

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of	)	
Ohio Power Company for Authority to	)	
Establish a Standard Service Offer	)	Case No. 13-2385-EL-SSO
Pursuant to Section 4928.143, Revised Code,	)	
in the Form of an Electric Security Plan	)	

In the Matter of the Application of	)	
Ohio Power Company for Approval of	)	Case No. 13-2386-EL-AAM
Certain Accounting Authority	)	

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**MEMORANDUM CONTRA OF OHIO POWER COMPANY  
TO THE INDUSTRIAL ENERGY USERS-OHIO'S MOTION TO COMPEL  
RESPONSES TO DISCOVERY AND REQUEST FOR EXPEDITED RULING**

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**I. INTRODUCTION**

The Industrial Energy Users-Ohio (IEU) filed a motion for compel for discovery requests made as part of its Sixth Set of discovery sent to Ohio Power Company (AEP Ohio) in this case. IEU included a request for expedited ruling in its motion. Thus, upon the filing of AEP Ohio's response, the issue is fully briefed and the Commission can proceed to issue a ruling on the request. For the reasons explained below, IEU's motion to compel should be denied as either being moot or otherwise without merit.

**II. BACKGROUND**

As part of its recent corporate separation proceeding, Case No. 12-1126-EL-UNC (12-1126), AEP Ohio filed an application to amend its original application for structural corporate separation for the purpose of excluding the contractual entitlement with the Ohio Valley Electric Corporation (OVEC). As referenced in the December 4, 2013 Finding and Order in that case (OVEC Order), AEP Ohio was unable to obtain the required consent from the other parties to the

OVEC contractual entitlement, despite considerable efforts by the Company. (OVEC Order at Finding 4.) In its application to amend, AEP Ohio presented two alternative options for consideration: (1) exempt transfer of the OVEC contractual entitlement from the structural corporate separation transactions scheduled to be completed at the end of 2013, or (2) transfer the OVEC contractual entitlement and have AEP Ohio retain any future default liability. (*Id.*) In opposition to AEP Ohio's application, IEU advocated that the Commission: (a) require AEP Ohio to forego recovery of OVEC-related costs from customers during the current and subsequent ESP periods, (b) force AEP Ohio to transfer OVEC to AEP Genco while requiring the parent company to provide a guaranty to absorb any future default liability, and (c) to require AEP Ohio to pursue other options such as a transfer of the OVEC contractual entitlements to another operating company. (OVEC Order at Finding 11.)

In issuing the OVEC Order, the Commission (in Finding 20) adjudicated the issues by granting over IEU's objection the Company's request to retain OVEC as an exception to the structural corporate separation transactions and agreed that the Company's request to defer and address the retail rate issues related to OVEC in the next ESP proceeding. Because the issues decided in the Finding and Order are now final and non-appealable, they cannot be re-litigated in this case.<sup>1</sup> After the OVEC Order was issued authorizing AEP Ohio to retain its contractual entitlement related to OVEC, the Company initiated the proceeding at bar proposing as part of the ESP package a PPA Rider that would provide a rate stabilizing benefit to customers by utilizing the OVEC entitlement.<sup>2</sup>

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<sup>1</sup> The OVEC Order was upheld in the Commission's February 13, 2014 Entry on Rehearing in the 12-1126 docket, which denied an application for rehearing by the Office of Consumers' Counsel; IEU did not seek rehearing and no party sought an appeal.

<sup>2</sup> The While the PPA Rider initially only included the OVEC contractual entitlement, the ESP Application (at page 8) noted that its proposal would enable the Company to petition the Commission to allow the inclusion of additional PPAs (or similar products) in the PPA Rider.

As detailed in the ESP Application and supporting testimony, the PPA Rider would flow through the customers, on a non-bypassable basis, the net benefit of all revenues accruing to AEP Ohio from the sale of the PPA rights into the PJM market (including energy, capacity, ancillaries, etc.) less all costs associated with the PPA. While the PPA Rider could be either a credit or a charge during a given time period, it would always provide a measure of stability in parallel to more volatile market prices. Another key feature of the PPA Rider is that it promotes Ohio competitive markets and keeps AEP Ohio on the path to a fully auction-based standard service offer (SSO). First, by providing a “safety net” against market prices, the PPA Rider helps encourage customers to shop by reducing the volatility pricing disincentive and providing a financial stability benefit. Second, because the PPA power would be liquidated in the PJM market, the actual SSO supply would continue being supplied through the competitive bidding process. Thus, AEP Ohio maintains that the PPA Rider promotes Ohio’s energy policy by fostering competitive markets for both shopping and SSO customers.

AEP Ohio has responded to approximately 1,000 discovery requests in this proceeding, with nearly 20% of those requests relating to the PPA Rider. The Company has been open and forthcoming with information and has worked cooperatively with all parties to avoid discovery disputes. But IEU’s Sixth Set of Discovery requests goes beyond the scope of this proceeding and improperly seeks to re-litigate matters adjudicated in connection with AEP Ohio’s corporate separation proceeding, Case No. 12-1126-EL-UNC (12-1126). IEU’s Sixth Set of discovery is purely retrospective and relates back to circumstances and 2013 decisions fully adjudicated in connection with the 12-1126 case. In attempting to resolve this discovery dispute with IEU, AEP Ohio offered to supplement its responses to the Sixth Set by addressing the prospective issues that are pertinent to the PPA Rider proposed in this ESP proceeding. IEU refused and

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brought this motion to try and force discovery on matters that are not only beyond the scope of this proceeding but also *res judicata*. Notwithstanding its motion to compel, however, IEU did quickly proceed to issue a Tenth Set of discovery asks questions prospectively with regard to the PPA Rider (versus retroactively addressing the 2013 issues relating to corporate separation) – and AEP Ohio has already served its responses to IEU’s Tenth Set of questions. Accordingly, IEU’s motion should be denied as moot or otherwise lacking in merit.

### **III. STANDARD OF REVIEW**

Under Rule 4901-1-16(B), O.A.C., a “party may obtain discovery of any matter, not privileged, which is relevant to the subject matter of the proceeding and which appears to be reasonably calculated to lead to the discovery of admissible evidence.” *In the Matter of the Complaint of the Cleveland Electric Illuminating Co. v. Medical Center Co. et al.*, Case No. 95-458-EL-UNC, Entry at 3 (Oct. 15, 1998). The Supreme Court of Ohio has held that this standard “is similar to Civ.R. 26(B)(1), which governs the scope of discovery in civil cases.” *Ohio Consumers’ Counsel v. Pub. Util. Comm.*, 111 Ohio St.3d 300, 2006-Ohio-5789, ¶83; *see also* R.C. 4903.082 (“[T]he Rules of Civil Procedure should be used wherever practicable.”). Civil Rule 26(B)(1) explains that a discovery request is “relevant to the subject matter involved in the pending action” if “it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party[.]” Civ.R. 26(B)(1).

But a party’s entitlement to discovery is not unfettered, and it must be curtailed if it is unduly burdensome or oppressive, or if the information sought is not relevant. Courts may limit discovery to prevent “fishing expeditions” where the requested discovery is broad and the party requesting the discovery fails to demonstrate a likelihood that relevant evidence will be obtained. *Drawl v. Cleveland Orthopedic Ctr.*, 107 Ohio App.3d 272, 277-78 (1995), citing *Bland v.*

*Graves*, 85 Ohio App.3d 644,620 N.E.2d 920 (1993). This Commission similarly has denied motions to compel discovery when the discovery requests related to issues beyond the scope of a proceeding. *See, e.g., In the Matter of the Applications of Columbus Southern Power Company and Ohio Power Company*, Case No. 99-1729-EL-ETP, *et al.*, Entry, 2000 Ohio PUC LEXIS 412, 3 (Apr. 24, 2000) (denying a motion to compel discovery related to service reliability and workforce levels was denied because the “scope of the transition plan proceedings [was] not to evaluate the reliability, safety, or quality of the utilities’ services at the present or throughout the market development period”); *In the Matter of the Application of Time Warner Communications of Ohio, L.P., et al.*, Case No. 94-1695-TP-ACE, Entry, 1995 Ohio PUC LEXIS 454, 17-18 (May 30, 1995).

### **III. ARGUMENT**

The “subject matter of [this] proceeding” (Rule 4901-1-16(B), O.A.C.) is the prospective adoption of the PPA Rider. IEU is not entitled to the information that it seeks the Commission to compel because none of the information requested regarding 2013 decisions is relevant to the PPA Rider being proposed in this proceeding. The prospective aspects of IEU’s questions were propounded separately from the Sixth Set of questions in IEU’s Tenth Set of questions – and they have been answered by AEP Ohio. Thus, IEU has been permitted to fully explore the issues that are within the scope of this case (*i.e.*, the Tenth Set) and it should not be permitted to rehash matters that relate to 2013 decisions that are *res judicata* (*i.e.*, the Sixth Set).

In attempting to informally resolve the discovery dispute prior to IEU filing the motion to compel, AEP Ohio offered to address all of IEU’s questions if they were slightly revised to seek answers prospectively as it relates to the *ESP III* proposed for a PPA Rider. AEP Ohio’s suggested approach would avoid revisiting the events and decisions that led up to the exclusion

of OVEC from AEP Ohio's corporate separation at the end of 2013. (*See* Motion to Compel, Attachment E.) As reflected in Attachment E to the motion to compel, the rephrased questions offered by AEP Ohio are substantively identical to the actual questions IEU propounded by IEU in its Tenth Set of discovery requests – which AEP Ohio has already answered. Thus, while IEU rejected AEP Ohio's offer to resolve the discovery dispute and filed a motion to compel, IEU proceeded to also take up the same course suggested by AEP Ohio. IEU admits to taking this circuitous (and litigious) course of action on page 14 of its motion to compel. A copy of IEU's Tenth Set of discovery is attached as Exhibit A to this memorandum.

Indeed, the only cogent arguments in support of the motion to compel address the prospective operation of the PPA Rider and are phrased in the future tense. *See e.g.*, Motion at 10-11 (discussing the need to address the possibility of transferring OVEC during the ESP III term; how IEU needs to explore what prevents AEP Ohio from transferring OVEC in lieu of the PPA Rider; and asserts that IEU needs to explore proposed conditions for the Commission's consideration). But again, those are the matters addressed in the prospective questions asked in the Tenth Set, which have already been answered. Thus, the only valid arguments advanced by IEU in its motion to compel merely support getting answers the questions that have already been answered; those arguments do not support getting answers to the retrospective questions in IEU's Sixth Set of discovery. Accordingly, the motion to compel is moot or otherwise without merit.

To be clear, AEP Ohio's merit position on this point is that it has no duty to continually re-evaluate the prospects of transferring the OVEC contract. Indeed, pursuing consideration of the pending PPA rider request is consistent with the Commission's holding in Finding 20 in the OVEC Order that the associated rate issues should be considered in *ESP III* proceeding. Stated differently, the Company believes it would be inconsistent with that aspect of the Finding and

Order for AEP Ohio to actively pursue disposition of the OVEC contractual entitlement while ESP III and the PPA rider proposals remain pending. In any case, those points go to the merit of the issue and not to the threshold question here of whether such matters are within the scope of proper discovery.

Finally, IEU argues (at 7, 13) that AEP Ohio was required to specify citations to the public record where the requested information can be found, under OAC 4901-1-19(C). But this claim is flawed since it would only be triggered if the discovery requests were properly submitted and within the scope of this case. As demonstrated above, that is not the case. So the Company was under no duty to identify where in the 12-1126 docket the answers to IEU's retrospective question are found.

#### **IV. CONCLUSION**

IEU should only be permitted to pursue discovery regarding the prospective issues concerning the PPA Rider and not to re-hash the 2013 issues leading up to the Commission's decision authorizing AEP Ohio to exclude OVEC from structural corporate separation. AEP Ohio has already provided responses to IEU's Tenth Set of discovery requests that relate to the prospective issues. Thus, IEU's motion to compel is either moot or without merit.

Respectfully submitted,

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**Counsel for Ohio Power Company**



# Exhibit A

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**INDUSTRIAL ENERGY USERS-OHIO'S  
INTERROGATORIES UPON  
OHIO POWER COMPANY  
TENTH SET  
APRIL 16, 2014**

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**April 16, 2014**

**Attorneys for Industrial Energy Users-Ohio**

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**INDUSTRIAL ENERGY USERS-OHIO'S  
INTERROGATORIES UPON OHIO POWER COMPANY  
TENTH SET  
APRIL 16, 2014**

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Industrial Energy Users-Ohio ("IEU-Ohio") in the above-captioned proceeding before the Public Utilities Commission of Ohio ("Commission") submits the following Interrogatories pursuant to Rules 4901-1-16, 4901-1-17, 4901-1-18, and 4901-1-19, Ohio Administrative Code ("O.A.C."), for response from Ohio Power Company ("AEP-Ohio"). All responses should be directed to:

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Additionally, AEP-Ohio must follow the instructions provided herein in responding to the inquiries. As required by Rule 4901-1-16, O.A.C., responses must be subsequently supplemented.

### **DEFINITIONS**

As used herein, the following definitions apply:

1. "Document" or "Documentation" when used herein, is used in its customary broad sense and means all originals of any nature whatsoever, identical copies, and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody, or control regardless of where located; including any kind of printed, recorded, written, graphic, or photographic matter and things similar to any of the foregoing, regardless of their author or origin. The term specifically includes, without limiting the generality of the following: punch cards, printout sheets, movie film, slides, PowerPoint slides, phonograph records, photographs, memoranda, ledgers, work sheets, books, magazines, notebooks, diaries, calendars, appointment books, registers, charts, tables, papers, agreements, contracts, purchase orders, checks and drafts, acknowledgments, invoices, authorizations, budgets, analysis, projections, transcripts, electronic mail, minutes of meetings of any kind, telegrams, drafts, instructions, announcements, schedules, price lists, electronic copies, reports, studies, statistics, forecasts, decisions, and orders, intra-office and inter-office communications, correspondence, financial data, summaries or records of

conversations or interviews, statements, returns, diaries, work papers, maps, graphs, sketches, summaries or reports of investigations or negotiations, opinions or reports of consultants, brochures, bulletins, pamphlets, articles, advertisements, circulars, press releases, graphic records or representations/publications of any kind (including microfilm, videotape and records, however produced or reproduced), electronic, mechanical and electrical records of any kind and computer produced interpretations thereof (including, without limitation, tapes, tape cassettes, disks and records), other data compilations (including source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, disks and recordings used in automated data processing together with the programming instructions and other material necessary to translate, understand or use the same), all drafts, prints, issues, alterations, modifications, changes, amendments, and mechanical or electric sound recordings and transcripts to the foregoing. A request for discovery concerning documents addressing, relating or referring to or discussing a specified matter encompasses documents having a factual, contextual, or logical nexus to the matter, as well as documents making explicit or implicit reference thereto in the body of the documents. Originals and duplicates of the same document need not be separately identified or produced; however, drafts of a document or documents differing from one another by initials, interlineations, notations, erasures, file stamps, and the like shall be deemed to be distinct documents

requiring separate identification or production. Copies of documents shall be legible.

2. "Communication" shall mean any transmission of information by oral, graphic, written, pictorial, electronic or otherwise perceptible means, including, but not limited to, telephone conversations, letters, telegrams, and personal conversations. A request seeking the identity of a communication addressing, relating or referring to, or discussing a specified matter encompasses documents having factual, contextual, or logical nexus to the matter, as well as communications in which explicit or implicit reference is made to the matter in the course of the communication.
3. The "substance" of a communication or act includes the essence, purport or meaning of the same, as well as the exact words or actions involved.
4. "And" or "or" shall be construed conjunctively or disjunctively as necessary to make any request inclusive rather than exclusive.
5. "You" and "your" or "yourself" refer to the party requested to produce documents and any present or former director, officer, agent, contractor, consultant, advisor, employee, partner, or joint venture of such party.
6. Each singular shall be construed to include its plural, and vice versa, so as to make the request inclusive rather than exclusive.
7. Words expressing the masculine gender shall be deemed to express the feminine and neuter genders; those expressing the past tense shall be deemed to express the present tense; and vice versa.

8. "Person" includes any firm, corporation, joint venture, association, entity or group of persons unless the context clearly indicates that only an individual person is referred to.
9. "Identify," or "state the identity of," or "identified" means as follows:
  - A. When used in reference to an individual, to state his full name and present or last known position and business affiliation, and his position and business affiliation at the time in question;
  - B. When used in reference to a commercial or governmental entity, to state its full name, type of entity (e.g., corporation, partnership, single proprietorship), and its present or last known address;
  - C. When used in reference to a document, to state the date, author, title, type of document (e.g., letter, memorandum, photograph, tape recording, etc.) and its present or last known location and custodian;
  - D. When used in reference to a communication, to state the type of communication (i.e., letter, personal conversation, etc.), the date thereof, and the parties thereto and, in the case of a conversation, to state the substance, place, and approximate time thereof, and identity of other persons in the presence of each party thereto;
  - E. When used in reference to an act, to state the substance of the act, the date, time, and place of performance, and the identity of the actor and all other persons present.

### **INSTRUCTIONS FOR ANSWERING**

1. Where an interrogatory calls for an answer in more than one part, each part should be separate in the answer so that the answer is clearly understandable.
2. Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for objection shall be stated in lieu of an answer. The answers are to be signed by the person making them, and the objections are to be signed by the attorney making them.
3. If any answer requires more space than provided, continue the answer on the reverse side of the page or on an added page.
4. You are under a continuing duty to supplement your responses with respect to any question directly addressed to the identity and location of persons having knowledge of discoverable matters, the identity of any person expected to be called as a witness at trial, and the subject matter on which he or she is expected to testify and to correct any response which you know or later learn is incorrect.

### **INTERROGATORIES**

- 10-1. In the Commission's December 4, 2013 Finding and Order in Case No. 12-1126-EL-UNC, the Commission authorized AEP-Ohio to retain its contractual entitlement in the Ohio Valley Electric Corporation ("OVEC") "until the OVEC contractual entitlements can be transferred to AEP Genco or otherwise divested, or until otherwise ordered by the Commission."
- A. Since December 4, 2013, has AEP-Ohio attempted to transfer all or part of its rights and obligations under the Inter-Company Power Agreement ("ICPA") pursuant to Section 9.181 of the ICPA?
  - B. If the answer to Part A is in the affirmative, what is the name of the party AEP-Ohio sought to transfer its rights and obligations under the ICPA to?



- C. If the answer to Part A is in the affirmative, on what date did AEP-Ohio seek consent from the other parties to the ICPA to transfer all or part of its rights and obligations under the ICPA?
- D. If the answer to Part A is in the affirmative, which parties to the ICPA gave consent to the transfer and which parties withheld consent?
- E. If the answer to Part A is in the negative, what is (are) the reason(s) AEP-Ohio has not sought to assign all or part of its rights, title, and interests in, and obligations under Section 9.181 the ICPA since December 4, 2013?

**RESPONSE:**

10-2. In the Commission's December 4, 2013 Finding and Order in Case No. 12-1126-EL-UNC, the Commission authorized AEP-Ohio to retain its contractual entitlement in OVEC "until the OVEC contractual entitlements can be transferred to AEP Genco or otherwise divested, or until otherwise ordered by the Commission."

- A. Since December 4, 2013, has AEP-Ohio attempted to transfer all or part of its rights and obligations under the ICPA pursuant to Section 9.182 of the ICPA?
- B. If the answer to Part A is in the affirmative, what is the name of the party AEP-Ohio sought to transfer its rights and obligations under the ICPA to?
- C. If the answer to Part A is in the affirmative, on what date did AEP-Ohio provide notice to the other parties to the ICPA of AEP-Ohio's intent to transfer, pursuant to Section 9.182 of the ICPA, all or a part of its rights and obligations under the ICPA?
- D. Referencing Section 1.0115 of the ICPA, if the answer to Part A is in the affirmative, did "counsel for [OVEC] reasonably determine" that a transfer to the proposed assignee would "cause a termination, default, loss or payment obligation under any security issues, or agreement entered into, by the Corporation prior to such transfer?"
- E. If the answer to Part A is in the negative, what is (are) the reason(s) AEP-Ohio has not sought, since December 4, 2013, to assign all or part of its rights and obligations under the ICPA pursuant to Section 9.182 the ICPA?

**RESPONSE:**

10-3. In the Commission's December 4, 2013 Finding and Order in Case No. 12-1126-EL-UNC, the Commission authorized AEP-Ohio to retain its contractual entitlement in OVEC "until the OVEC contractual entitlements can be transferred to AEP Genco or otherwise divested, or until otherwise ordered by the Commission."

- A. Since December 4, 2013, has AEP-Ohio attempted to transfer all or part of rights and obligations under the ICPA pursuant to Section 9.183 of the ICPA?
- B. If the answer to Part A is in the affirmative, what is the name of the party AEP-Ohio sought to transfer rights and obligations under the ICPA to?
- C. If the answer to Part A is in the affirmative, on what date did AEP-Ohio provide notice to the other parties to the ICPA of AEP-Ohio's intent to transfer, pursuant to Section 9.183 of the ICPA, all or a part of its rights and obligations under the ICPA?
- D. Referencing Section 9.183(e) of the ICPA, if the answer to Part A is in the affirmative, did "counsel for [OVEC]" determine that a transfer to the proposed assignee would "cause a termination, default, loss or payment obligation under any security issues, or agreement entered into, by [OVEC] prior to such transfer?"
- E. If the answer to Part A is in the negative, what is (are) the reason(s) AEP-Ohio has not sought, since December 4, 2013, to assign pursuant to Section 9.183 of the ICPA, all or part of its rights and obligations under the ICPA?

**RESPONSE:**

10-4. Referencing Section 1.0115 of the ICPA, is AEP-Ohio aware of any provision in any securities issued by OVEC, or agreements entered into by OVEC, that would cause "a termination, default, loss or payment obligation" if AEP-Ohio transferred its rights and obligations under the ICPA to an affiliate of AEP-Ohio?

**RESPONSE:**

10-5. Referencing Section 1.0115 of the ICPA, is AEP-Ohio aware of any provision in any securities issued by OVEC, or agreements entered into by OVEC, that would cause "a termination, default, loss or payment obligation" if AEP-Ohio transferred its rights and obligations under the ICPA to another sponsoring company of the ICPA or an affiliate of a sponsoring company to the ICPA?

**RESPONSE:**

10-6. Referencing Section 9.183(e) of the ICPA, is AEP-Ohio aware of any provision in any securities issued by OVEC, or agreements entered into by OVEC, that would cause "a termination, default, loss or payment obligation" if AEP-Ohio transferred its rights and obligations under the ICPA to a third party? As used in this Interrogatory, "third party" means an entity that is not an affiliate of AEP-Ohio, is not a party to the ICPA, is not a sponsoring company under the ICPA, and is not an affiliate of a party to the ICPA or an affiliate of a sponsoring company under the ICPA.

**RESPONSE:**

10-7. What is the Standard & Poor's credit rating for:

- A. AEP Generation?
- B. Kentucky Power Co.?
- C. Indiana Michigan Power Co.?
- D. Appalachian Power?
- E. All additional AEP-Ohio affiliates operating in PJM?

**RESPONSE:**

10-8. What is the Moody's Investors Service Inc. credit rating for:

- A. AEP Generation?
- B. Kentucky Power Co.?
- C. Indiana Michigan Power Co.?
- D. Appalachian Power?
- E. All additional AEP-Ohio affiliates operating in PJM?

**RESPONSE:**

10-9. Since December 4, 2013, has AEP-Ohio conducted any analysis (or has any analysis been prepared on behalf of AEP-Ohio) of potential candidates that have a Standard & Poor's credit rating of at least BBB- to transfer its rights and obligations under the ICPA? If so provide that analysis.

**RESPONSE:**

10-10. Since December 4, 2013, has AEP-Ohio conducted any analysis (or has any analysis been prepared on behalf of AEP-Ohio) of potential candidates that have a Moody's Investors Services, Inc. credit rating of at least Baa3 to transfer its rights and obligations under the ICPA? If so provide that analysis.

**RESPONSE:**

10-11. Does AEP-Ohio have a plan in place regarding how it will prospectively search for potential candidates to transfer its rights and obligations under the ICPA pursuant to Section 9.183 of the ICPA? If so describe that plan, and provide any documents related to that plan.

**RESPONSE:**

10-12. Since December 4, 2013, has AEP-Ohio had any discussions with the following entities regarding AEP-Ohio transferring its rights and obligations under the ICPA to that entity:

A. AEP Generation? If so please describe the results of those discussions and provide any documents related to those discussions.

B. Kentucky Power Co.? If so please describe the results of those discussions and provide any documents related to those discussions.

C. Indiana Michigan Power Co.? If so please describe the results of those discussions and provide any documents related to those discussions.

D. Appalachian Power? If so please describe the results of those discussions and provide any documents related to those discussions.

**RESPONSE:**

10-13. Since December 4, 2013, has AEP-Ohio engaged any financial institution or other entity to assist AEP-Ohio in its efforts to transfer its rights and obligations under the ICPA to another entity?

**RESPONSE:**

Respectfully submitted,

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**Attorneys for Industrial Energy Users-Ohio**

## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing *Industrial Energy Users-Ohio's Interrogatories upon Ohio Power Company, Tenth Set* was served upon the following parties of record this 16<sup>th</sup> day of April 2014 via electronic transmission, hand-delivery or first class mail, U.S. postage prepaid.

/s/ Matthew R. Pritchard

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## CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the Memorandum Contra of Ohio Power Company was served by electronic mail upon the individuals listed below this 24<sup>th</sup> day of April, 2014.

/s// Steven T.Nourse  
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Summary: Memorandum Contra of Ohio Power Company electronically filed by Mr. Steven T Nourse on behalf of Ohio Power Company