

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

 In the Matter of the :
 Application Seeking :
 Approval of Ohio Power :
 Company's Proposal to : Case No. 14-1693-EL-RDR
 Enter into an Affiliate :
 Power Purchase Agreement :
 for Inclusion in the Power:
 Purchase Agreement Rider. :

In the Matter of the :
 Application of Ohio Power :
 Company for Approval of : Case No. 14-1694-EL-AAM
 Certain Accounting :
 Authority. :

DEPOSITION

of Matthew White, taken before me, Rosemary F.
 Anderson, a Notary Public in and for the State of
 Ohio, at the Office of Ohio Consumers' Counsel, 10
 West Broad Street, 18th Floor, on Tuesday, January 5,
 2016 at 2:08 p.m.

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APPEARANCES:

1 IGS Energy
 2 By Mr. Joseph Olikier
 3 6100 Emerald Parkway
 4 Dublin, Ohio 43016

On behalf of IGS Energy.

Bruce J. Weston, Ohio Consumers' Counsel

By Mr. Kevin F. Moore

Ms. Jodi Bair,

Assistant Consumers' Counsel

10 West Broad Street, Suite 1800

Columbus, Ohio 43215-3485

On behalf of the Residential Consumers of
 the Ohio Power Company.

Porter, Wright, Morris & Arthur LLP

By Mr. Daniel R. Conway

41 South High Street

Columbus, Ohio 43215

On behalf of the Ohio Power Company.

McNees, Wallace & Nurick, LLC

Mr. Matthew R. Pritchard (via telephone)

21 East State Street, 17th Floor

Columbus, Ohio 43215

On behalf of the Industrial Energy Users
 of Ohio.

Sierra Club Environmental Law Program

By Mr. Tony Mendoza (via telephone)

85 Second Street, 2nd Floor

San Francisco, California 94105

On behalf of the Sierra Club.

ALSO PRESENT:

Mr. Craig Smith, PUCO Staff (via telephone)

Mr. Corben Sherlock, IGS

1 MS. BAIR: This is Jodi Bair, Office of
 2 Consumers' Counsel. This is a deposition in AEP's
 3 PPA case, No. 14-1693-EL-RDR and 14-1694-EL-AAM.

4 Do you want to go around and make
 5 appearances? Let the people here speak first and
 6 then go to the phone.

7 MR. OLIKER: On behalf of IGS Energy,
 8 Joseph Olikier, and Corben Sherlock is with me as
 9 well.

10 MR. CONWAY: On behalf of Ohio Power
 11 Ohio, Daniel R. Conway.

12 MS. BAIR: Could you please announce your
 13 name on the phone and tell what party you're with.

14 MR. PRITCHARD: Matt Pritchard with the
 15 Industrial Energy Users of Ohio.

16 MR. MENDOZA: This is Tony Mendoza with
 17 Sierra Club.

18 MR. SMITH: Craig Smith, PUCO staff.

19 MS. BAIR: Okay. Anyone else?

20 (No response.)

21 ---
 22
 23
 24
 25

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1 MATTHEW WHITE
2 being by me first duly sworn, as hereinafter
3 certified, deposes and says as follows:

4 CROSS-EXAMINATION

5 By Ms. Bair:

6 Q. Could you please tell me what your
7 position is at IGS and how long have you been there?

8 A. My position at IGS is general counsel,
9 legislative regulatory affairs. I've been at IGS for
10 approximately five years.

11 Q. And before that what was your occupation?

12 A. I was an attorney at the law firm Chester
13 Willcox & Saxbe.

14 Q. For how long?

15 A. Approximately four years.

16 Q. I'm going to go right to the questions
17 regarding the Stipulation and IGS's participation or
18 nonparticipation, however you want to characterize
19 it.

20 A. I have documents if you want me to get
21 them.

22 (Discussion off the record.)

23 MS. BAIR: I can mark as Exhibit 1 the
24 Joint Stipulation & Recommendation. If you want to
25 use yours, I'm fine with that.

Page 7

1 the Stipulation.

2 Q. Okay. So IGS would not be filing any
3 brief in this part of the hearing?

4 MR. OLKER: Objection to the extent it
5 calls for our litigation strategy and what we may or
6 may not do in the proceeding. He's not going to
7 answer those questions about whether he will --

8 MS. BAIR: He just defined that as part
9 of the footnote that he said you're not obligated
10 to --

11 MR. OLKER: He said we're not obligated.
12 He didn't say what we would do.

13 MS. BAIR: That's what I'm following up
14 on.

15 MR. OLKER: And I'm not going to let him
16 answer that question because that's attorney-client
17 privilege and discussion regarding litigation
18 strategy.

19 Q. (By Ms. Bair) During the hearing that was
20 held from September 28 through November 3, 2015 in
21 this proceeding, was IGS opposed to the
22 implementation of a PPA rider at that time?

23 A. Can you repeat the question?

24 Q. During the hearing that was held in this
25 case in September and November 2015, was IGS opposed

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1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 Q. In addition to the Stipulation, what
3 other documents have you brought with you to rely
4 upon?

5 A. I brought the Stipulation, the Notice of
6 Deposition that OCC served on IGS, and I brought the
7 discovery responses, IGS's discovery responses to
8 OCC.

9 Q. Okay. Thank you. Isn't it true that IGS
10 is not obligated to support the Stipulation?

11 MR. OLKER: Jodi, are you referring to
12 the Stipulation itself?

13 MS. BAIR: The Stipulation that we have
14 marked as Deposition Exhibit 1.

15 A. We're not obligated to actively spend
16 resources to participate in a proceeding to support
17 the Stipulation.

18 Q. So you do not support the Stipulation?

19 A. That's not what -- that's not correct.
20 That's not my answer.

21 Q. I believe your answer was you're not
22 obligated, which means that you're not obligated to
23 expend resources. Is that what you said?

24 A. We're not obligated to engage in
25 litigation, file briefs, file testimony to support

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1 to the implementation of a PPA rider?

2 A. IGS filed testimony opposing the
3 implementation of a PPA rider.

4 Q. Okay. Now that IGS is a signatory party,
5 you would agree that the IGS is no longer opposed to
6 the implementation of a PPA rider, correct?

7 A. Now that IGS is a signatory party in the
8 Stipulation, IGS supports the Stipulation as a
9 package.

10 Q. Okay. Let's say -- well, the hearing did
11 end on November 3. What date or approximate date did
12 IGS change its position?

13 A. I would not characterize IGS as changing
14 its position.

15 Q. Okay. During the hearing held in
16 September through November in this case, you just
17 said that IGS was opposed to the proposal of a PPA
18 rider, correct?

19 A. Yes.

20 Q. Now IGS is supporting the Stipulation.
21 You just stated that, correct?

22 A. Correct.

23 Q. When did IGS change its position from
24 opposing the PPA rider to now being on board with the
25 Stipulation that implements a PPA rider?

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1 A. IGS's position is as a package with the
2 additional provisions in the Stipulation. The PPA
3 rider as part of the package is a reasonable
4 resolution to the outcome of this proceeding, but we
5 didn't change our position.

6 Q. Okay. So time-wise when would you say
7 that the package became something you wanted to sign
8 on?

9 A. I don't know the exact date, but, I mean,
10 we decided to sign on the date -- very close to the
11 deadline when the Stipulation was filed.

12 Q. Okay. So the Stipulation was filed on
13 December 15, 2015. You'll accept that, right?

14 A. Yes.

15 Q. Were you involved in negotiating the
16 settlement on behalf of IGS?

17 A. Yes.

18 Q. What was your role?

19 A. I negotiated the settlement on behalf of
20 IGS.

21 Q. How many times did you meet with AEP not
22 as a part of the whole group meeting?

23 A. I don't remember.

24 Q. Two times, more than three?

25 A. I don't know the exact number.

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1 going through specific provisions in White Deposition
2 Exhibit 1, which is the Stipulation & Recommendation
3 in the case. I believe you have that out.

4 A. Yes.

5 Q. Okay. Beginning on page 1, the bottom
6 line there, it reads, "This Stipulation is supported
7 by adequate data and information; as a package, the
8 Stipulation benefits customers and the public
9 interest; provides director benefits to residential
10 and low income customers; and represents a just and
11 reasonable resolution of all issues in the
12 proceeding; violates no regulatory principle or
13 practice; and complies with and promotes the policies
14 and requirements of Title 49 of the Ohio Revised
15 Code." Do you see that?

16 A. Yes.

17 Q. And there is a footnote at the end of
18 that sentence that says that Sierra Club, Direct
19 Energy, and IGS agree not to oppose.

20 A. Yes.

21 Q. Why is that footnote there?

22 MR. OLIVER: Objection. Are you asking
23 for the rationale or the meaning?

24 Q. (By Ms. Bair) What's the rationale for
25 that footnote being there?

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1 Q. So you can't tell me whether you met
2 approximately two times or ten times? There's no
3 ball-park figure that you can give me?

4 A. Maybe two or three times.

5 Q. Thank you. In addition to yourself, who
6 else attended those meetings on behalf of IGS?

7 A. Myself, Joe Olier was in some of those
8 meetings, Corben Sherlock was in some of those
9 meetings. I think those were the only other members
10 of IGS that attended those meetings.

11 Q. And where were those meetings held?

12 A. At the PUCO.

13 Q. And it was just you and AEP?

14 A. I believe there were meetings with just
15 IGS and AEP, yes.

16 Q. Okay. Would you agree with me that the
17 Commission evaluates stipulations based upon these
18 three criteria: Is the stipulation a result of
19 serious bargaining by knowledgeable parties? Is the
20 stipulation in the public interest? And does the
21 stipulation violate any regulatory policies or
22 procedures? Does that sound accurate?

23 A. Subject to check, verification, that
24 sounds about right.

25 Q. Okay. And now I would like to start

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1 MR. OLIVER: He's not going to give you
2 that answer because that calls for attorney-client
3 privilege.

4 Q. (By Ms. Bair) What is the meaning of
5 that?

6 A. The meaning is we agree not to oppose
7 that provision in the Stipulation.

8 Q. Okay. Can you define oppose?

9 A. I don't have a dictionary in front of me,
10 but oppose is not to fight against.

11 Q. Okay. So IGS does not support this
12 provision in the Stipulation, right?

13 A. We agree not to oppose that provision in
14 the Stipulation.

15 Q. Is it that sentence in its entirety, or
16 is it there are things in there like just
17 particularly the public interest that you agree not
18 to oppose? Or is it that you don't believe that it
19 provides -- you want to be not opposed to it provides
20 direct benefits to residential and low income?

21 MR. OLIVER: Object. You're asking
22 whether the footnote applies to the entire sentence
23 you read or just the portion you read?

24 MS. BAIR: Right.

25 A. I believe it applies to the entire

3 (Pages 9 to 12)

Page 13

1 sentence.

2 Q. Okay. And if we have three parties that
3 have footnoted basically out of that very important
4 part that the Commission uses to evaluate
5 stipulations, how can the Commission evaluate that
6 this was the result of serious bargaining among
7 knowledgeable parties?

8 A. Probably the same way it's evaluated that
9 when OCC has put footnotes in stipulations,
10 similar -- similar footnotes in stipulations.
11 They're able to read the document as a package and
12 read within the lines of the document what the words
13 mean and make an independent evaluation based on the
14 document as a whole.

15 Q. Okay. So the standards that are set
16 forth in this particular sentence that IGS is neutral
17 on --

18 A. Uh-huh.

19 Q. -- does that mean you do not support that
20 sentence?

21 A. I'm sorry, can you rephrase the question?

22 Q. It's the bottom of page 1, top of page 2.
23 I understand that you're neutral on it.

24 A. I don't know. I did not use the word
25 "neutral."

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1 Q. What was your definition of oppose, go
2 against?

3 A. Not fight against.

4 Q. Do you support it?

5 A. We do not -- IGS agrees not to oppose
6 that provision.

7 Q. So that means if you agree not to oppose,
8 you're certainly not supporting it?

9 A. We're not going to fight against it.
10 We're not going to oppose it. That's what that
11 provision means.

12 Q. But you're not supporting it either?

13 A. IGS supports the Stipulation as a
14 package. To the extent that provision is part of the
15 Stipulation as a package, then we support it.

16 Q. Okay. Moving on to page 2, looking at
17 the -- still up in that paragraph above Recitals,
18 that last sentence there, it says, "For purposes of
19 resolving the issues raised by these proceedings, the
20 Signatory Parties agree to fully support adoption of
21 the Stipulation without modification in this
22 proceeding." So IGS does fully support that
23 sentence?

24 A. To the extent IGS supports the
25 Stipulation as a package and that sentence is in the

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1 Stipulation, then we would support that sentence --

2 Q. Okay. I'm just pointing this one out --

3 A. -- as part of the package --

4 Q. I'm sorry.

5 A. -- without supporting every single
6 provision necessarily.

7 Q. What I'm trying to find out, you did not
8 provide a footnote for this sentence. Sierra Club
9 did, but that's not you.

10 A. Yes.

11 Q. You did provide a footnote for this one
12 up here. What's the difference?

13 A. That was a negotiation between AEP's
14 attorneys and my counsel. I don't know that.

15 Q. So, in other words, if you agree not to
16 oppose, you really are supporting it. There's no
17 difference in interpretation there?

18 A. That was the -- I don't know. That was a
19 negotiation between my attorney and AEP's attorney.

20 Q. So you don't know if you support
21 sentences that don't have footnotes, or you would
22 support sentences that don't have your footnote in
23 them?

24 A. We support the Stipulation as a package.
25 That doesn't necessarily mean if any particular

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1 sentence or provision in the Stipulation was standing
2 alone we would support that provision standing alone.
3 But to the extent that that sentence is part of the
4 package, we support it if it remains part of the
5 package and not a standalone provision.

6 Q. Okay. Could you please go to page 4.

7 Looking at Section A entitled "Additional Terms and
8 Conditions of the PPA Rider" --

9 A. Yes.

10 Q. -- the first sentence reads, "The
11 Signatory Parties agree that it would be prudent for
12 AEP Ohio to sign a Revised Affiliate PPA, which has
13 been updated as summarized in Attachment A."

14 A. Yes.

15 Q. And IGS says that it is not participating
16 in this provision, right? We're using different
17 terminology. We are moving beyond not opposed. Now
18 you're saying you don't participate in this.

19 A. Yes.

20 Q. What does that mean?

21 A. That was a provision that was negotiated
22 between AEP and my counsel, and I don't know.

23 Q. Do you know the difference between
24 participating and not participating?

25 A. Are you talking about with respect to the

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1 meaning in the Stipulation?

2 Q. Yes, absolutely, just this sentence with
3 the footnote.

4 A. I don't know what that distinction is.

5 Q. So as you sit here today, it doesn't
6 really have any meaningful distinction?

7 A. That was part of the negotiation between
8 my counsel and AEP's counsel.

9 Q. Yes. But this is a footnote that has
10 meaning. It affects the Stipulation. You've been
11 offered as a witness, and I'm trying to understand
12 what it means, which is the specific purpose of this
13 deposition. But you're saying that it doesn't mean
14 any difference, participating or not participating?

15 A. I'm not saying it doesn't mean anything.
16 I'm just saying I don't know. That was a negotiation
17 between my counsel and AEP's counsel.

18 Q. This isn't legal terminology.
19 Participation is not a legal terminology that I'm
20 aware of. I'm trying to find out the factual meaning
21 of what participating means. It's something that IGS
22 is going to do or not going to do, like, factually,
23 and I'm trying to understand what that is.

24 A. I negotiated the material provisions in
25 the Stipulation. My counsel negotiated the footnotes

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1 Mr. Olier. I'm trying to understand footnotes.

2 MR. CONWAY: You got your way. You got
3 a witness. To the extent he knows something,
4 Mr. Olier can defend. To the extent he has
5 something to say that's relevant and is not
6 privileged, we don't have objection to that, but if
7 you go beyond that, we do.

8 MS. BAIR: You have an objection to me
9 asking about participating and not participating?

10 MR. CONWAY: I have an objection to
11 converting this exercise into a deposition of
12 Mr. Olier.

13 MS. BAIR: I'm not trying to do that.

14 MR. CONWAY: That's what it sounded like
15 to me. That's my objection.

16 MS. BAIR: No. I'm just trying to get my
17 answer.

18 Q. (By Ms. Bair) If we could move on to
19 page 5, Section 2, the title of it is "Inclusion of
20 OVEC Entitlement in PPA Rider."

21 A. Yes.

22 Q. Okay. Well, I think we are going to be
23 in the same boat. We will see. The first sentence
24 reads, "The Signatory Parties agree that the net
25 credits or cost of AEP Ohio's contractual entitlement

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1 so I don't know.

2 Q. So the footnotes aren't material to IGS's
3 position in this case?

4 A. No. What my counsel negotiates and talks
5 about in briefs is material to IGS's position. I'm
6 just saying he's the one that understands why that's
7 in there.

8 MS. BAIR: Is counsel willing to answer
9 the difference between participating and not
10 participating?

11 MR. OLIKER: I don't believe that -- I'm
12 not the one being deposed here, and I don't want to
13 talk about the internal conferences and privileges
14 that we have. I also don't have counsel to represent
15 me.

16 MR. CONWAY: Just for the record, I would
17 object to trying to enlist Mr. Olier as a witness in
18 the deposition for a variety of reasons. It's beyond
19 the scope of the deposition, so I object to your
20 efforts to try to get Mr. Olier to either testify or
21 to make statements on the record about the
22 Stipulation.

23 MS. BAIR: And just for the record, I'd
24 like to note we had the deposition for the purpose of
25 better understanding it, and I'm not trying to get

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1 to a share of the electrical output of generating
2 units owned by the Ohio Valley Electric Corporation,
3 ('OVEC PPA') should be reflected in AEP Ohio's rates
4 by including OVEC PPA in the PPA Rider, as proposed
5 in AEP Ohio's Amended Application."

6 The footnote, Sierra Club, Direct Energy,
7 and IGS are not participating in this provision but
8 agree not to support.

9 MR. CONWAY: Objection.

10 MS. BAIR: Yes?

11 MR. CONWAY: Misquoted the footnote.

12 Q. (By Ms. Bair) "Sierra Club, Direct
13 Energy, and IGS are not participating in this
14 provision but agree not to oppose it." Do you see
15 that?

16 A. Yes.

17 Q. And I'm guessing from earlier that -- can
18 you describe what not participating as it relates to
19 this particular footnote means?

20 A. I don't know.

21 Q. Okay.

22 MR. OLIKER: Jodi, we did answer these
23 questions in discovery.

24 MS. BAIR: Not participating?

25 MR. OLIKER: It speaks for itself.

5 (Pages 17 to 20)

Page 21

1 MS. BAIR: Okay. I think you're changing
2 what's going on here, and the witness admitted he
3 brought the discovery with him, which he's absolutely
4 free to use.

5 Q. (By Ms. Bair) Moving to page 6, Section
6 4, the PPA Rider Mechanism --

7 A. Yes.

8 Q. -- "The Signatory Parties agree that the
9 PPA Rider will be set based on annual forecasted
10 values subject to quarterly true-ups to reflect
11 actual values, with the initial rider rate being
12 based on a \$4 million credit for 2016 (annualized)
13 subject to reconciliation." So IGS supports this
14 provision in the Stipulation, correct?

15 A. IGS supports the Stipulation as a
16 package.

17 Q. Was IGS presented with any forecasts or
18 other information that explains the basis of the
19 \$4 million credit we are discussing as part of
20 Section 4?

21 A. Not that I'm aware of.

22 Q. Okay. Moving on to page 7, I'm looking
23 at B at the bottom of that page regarding Full
24 Information Sharing.

25 A. Yes.

Page 22

1 Q. "AEPGR fleet information on any cost
2 component will be provided pursuant to a reasonable
3 Staff request (as determined by the Commission) as it
4 conducts a reasonableness review of a specific cost
5 component for generation units included in the
6 Affiliated PPA." Do you know what in this sentence
7 "as determined by the Commission" means?

8 A. I assume that it means that the
9 Commission will determine the reasonableness of
10 staff's request. To the extent that staff makes a
11 request, the Commission has the ability to, you know,
12 determine whether it's a reasonable request or not.

13 Q. Do you think IGS as a signatory party
14 will be able to ask for cost component information
15 from AEPGR?

16 MR. OLIVER: Objection to the extent it
17 calls for a legal conclusion.

18 Go ahead, Mr. White.

19 A. It seems as if that's available to staff
20 and not necessarily others signatory parties, the
21 ability to request information.

22 Q. Okay. I'm still on that page 7, the last
23 sentence, "Staff shall treat any and all such
24 information, regardless of its content, as if it is
25 highly sensitive propriety, trade secret information,

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1 and Critical Energy Infrastructure Information."

2 A. Yes.

3 Q. I see Sierra Club footnoted out, but IGS
4 did not footnote out of that. So IGS then supports
5 the treatment ahead of time, treating this
6 information as confidential information; is that
7 correct?

8 A. To the extent it's part of the package,
9 IGS supports the package. IGS does not necessarily
10 support an individual provision or sentence in the
11 Stipulation on a standalone basis.

12 Q. Do you know what Critical Energy
13 Infrastructure Information is? Does it have a
14 different level of protection than others, and that's
15 why it's in the Stipulation?

16 A. Since it's capitalized, I assume it has a
17 specific meaning, but I don't know if it's put in the
18 Stipulation -- the defined term is put in the
19 Stipulation or not.

20 Q. Okay. Could you please move on to
21 page 9, Section B, the Federal Advocacy piece of the
22 Stipulation. It's on page 9.

23 A. Yes.

24 Q. Okay. No. 1, that says that "Through
25 May 31, 2024, AEP will advocate" -- they're trying to

Page 24

1 get -- wait a minute. Okay. I'm sorry, paragraph 1,
2 advocate for a longer-term capacity product. It's in
3 No. 1 under Federal Advocacy.

4 A. Yes.

5 Q. Does IGS believe a longer-term capacity
6 product is needed?

7 A. At this time I don't think IGS has a
8 position on that particular topic.

9 Q. But IGS did not footnote out of that
10 provision?

11 A. There's no footnote in that provision
12 that relates to IGS.

13 Q. Okay. Could you please go to page 10,
14 the top. We're talking about the extension of the
15 ESP, and this is the ESP that will be filed in April
16 of 2016, has not yet been filed.

17 A. Yes.

18 Q. Do you know what the terms and
19 conditions -- let's look particularly at paragraph 1.
20 As part of the ESP, there's going to be a proposal to
21 extend the distribution investment rider. It's
22 called the DIR.

23 A. Uh-huh.

24 Q. What are the terms and conditions of this
25 new DIR that's going to be filed?

Page 25

1 A. It allows -- it's my understanding it
2 allows AEP to recover costs of distribution
3 investment through a nonbypassable rider.

4 Q. Okay. So the new ESP that AEP is going
5 to file, what impact will that have on customers'
6 rates?

7 A. We would have to wait and see the impact
8 when AEP files its ESP.

9 Q. You're not aware if there's a dollar cap
10 on the revenue?

11 A. In the DIR specifically?

12 Q. The DIR on page 10 under C, No. 1, are
13 there any cost estimates on forecasted numbers
14 related though this DIR that you're aware of as part
15 of the Stipulation?

16 A. Not that I'm aware of as part of the
17 Stipulation.

18 Q. Okay. So there's really no details of
19 the yet-to-be-filed DIR that's going to be contained
20 in the ESP?

21 A. There's nothing in the Stipulation about
22 the DIR that I'm aware of beyond what is in that
23 sentence.

24 Q. Do you think that the DIR part of the ESP
25 will be subject to regulatory approval or

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1 Commission will have an opportunity to determine if
2 each of the specific provisions are in the public
3 interest when AEP files more detail about the
4 provisions in their ESP application extension.

5 Q. So as I understand what you're saying,
6 we're looking at the commitment for AEP to file as
7 satisfying the public interest?

8 A. No, I don't think I said that.

9 Q. Okay. Did IGS seriously bargain for any
10 of this DIR provision in the new ESP?

11 A. IGS is aware of these provisions. IGS
12 was aware that this provision as a package was in the
13 Stipulation that they were signing onto.

14 Q. Thank you. The next section down on
15 page 10, No. 2, part of the new ESP, "Any additional
16 funding commitments relating to the expanded ESP
17 term." What are the additional funding commitments
18 related to the expanded ESP? Do you agree there are
19 no details regarding what these additional funding
20 commitments are?

21 A. I would say that the funding commitment
22 is any funding required to support the additional
23 provisions that would be filed as part of the ESP
24 application.

25 Q. Okay. I guess what concerns me, why I'm

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1 disapproval?

2 MR. OLIKER: Objection. Can you restate
3 that?

4 Q. The DIR that we're talking about that is
5 going to be filed on April 30, 2016, as a part of
6 AEP's newest ESP, will that DIR piece be subject to
7 PUCO approval?

8 A. I would say likely since it has to be
9 filed in a separate application. That application
10 would have to be approved by the PUCO.

11 Q. Okay. Now as a package and as part of
12 this Stipulation, the DIR contained in this, but we
13 don't know a cost estimate. How does the Commission
14 determine that this is in the public interest?

15 A. Are you speaking about the Stipulation as
16 a whole, or are you talking about the DIR piece?

17 Q. Well, the DIR and all these other things
18 that we're going to talk about that are going to be
19 in this new ESP because it's part of the Stipulation,
20 it's a large part of it, and the Commission is going
21 to have to determine if it is in the public interest,
22 serious bargaining, you know, regulatory policy.

23 A. The Commission will have an
24 opportunity -- these are just provisions that require
25 AEP to file an application for, provisions that the

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1 asking that, is if we go up to No. 1, what we just
2 discussed, the distribution investment rider --

3 A. Yes.

4 Q. -- I would call that separate and apart
5 from additional funding commitments because it has a
6 separate number. So I'm wondering what -- we have
7 the DIR specified. Now we're on No. 2, any
8 additional funding commitments. So are you saying
9 the DIR is part of those additional funding
10 commitments, or are we talking about things that
11 aren't specifically enumerated throughout these
12 provisions of the new ESP?

13 A. I will leave it up to the Commission to
14 interpret that provision, but I would say that's
15 separate additional funding commitments beyond the
16 distribution investment rider.

17 Q. Okay. So it's not defined within this
18 document?

19 A. I would say any other provisions in the
20 ESP that's filed in the application --

21 Q. Okay.

22 A. -- that aren't defined in this document.

23 Q. So yet to be filed, not in this document,
24 future additional funding commitments that aren't
25 specified in the terms of the Stipulation.

7 (Pages 25 to 28)

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1 A. What this language is saying is that AEP
2 will include in the ESP application these provisions
3 and any additional funding commitments relating to
4 that extension for the expanded ESP term and the
5 future ESP application, which must be approved by the
6 Commission.

7 Q. Okay. Do we have any cost estimates for
8 additional funding commitments that you know of right
9 now?

10 A. Not that I'm aware of, but I would
11 imagine that that would be included in the ESP
12 application, which the Commission must approve in the
13 future.

14 Q. Okay. No. 4 on page 10, part of the
15 filing of the ESP is "an analysis and proposal
16 relating to the significantly excessive earnings test
17 for the extended ESP term."

18 A. Yes.

19 Q. You're familiar with the excessive
20 earnings test?

21 A. Yes.

22 Q. SEET, we call it SEET. What is the
23 proposal regarding this for the future ESP?

24 A. I believe the law requires in an ESP that
25 the applicant provide -- I might be misquoting the

Page 31

1 Q. The MRO versus ESP?

2 A. Yes.

3 Q. Have any terms been put around that at
4 this point that's going to be in that filing, or we
5 don't know?

6 A. Not that I'm aware of.

7 Q. Will the PPA be counted, the revenue,
8 either way, as part of that test?

9 MR. OLIKER: Objection. It calls for a
10 legal opinion.

11 But if you have an opinion, Mr. White.

12 A. I believe it would be up to the
13 Commission to make that determination.

14 Q. So IGS doesn't have an opinion whether
15 you count this PPA as part of the ESP when you're
16 doing the MRO versus ESP test?

17 MR. OLIKER: Objection.

18 MS. BAIR: I'm just asking about math.

19 A. I would imagine that would be part of the
20 significantly excessive earnings test, but ultimately
21 that would be up to the Commission to make that
22 determination.

23 MR. OLIKER: I think Mr. White just
24 misspoke there. You were referring to the MRO test?

25 MS. BAIR: Yes.

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1 law, but I believe they have to talk about whether or
2 not there's significantly excessive earnings in the
3 ESP case. So I would say if they're filing an
4 extension of the ESP, then they would have to discuss
5 whether the ESP would result in significantly
6 excessive earnings for AEP.

7 Q. And in the past in AEP's ESP
8 stipulations, they've given a percentage. Is that
9 what you are trying to describe, like 13 percent
10 return on equity, 15 percent. If we don't see that,
11 then we're okay. We don't give any money back?

12 A. I don't know exactly what that means.

13 Q. Can IGS disagree with that SEET test
14 that's going to be filed as part of the next ESP, or,
15 no, you can't?

16 A. I think IGS would reserve the right or
17 has the right to take positions in the next ESP
18 application case on any of these provisions.

19 Q. And when we talk about the next ESP
20 application, we are talking about April 30, 2016, the
21 one referenced in paragraph C above, right?

22 A. Yes.

23 Q. Okay. No. 5 talks about "an analysis of
24 the statutory market rate offer comparison test."

25 A. Yes.

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1 MR. OLIKER: You referred to the
2 excessive earnings test.

3 A. I'm sorry. The MRO test, I don't know.

4 Q. Okay. Let's see. we are moving into a
5 different -- page 10, we're still talking about the
6 ESP. It obligates IGS to support provision 13 on the
7 following pages. You want to take a minute to read
8 paragraph 6 and I won't have to read it out loud to
9 everyone.

10 A. Yes.

11 Q. Okay. So given that introductory
12 paragraph, I would like to go through the terms of
13 this and see where IGS falls on it because I think
14 it's very confusing. You're a signatory party.
15 You're agreeing to support it, but then there's a
16 parenthetical not opposing or things like that.

17 So paragraph 7 on page 10 discusses the
18 IRP credit, and it goes over to page 11. And this is
19 for the GS-3 and GS-4 customers that get a discount
20 paid for by other consumers. Are you familiar with
21 that?

22 A. Yes.

23 Q. Does IGS support that?

24 A. As a package, IGS supports the package.
25 IGS does not necessarily support any particular

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1 provision in the Stipulation if it's standing on its
2 own.

3 Q. Are you aware that the IRP discount
4 received by GS-3 and GS-4 customers will be made up
5 and paid for by other customer classes?

6 A. Yes. I'm generally aware that the cost
7 will be allocated to other customers.

8 Q. And do you know the impact of that cost,
9 how great is it?

10 A. I know it's likely a revenue neutral
11 provision to the extent some customers will pay more
12 and some customers will pay less.

13 Q. What about residential customers in
14 general?

15 A. I haven't done the specific analysis on
16 the impact on residential customers.

17 Q. Okay. On provision 8 we're talking about
18 the discount for the automaker credit provision.

19 A. Yes.

20 Q. Does IGS support that?

21 A. As a package, as part of the package, IGS
22 supports the provision. IGS does not necessarily
23 support any particular provision standing alone.

24 Q. Well, the recovery of these credits will
25 be through rider EDR. Is there any cap on that, or

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1 Q. Okay. On provision 9, the next one down,
2 GS-3 and GS-4 customers with interval metering
3 capability will have the opportunity to opt into the
4 program called the Basic Transmission Cost Recovery
5 rider. Are you aware of that? Do you know about the
6 BTCR?

7 A. Yes, I'm familiar with that.

8 Q. And IGS supports that as part of this
9 Stipulation?

10 A. As part of the package, yes.

11 Q. No. 10 on page 11, "Reserved."

12 A. Yes.

13 Q. What is this paragraph reserved for?

14 MR. OLIVER: Objection to the extent it
15 calls for settlement discussions. But if Mr. White
16 knows the purpose outside of that, then he can answer
17 that.

18 A. I don't know.

19 Q. Okay. If you could, please move on to
20 page 12.

21 A. Yes.

22 Q. Okay. We're looking at Section 12
23 dealing with the CIR, the competition incentive
24 rider?

25 A. Yes.

Page 34

1 do you just increase the EDR to give the automaker
2 credit discounts, give them money?

3 A. The provision says the "credits under
4 this provision shall not exceed \$500,000 annually."

5 Q. How is that funded?

6 A. I believe rider EDR is a nonbypassable
7 rider, so this would be another revenue neutral
8 position so the net cost to customers would be zero.
9 Some customers would pay more. Some customers would
10 pay less.

11 Q. So a residential customer has the ability
12 to not pay more on the EDR because of this cost?
13 When you say "revenue neutral" --

14 A. I mean by revenue neutral, all customers.
15 The net cost to all customers is zero.

16 Q. Who is going to pay for it in the EDR?

17 A. It's a nonbypassable rider. All
18 customers pay.

19 Q. That's what you mean by revenue neutral.
20 It's an increase but everybody pays it so it's
21 revenue neutral.

22 A. No. Some customers will get a credit.
23 Some customers will pay additional charges. The net
24 cost to customers is zero across all customer
25 classes.

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1 Q. It says AEP will establish the
2 competition incentive rider, CIR, as an addition to
3 SSO nonshopping rate.

4 A. Yes.

5 Q. How much are they going to add to the
6 nonshopping rate? What will that rate be?

7 A. I don't know at this time.

8 Q. So there's no methodology known to
9 calculate that rate either?

10 A. Yes, there's a methodology.

11 Q. What is it?

12 A. If you look at provision 12-a, it says
13 "AEP Ohio and Signatory Parties will meet to
14 determine the charge to include based on the mills
15 per kWh. This will be included in the 2016 ESP
16 amendment case. If the Signatory Parties cannot
17 agree on an appropriate charge the Commission Staff
18 will choose the final level for inclusion in AEP
19 Ohio's ESP extension filing."

20 Q. Isn't this the way it's going to be added
21 to the nonshopping bills? That's not actually the
22 number that they're going to pick to add to the rate,
23 is it?

24 A. No, that's how they're going to determine
25 the charge.

9 (Pages 33 to 36)

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1 Q. Okay. Will IGS meet and be a part of
2 this?

3 A. As a signatory party, IGS certainly has
4 the right to participate in that conversation.

5 Q. Okay. And do you think the CIR will have
6 to be approved by the PUCO?

7 A. I think, yes.

8 Q. But we don't know that amount yet. We
9 don't know what that charge is.

10 A. No.

11 Q. No impact analysis, no studies done about
12 what that amount is going to be at all?

13 A. The amount will be known when it is filed
14 with the Commission.

15 Q. But we have no idea if it's a dollar,
16 \$20, or 20 cents. We don't know that right now.

17 A. Not at this time.

18 Q. Was this an important issue for IGS in
19 signing the Stipulation?

20 MR. CONWAY: Objection.

21 Q. Do you believe that adding a cost to the
22 nonshopping SSO rate violates a regulatory principle?

23 A. No.

24 Q. Okay. 12-b, it's below "a" that you were
25 just reading. It says that the total collected from

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1 not pay the CIR.

2 Q. But they'll receive a credit?

3 A. Yes, through the distribution rates.

4 Q. So we don't have any cost information now
5 that we can look at to see the impact of what the CIR
6 will be on the nonshopping customer on a
7 customer-impact basis?

8 A. The cost information will be filed in the
9 application in the ESP extension application.

10 Q. Okay. Page 13 -- I'm going to move on to
11 14, but I point out page 13 because this is under the
12 category Additional AEP Ohio Commitments.

13 A. Yes.

14 Q. We're moving into a different section,
15 and if you could, please, we can move on to page 14.

16 A. Okay.

17 Q. And, in particular, I'm looking at b,
18 "AEP Ohio and OHA will work together to develop and
19 automate Energy Star benchmarking for OHA members in
20 AEP Ohio's certified territory, which will support a
21 broader offering to other customer segments."

22 A. Yes.

23 Q. How is that paid for, do you know?

24 A. I don't know whether it's identified
25 whether there are additional costs associated with

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1 the CIR will then be refunded to all distribution
2 customers through a new rider established in the 2016
3 ESP amendment case. So I'm trying to better
4 understand this. A limited number of customers are
5 going to pay this, the nonshopping customers, and
6 then all distribution customers get it?

7 A. Yes. The charge will be to all
8 nonshopping customers, and the credit will go to all
9 distribution customers, including shopping and
10 nonshopping customers.

11 Q. Okay. So those that didn't pay into it
12 benefit from it eventually?

13 A. Currently distribution customers are
14 paying costs that are embedded in distribution rates
15 to support the SSO, so distribution customers are
16 paying to support the SSO.

17 Q. But on a very specific basis I'm talking
18 about the CIR rider only as in the Stipulation.
19 Shopping customers won't pay it, but they will
20 receive a credit from it, correct?

21 A. Shopping customers will pay the charge,
22 and they will also receive a credit through the
23 nonbypassable rate.

24 Q. They will pay the CIR?

25 A. No, I'm sorry. Shopping customers will

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1 that provision, and to the extent there are
2 additional costs, how that will be recovered.

3 Q. Thank you.

4 A. That's not identified in the Stipulation.

5 Q. Page 15, I'm looking at No. 3 regarding
6 OPAGE.

7 A. Yes.

8 Q. OPAGE will receive \$200,000 from the
9 EE/PDR. Does that mean EE/PDR is simply increased to
10 give OPAGE that money?

11 MR. OLIVER: Objection to the extent --
12 can you just read the sentence, Jodi?

13 Q. (By Ms. Bair) "In a manner that is
14 consistent with the Company's existing EE/PDR plan
15 and while staying within the currently approved
16 funding levels, OPAGE will receive \$200,000 in 2016 to
17 provide direct assistance with the approved Community
18 Assistance Program ('CAP') program within the
19 Company's EE/PDR Plan as follows."

20 A. Okay.

21 Q. So that the budget for the EE/PDR will
22 not be increased to provide \$200,000 to OPAGE?

23 A. I believe that will -- those costs will
24 be recovered through the energy efficiency rider.

25 Q. The EE/PDR rider?

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1 A. That's the rider that recovers those
2 charges, yes.

3 Q. And I would like to move on to page 16,
4 going to the bottom of the page beginning discussion
5 of the Pilot Supplier Consolidated Billing Program.

6 A. Yes.

7 Q. "AEP Ohio agrees to work with Staff and
8 Signatory Parties to determine parameters of a 2-year
9 Pilot Supplier Consolidated Billing Program for any
10 Competitive Retail Electric Service provider that is
11 a Signatory Party. The purpose of the pilot will be
12 to provide the industry with data and information on
13 the practicality of a supplier consolidated billing
14 implementation in the Ohio Electric Choice Market."

15 Will IGS participate in this consolidated
16 billing?

17 A. We have a right to. We haven't made a
18 determination at this time.

19 Q. So if IGS did not sign on to this
20 Stipulation, they could not participate?

21 A. I believe that is the case, that
22 signatory parties -- you would be required to be a
23 signatory party to participate in this program.

24 Q. What is the projected cost of the pilot
25 program?

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1 Q. And as you sit here today representing
2 IGS, what do you consider the items that are of
3 public interest that you would highlight to the
4 Commission since you want it approved?

5 A. I believe that the Supplier Consolidated
6 Billing Pilot is in the public interest. I believe
7 that the choice incentive rider is in the public
8 interest.

9 Q. The CIR?

10 A. Yes.

11 Q. Competition incentive rider?

12 A. Yes.

13 Q. I just want to make sure we're talking
14 about what's in the Stipulation.

15 A. The competition incentive rider, and I
16 believe the proposal for the referral program by AEP
17 is in the public interest.

18 Q. Okay. Thank you. So we clearly don't
19 know the cost of converting Conesville 5 and 6 to
20 co-firing, unknown at this time?

21 MR. OLIKER: Objection, asked and
22 answered.

23 A. I don't know personally.

24 Q. But as a signatory party, IGS is not
25 footnoted out of this provision. You are then okay

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1 A. I don't know.

2 Q. Okay. Moving on to page 19 with the
3 discussion about the conversion of the Conesville
4 units, I'm looking at paragraph 9-a on page 19. It
5 starts with "By July 1, 2016."

6 A. Yes.

7 Q. Okay. "By July 1, 2016, AEP Ohio will
8 make a cost recovery filing supporting the conversion
9 of Conesville Units 5 and 6 to natural gas
10 co-firing." What are the costs associated with
11 converting these units to co-firing by December 31,
12 2017?

13 A. I don't know.

14 Q. But you believe the Commission can find
15 this Stipulation is in the public interest with
16 unknown costs of converting to co-firing?

17 A. Yes.

18 Q. What is the public interest you think the
19 Commission should rely upon in this Stipulation?

20 MR. OLIKER: Objection. That question is
21 vague.

22 A. There are a lot of benefits and costs to
23 a number of provisions that the Commission approves
24 and disapproves. The Commission will weigh the
25 benefits versus the perceived costs.

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1 with AEP's commitment to make this cost recovery
2 filing?

3 A. As a package, as long as it's part of the
4 package, IGS is okay with it.

5 Q. Page 20, 9-c.

6 A. Yes.

7 Q. Okay. Here we're discussing the
8 retirement of these plants way out in the future.
9 They're going to retire, refuel, or repower. Will
10 those costs be recovered and do you know what they
11 are?

12 MR. OLIKER: Are you referring to c and
13 d?

14 MS. BAIR: Yes.

15 Q. (By Ms. Bair) "Conesville Unit 6 will
16 retire, refuel, or repower to 100% natural gas by
17 December 31, 2029."

18 A. I do not believe that's been determined.

19 Q. On the next page, on page 21,
20 specifically paragraph 11 --

21 A. Yes.

22 Q. -- with respect to Conesville Units 5 and
23 6 and Cardinal Unit 1, AEP will open a docket at the
24 PUCO entitled "Retirement Readiness," and AEP will
25 hire a third party to perform a unit-by-unit

11 (Pages 41 to 44)

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1 load-flow analysis to identify any transmission
2 upgrades and/or transmission alternatives."

3 MR. CONWAY: Objection.

4 MS. BAIR: Did I read it wrong?

5 MR. OLIKER: You have missed a "non" at
6 the very end. It's nontransmission alternatives.

7 Q. (By Ms. Bair) Okay, nontransmission
8 alternatives. They're going to hire a third party to
9 perform an analysis to see what needs to be done with
10 the retirement of those plants. Are those costs
11 going to be passed on and if so, what are the
12 projected costs?

13 A. I don't know if it's determined whether
14 or not those costs will be passed on to customers.
15 It would probably be up to AEP to decide whether they
16 want to apply for recovery of those costs at the
17 Commission.

18 Q. But as a part of this Stipulation,
19 they're agreeing to take them out of service or
20 change or get them away from coal by 2029, correct?

21 A. AEP is agreeing to do that, and there's
22 no commitment in here to recover the costs of that to
23 ratepayers.

24 MR. OLIKER: Jodi, is your question about
25 retirements, or the transmission load-flow analysis?

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1 taken to consolidate ownership interest so that the
2 co-owned units are exclusively owned by a single
3 entity."

4 A. Okay.

5 Q. So there is a chance because these units
6 are co-owned, AEP will not be able to have them shut
7 down; is that correct?

8 A. I believe this provision contemplates the
9 possibility that AEP won't have the ability to get
10 the units to shut down.

11 Q. Okay. On page 25, paragraph H --

12 A. Yes. Paragraph? I'm sorry.

13 Q. Page 25, h.

14 A. Okay.

15 Q. This is where AEP and its affiliates will
16 periodically file a status report with the PUCO on
17 the transfer of the OVEC units. Are you aware that
18 AEP currently files a status report regarding its
19 transfer of the OVEC units?

20 A. I was not aware of that.

21 Q. Okay. Page 27, c, this is about
22 Volt/VAR. "When AEP files the cost/benefit study" --
23 regarding Volt/VAR -- "it will include a proposal for
24 seeking cost recovery of deployment of all
25 cost-effective Volt/VAR AEP technology. AEP Ohio

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1 MS. BAIR: The transmission upgrades, if
2 there are transmission upgrades.

3 MR. OLIKER: Upgrades.

4 MS. BAIR: Uh-huh.

5 MR. OLIKER: I'll object to the question
6 as being vague.

7 Mr. White, if you understood the
8 question. I apologize.

9 A. There's no commitment in this provision
10 that the costs will be recovered through AEP
11 ratepayers that I'm aware of.

12 Q. Thank you. On page 23, paragraph 12,
13 switching gears here and talking about the co-owned
14 units.

15 A. Yes.

16 Q. And with respect to the co-owned PPA
17 units, I'm just trying to summarize, we are talking
18 about the co-owned units here.

19 A. Yes.

20 Q. And if you go down to b, there's a
21 paragraph that says, "If AEP Ohio is not able to get
22 all the remaining co-owners to commit to retirement,
23 refueling, or repowering the co-owned PPA units in
24 plan to be submitted by January 1, 2024, AEP will
25 report and document in this docket the steps it has

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1 agrees not to seek any additional incentive for
2 installing the equipment or shared savings for any
3 resulting energy savings. If the filing is approved,
4 the Company agrees to deploy the equipment in a
5 timely manner."

6 Are you aware of any cost estimates right
7 now regarding the cost of Volt/VAR?

8 A. I am not. But I imagine we will see
9 those cost estimates in a future filing seeking
10 proposal of the Volt/VAR technology.

11 Q. As matter of clarification, the last
12 sentence in paragraph C on page 27 says, "If the
13 filing is approved, the Company agrees to deploy the
14 equipment in a timely manner." So in better
15 understanding this Stipulation, to me AEP will only
16 deploy the Volt/VAR after it has received money.

17 A. I would believe that would be up to the
18 Commission to interpret. But my analysis would be
19 they would get approval of cost recovery. Then they
20 would deploy Volt/VAR, but they couldn't start
21 getting cost recovery until after the filing is
22 approved.

23 Q. Okay. The company could get Volt/VAR
24 equipment paid for before it is actually deployed?

25 A. That would have to be determined by the

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Commission in a future filing. I think all this provision does is commit AEP to make a future filing.

Q. Would you agree that recovering money before installation of utility equipment that is used and useful violates a regulatory policy or law?

MR. OLIKER: Objection to the extent it calls for a legal conclusion.

But if you have --

A. I don't have an opinion on that particular assertion.

Q. Further down in paragraph f, "AEP Ohio will use its best efforts to seek approval for energy and peak demand reductions to be used as a compliance tool under the Clean Power Plan." Do you know what AEP will use to use its best efforts to make this happen?

A. Do I know what that means?

Q. Yes.

A. I believe that it means that AEP will use its best efforts to seek approval for the energy and peak demand reductions to be used for compliance under the Clean Power Plan.

Q. Do you know in order to make things fit with the Clean Power Plan, would AEP file comments with the EPA, OEPA, PUCO? What would that entail?

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than the cost of the program, for instance, if you bid the revenues into the PJM actions for energy efficiency or demand response, it may not cost money. It would depend on what's in the filing.

Q. Okay. This is the EE/PDR plan. Do you know if that has a cap?

A. Does it have a cost cap?

Q. Yes.

A. The amount of revenue -- are you asking --

Q. Either the amount of revenue that the company can get or a percentage cap on a customer basis. Is there any cap?

A. I believe there is a statutory cap on the amount of revenue, but I would have to check the law.

Q. When you say statutory cap, is that law still in place you're referring to?

A. I don't know. I'm not sure.

Q. I thought it was not in place anymore.

A. I think there was a change in the energy efficiency law recently in Ohio, and I would have to review the law to answer 100 percent.

Q. Okay. Further down we are talking about the Carbon Emission Reduction Plan.

A. Yes.

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MR. OLIKER: Objection, calls for speculation.

Go ahead, Mr. White.

Q. (By Ms. Bair) You can still answer.

A. I don't know what AEP will do to -- specifically what they will do. That would be determined in the future.

Q. On the next page, page 28, paragraph 15, I won't read that aloud. This is when AEP is going to achieve greater energy savings.

MR. OLIKER: Is it 15?

MS. BAIR: Paragraph 15, yes.

Dan, do you want me to read it?

Q. (By Ms. Bair) Paragraph 15, we're talking about demand reduction goals and energy savings that AEP is going to do. That will cost money to implement that program, don't you agree?

MR. OLIKER: Give Matt a moment to read it all.

MS. BAIR: Yes.

A. It would depend on what is in the plan.

Q. So you think they could achieve energy savings, increase the energy savings, and it wouldn't cause AEP to have to spend money?

A. If the value of energy savings is greater

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Q. In there are some specific goals for AEP to transform its generation fleet, and that includes reducing reliance on coal and a variety of things, increasing natural gas generation, increasing hydro, wind, solar, and pump storage, increasing energy efficiency. Did IGS rely on any cost analysis for this type of a conversion? Was there any provided to you or did you do any?

A. I think the cost analysis will be filed in the plan that eventually must be approved by the Commission.

Q. Okay. Also Grid Modernization, that is paragraph G on page 29, AEP initiatives will include installing advanced metering infrastructures, investing in distribution automation reconfiguration, pursuing Volt/VAR optimization, removing obstacles for distributed generation.

With the installation of AMI, advanced metering structure -- and IGS is agreeing to this position -- will IGS obtain more customer energy usage data through the AMI?

A. I would hope that they would, but there are no guarantees.

Q. On page 30, Battery Technology, they talk about different -- "will include such battery

13 (Pages 49 to 52)

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resources in future filings." Does IGS have any knowledge about the battery technology or the cost that might be involved with that?

A. Since there's no actual commitment in here for AEP to include specific battery technology projects, there's no cost estimates that I'm aware of.

Q. So AEP's commitment in paragraph H that says, "AEP Ohio will include such battery resources before future filings before the Commission." That, to me, is a specific commitment to include battery resources in future filings. Would you agree?

A. No. I meant there was no commitment for a specific project or specific battery project. So you would not know what the costs would be until you identified the specific project, and those costs would be included in the future filings that would have ultimately been approved by the Commission in the future.

Q. Thank you. Again, down on I, we are talking about environmental and renewable. The first specific project is wind.

A. Yes.

Q. 500-megawatt of nameplate capacity on wind. Any cost estimate on that?

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of the wind plants?

A. I don't know. That would depend on the application, but AEP would have to get approval from the Commission for recovering any -- any project costs under this provision.

Q. Page 31, the bottom, Section 2, we're switching over to solar.

A. Yes.

MR. CONWAY: Page 31, Item 2?

MS. BAIR: Item 2, starts talking about solar.

Q. (By Ms. Bair) Any cost estimates on the solar that we know now?

A. I think you would have to wait and see each specific project to determine the cost estimates.

Q. Do you know if it's cheaper to build solar than it is to build wind?

A. I think that would depend on the project.

Q. Does recovery for the solar units here also include the 10.38 percent return?

A. I think that any return that AEP receives on these projects would have to be approved by the Commission so I don't know. When those projects -- application for those projects are filed, so I don't

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A. I think those cost estimates will be included in any future filing that would be required to receive approval for any of those projects.

Q. Do you know from being involved with the Stipulation, will these be competitively bid?

A. I believe that the projects owned by any affiliates will be competitively bid.

Q. So an affiliate of AEP could get this project and build this wind project?

A. I believe that that is contemplated under the Stipulation, yes.

Q. Okay. Now on page 31, e, "The commitment" -- this is wind -- "is premised upon AEP Ohio receiving full cost recovery (based on the PPA structure) through the PPA Rider." We don't have any cost estimates yet, do we?

A. No. I think each project will have to be separately filed, and there will have to be an approval process which will include cost estimates, and the Commission would have to approve each project on a case-by-case basis.

Q. Do you believe that because of the way this is worded that the company will only implement this based on full recovery? Will AEP Ohio begin recovery to customers before completing construction

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think that that return is the necessarily locked into these projects that AEP applies for.

Q. Okay. The way I see it on page 31, paragraph E, the commitment to build wind is premised upon AEP Ohio receiving full cost recovery based on a PPA structure, and I believe this PPA structure includes a 10.38 percent return. Are you aware of that?

MR. CONWAY: I object. Now you are speculating what the terms and conditions will be for the PPAs that relate to these other projects, and you're conflating them with the PPA that is actually being proposed in this case while the arrangement is with AEPGR and AEP Ohio.

I'm going to just object here to your question because it assumes facts that aren't in evidence and it assumes facts for which there's been no support.

Q. (By Ms. Bair) Okay. Could we go back to page 31, paragraph e, please. It says, "The commitment is premised upon AEP Ohio receiving full cost recovery (based on a PPA structure) through the PPA rider." Is it your understanding that the PPA rider includes a 10.38 percent return?

MR. CONWAY: Objection.

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1 MR. OLIKER: Objection.

2 MR. CONWAY: On what basis do you
3 conclude --

4 MS. BAIR: The witness can answer.

5 A. So I will say that the current PPA
6 structure, I believe that's the return, subject to
7 check, but there's no way that that is required under
8 any PPA structure that is utilized by the Commission.
9 If any of these projects are approved, there's
10 nothing in this Stipulation that says the Commission
11 has to approve any project or what the terms of the
12 PPAs are for the projects, assuming any of the
13 projects are approved.

14 Q. Okay. We're still looking at 31, e, what
15 is your understanding of the terminology used in the
16 Stipulation when it says "based on a PPA structure"?
17 What does that mean to you?

18 A. It means that there will be -- AEP will
19 file an application for cost recovery based on a
20 power purchase agreement where customers, all
21 distribution customers, would pay for the cost of the
22 output -- or pay for the cost of the project, and the
23 project output would then be bid into the PJM
24 markets, and the customers would receive a credit for
25 any revenues earned by bidding that output into the

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1 PJM markets.

2 Q. So as a signatory party because they put
3 PPA structure under the wind building, that does not
4 necessarily mandate a 10.38 percent return?

5 A. Yes.

6 Q. It does?

7 A. No, it does not mandate a 10.38 percent
8 return. None of these projects are mandated to have
9 a 10.38 percent return.

10 Q. Thank you. Okay. Going to page 33,
11 Section K, there's a discussion of the Three-Part
12 Test for Commission Approval.

13 MR. OLIKER: Where are you, Jodi?

14 MS. BAIR: Page 33, Section K, the very
15 first sentence.

16 MR. OLIKER: Thank you.

17 Q. It says, "The Signatory Parties agree"
18 and then the footnote is right there. Usually the
19 footnote throughout has been at the end of the
20 sentence. Do you know why the footnote is there?

21 A. Again --

22 Q. I don't understand that.

23 A. These provisions were being negotiated
24 while my wife was in labor by my counsel, and I don't
25 know why that specific footnote was put there.

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1 Q. So could you say that IGS is footnoting
2 out -- by footnoting out I mean agreeing not to
3 oppose the provisions a, b, and c.

4 A. I don't know the specific meaning of
5 that.

6 Q. So we don't know if IGS opposes the
7 entire provision K?

8 MR. OLIKER: Objection, mischaracterizes
9 the footnote. I think it should be agrees, not
10 oppose.

11 Q. (By Ms. Bair) Does IGS not oppose the
12 entire provision K?

13 A. IGS does not oppose the Stipulation.

14 Q. Okay. Then let's go --

15 A. IGS does not oppose provision K.

16 Q. The entire provision K?

17 A. IGS does not oppose the entire provision
18 K.

19 Q. Do you believe the Stipulation is a
20 product of serious bargaining among capable,
21 knowledgeable parties representing diverse interests?

22 A. Yes.

23 Q. On page 34, L, it says, "The Signatory
24 Parties agree that the Stipulation preserves and
25 advances the positive results of the MRO versus ESP

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1 test under R.C. 4928.143(C) as found in the ESP
2 III order." What are those positive results?

3 A. The results that -- provisions in the
4 Stipulation that advance competitive markets,
5 including the competition incentive rider, the
6 supplier consolidated billing, the referral program
7 as proposed by AEP.

8 Q. So you're not relying on any quantitative
9 analysis?

10 A. What you asked me was what are the
11 positive results of the Stipulation, and I told you
12 some of the provisions that I thought were positive
13 results of the Stipulation.

14 Q. Do you have any dollar amounts that would
15 be used to quantify those?

16 A. No, I do not.

17 Q. Okay. Are any of the costs associated
18 with the Stipulation that you and I have gone through
19 that are yet to be filed, are those going to be part
20 of an MRO versus ESP test?

21 MR. OLIKER: Objection, that calls for a
22 legal conclusion.

23 A. I believe that's up to the Commission.

24 Q. So you don't have an opinion on whether
25 the Commission should consider the cost of converting

15 (Pages 57 to 60)

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1 the Conesville units to co-fired units by 2017, you
2 don't have an opinion that that should be part of the
3 MRO versus ESP test?

4 A. That would be a determination that the
5 Commission would need to make, whether it's
6 appropriate to be in that analysis.

7 Q. Okay. Thank you. Page 36, top
8 paragraph.

9 MR. MENDOZA: I apologize, but I just
10 wanted to tell you I need to drop off the deposition.

11 Q. (By Ms. Bair) 36, E on page 36, top
12 paragraph E, "The Signatory Parties will support the
13 Stipulation if the Stipulation is contested."
14 Footnote 16, "Sierra Club, Direct Energy, and IGS are
15 not obligated to support the Stipulation," which when
16 we started talking about it, it means you won't file
17 a brief against it and you won't be forced to spend
18 money on supporting it; is that correct?

19 A. That's my understanding.

20 Q. Looking at this sentence on page 36, E,
21 where it says, "The Signatory Parties will support
22 the Stipulation if the Stipulation is contested," and
23 when you go back to page 2, the last up above
24 Recitals, that last sentence, though, says, "For
25 purposes of resolving the issues raised by these

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1 provide the answer for you --

2 MR. CONWAY: -- paragraph E on the other.

3 Q. -- one is contested and one is not?

4 A. Can you repeat the question?

5 Q. I am contrasting page 36, paragraph E,
6 that paragraph with your footnote --

7 A. Yes.

8 Q. -- with page 2, the last full sentence
9 above Recitals. They seem to say opposite things,
10 and I'm asking you what the difference between the
11 meaning is?

12 MR. CONWAY: I hope you can appreciate
13 the irony of your questions here as Mr. White is here
14 against his -- involuntarily and exactly what he was
15 allowed out of.

16 MS. BAIR: Is that an objection?

17 MR. CONWAY: No. I'm just pointing out
18 the error in your question.

19 MS. BAIR: I think that he can answer
20 that without being told how to answer. He's been
21 told by the Attorney Examiner to be here and answer
22 questions.

23 MR. CONWAY: Well, keep a sense of humor
24 about this, Ms. Bair. The irony is very rich.

25 MS. BAIR: Let's hear it.

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1 proceedings, the Signatory Parties agree to fully
2 support adoption of the Stipulation without
3 modification..."

4 MR. OLIKER: Where are you, Jodi? I'm
5 having trouble following you.

6 MS. BAIR: I'm on page 2 up above
7 Recitals.

8 Q. (By Ms. Bair) "For purposes of resolving
9 the issues raised by these proceedings, the Signatory
10 Parties agree to fully support adoption of this
11 Stipulation without modification..."

12 Then when we go back to page 36, "Sierra
13 Club, Direct Energy, and IGS are not obligated to
14 support this Stipulation." Why do we have two
15 different types of support for the Stipulation?

16 MR. CONWAY: I'm going to object to the
17 way the question has been framed because I think
18 you're just eliminating the context of paragraph E in
19 the course of raising your question, which that
20 context being a contested Stipulation.

21 Q. (By Ms. Bair) Do you have an answer?

22 MR. CONWAY: I think they're two
23 different contexts that are addressed on page 2 and
24 then on --

25 Q. (By Ms. Bair) As Mr. Conway is trying to

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1 MR. CONWAY: We already did in your
2 question.

3 MS. BAIR: But not from the deponent.

4 A. I mean, I think in paragraph E we're not
5 obligated -- the distinction is if it's contested, if
6 people file testimony against the Stipulation, we're
7 not obligated to file a brief. We're not obligated
8 to file a memo contra application for rehearing or
9 expend resources to participate in those proceedings.

10 MR. CONWAY: Or provide prefiled
11 testimony or deposition testimony, which is being
12 required here. That's the irony that I just pointed
13 out.

14 MS. BAIR: I appreciate your answer for
15 the witness.

16 Q. (By Ms. Bair) Okay. Will the charges to
17 residential utility customers authorized under this
18 Stipulation increase more from the Stipulation than
19 they would have under the original filed Stipulation
20 or the Amended Application?

21 A. Can you repeat the question, please?

22 Q. Will charges to residential utility
23 customers authorized under this Stipulation increase
24 more from the Stipulation and implementation of
25 everything in it than they would have under AEP

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Ohio's original Application and the Amended Application?

A. I don't know.

Q. IGS has performed no analysis to know what the impact would be from the Stipulation as compared to the Application or the Amended Application?

MR. OLIKER: Objection to relevancy.

A. IGS did not perform a residential bill impact based on the provisions of the Stipulation.

MS. BAIR: That's all I have.

Does anyone on the phone have a question?

Do we have any attorneys on the phone?

MR. PRITCHARD: This is Matt Pritchard. I'm on the phone, but I do not have any questions.

MS. BAIR: Thanks, Matt.

(The deposition concluded at 3:40 p.m.)

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CERTIFICATE

State of Ohio : SS:

County of Franklin :

I, Rosemary F. Anderson, Notary Public in and for the State of Ohio, duly commissioned and qualified, certify that the within named Matthew White was by me duly sworn to testify to the whole truth in the cause aforesaid; that the testimony was taken down by me in stenotypy in the presence of said witness, afterwards transcribed upon a computer; that the foregoing is a true and correct transcript of the testimony given by said witness taken at the time and place in the foregoing caption specified and completed without adjournment.

I certify that I am not a relative, employee, or attorney of any of the parties hereto, or of any attorney or counsel employed by the parties, or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Columbus, Ohio, on this 6th day of January, 2016.

Rosemary F. Anderson,
Registered Professional Reporter,
and Notary Public in and for the
State of Ohio.

My commission expires April 5, 2019.

(RFA-79971-2)

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State of Ohio : SS:

County of _____:

I, Matthew White, do hereby certify that I have read the foregoing transcript of my deposition given on Tuesday, January 5, 2016; that together with the correction page attached hereto noting changes in form or substance, if any, it is true and correct.

Matthew White

I do hereby certify that the foregoing transcript of the deposition of Matthew White was submitted to the witness for reading and signing; that after he had stated to the undersigned Notary Public that he had read and examined his deposition, he signed the same in my presence on the _____ day of _____, 2016.

Notary Public

My commission expires _____.

17 (Pages 65 to 67)

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Bingham, Debra

From: Setup <Schedule@aando.com>
Sent: Friday, January 08, 2016 12:24 PM
To: Bingham, Debra
Subject: FW: Matthew White - Signature Letter

Please see Mr. Olier's email below electing to waive signature on Matthew White taken on 01/05/16.

Thanks

Ken Spencer
Armstrong & Okey, Inc.
614-224-9481

From: Joe Olier [<mailto:joliker@igsenergy.com>]
Sent: Friday, January 08, 2016 11:20 AM
To: Setup
Subject: RE: Matthew White - Signature Letter

Ken,

We are going to waive signature. Thanks.

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 14-1693-EL-RDR, 14-1694-EL-AAM

Summary: Transcript Deposition Transcript of IGS filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Michael, William J. Mr.