractive than an MRO. But as a general matter, an</p> <p>8 ESP would be, in my view, more favorable than an MRO</p> <p>9 because of the ability of the Ohio Commission to make</p> <p>10 certain determinations to provide consumer</p> <p>11 protection.</p> <p>12 Q. Would you agree that one of the</p> <p>13 fundamental aspects of SB221 is that customers should</p> <p>14 be able to choose the lowest prices?</p> <p>15 A. Yes.</p> <p>16 Q. And if there is a market-based price</p> <p>17 that's lower than a cost-based price, a customer</p> <p>18 should be able to opt for service under the lower</p> <p>19 price, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And certainly, if it was the reverse; if</p> <p>22 the cost-based price was lower than the market-based</p> <p>23 price, then customers should be able to opt for</p> <p>24 service under that lowest price, correct?</p> <p>25 A. As a general matter, yes.</p>



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<p>1 Q. Would it be fair to say that an ESP is not 2 required to be cost based? 3 A. That's correct. There are certain aspects 4 or provisions that would be cost based, such as the 5 recovery of fuel costs, which by definition means 6 cost based. Environmental costs, if that's being 7 recovered, is another example. But the basic 8 underlying generation rates are not designed to be 9 cost based. 10 Q. So, for example, what we might call base 11 generation charges are not required to be cost based 12 under an ESP? 13 A. That's correct. 14 Q. And would it be fair to say that the base 15 generation charge that's proposed in the stipulation 16 is not cost based? 17 A. To the best of my knowledge, that would be 18 true. 19 Q. And is there any charge for which a number 20 has been provided by AEP in this case pursuant to the 21 stipulation where there has been a cost-based charge 22 that has been supported by evidence, statements? 23 A. The only -- are we talking about the 24 stipulation proceed -- Ormet case or the entire case? 25 Q. Let me back up. I am talking about the</p>	<p>17 1 supported on a cost basis is the FAC? 2 A. Yes. And again, I don't actually recall 3 whether there was evidence presented in this 4 stipulation testimony regarding the FAC. But, of 5 course, my understanding of the FAC is that it would 6 be cost based. 7 There may have been some evidence 8 presented related to the recovery of deferred fuel 9 costs. But I just don't -- I haven't done a review 10 sufficient to answer that. 11 I will agree with, I think your question, 12 that I can't point to anything that I recall that was 13 related to cost based but it doesn't mean that it's 14 not in there. 15 Q. When companies have provided standard 16 service offer service under an ESP, some companies 17 have procured that load based upon a competitive 18 bidding process, correct? 19 A. Yes. 20 Q. And particularly the FirstEnergy Ohio 21 utilities have done that? 22 A. Yes. 23 Q. Would it be fair to say that when an ESP 24 is based upon a competitive bidding process, shopping 25 can be fairly rigorous in that company's service</p>
<p>18 1 stipulation. 2 A. Okay. The stipulation, I think that's 3 correct. I'm just trying to recall whether there may 4 have been some evidence presented as to what the FAC 5 was going to be; there may have been. 6 But other than that, I think with respect 7 to generation-related charges, I think that's true 8 what you said. I would agree that it's not -- 9 there's not a focus on cost-based support for the -- 10 certainly for the generation rate. 11 Q. So is it your understanding that other 12 than with respect to the FAC, there is no support for 13 any charge on a cost basis? 14 A. Well, I don't -- I really can't answer 15 that. In the stipulation itself, I don't recall 16 seeing any information on that. I have only been 17 able to briefly review the testimony filed by AEP, so 18 it's possible that there is information in the 19 testimony that addresses some cost-based aspect of 20 some provision. But I -- so I can't really answer 21 beyond that. 22 Q. So as you sit here today, based upon what 23 you know and don't know and based upon the cursory 24 review that you may have given to AEP-filed 25 information, the only thing you can recollect that is</p>	<p>20 1 territory? 2 A. I would think it can be. I haven't 3 actually reviewed the shopping statistics to know any 4 specific case, even with regard to the FirstEnergy 5 companies in recent time. 6 So I would expect that under a competitive 7 bid process the generation -- the standard service 8 offer generation rates would be approximately equal 9 to the market prices, and so there would be less of a 10 differential. But I haven't done any analysis with 11 regard to how robust the shopping is on, say, the 12 FirstEnergy companies. 13 Q. You have not reviewed shopping figures 14 within the FirstEnergy company's service territory? 15 A. Not -- certainly not recently. 16 Q. So it would be fair to say that you don't 17 even have an impression that shopping within the 18 FirstEnergy company's service territory is higher 19 than anywhere else in the state? 20 A. Again, I haven't reviewed it so I haven't 21 made that kind of comparison so I can't answer that 22 one way or the other. 23 Q. I used the word "impression," so that 24 means doesn't necessarily have to be based upon 25 specific data but based upon an impression.</p>



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<p>21</p> <p>1 A. I don't. I don't have an impression one 2 way or the other.</p> <p>3 Q. You're familiar with a rider called Rider 4 MTR that's been proposed in the stipulation?</p> <p>5 A. Yes.</p> <p>6 Q. And would it be fair to say that Rider MTR 7 is not cost based?</p> <p>8 A. That's correct.</p> <p>9 Q. Is your understanding that that rider is 10 designed to be revenue neutral, correct?</p> <p>11 A. It's designed to be revenue neutral except 12 in 2012.</p> <p>13 Q. In 2012 it will generate additional 14 revenues for the AEP Ohio companies, correct?</p> <p>15 A. Yes.</p> <p>16 Q. To the tune of what?</p> <p>17 A. I think AEP is estimated approximately 18 \$6 million per quarter and that it would be, to the 19 extent that there is a securitization, it would 20 change during 2012. But the estimate is \$6 million 21 per quarter.</p> <p>22 Q. And you don't view the MTR rider as a 23 generation-related charge?</p> <p>24 A. That's correct.</p> <p>25 Q. It's certainly not wires related, is it?</p>	<p>23</p> <p>1 Q. For example, one rider is the FAC, 2 correct?</p> <p>3 A. Yes.</p> <p>4 Q. That's generation related?</p> <p>5 A. Yes. I would agree with that.</p> <p>6 Q. Now, you're aware in this case prior to 7 the stipulation that AEP proposed a certain charge 8 for a capacity to be provided or to be charged to 9 CRES providers, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And that charge was in the neighborhood of 12 \$355 per megawatt-day?</p> <p>13 A. Yes. That's my recollection.</p> <p>14 Q. Did OEG take a view, to your 15 understanding, as to whether that was an appropriate 16 charge?</p> <p>17 A. It's my recollection that OEG did take a 18 position.</p> <p>19 Q. And the position was that it was not an 20 appropriate charge, correct?</p> <p>21 A. That's correct.</p> <p>22 Q. OEG took the position that the appropriate 23 charge for capacity to CRES providers should be an 24 RPM-based charge or price, correct?</p> <p>25 A. Yes.</p>
<p>22</p> <p>1 A. No. It's a rate-design provision.</p> <p>2 Q. And it's a rate-design provision that 3 adjusts the generation-related charges, does it not?</p> <p>4 A. It actually adjusts -- it's a rider that 5 actually adjusts the total bill of the company -- 6 that the company imposes on customers.</p> <p>7 Q. So it doesn't adjust the generation 8 portion of the bill?</p> <p>9 A. It's a rider. And so you could -- you 10 could -- it adjusts the total bill that the customer 11 pays. In other words, the base generation charge is 12 a stated charge. The FAC is a stated charge. And 13 then there's a transition rider, either a credit or a 14 charge. And so it does adjust the total bill that a 15 customer pays.</p> <p>16 Q. Well, I guess my question was: Does it 17 adjust the generation portion of the charge?</p> <p>18 A. I think I answered that. It adjusts the 19 total bill. It doesn't change the generation charge. 20 It changes the total bill that the customer pays.</p> <p>21 Q. Would it be fair to say that just because 22 something is a rider, it doesn't mean it can't be 23 generation related?</p> <p>24 A. I think that's, as a general hypothetical, 25 that's true.</p>	<p>24</p> <p>1 Q. Are you familiar with what the RPM prices 2 will be during the proposed ESP?</p> <p>3 A. Yes. I was generally familiar with those. 4 And I did recall in one of the -- in testimony that I 5 reviewed today -- I think this morning, one of the 6 AEP witnesses may have provided a summary of that. 7 But --</p> <p>8 Q. I'm not going to ask you about exact 9 numbers.</p> <p>10 A. Yes, I'm generally familiar with it. I 11 know there was a recent auction, I believe in May of 12 this year, that set the new rates through two 13 thousand -- well, up until, I guess, May 2015.</p> <p>14 Q. And is it, based upon what you can recall 15 about the RPM prices, would it be fair to say that 16 the RPM prices that will be in existence during the 17 proposed period of the ESP are less than \$355 per 18 megawatt-day?</p> <p>19 A. Yes. I would agree with that.</p> <p>20 Q. Would it be fair to say that the RPM 21 prices that will be in effect during the proposed ESP 22 will be less than \$255 per megawatt-day?</p> <p>23 A. Yes.</p> <p>24 Q. Now, as part of your work in this case, 25 did you undertake to study or analyze the effect of</p>



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<p>25</p> <p>1 capacity prices at 355 or 255 on shopping?</p> <p>2 A. No, I did not.</p> <p>3 Q. Have you seen any such studies or</p> <p>4 analyses?</p> <p>5 A. Not that I recall, no.</p> <p>6 Q. Have you undertaken any study or analysis</p> <p>7 of the effect of capacity prices on shopping at all?</p> <p>8 A. I'm sorry. I think the last part of your</p> <p>9 sentence was cut off.</p> <p>10 Q. The last two words were "at all."</p> <p>11 A. Okay. Could -- have I -- could you repeat</p> <p>12 it again? I'm sorry.</p> <p>13 Q. Sure. My question is: Have you done any</p> <p>14 study or analysis of the effect of capacity prices on</p> <p>15 shopping at all?</p> <p>16 A. No.</p> <p>17 Q. Have you seen any studies or analyses on</p> <p>18 that subject?</p> <p>19 A. Not that I recall.</p> <p>20 Q. Do you believe that capacity prices do</p> <p>21 have an effect on shopping?</p> <p>22 A. Well, they can have an effect on shopping</p> <p>23 all else being equal; meaning that, if the price to</p> <p>24 compare of the standards service offer rate is fixed</p> <p>25 at some level, all else being equal I would expect</p>	<p>27</p> <p>1 Q. Well, that wasn't my question. And it's</p> <p>2 not your fault. It was probably an ill-phrased</p> <p>3 question, so let me try it a different way.</p> <p>4 What I want to know is: Comparing the</p> <p>5 capacity that's provided, other than the price that's</p> <p>6 paid, is there any difference?</p> <p>7 A. Not to my knowledge.</p> <p>8 Q. So that capacity that would be received by</p> <p>9 a customer paying 255 is not different from the</p> <p>10 capacity that's received from a customer who's paying</p> <p>11 RPM?</p> <p>12 A. That's correct. That's my understanding.</p> <p>13 Q. Now the ability of customers, shopping</p> <p>14 customers, under the stipulation to pay for service</p> <p>15 based upon an RPM capacity price is in part based</p> <p>16 upon the priority that they get, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And the priority is set out in Appendix C</p> <p>19 of the stipulation by virtue of the definition of</p> <p>20 five groups?</p> <p>21 A. Yes. I would agree with that.</p> <p>22 Q. And one group consists of those customers</p> <p>23 who are shopping as of July of this year, correct?</p> <p>24 A. Yes.</p> <p>25 Q. Another group consists of customers who</p>
<p>26</p> <p>1 that the higher the charge to shopping customers, the</p> <p>2 all-in charge to shopping customers, the less</p> <p>3 attractive, relatively speaking, shopping would be.</p> <p>4 That seems relatively straightforward from an</p> <p>5 economic analysis standpoint.</p> <p>6 Q. Under the set-aside provisions of the</p> <p>7 stipulation and obviously -- let me back up.</p> <p>8 When I say the set-aside provisions of the</p> <p>9 stipulation, do you understand what I mean?</p> <p>10 A. Yes, I do.</p> <p>11 Q. And specifically we're talking about,</p> <p>12 among other things, Appendix C?</p> <p>13 A. Yes.</p> <p>14 Q. Under the set-aside provisions of the</p> <p>15 stipulation, is the capacity that is received by a</p> <p>16 shopping customer that pays a capacity price at the</p> <p>17 RPM level any different than the capacity that a</p> <p>18 shopping customer gets and pays a price of 255?</p> <p>19 A. Yes. And let me make sure I understand.</p> <p>20 I'll try to rephrase your question in my -- in a full</p> <p>21 answer.</p> <p>22 That to the extent that a shopping</p> <p>23 customer receives the RPM rate pursuant to the</p> <p>24 set-aside provision, that RPM rate will be lower than</p> <p>25 what's referred to as the interim rate, the 255 rate.</p>	<p>28</p> <p>1 were shopping as of September 7th of this year,</p> <p>2 correct?</p> <p>3 A. Yes.</p> <p>4 Q. Is there any basis to distinguish those</p> <p>5 two groups?</p> <p>6 A. I'm not sure I understand what you mean</p> <p>7 "basis."</p> <p>8 Q. Well --</p> <p>9 A. Except -- I mean the provisions of the two</p> <p>10 -- there's two groups; they have two definitions as</p> <p>11 to when the customer first took service from a CRES</p> <p>12 provider; that's a distinction. Beyond that, I don't</p> <p>13 believe there's any difference.</p> <p>14 Q. Well, let me ask my question a slightly</p> <p>15 different way. Customers who have been shopping as</p> <p>16 of July of this year are in group one, and customers</p> <p>17 who are shopping as of September 7 are in group two,</p> <p>18 correct?</p> <p>19 A. Who began taking service -- when you say</p> <p>20 shopping, who began shopping on those two dates,</p> <p>21 that's correct.</p> <p>22 Q. And group one customers have a priority</p> <p>23 that's higher than group two customers, correct?</p> <p>24 A. Yes.</p> <p>25 Q. And I guess my question is: Other than</p>



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<p>29</p> <p>1 the date that they started taking service, is there a 2 basis to distinguish why group one customers should 3 receive a higher priority than group two? 4 A. Not that I'm aware of. But I -- I'm 5 basing that on my review of Appendix C. I don't see 6 any other distinction. 7 Q. Is -- I'll back up. 8 Are you familiar with the various 9 long-term forecasts of the electric distribution 10 utilities in Ohio? 11 A. I've seen some forecasts. And I guess 12 really to be -- I'm not sure it's going to make any 13 difference in my answer, but are you speaking of 14 forecasts of load, forecasts of prices? What -- 15 Q. Well, you're familiar with something 16 called the long-term forecast report, are you not? 17 A. I have seen that -- those documents in the 18 past. I think those are long-term load and energy 19 forecasts. 20 Q. Okay. And have you seen such documents 21 for all of the electrical distribution utilities in 22 Ohio? 23 A. Perhaps I've seen those over time. I 24 haven't reviewed any recently for any company. 25 Q. Do you have an understanding or a view as</p>	<p>31</p> <p>1 understanding of the generation capacity of AEP Ohio. 2 AEP Ohio is generally considered to be long on 3 capacity? 4 A. That's my recollection, yes. I believe -- 5 or at least with respect to energy, that's my 6 recollection. But I -- again, I haven't really 7 reviewed any of that information in this case, and so 8 that's just an impression I have. 9 Q. And so you don't know whether with respect 10 to capacity, as opposed to energy, AEP is also long? 11 A. That's -- it's my -- my recollection or 12 impression is that the combined companies are long on 13 capacity but, again, I haven't -- with respect to the 14 AEP system. 15 But again, I haven't reviewed any of that 16 data in quite some time. I know that there's some 17 retirements being proposed that could have an impact 18 on that. So I just haven't done an analysis of that. 19 Q. But with respect to the impression that 20 you have, are you aware of any date in the future 21 where AEP Ohio is not expected to be long on 22 capacity? 23 A. Again, I haven't done an analysis, so I 24 really can't answer that. 25 Q. Is it your impression that AEP Ohio will</p>
<p>30</p> <p>1 to whether Ohio is a net importer or exporter of 2 generation? 3 A. I haven't reviewed any specific 4 statistics. But my general impression would be that 5 Ohio would be an exporter. But I haven't actually 6 reviewed any statistics on that subject in quite some 7 time. 8 Q. And understanding that you have not 9 reviewed this data in quite some time, at least it's 10 your impression that Ohio is a net exporter of 11 generation? 12 A. Well, I'm generally familiar with AEP Ohio 13 with regard to transactions in the AEP interchange -- 14 interconnection agreement. And I believe the AEP 15 Ohio companies, in total, are long capacity in 16 energy. 17 And I believe -- my recollection is that 18 with regard to FirstEnergy -- I have this 19 recollection I was in a case in a FirstEnergy 20 Corporation subsidiary, Met-Ed and Penelec, a couple 21 of years ago. And my recollection is that the Ohio 22 generation facilities served load for those two 23 Pennsylvania companies. So that's the basis for my 24 impression. 25 Q. Let me talk to you about your</p>	<p>32</p> <p>1 be long on capacity at least through the proposed ESP 2 period? 3 A. I don't know. 4 Q. Now, is it correct to say that you have 5 not done any type of quantification of benefits 6 comparing the ESP and an MRO? 7 A. That's correct, certainly with regard to 8 the stipulation. 9 Q. And you have participated, have you not, 10 in a few of these ESP cases, correct? 11 A. Yes. 12 Q. And you have seen companies and other 13 witnesses provide such quantification, correct? 14 A. Yes. That's correct. 15 Q. Now, and you're also familiar, are you 16 not, with how MRO prices are required to be set? 17 A. Yes, with regard to the statutory 18 provision of an awaiting of market and ESP prices, 19 the phase-in over a five-year period, if that's what 20 you're referring to. 21 Q. Correct. And that phase-in that you talk 22 about for an MRO is an important -- has an important 23 role in achieving price stability in the first few 24 years of an MRO, correct? 25 A. Yes. All else being equal, that it would</p>



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<p>1 tend to -- certainly with regard to non fuel-related 2 costs, it would have the effect of mitigating full 3 market prices. So it does provide that stability to 4 some extent. 5 Q. Now, the statute that we're talking about, 6 I will refer to, it requires a blending. Is that a 7 term that's okay with you? 8 A. Yes. I think that's usually how it's 9 referred to, a blending, as opposed to a phase -- 10 when I say "phase-in," it was the same as a blending. 11 Q. And the things that were blending under 12 that part of the statute is what we'll call the 13 legacy ESP price and the new MRO, or a competitive 14 bidding process price, correct? 15 A. And it, basically, blending of the legacy 16 ESP and market, which would then form the MRO price. 17 Q. And that blending is required if a company 18 owns generation that is used and useful as of 19 July 31st, 2008, correct? 20 A. That's my recollection, yes. 21 Q. And it's also required if the MRO is the 22 first MRO that is filed by the company? 23 A. Yes. That's my recollection. 24 Q. So that if AEP Ohio were to have an MRO, 25 the blending statute would apply to AEP Ohio,</p>	<p>33 1 facilities sometime during the MRO? 2 MR. BOEHM: Same objection. 3 THE WITNESS: I don't recall one way or 4 the other a provision like that. 5 Q. (By Mr. Kutik) Let me have you refer to 6 your stipulation testimony. 7 A. Okay. 8 Q. Let me have you refer to Page 3. Are you 9 there, sir? 10 A. I'm on Page 3. 11 Q. And I want to specifically refer you to 12 the sentence that begins on line 21 and ends at line 13 23, which reads as follows: 14 "While the stipulation includes a 15 divestiture of existing generation within the context 16 of an ESP, the stipulation will not result in 17 absolute deregulation because of the provision 18 allowing for utility ownership of at least a new 19 500-megawatt gas combined-cycle power plant." 20 Did I read that correctly? 21 A. Yes. 22 Q. The power plant that you're referring to, 23 is that the unit that has been called MR6? 24 A. I believe so. Yes. 25 Q. Do you know whether the MR6 unit will be</p>
<p>34 1 correct? 2 A. That would be my understanding. 3 Q. And that blending statute calls for a 4 five-year blending period, correct? 5 MR. BOEHM: I'm going to object at this 6 point. We're getting into a legal matter or 7 legal opinions here. 8 Q. (By Mr. Kutik) Can you answer my 9 question, sir? 10 A. Could you repeat the last question? 11 (The record was read by the reporter.) 12 THE WITNESS: The statute calls for a 13 minimum five-year blending period with possible 14 extensions for up to ten years depending on the 15 Commission determination of the impact of market 16 prices. 17 Q. (By Mr. Kutik) So that the five-year 18 period that's called for in the blending statute, as 19 far as you understand it, is a minimum period during 20 which blending would occur? 21 MR. BOEHM: Same objection. 22 THE WITNESS: That's my recollection. 23 Q. (By Mr. Kutik) Is there anything that 24 you're aware of in the statute that says that a 25 company can stop blending if it sells its generation</p>	<p>36 1 built without prior Commission approval of a 2 nonbypassable rider for the recovery of the cost of 3 the construction of that plant? 4 A. It's my understanding that the Commission 5 would have to approve the construction of the plant. 6 Q. Right. Well, in other words, so that the 7 plant would not be built without prior Commission 8 approval; is that your understanding? 9 A. Yes. I think -- let me -- if you give me 10 a moment, let me just review the stipulation. 11 Q. Sure. 12 A. The stipulation on Page 19 does refer to 13 the MR6 unit to be recovered upon approval of a new 14 generation rate mechanism under a statutory 15 provision. And it would be my understanding that the 16 Commission would have to approve the unit. 17 Q. Before it's built? 18 A. I'm assuming that. But that, I can't tell 19 you -- I'm not sure whether this requires -- I'm 20 assuming it's a new unit that would be constructed. 21 But I just don't know with specificity whether I can 22 agree with the way you phrase the question. So -- 23 Q. So the answer to my question whether the 24 stipulation requires Commission approval before the 25 plant can be built, your answer is "I don't know"?</p>



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<p>1 A. Yes. My understanding is that it would 2 have to be -- the Commission would have to approve 3 the project before cost recovery. And I'm -- but I 4 just -- I don't know whether to the extent that it 5 would have to be approved before construction was 6 started or at some point.</p> <p>7 Obviously, as a practical matter, if AEP 8 were intending to build the plant and seek cost 9 recovery, I would assume, based on my experience in 10 the electric utility industry, that the company would 11 request approval prior to expenditures of capital, 12 meaning construction, began -- before construction 13 begins. But I don't know whether that's a specific 14 requirement.</p> <p>15 Q. Well, would it be fair to say that there 16 is nothing in the stipulation that precludes AEP from 17 coming in to the Commission and seeking approval of 18 construction costs prior to the plant being built?</p> <p>19 A. I would agree with that.</p> <p>20 Q. And so it may well be the case that if AEP 21 goes in to seek such approval, the Commission could 22 deny it, correct?</p> <p>23 A. Yes. I would assume so.</p> <p>24 Q. And in that case it's possible that there 25 never will be a 500-megawatt gas combined-cycle power</p>	<p>37</p> <p>1 Q. Do you have a recommendation in that 2 regard?</p> <p>3 A. I haven't studied that aspect sufficiently 4 to form an opinion. I do believe that when and if 5 the company makes a filing seeking approval of such a 6 project, the company has the burden to present 7 economic analyses demonstrating that it's a 8 least-cost investment and will benefit Ohio 9 consumers, certainly if it's going to seek the 10 establishment of a nonbypassable charge through the 11 GRR; to the extent that the actual cost of the 12 project deviated from the assumptions used in the 13 initial approval, that it certainly may be reasonable 14 for parties or the Commission to raise issues. But I 15 just haven't focused on that and what the procedures 16 should be.</p> <p>17 Q. Is it the case that the stipulation 18 proposes a pool termination or modification charge?</p> <p>19 A. If you'll just give me a moment to review 20 it. I do recall that there are provisions in the 21 stipulation that address the pool termination issue. 22 I haven't found that provision yet, so I'm still 23 reviewing it.</p> <p>24 I just -- I would have to review this in 25 more detail to answer. So I don't know.</p>
<p>38</p> <p>1 plant that would be owned by AEP Ohio?</p> <p>2 A. Under a scenario where the Commission does 3 not approve recovery under the GRR, it may well -- 4 that's certainly a hypothetical outcome.</p> <p>5 Q. And would it be fair to say that you could 6 have the same hypothetical outcome relating to the 7 Turning Point facility?</p> <p>8 A. I don't know. I don't know the status -- 9 I have not focused on that project, and I don't know 10 the status of the project.</p> <p>11 Q. What's your understanding of how the 12 approval process for Rider GRR will work?</p> <p>13 A. I don't know. I assume that the company 14 would be required to make a filing with the 15 Commission, providing evidence that their proposed 16 project would be economic, reasonably prudent in the 17 public interest, and that other parties of the 18 proceeding that would presumably take place could 19 present other evidence if they so chose. But the 20 company would have a burden to present evidence that 21 it was an economic decision.</p> <p>22 Q. Would the company be providing evidence of 23 prospective cost data or would it be an 24 after-the-fact cost review or both?</p> <p>25 A. I don't know.</p>	<p>40</p> <p>1 Q. Okay. Would a pool termination 2 modification rider be generation related?</p> <p>3 A. Not necessarily. It depends on the costs 4 that are being recovered.</p> <p>5 Q. If the costs were differences between what 6 AEP Ohio could sell its capacity in the marketplace 7 versus what it was selling under its pool agreements 8 or the difference in the price of energy sold in the 9 market by AEP Ohio versus energy sold under the pool 10 agreements, would you view those types of charges as 11 being generation related?</p> <p>12 A. I don't know. It would have -- I would 13 have to really evaluate the proposal in detail, with 14 specificity to really be able to answer that 15 question. I just don't know.</p> <p>16 MR. KUTIK: Give me a moment, please. 17 Mr. Baron, as much as it's always the usual 18 pleasure to talk with you, I have no further 19 questions at this time.</p> <p>20 THE WITNESS: Thank you very much.</p> <p>21 MR. KUTIK: I believe that Ms. Hand has 22 some questions for you.</p> <p>23 THE WITNESS: All right.</p> <p>24 MS. HAND: I do. Hello, Mr. Baron. Good 25 to speak with you again.</p>



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<p>1 THE WITNESS: Good to speak with you.</p> <p>2 MS. HAND: I probably have about 15 or</p> <p>3 20 minutes. Do you need a break before we get</p> <p>4 into it?</p> <p>5 THE WITNESS: Yes. Maybe a five-minute</p> <p>6 break, if that's okay.</p> <p>7 MS. HAND: Okay. Let's take a five-minute</p> <p>8 break then.</p> <p>9 (Recess from 2:08 p.m. to 2:15 p.m.)</p> <p>10 EXAMINATION</p> <p>11 BY MS. HAND:</p> <p>12 Q. Mr. Baron, I'll keep using the "direct</p> <p>13 testimony" and "stipulation testimony" terminology</p> <p>14 that Mr. Kutik was using. I also wanted to make sure</p> <p>15 that you understand if I refer to Ormet's unique</p> <p>16 arrangement or special arrangement, I'm referring to</p> <p>17 the power agreement entered into and approved by the</p> <p>18 Commission in Case No. 09119.</p> <p>19 A. Yes.</p> <p>20 Q. Okay. So we're familiar with that. As I</p> <p>21 go along, if you don't understand the question or any</p> <p>22 of the terms I use or if anything is unclear to you,</p> <p>23 please stop me and ask me to clarify and I'll be</p> <p>24 happy to do so.</p> <p>25 A. All right.</p>	<p>41</p> <p>1 response, which looks like it's on about Page 8.</p> <p>2 A. Okay. I'm on Page 8.</p> <p>3 Q. The last sentence there at the bottom of</p> <p>4 Page 8, the sentence reads: "This would be an</p> <p>5 unreasonable result given that Ormet's unique</p> <p>6 arrangement likely provides electric service to Ormet</p> <p>7 at a rate that is lower than any other customer in</p> <p>8 Ohio."</p> <p>9 Now you see that passage there?</p> <p>10 A. Yes, I do.</p> <p>11 Q. Okay. Have you conducted a study</p> <p>12 comparing Ormet's rate to the rates of all other</p> <p>13 customers in Ohio?</p> <p>14 A. No, I have not.</p> <p>15 Q. And are you aware that there are</p> <p>16 circumstances under Ormet's unique arrangement with</p> <p>17 AEP Ohio under which it could pay up to 108 percent</p> <p>18 of the AEP Ohio tariff rate?</p> <p>19 A. I have seen that provision, yes.</p> <p>20 Q. Okay. And would you agree that if Ormet</p> <p>21 is paying a premium, for example, the 108 percent of</p> <p>22 the AEP Ohio tariff rate, it would not be paying,</p> <p>23 quote, a rate that is lower than any other customer</p> <p>24 in Ohio, end quote?</p> <p>25 A. If you characterize rate as a tariff</p>
<p>42</p> <p>1 Q. So you said you had several questions --</p> <p>2 or several sets of discovery responses in front of</p> <p>3 you. Do you have OEG's responses to the first set of</p> <p>4 discoveries sent over by Ormet?</p> <p>5 A. Yes, I believe I do.</p> <p>6 Q. With regard to that set of discovery,</p> <p>7 understanding that your counsel would have prepared</p> <p>8 any objections to it, were you the person who</p> <p>9 prepared the substantive answers to those questions?</p> <p>10 A. Yes, in conjunction with counsel.</p> <p>11 Q. Okay. With regard to the 250-megawatt</p> <p>12 limitation on the load factor provision in the</p> <p>13 stipulation, do you know what criteria were used to</p> <p>14 determine that 250 megawatts is the correct threshold</p> <p>15 to be applied?</p> <p>16 A. No.</p> <p>17 Q. Okay. Referring to -- going back to the</p> <p>18 set of discovery there, the response to Question 1-5.</p> <p>19 A. Okay. Just give me a moment.</p> <p>20 Q. Sure.</p> <p>21 A. Okay. I've got that response.</p> <p>22 Q. Okay. If you look under the response to</p> <p>23 C.</p> <p>24 A. Okay.</p> <p>25 Q. And all the way towards the end of that</p>	<p>44</p> <p>1 structure itself, by definition, if some other</p> <p>2 customer pays that tariff rate and Ormet is paying</p> <p>3 that tariff rate, hypothetically, plus an 8 percent</p> <p>4 adder, hypothetically, then it would be higher than</p> <p>5 the other customer. I haven't done any analysis</p> <p>6 though to determine if that's true or not.</p> <p>7 Q. But you do agree that if that were true,</p> <p>8 hypothetically speaking, Ormet would not be paying a</p> <p>9 rate that is lower than any other customer in Ohio,</p> <p>10 in the way that you used that sentence in the</p> <p>11 response to the data request?</p> <p>12 A. Well, I think I answered your question</p> <p>13 before. By definition, if you refer to rate as the</p> <p>14 tariff structure, a demand charge, an energy charge</p> <p>15 and so forth, by definition, if hypothetically Ormet</p> <p>16 were paying 8 percent more than that and some other</p> <p>17 customer were paying the actual rate structure</p> <p>18 charge, the tariff rate, then it certainly would be</p> <p>19 true that Ormet would be paying more.</p> <p>20 If one were to define rate in terms of</p> <p>21 rate per kilowatt-hour, that would change the</p> <p>22 calculation in the sense that Ormet has a 98 percent</p> <p>23 load factor. And so in general, though I haven't</p> <p>24 done an analysis, it may be that Ormet has a higher</p> <p>25 load factor than any other customer as well.</p>



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<p>1 So I -- if you -- when I use the phrase 2 "rate" in my discovery response, I really was 3 referring to something more general, and so it could 4 be really either one.</p> <p>5 If you talk about it in rate per 6 kilowatt-hour, you may get a different answer than if 7 you talk about the rate structure -- the applicable 8 rate structure itself.</p> <p>9 Q. All right. Are you aware that there are 10 circumstances under Ormet's contract under which its 11 discount could be smaller than the annual cap set by 12 the Commission for any given year under the contract?</p> <p>13 A. I reviewed the order and I just don't 14 recall -- there were a number of provisions and I 15 just don't recall. If you want to point me to a 16 provision, I could certainly review it and maybe 17 answer your question. But I just don't recall at 18 this point.</p> <p>19 Q. Maybe if I explain the question a little 20 bit. I kind of packed a lot into that one.</p> <p>21 You're aware that under the unique 22 arrangement, in the order approving the unique 23 arrangement the Commission set caps for a rate -- cap 24 on the discount for each year?</p> <p>25 A. I recall that, something to that effect.</p>	<p>45</p> <p>1 contract and I just haven't focused on that 2 specifically.</p> <p>3 Q. Okay. So going back to the statement in 4 Data Request 1-5, that this would be an unreasonable 5 result given that Ormet's unique arrangement likely 6 provides electric service to Ormet at a rate that is 7 lower than any other customer in Ohio, if Ormet is 8 not paying a rate that is lower than any other 9 customer in Ohio, would you still believe that the 10 inclusion of Ormet in the load factor provision would 11 create an unreasonable rate?</p> <p>12 A. Yes. I still believe that it would not be 13 appropriate, given the special arrangement that Ormet 14 has to provide for rate stability and reasonable 15 rates for Ormet pursuant to its special rate 16 arrangement with AEP Ohio companies. That 17 arrangement defines -- provides protection to Ormet 18 that was presumably agreed to and bargained for by 19 Ormet.</p> <p>20 The load factor provision of the 21 stipulation is designed to provide similar types of 22 stability for other Ohio manufacturing companies. 23 And given the size of Ormet and its load factor, 24 it's, in my view, including Ormet in the load factor 25 provision would significantly skew the benefit to</p> <p>47</p>
<p>46</p> <p>1 Again, I reviewed the order but I haven't gone 2 through it in tremendous detail. But I generally 3 recall provisions like that.</p> <p>4 Q. Okay. And you're aware that the rate 5 Ormet pays under the unique arrangement is set -- is 6 essentially the type of formula rate where one 7 element of the formula is the London Metals Exchange 8 price for aluminum?</p> <p>9 A. Yes.</p> <p>10 Q. And depending on whether that price goes 11 up or down, the discount that Ormet gets against the 12 tariff rate that would otherwise be applicable to 13 Ormet could go up or down?</p> <p>14 A. Yes. That's my understanding.</p> <p>15 Q. So my question is: Given that framework, 16 would you agree that there are years in which Ormet, 17 for example, if the LME price rose, might get a 18 discount but it might not be the full discount set by 19 the Commission under the cap?</p> <p>20 A. That's generally my understanding, that 21 the discount will be affected by the LME price. But 22 again, I haven't gone through the contract in great 23 detail to determine all of the possible 24 contingencies, that there are numerous alternatives 25 that are -- or contingencies that are stated in the</p>	<p>48</p> <p>1 Ormet which -- and Ormet already has a benefit 2 through its special arrangement, and reduce any 3 benefit to all other Ohio manufacturing industrial 4 customers and commercial customers who are a high 5 load factor.</p> <p>6 So the answer is that it still, in my 7 view, would be appropriate to exclude customers above 8 the 250-megawatt limit, which it's my understanding 9 would apply to Ormet.</p> <p>10 Q. Okay. And if Ormet were paying a premium 11 over the tariff rate, if it was, for example, paying 12 the 8 percent premium over the tariff rate, would 13 your answer be the same?</p> <p>14 A. Yes. It would definitely still be the 15 same. The premium would be a function of the LME 16 price. And if the LME price is high, that provides 17 economic benefits to Ormet, independent of its cost 18 of electricity; but nonetheless, the contract that 19 Ormet has with AEP companies provides significant 20 benefits, based on my understanding, to Ormet in 21 terms of rate stability, certainty that production 22 can continue under a range of LME prices.</p> <p>23 And so it really would be inappropriate, 24 in my view, to apply this load factor provision to 25 Ormet because it effectively dilutes it for all other</p>



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1 Ohio manufacturing customers on AEP companies.
 2 Q. Okay. Let's see. You also stated in that
 3 same ORM-OEG-1-5 discovery response, if you look at
 4 your response to Question A, B, and C, that the
 5 treatment of customers that take service through
 6 special arrangements should be considered on a
 7 case-by-case basis.
 8 Would you agree that the stipulation
 9 contains no provision allowing for such a
 10 case-by-case consideration of special arrangement
 11 customers?
 12 A. I would agree with that, that the load
 13 factor provision applies to all customers on GS2, GS3
 14 and 4 whose loads are less than or equal to 250
 15 megawatts.
 16 And so in answering the question posed, as
 17 a general matter, special arrangements, I'm agreeing
 18 that special arrangements should be considered on a
 19 case-by-case basis, which they were in the case of
 20 Ormet. In this case, with respect to the LFP
 21 provision, it's my opinion that the stipulation is
 22 reasonable as written.
 23 Q. Do you know if any analysis was performed
 24 by you or by anyone else to determine whether other
 25 customers who currently have special arrangements

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1 with AEP should be eligible for the load factor
 2 provision?
 3 A. I myself have not done any such analysis.
 4 I don't know whether any other party has done an
 5 analysis of that type.
 6 Q. Okay.
 7 A. I'm not aware of it.
 8 MS. HAND: Okay. Thank you very much,
 9 Mr. Baron. That's all I have.
 10 THE WITNESS: Thank you.
 11 MR. KUTIK: Does anyone else have any
 12 questions? Hearing none, Kurt, I assume the
 13 witness will read the transcript?
 14 MR. BOEHM: Yes.
 15 MR. KUTIK: I guess we are concluded.
 16 Thank you.
 17 (Deposition concluded at 2:33 p.m.)
 18 (Pursuant to Rule 30(e) of the Federal
 19 Rules of Civil Procedure and/or O.C.G.A.
 20 9-11-30(e), signature of the witness has been
 21 reserved.)
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1 CERTIFICATE
 2
 3 STATE OF GEORGIA:
 4 COUNTY OF FULTON:
 5
 6 I hereby certify that the foregoing
 7 transcript was taken down, as stated in the
 8 caption, and the questions and answers thereto
 9 were reduced to typewriting under my direction;
 10 that the foregoing pages 1 through 50 represent
 11 a true, complete, and correct transcript of the
 12 evidence given upon said hearing, and I further
 13 certify that I am not of kin or counsel to the
 14 parties in the case; am not in the regular
 15 employ of counsel for any of said parties; nor
 16 am I in anywise interested in the result of said
 17 case.
 18 This, the 29th day of September, 2011.
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 20
 21 Deborah P. Longoria, CCR B-1557, RPR
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 2
 3 Pursuant to Article 8.b. of the Rules and
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 8 arrangements made for the reporting services of the
 9 certified court reporter, by the certified court
 10 reporter, the court reporter's employer, or the
 11 referral source for the deposition, with any party to
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<p>1 DEPOSITION ERRATA SHEET 53</p> <p>2</p> <p>3 Our Assignment No. 253648</p> <p>4 Case Caption: Before the Public Utilities Commission</p> <p>5 of Ohio re Ohio Power Company, Columbus Southern</p> <p>6 Power Company</p> <p>7</p> <p>8 DECLARATION UNDER PENALTY OF PERJURY</p> <p>9 I declare under penalty of perjury</p> <p>10 that I have read the entire transcript of</p> <p>11 my deposition taken in the captioned matter</p> <p>12 or the same has been read to me, and</p> <p>13 the same is true and accurate, save and</p> <p>14 except for changes and/or corrections, if</p> <p>15 any, as indicated by me on the Deposition</p> <p>16 Errata Sheet hereof, with the understanding</p> <p>17 that I offer these changes as if still under</p> <p>18 oath.</p> <p>19 Signed on the _____ day of</p> <p>20 _____, 20____.</p> <p>21 _____</p> <p>22 STEPHEN J. BARON</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 DEPOSITION ERRATA SHEET 55</p> <p>2 Page No. _____ Line No. _____ Change to: _____</p> <p>3 _____</p> <p>4 Reason for change: _____</p> <p>5 Page No. _____ Line No. _____ Change to: _____</p> <p>6 _____</p> <p>7 Reason for change: _____</p> <p>8 Page No. _____ Line No. _____ Change to: _____</p> <p>9 _____</p> <p>10 Reason for change: _____</p> <p>11 Page No. _____ Line No. _____ Change to: _____</p> <p>12 _____</p> <p>13 Reason for change: _____</p> <p>14 Page No. _____ Line No. _____ Change to: _____</p> <p>15 _____</p> <p>16 Reason for change: _____</p> <p>17 Page No. _____ Line No. _____ Change to: _____</p> <p>18 _____</p> <p>19 Reason for change: _____</p> <p>20 Page No. _____ Line No. _____ Change to: _____</p> <p>21 _____</p> <p>22 Reason for change: _____</p> <p>23 _____</p> <p>24 SIGNATURE: _____ DATE: _____</p> <p>25 STEPHEN J. BARON</p>
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