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 Teresa Ringenbach, 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 9:17 a.m.

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APPEARANCES:
Direct Energy
By Ms. Jennifer L. Spinosi
21 East State Street, 19th Floor
Columbus, Ohio 43215

On behalf of Direct Energy Business, LLC, and Direct Energy Services, LLC.

Bruce J. Weston, Ohio Consumers' Counsel
By Mr. Kevin F. Moore
and 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.

American Electric Power
By Mr. Steven T. Nourse
1 Riverside Plaza, 29th Floor
Columbus, Ohio 43215

On behalf of the Ohio Power Company.

McNees, Wallace & Nurick, LLC
By Mr. Matthew R. Pritchard (via telephone)
21 East State Street, 17th Floor
Columbus, Ohio 43215
On behalf of the Industrial Energy Users of Ohio.

IGS Energy
By Mr. Matthew White (via telephone)
6100 Emerald Parkway
Dublin, Ohio 43016
On behalf of IGS Energy.

ALSO PRESENT:
Ms. Barbara Bossart, PUCO Staff (via telephone)
Mr. Craig Smith, PUCO Staff (via telephone)

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MR. MOORE: The deposition is going to begin now. My name is Kevin Moore. I'm the attorney for OCC and the residential ratepayers of AEP Ohio in this proceeding.

If we can take brief appearances for whoever is on the phone representing other parties.

MR. PRITCHARD: This is Matt Pritchard from the law firm of McNees, Wallace & Nurick, 21 East State Street, Columbus, Ohio 43215. I'm representing the Industrial Energy Users of Ohio.

MR. MOORE: Is there anyone else on the phone other than that?

MR. WHITE: This is Matt White from IGS.

MR. SMITH: This is Craig Smith of the PUCO staff.

MR. MOORE: Is there anyone else in the room that would want to make an appearance?

MS. SPINOSI: This is Jennifer Spinosi, counsel for Direct Energy.

MR. NOURSE: Steve Nourse for AEP, Ohio Power Company.

MR. MOORE: Okay.

MR. MOORE: This deposition is being conducted pursuant to notice, with agreement by

1 counsel regarding the time and place, In the Matter
2 of the Application Seeking Approval of Ohio Power
3 Company's Proposal to Enter into an Affiliate Power
4 Purchase Agreement for Inclusion in the Power
5 Purchase Agreement Rider, Case No. 14-1693-EL-RDR,
6 et al.
7 Did someone else just join?
8 MS. BOSSART: Yes. This is Barb Bossart
9 of the Public Utilities Commission Staff.
10 MR. MOORE: We are just getting started.
11 ---
12 TERESA RINGENBACH
13 being first duly sworn, as hereinafter certified,
14 deposes and says as follows:
15 CROSS-EXAMINATION
16 By Mr. Moore:
17 Q. Good morning.
18 A. Good morning.
19 Q. I'll be taking your deposition. Could
20 you state your full name for the record?
21 A. Teresa Lynn Ringenbach.
22 Q. And your business address?
23 A. Direct Energy, 21 East State Street,
24 Columbus, Ohio.
25 Q. Have you been deposed before?

1 A. Yes.
2 Q. I'm going to reiterate the process real
3 quickly. I'm going to ask a series of questions, and
4 you will provide oral responses to those questions.
5 I'll just remind you that you're under oath when you
6 answer the questions. They may be used at the
7 hearing later.
8 If you have any questions for me or you
9 don't understand a question I'm asking, just let me
10 know. I'll be happy to clarify or reword the
11 question. If you need to talk a break at any time,
12 I'll be happy to do that as well as long as it's not
13 in the middle of a question or you have answered the
14 question that I've asked.
15 Ms. Ringenbach, was there a notice of
16 deposition that was filed in this case to ask you to
17 come to this deposition today?
18 A. I don't know if there was something filed
19 specifically with my name on it. I know Direct
20 Energy was told at the hearing to produce a witness.
21 Q. So you're not aware of OCC filing a
22 notice of deposition for Direct Energy in this
23 proceeding?
24 A. For Direct Energy, but not specifically
25 for me.

1 Q. Okay. Are you aware of whether that
2 notice of deposition asked Direct Energy to produce
3 any documents at the start of the deposition?
4 A. I'm not aware.
5 Q. Do you have any documents you would like
6 to produce at this time?
7 A. I have documents I brought with me. I
8 brought the Stipulation, the discovery request and
9 responses, and the State policy.
10 MR. MOORE: Why don't we mark the Joint
11 Stipulation and Recommendation as Deposition Exhibit
12 1. It's probably the same one you have, just to be
13 sure.
14 (EXHIBIT MARKED FOR IDENTIFICATION.)
15 Q. (By Mr. Moore) You have Direct Energy's
16 responses to OCC's discovery requests, is that what
17 you were referring to?
18 A. Yes.
19 MR. MOORE: We can mark that as
20 Deposition Exhibit 2.
21 (EXHIBIT MARKED FOR IDENTIFICATION.)
22 MR. MOORE: We can mark the rules you
23 brought as Deposition Exhibit 3.
24 (EXHIBIT MARKED FOR IDENTIFICATION.)
25 MR. MOORE: Just for the record, this is

1 Revised Code 4928.02 titled "State policy."
2 Q. (By Mr. Moore) Okay. I'm going to ask
3 you about your background. Then we will go through
4 the Stipulation, hopefully in order, and that will be
5 it. Okay?
6 A. Okay.
7 Q. Who is your current employer?
8 A. Direct Energy.
9 Q. Does Direct Energy have a parent company?
10 A. Centrica.
11 Q. And does Centrica have another company
12 above it?
13 A. No.
14 Q. Does Direct Energy have any other
15 affiliate companies?
16 A. Yes. So there's -- I always butcher this
17 name. It's Borg Gais, an Irish name, I can't spell
18 it, in Ireland. That's the utility there.
19 They own -- so let me explain. There's
20 Direct Energy, which owns all of the companies which
21 there's various companies in the United States, and
22 then Direct Energy has sister companies under the
23 Centrica brand. There's Borg Gais in Ireland.
24 There's British Gas in the UK. There's Centrica
25 Energy, which I think may have officially been sold

1 off now, but I've been on vacation for a month so I
2 don't know if that's final or not.
3 And then within Direct Energy itself in
4 the United States there's Clockwork Home Services,
5 Direct Energy Residential that's been combined into
6 one company that hasn't been officially named yet.
7 Unofficially it's called Direct Energy Home.
8 There's Direct Energy Business that
9 channels all the business stuff, and there's an
10 upstream arm.
11 Then under Clockwork there's Home
12 Warranty of America, Airtron, Mister Sparky, One Hour
13 Heating & Air Conditioning, Benjamin Franklin
14 Plumbing. I feel like I'm missing one. I think
15 that's all of them.
16 Q. I'll forgive you for missing one. That's
17 a lot.
18 A. Basically we cover anything that touches
19 energy or repairs in your home in any sort of way.
20 It's covered in some form by one of or companies.
21 Q. Which company are you employed by?
22 A. All of them. I'm a shared service.
23 Q. Okay. Which company do you receive a
24 paycheck from?
25 A. Direct Energy, which owns all of the

1 other companies, but is actually officially Centrica
2 now as of November.
3 Q. Do you receive compensation from any
4 other company?
5 A. That's not owned by Centrica or Direct
6 Energy?
7 Q. Yes.
8 A. No.
9 Q. Do you supervise other employees in your
10 current position?
11 A. Yes.
12 Q. How many?
13 A. Two.
14 Q. Do you know their names?
15 A. Jennifer Spinosi and Keith Nemzer.
16 Q. Could you briefly state those employees'
17 responsibilities?
18 A. So Keith, his official title is analyst,
19 but he handles basically monitoring of regulatory
20 issues on the gas side for me. I have the whole
21 Midwest, so anything that happens from Ohio,
22 Michigan, headed west until you hit Colorado, because
23 we do upstream asset management agreements with
24 utilities all over the United States. Anything that
25 impacts gas in any way Keith is monitoring that for

1 me. Then he also does a little bit of advocacy, and
2 then if I need analytics on something, I go to Keith.
3 Jennifer, her official role is actually
4 to do anything that deals with Smart Grid or
5 renewables. She's also my back-up on electric issues
6 in the Midwest, and she takes point on specific
7 advocacy at the regulatory level when I ask her to,
8 and then she also acts as counsel because another
9 person on my team recently left who was acting as our
10 internal counsel, so she's filled that role while we
11 wait to fill it.
12 Q. Okay. Do any of those direct report
13 employees have a number of employees that report to
14 them?
15 A. No.
16 Q. Who do you report to within Direct
17 Energy?
18 A. Before I left, I reported to Jessica
19 Mahaffey. At this point we're in a transition, so a
20 new role was created in the company, which is an
21 executive vice president of government and regulatory
22 affairs, and we are currently transitioning so I
23 currently report to Jessica, but at some point I will
24 report directly to him.
25 Q. Who does Jessica report to?

1 A. Jessica reports to -- the guy's name is
2 Jim Steffes, S-T-E-F-F-E-S.
3 Q. And what is his title?
4 A. He's the executive vice president.
5 Q. What are your current responsibilities in
6 your current position?
7 A. So I have the entire Midwest, as I
8 earlier described.
9 Q. Okay.
10 A. And my responsibility is to deal with
11 regulatory or legislative issues that impact any of
12 our companies, which could include advocating against
13 something that has been proposed, advocating for
14 something we would like to happen.
15 I'm also the person that's responsible
16 when we have regulatory cases before any commission
17 for acting as the company's representative. I make
18 the decisions on where we go, what cases we get into,
19 and what cases we don't get into, and I provide my
20 opinion and feedback to the business and my
21 recommendations on what they should do.
22 Q. Could you run through quickly what
23 positions you held in Direct Energy before your
24 present position?
25 A. My positions at Direct Energy have always

been government and regulatory affairs. Really the only change has been whether or not I was representing -- whether or not I was directing the Midwest as a whole or individual states.

When I was originally hired, I was hired to do basically wherever they needed a regulatory person across the US because that was my background. I worked every open electric state in the US at some point.

Then I was given Ohio. We transitioned to a structure where there were five key states. Ohio is one of the key states, so I was given Ohio, and I was running Ohio but technically still doing all the Midwest stuff. Then we transitioned again to a regional structure, and the entire Midwest was given to me.

Q. Okay. How long have you been working for Direct Energy then?

A. I joined Direct Energy in September 2009.

Q. Where were you working before September 2009?

A. Prior to that, I worked for Integrys, which was previously WPS before that.

Q. And how long did you work there?

A. I started there in September 2001, and I

worked there until September 2009 when I came to Direct.

Q. What were you doing before 2001?

A. I worked for Eaton Corporation. I had the southern region, and I sold hydraulic hoses and fittings.

Q. Okay. What were your job responsibilities while you were at Integrys?

A. I was originally hired to do marketing for the City of Cleveland's electric aggregation program. That was at the very, very beginning of electric restructuring in the state. From there my role sort of progressed because there weren't any rules around electric restructuring. There weren't any rules in place for electric consumer protection yet, so those cases had started kicking off.

So I was sort of working for the City. I was selling aggregation to other cities, and I sort of became an expert on how they were run, which led to me participating in cases, which led to me participating more at the Commission, and from there things naturally progressed into me doing less with selling aggregations and learning how to do more regulatory things for the company.

At that point I actually started doing

all of the East Coast. I then took on Canadian regulatory affairs. Then Integrys/WPS decided to do Texas, so I started doing Texas for a while. They merged. Things got split up. I had the East Coast. I actually hated going to New York City all the time so I was given the Midwest after that, and from there I was pretty much doing Midwest government and regulatory affairs for Integrys up until I came to Direct.

Q. Have you ever signed a stipulation or settlement before?

A. Our counsel typically does the signing at my direction.

Q. How many stipulation settlements have you been involved in?

A. Across all states or just Ohio?

Q. Let's start with across all states.

A. I don't know, 30 or more. I just want to clarify because sometimes we participate at RESA, too. So are you asking me personally how many I participated in, or are you asking me how many working for Direct Energy have I directed people to sign on behalf of Direct?

Q. You personally.

A. Oh, 50, probably more than that. I mean,

there's probably at least two a year --

Q. Okay.

A. -- at a minimum between all of our companies.

Q. Okay. How many in Ohio?

A. Again, just me personally?

Q. Yes.

A. On the gas side there's probably been more, so I would probably say 20 over the years; not as many on the electric side.

Q. Do you know what the legal standard of review is for a stipulation at the PUCO?

A. Yes, I can read it, too.

Q. So are you aware that a stipulation is analyzed as a package?

A. Yes. It's the complete package.

Q. And that the entire package must meet the three-prong test for the PUCO to approve the stipulation, correct?

A. Yes.

Q. If I can have you look at Exhibit 1, the Joint Stipulation in this case. You're familiar with this document, correct?

A. Yes.

Q. You've read this document before?

A. Yes.
Q. Have you read the entire Stipulation before?
A. Yes.
Q. When was the last time you read it?
A. Yesterday.
Q. You didn't sign the Stipulation, though, correct?
A. No; our counsel signed it.
Q. Did she sign it at your direction?
A. Yes.
Q. Are there any other representatives or employees at Direct Energy that had to approve of the terms and conditions in the Stipulation before Ms. Spinosi signed the Stipulation?
A. Typically I go back to the business and I say, "I think this is what we should do." And they can tell me yes or no, but generally the response is, "Whatever you think."
Q. So who are those people that usually say yes or no?
A. It depends. So in this particular case it was the general manager of Direct Energy Residential.
Q. What is his name?

A. Geoff Duda.
Q. Is there anyone else?
A. Then there's people that were on the e-mails just so they were informed, but it was just so they knew what was going on. They weren't giving any direction. And then --
THE WITNESS: I can't think of business.
MS. SPINOSI: John Schultz.
A. John Schultz's team was informed. He wasn't giving any specific direction. It is generally up to me.
MR. MOORE: If I can just say, please don't help the witness with answering any questions. That would be would good.
MS. SPINOSI: Sure. I apologize.
Q. (By Mr. Moore) And what is Mr. Schultz's title?
A. He is president of Direct Energy Business.
Q. So were you involved in negotiating any of the terms of this Stipulation?
A. Yes.
Q. Do you know what terms specifically?
A. The section that deals with the supplier items, which starts at page 16, No. 7, through -- I

think it's 7 and 8. Then the basic transmission cost rider pilot, we had discussions on that, too, which is --
Q. Is that on page 11, No. 9?
A. Yes. It was already in here from the start, but the Smart Grid expansion -- I'm sorry, gridSMART expansion.
Q. Are there any other provisions?
A. I'm just looking. There's also the CIR, which is page 12. That should be it.
Q. Okay.
A. Then in addition to that we negotiated on the footnotes.
Q. Can you describe what you mean by negotiating? You said you negotiated the terms.
A. So what I mean when I say "negotiating" is we discussed things that we felt would balance the settlement as a whole enough in favor of our company that we would sign it.
Then in addition there were questions just asking for clarification on things, like the basic transmission cost rider, who would that really apply to, how would it work, that sort of thing.
Q. Did you ask similar questions about the other provisions in the Stipulation?

A. Which other provisions?
Q. Provisions other than the ones you just named as ones being that you negotiated in.
A. I think there were provisions in here along the way that dealt with -- I think there was one in here for EnerNOC. We asked how that would work. I'm pretty sure that came out at some point.
The solar building, we had discussions on that, not on the wind portion. I think just solar. Most. Most of the PPA rider stuff I think was pretty self-explanatory from the start. It was just changes and stuff that was already in the case, so I don't think we really talked a lot about that.
Oh, we did talk about federal advocacy and making sure that Direct Energy was not committed to also promote long-term capacity markets. I think that's pretty much it.
Q. So the other provisions you didn't think -- you do believe are in the public interest?
A. Which other provisions?
Q. The provisions that you haven't spoken to.
A. We think --
MR. NOURSE: I object for relevancy. Are you asking the individual provisions as opposed to

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1 the package is in the public interest?
2 MR. MOORE: Yes. I'm asking the
3 provisions that she said she did not negotiate in or
4 negotiate about, whether she believes those are in
5 the public interest.
6 MR. NOURSE: With that clarification I
7 object for relevancy.
8 Q. (By Mr. Moore) Okay, you can answer.
9 A. So we think the entire package as a whole
10 is in the public's interest.
11 Q. Okay.
12 A. It allows customers who participate in
13 the PPA to also participate in other programs that
14 can help them out, and there's a lot in here that
15 helps customers out, and I think it makes some
16 commitments by the company to make sure that the PPA
17 is a benefit overall, so yes.
18 Q. So you didn't name, for example, on
19 page 21, Section 11, as one of the provisions you
20 negotiated in. Does that mean you had no involvement
21 in negotiating the terms of that provision?
22 A. It means that this, taken with everything
23 else, we were okay with and we weren't going to
24 oppose it.
25 Q. What do you mean by "we weren't going to

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1 oppose it"?
2 A. We signed the Stipulation. We agreed as
3 a whole this was fine and, therefore, we were no
4 longer going to oppose anything dealing with the PPA
5 rider in the case.
6 Q. So did you or any other Direct Energy rep
7 attend a formal settlement meeting at the PUCO?
8 A. I did, along with Jennifer Spinosi, and
9 the last meeting Keith Nemzer was there.
10 Q. Do you know how many of those formal
11 settlement meetings you attended?
12 A. I think I personally might have missed
13 one, but someone from Direct was at each of them.
14 You mean the all-party --
15 Q. Right.
16 A. Yes, someone from Direct was at every
17 single one.
18 Q. Did you attend any settlement meetings
19 other than the all-party meetings you referred to?
20 A. Yes. So when the case first started,
21 Direct had a meeting with AEP, and I believe RESA did
22 also, and I attended that one. And then after
23 that -- Direct had one more in-person, face to face
24 once settlement -- once we started having all-party
25 settlement meetings with AEP.

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1 I'm sure as part of RESA I probably
2 attended some other meetings, but I'm not here
3 representing RESA.
4 Q. So there were at least three meetings
5 between just Direct and AEP and maybe RESA?
6 A. No. If RESA was there, we were not there
7 participating as Direct Energy. I was there as RESA,
8 so you got to keep the two separate.
9 Q. Okay.
10 A. And then Direct separately definitely had
11 its own separate meeting with AEP at the beginning of
12 the case and then again one more just Direct Energy
13 by ourselves with AEP after the settlement meetings
14 were going on.
15 Q. Do you know how long the meeting you had
16 with AEP after the settlement meetings were going on
17 lasted?
18 A. I don't know, maybe an hour and a half.
19 The whole time we weren't talking about settlement.
20 Q. Did you have any other meetings,
21 discussions, or communications of any kind with any
22 other AEP Ohio employee or representative concerning
23 the Stipulation?
24 A. I mean, I'm sure in between when things
25 were starting to get written down, I know we had

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1 e-mails -- did we have e-mails? I mean, Jennifer
2 would have had e-mails as our counsel going back and
3 forth. And then I'm pretty sure there was probably a
4 conference call or something in between all of that
5 just to talk about things. Most was it was handled
6 by Jennifer as our counsel once we started to
7 seriously negotiate language.
8 Q. So you wouldn't have been involved in
9 those e-mails or conference calls?
10 A. Only to the extent she would have copied
11 me, but she would have been the point person as our
12 counsel.
13 Q. Would she have discussed the e-mails or
14 conference calls with you afterwards?
15 MS. SPINOSI: Objection. I think she's
16 talked about the meetings she attended and she
17 identified the situations in which I was representing
18 the company as counsel, which I think you're getting
19 quite close to attorney-client privilege about what
20 communications I had with her after, you know,
21 negotiating with the company.
22 MR. MOORE: I'm not asking her about the
23 substance of those communications. I'm just asking
24 her about the fact whether she had communication with
25 you. That's not attorney-client privilege.

MS. SPINOSI: Okay. Well...
MR. MOORE: Are you going to allow her to answer the question?
MS. SPINOSI: She can answer that question but I hope we don't get into substance.
MR. MOORE: I will try not to.
A. Yes, as our counsel she would advise me what was discussed.
Q. Would anyone else from Direct Energy have had discussions or communications or meetings with AEP regarding the Stipulation other than Jennifer or yourself?
A. No.
Q. Okay. Did Direct Energy conduct or -- let me back up. Do you know if Direct Energy hired any outside consultant to conduct an analysis or study of the Stipulation?
A. They did not.
Q. Did Direct itself conduct or direct anyone to conduct a bill impact analysis concerning how the Stipulation would affect residential utility customers?
A. No.
Q. Did Direct conduct a study or perform an analysis of the Stipulation as a package before it

signed, before Direct Energy signed it?
A. A study or analysis? No, not a formal study or analysis.
Q. So you just discussed the Stipulation amongst other Direct Energy employees before signing?
A. Yes. If you're asking did we do a formal study or analysis, no. There's no document or report or data or numbers.
Q. Okay. So you would agree you're not familiar with the rate impacts associated with the Stipulation?
A. I would agree. Outside of what was put forward in the case I would agree with that, just to clarify that.
Q. Fair enough. Have you heard the word "oppose" before?
A. Yes.
Q. Do you know what the word "oppose" means?
A. It means to actively advocate against something.
Q. What about the word "participate," do you know what that word means?
A. Yes.
Q. What do you believe that means?
A. It means to actively engage in something.

Q. Could the word "oppose" also mean to disapprove of something or attempt to prevent it?
A. I think it could be an attempt to prevent it. I mean, I'm not a dictionary so I don't know if disapprove necessarily means to oppose something.
Q. What definition would you give the word "oppose" as it's used in the context of the Stipulation?
A. In this I would probably put it more in the category of would we be actively putting on witnesses to say not to do something.
Q. Is there anything else that it would mean?
A. In the context of this case and Stipulation?
Q. Yes.
A. It would also mean filing briefs and filing evidence that says something should not be done or should be changed. You could keep it but change it to a different construct or a different situation that makes it more beneficial.
Q. Is there anything else?
A. Nope.
Q. Okay. If you could turn to page 2 of Deposition Exhibit 1, the Stipulation -- well, I

guess page 1 on to 2 and then footnote 1. Footnote 1 is attached to or affixed to the end of a sentence that says, "This Stipulation is supported by adequate data and information; as a package, the Stipulation benefits customers and the public interest; provides direct benefits to residential and low income customers; and represents a just and reasonable resolution of all issues in this proceeding; violates no regulatory principle or practice; and complies with and promotes the requirements of Title 49 of the Ohio Revised Code." Is that correct?
A. Yes.
Q. Is there any other language other than the language I just read that footnote 1 refers to?
A. No.
Q. So Direct did not conduct an analysis of this provision; is that right?
A. Right.
Q. Footnote 1 says, "The Sierra Club, Direct Energy, and Interstate Gas Supply, Inc. (IGS) agree not to oppose the provision," correct?
A. Yes, that's what it says.
Q. It does not say that Direct Energy is not participating in the provision, right?
A. Right.

Q. So am I correct in assuming that Direct Energy is participating in this provision?
A. Yes. I mean, it's a settlement package, but we are basically pointing out that there could be things in here we are not opposing. If you go through and see the other footnotes, that's just basically covering anything going forward that there's another footnote to not to be able to come back and say, well, you agreed to this part of it, too. We're not saying we don't agree with the settlement package as a whole. We signed it. We clearly agree with it. It's just saying we're not going to oppose it.
Q. But you're not going to oppose just this sentence, correct?
A. Right.
Q. But there are other sentences that you could oppose then?
A. We're not opposing anything in the settlement.
Q. Then why the need for this footnote?
A. Because there's other cases going on, and we didn't want this to be pointed out to us in those cases.
Q. Could you be more descriptive? What

other cases are you referring to?
A. The FirstEnergy ESP case.
Q. And how would the FirstEnergy ESP be involved with this sentence?
A. It is more just the public perception because we do oppose that case.
Q. Okay. So I am correct in assuming that Direct would not oppose this sentence from being approved; is that correct?
A. That's correct.
Q. Since you're not opposing that, does that mean Direct approves of this provision?
A. It means that we don't oppose it.
Q. So does that mean you disapprove of the provision?
A. That means that we are neutral on the provision and we're got going to oppose it.
Q. So you have no opinion on it?
A. Yes.
Q. So would it be fair to state for every provision in which it says that Direct Energy agrees not to oppose, that means they are neutral on that provision, they have no opinion on it?
A. It means this settlement as a whole stands as it is, and we think it's a good settlement

as a whole. And as any agreement anywhere, you're not going to like everything that's in everything but you accept it as a whole, and as a whole, it was enough for us to sign.
Q. Okay. That wasn't my question, though. My question was, for every sentence that has a footnote affixed to it that says "Direct Energy does not oppose this provision," does that mean that Direct Energy has no opinion on that provision?
A. I think in the context of this case we don't have an opinion on that provision.
Q. Okay. Could you turn to page 4, the bottom under Section III-A-1, the two sentences there and the corresponding footnotes 4 and 5? The first sentence, "The Signatory Parties agree that it would be prudent for AEP Ohio to sign a Revised Affiliate PPA, which has been updated as summarized in Attachment A." Footnote 4 attached to the end of that sentence says, "Sierra Club, Direct Energy, and IGS are not participating in this provision but agree not to oppose it." Is that correct?
A. Yes.
Q. So am I correct the Direct did not conduct an analysis of this provision?
A. That's correct.

Q. So Direct is not participating in this. Provision; is that right?
A. That's correct.
Q. And is also not opposing this provision, right?
A. That's correct.
Q. So am I correct in assuming it's not taking a position on the provision?
A. That's correct.
Q. So if the language in footnote 1 means that Direct Energy is not taking an opinion on the provision and the language in footnote 4 means that Direct is not taking a position on the provision, why is the language different?
A. We are not participating in negotiating the PPA agreement. We're not putting forward any analysis or data. We are not actively doing anything regarding this section to basically put forward any data in any way or negotiate what goes into their PPA agreement.
Q. Okay. So participating means you're not going to -- you haven't done anything in the past and you're not going to do anything in the future to actively be involved in that provision?
A. In the context of this case, that's

correct.
Q. So that would be the same with footnote 5 as well in the sentence that it's affixed to?
A. Yes.
Q. And the same would be true for footnote 6 on page 5, Direct Energy is not participating in the provision but also agrees not to oppose it?
A. That's correct.
Q. So Direct Energy holds no opinion on that provision and is also not going to actively engage in or advocate against that provision at any point?
A. We did no analysis, and at this point as part of the settlement as a whole, we're agreeing to it.
Q. So you are agreeing to it?
A. We signed the settlement that includes it. We're not going to oppose it. We made that clear.
Q. Okay. So take, for instance, on page 5 the sentence after the sentence that has footnote 6 in it, are you agreeing to that sentence?
A. We would agree to that. We agree with divestiture in other cases and support divestiture.
Q. Are you agreeing not to oppose that sentence?

A. We are not opposing that sentence.
Q. If you agree to it and you agree not to oppose that sentence, why does it not have a footnote saying you agree not to oppose it?
A. The purpose of the footnotes is more clarification for other cases, as I said before.
Q. Okay. If that's the truth, then wouldn't it have made more sense to put a footnote at the beginning or end of the document saying that the contents of this document refer to this proceeding only?
MR. NOURSE: I object. It's argumentative and irrelevant what you think about how the settlement should have been structured.
Q. (By Mr. Moore) You can answer.
A. No. I think there are definitely things in the settlement that we are really supportive of, and I think there's things in it that we know we're fighting in other areas, and we wanted to make it clear that just because we are signing this settlement doesn't mean it's a broad brushstroke that we're going to agree to this type of thing everywhere.
Q. Okay. If you could turn to page 31, look at footnote 13 there. It says, "Except as explicitly

indicated, nothing in this section shall be interpreted to limit the rights of Signatory Parties to fully participate or take positions (for or against) in EL-RDR proceedings relating to the terms of any individual project." Is that correct?
A. Yes.
Q. Am I correct then in assuming that all provisions which do not have this similar language footnoted to it that the signatory parties do have limited rights to fully participate or take positions in future proceedings related to this provision?
MR. NOURSE: I object as to the relevancy of one signatory party trying to make some kind of global interpretation of the Stipulation.
Q. (By Mr. Moore) You can go ahead and answer.
A. I mean, it's -- it is as it's written. It says it doesn't limit the rights of the parties in a future EL-RDR proceeding. What those positions would be or what those parties might say, I have no idea.
Q. That wasn't my question. My question was for sentences that don't have this exact or similar language connected to it through a footnote, does that mean the signatory parties do have limited

rights to fully participate or take positions in future proceedings related to those other provisions?
MS. SPINOSI: I object because I think you are asking the witness to make a legal conclusion. She's not an attorney. For her to opine on the legal rights of other signatory parties in other cases or how this language would be applied here I think is asking her to make a legal opinion.
MR. MOORE: Okay. I'm just asking her about the facts of this Stipulation here that she directed someone to sign.
Q. (By Mr. Moore) You can go ahead and answer.
A. I think it depends on what part of the Stipulation and what the future cases are. I mean, at the end of the day what's written here is what's written here, and if you are violating what you agreed to, you are violating what you agreed to. But there might be a case that maybe touches on it, but is it a violation that they are participating in it? I don't know. I don't know what's going to happen in the future. I think that was the whole purpose of the footnote.
Q. Maybe you're not understanding my question. So this sentence says that nothing in this

1 section shall be interpreted to limit the rights of
2 Signatory Parties to fully participate in future
3 proceedings that are related to this sentence,
4 correct?
5 A. Uh-huh.
6 Q. So if a sentence does not have a footnote
7 like that, does that mean that the signatory parties
8 do have limited rights for those sentences?
9 A. It's a settlement agreement. You signed
10 it so you're beholding to what you signed.
11 Q. Okay. So the answer is yes?
12 A. Yes.
13 Q. On page 33, footnote 14 related to the
14 three-part test for Commission approval. Do you see
15 that?
16 A. Yes.
17 Q. It says that "Sierra Club, Direct Energy,
18 and IGS agree not to oppose this provision."
19 A. Uh-huh.
20 Q. Does mean they are taking no position
21 with regards to whether or not the Stipulation passes
22 the three-part test?
23 A. I can only speak for Direct Energy, but
24 that's what it means.
25 Q. Okay. Does it mean that -- does it also

1 mean that they agree it does pass the three-part
2 test, or they just have no opinion on it whatsoever?
3 MS. SPINOSI: Could you rephrase to
4 specifically ask about Direct Energy rather than
5 "they"?
6 MR. MOORE: My fault.
7 MS. SPINOSI: Thank you.
8 Q. (By Mr. Moore) Does that mean that Direct
9 Energy agrees the Stipulation passes the three-part
10 test or that Direct Energy is taking no opinion on
11 it?
12 A. Again, the footnote was put in there for
13 us in terms of the FirstEnergy case, so I would say
14 in the context of this actual Stipulation, we agreed
15 not to oppose it, but I think we would probably agree
16 that it passes the three-part test.
17 Q. Well, if you agree it passes the
18 three-part test, why did you need to draw up a
19 footnote saying you're not going to oppose?
20 A. Mainly to ensure we would not have to
21 produce a witness and litigate the case.
22 Q. How would dropping this footnote ensure
23 you don't have to produce a witness?
24 A. Well, clearly it didn't, so it didn't
25 work.

1 Q. Was there any other reason that you
2 dropped that footnote there?
3 A. That and the FirstEnergy case.
4 Q. Those are the only two reasons?
5 A. Those are the only two reasons.
6 (Recess taken.)
7 MR. MOORE: We will get started again.
8 Take a quick role call to see who is on the phone
9 still.
10 MR. PRITCHARD: Matt Pritchard.
11 MS. BOSSART: Barb Bossart.
12 MR. SMITH: Craig Smith.
13 Q. (By Mr. Moore) If I could have you turn
14 to page 36 of the Joint Stipulation, Deposition
15 Exhibit 1. Section E at the very top reads, "The
16 Signatory Parties will support the Stipulation if the
17 Stipulation is contested, and no Signatory Party will
18 oppose an application for rehearing designed to
19 defend the terms of this Stipulation." Is that
20 correct?
21 A. Yes.
22 Q. And after the first line of that
23 sentence, which reads, "The signatory parties will
24 support the Stipulation if the Stipulation is
25 contested," there's footnote 16 which reads, Sierra

1 Club, Direct Energy, and IGS are not obligated to
2 support the Stipulation. Is that correct?
3 A. Yes.
4 Q. Does that footnote refer to just that
5 first line?
6 A. Yes. It's intended -- from Direct
7 Energy's perspective, it was intended, again, so that
8 we would not have to put on a witness in the case.
9 Q. Was it intended for any other reason?
10 A. On that one, no. That was the whole
11 point.
12 Q. So that's the only meaning for that
13 footnote?
14 A. From Direct Energy's perspective?
15 Q. From Direct Energy.
16 A. Yes.
17 Q. Does it also mean you can choose not to
18 support the Stipulation?
19 A. No.
20 Q. So you do agree to the second part of
21 that sentence, correct?
22 A. That "no Signatory Party will oppose an
23 application"?
24 Q. Yes.
25 A. Yes.

Q. Do you approve every provision to which Direct Energy did not affix a footnote?
A. We signed the Stipulation, so yes.
Q. So footnote 16 really speaks to the Stipulation as a whole, correct?
A. Footnote 16 means that I'm short-staffed and didn't want to put a witness on. That's what footnote 16 speaks to.
Q. Okay. But it speaks to the fact that Direct Energy did want to put a witness on to support the entire Stipulation or just did not want to put it on to support this sentence?
A. Direct Energy didn't want to put a witness on in the case, period. I didn't have a lot of resources. I signed this so I wouldn't have to litigate the case, and I specifically didn't want to get pulled into having to offer up a witness to support the Stipulation. That's what that means.
Q. Okay. If I could have you turn to page 9, we can look at some of the substantive provisions now. Section B titled Federal Advocacy, there's a footnote after the first two words, "AEP Ohio," and that section states, "The Federal Advocacy commitments are those of AEP Ohio and not of any other Signatory Party." Could you tell me what that

means to Direct Energy?
A. To Direct Energy it means that we don't necessarily support longer-term capacity markets. I think there's other ways to do it. We've advocated at the federal level for other ways.
Q. And you can continue to advocate against that in the future then, correct?
A. I didn't say we advocated against it. We said we are not necessarily supportive of it. I think there's other ways to do it. It doesn't mean in the future we would not come around to some construct that would work.
Q. Did you conduct an analysis of this provision?
A. I talked to my PJM person and said, "How do we feel about long-term capacity markets?" And she said, "This is how we feel so don't commit us."
Q. Okay. So Direct Energy is not taking a position with regards to Section B at all then, correct?
A. In the context of this case?
Q. Correct.
A. No.
Q. So you don't disagree with this in the context of this case, Section B?

A. Section B obligates the company to file -- we just wanted to make sure it was clear that should we have a different position on whatever they file in the future, that we are not held to it in the Stipulation.
Q. Do you think that the PJM currently needs a longer-term capacity product?
A. I'm not prepared to answer that question in the context of this case.
Q. Okay. So B-1 states, "Through May 31, 2024, AEP will advocate in good faith before PJM and FERC for market enhancement such as longer-term capacity product, and any other market improvements. Before making any such filing, AEP Ohio will inform Staff of its position and the rationale behind it." Is that right?
A. Yes, that's what it says.
Q. Do you know what other FERC market enhancements were discussed in negotiation of this provision?
MR. NOURSE: I object if you are asking for the content of settlement discussions; and it's completely irrelevant and confidential, and this provision is not binding on any of the other signatory parties.

MR. MOORE: Very well.
Q. (By Mr. Moore) Were any other market enhancements, products, or programs, ideas brought up during any of the other settlement sessions?
MR. NOURSE: Same objection.
MS. SPINOSI: Objection.
MR. MOORE: All right. I'll move on.
Q. (By Mr. Moore) If you could turn to page 10, Section C, I think that section goes through page 13, did Direct conduct or direct anyone to conduct an analysis of the provision?
A. An analysis of the ESP extension?
Q. Just all the terms that are contained in this provision.
A. No. We did no formal studies or formal analyses. The only thing I can say we probably did on this was ask questions. What did they mean? Would they have to file something separately? Can you expand on that, that kind of question.
Q. Okay.
A. I'm sorry. You asked all of Section C, right?
Q. Yes.
A. We did no formal study or analysis. I would say on No. 9 I did go back and ask if we had

any GS-2 customers that fit into the province of the BTCR. That's not an analysis, but I think that's a fuller answer to your question.
Q. Okay. Thank you. Would you agree that Section C will be the subject of a future filing?
A. Yes.
Q. And that future filing may or may not be accepted, correct?
A. That's correct.
Q. Can you explain what Section C-10 on page 11 means? Why is there a "Reserved" section there?
A. I don't know. My assumption is there may have been a party that had something that was going to join in and then didn't or it's a typo.
Q. Okay. If you could turn to page 16, Section 7, the Pilot Supplier Consolidated Billing Program.
A. Okay.
Q. Is there any mention in this section of the costs of the program?
A. Only to the extent it talks about splitting the costs and the fact that CRES suppliers will pay their 50 percent share of it. Then there's a little part at the end about -- let me find it.

Yes, I think it's all in f. So the 50/50 split is in f of the costs, and then the Commission staff will study the costs to implement the pilot and analysis of the costs needed to expand the program and how that should be allocated among the providers. So all of that is in f.
Q. Okay. Maybe I should have been a little more specific. Is there anything in Section 7 that talks about or estimates what the total costs of the Pilot Supplier Consolidated Billing Program will be?
A. No.
Q. Did you do any study or analysis to try to determine that on your own?
A. On our own? No, we did not.
Q. And this program will be the subject of a future filing; is that right?
A. Yes.
Q. And the program will be recovered from retail customers in the future, correct?
A. The program costs are split between CRES and retail customers.
Q. Okay. So there's no cost estimate for this program. You didn't do an analysis of the program, correct?
A. Is your question did Direct Energy create

a cost estimate and did Direct Energy do an analysis?
Q. Yes.
A. No, Direct Energy did not create a cost estimate, and Direct Energy did not do a study.
Q. So if there's no cost estimate and this program is going to be the subject of a future filing that may or may not be approved, how can Direct Energy know it's in the public interest?
MR. NOURSE: I object. You said there's no cost estimate. Just because Direct didn't do a study, I don't think that's a factor. There's been discussion in the record already in this case about cost.
Q. (By Mr. Moore) Okay. You can go ahead and answer.
A. AEP gave a cost estimate that they provided to us. We did not do a cost estimate. We did not do a study. So based on that, we determined that this was still a good opportunity to move forward because we believe -- Direct Energy believes that supplier consolidated billing offers great benefits to customers.
Q. But there's no cost estimate in the Stipulation, correct?
A. There's no cost estimate written in the

Stipulation, that's correct.
Q. Was every party to the proceeding given those cost estimates?
A. I'm pretty sure AEP announced it to the entire settlement group, the all-party settlement, so if you were there, you heard it.
Q. Okay. If you could turn to page 19, Section 9, it talks about Conesville Units 5 and 6; is that correct?
A. Yes.
Q. And you have not agreed to not participate in this provision; is that right?
A. We did not put a footnote on this provision, that's correct.
Q. Okay. And you have not agreed to not oppose this provision; is that correct?
A. We did not place a footnote similar to the other footnotes on this section.
Q. Okay. So you do approve of this provision?
A. Well, I don't think we disapprove of anything. We agreed to the entire settlement, so yes, we approve of this section.
Q. Do you agree that conversion of Conesville Units 5 and 6 are subject to approval of

cost recovery?
A. Yes.
Q. And that cost recovery will be the subject of a future filing?
A. I believe they would have to file that as part of the PPA rider, any sort of true-ups or anything like that, so there would be some sort of filing.
Q. And retiring, refueling, or repowering Conesville Unit 6 will be the subject of a future filing, correct?
A. I'm sorry, are you asking me if the costs are the subject, or whether or not they can do it is the subject?
Q. Let's start with the costs. Will the cost of retiring, refueling, or repowering Conesville Unit 6 be the subject of a future filing?
A. I think that's part of a future filing because that was part of the PPA rider.
Q. But whether or not they could retire, refuel, or repower Conesville Unit 6 would not be the subject of a future filing?
A. No. I'm pretty sure that decision lies with AEP.
Q. So the costs of retiring, refueling, or

repowering Conesville Unit 5 will also be the subject of a future filing?
MR. NOURSE: I just object if you're just asking all these general questions. Do you have a reference to the language you're asking her to look at?
MR. MOORE: Yes. Page 19, Section 9, which I referred her to earlier.
MR. NOURSE: Well, it's more than just page 19. What language are you asking about, because this is not a provision that she already indicated earlier that she was directly involved in.
MR. MOORE: Section 9 she did indicate that she was involved in it.
MR. NOURSE: She indicated that she agreed with it, but she didn't indicate it was one of the provisions she was involved in negotiating that we discussed at the outset.
MR. MOORE: She's a signatory to the Stipulation. She said that she approved of this provision.
MR. NOURSE: So what language are you asking about?
MR. MOORE: Section 9.
A. So just to -- AEP can seek cost recovery.

They would have to make a filing for the cost recovery. The decision on refueling or retiring or whatever is going the lie with AEP, not with the Commission. If AEP, for whatever reasons, decides they can't get cost recovery, don't like the cost recovery, they can change their mind. They can do other things, but that decision is with AEP. The cost recovery itself would be subject to them filing for cost recovery.
Q. Okay. Would you agree there are no estimates related to the cost recovery we were just talking about, Conesville Units 5 and 6?
A. I don't know. I didn't participate enough in that to look at whether or not they did different analyses on their different options.
Q. Okay. But you don't see cost estimates in the Stipulation, correct?
A. In the Stipulation itself? No. But I would have to go back and reread the section in detail to see if it references something else in this case.
Q. I can give you that time if you would like.
MR. NOURSE: Can I clarify. What cost estimates are you referring to?

MR. MOORE: Thank you, Steve.
Q. (By Mr. Moore) The cost estimates of converting Conesville Units 5 and 6 to natural gas co-fired units. Was there a cost estimate in the Stipulation that the signatory parties agreed to?
A. There isn't, but there were definitely limits in here, so there's no cost recovery estimate, but there's limits on what they can -- what can be recovered through the PPA rider.
Q. You said there's no cost recovery limits. Is there --
A. No; no cost recovery estimates.
Q. Estimates, I'm sorry. You said there's no cost recovery estimates. Is there any cost estimate, period, as to converting Conesville Units 5 and 6 in the Stipulation?
A. Not in the Stipulation.
Q. Okay. Turn to page 28, please, Section E, the Carbon Emission Reduction Plan. Do you know if the Carbon Emission Reduction Plan will be binding on AEP?
MS. SPINOSI: I'm sorry, just for clarification, are you talking about the Carbon Emission Reduction Plan, like, within the section, or are you talking about larger, like --

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MR. MOORE: Just whatever is contained in the Stipulation, yes.
MS. SPINOSI: Okay.
A. I mean, it's a plan to reduce their carbon emissions, so, I guess I'm -- yes, it's binding on them to create a plan to reduce carbon emissions.
Q. Is it binding on them to follow through with that plan?
A. I think if they create a plan, they would likely follow through with it. I think there's a lot of different carbon emission plans out there from different companies. It's pretty standard they try to follow through with them nowadays.
Q. Do you know if an economic impact analysis has been shown or provided to date regarding the Carbon Emission Reduction Plan?
A. I'm not aware of one.
Q. Would you agree there's no cost estimate contained in the Stipulation regarding the Carbon Emission Reduction Plan?
A. Yes.
Q. And the Carbon Emission Reduction Plan will be the subject of a future filing; is that right?

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A. Yes, they have to file it.
Q. And so the Carbon Emission Reduction Plan may or may not be accepted; is that right?
A. Yes.
Q. And Direct Energy did not conduct an independent analysis of this provision; is that correct?
A. We did not.
Q. Would you consider Direct Energy to be a knowledgeable party about the Carbon Emission Reduction Plan?
A. Direct Energy participate in carbon emission reduction plans throughout the world, so yes.
Q. What about this specific Carbon Emission Reduction Plan?
A. We support carbon reduction, so this plan is a high level summary of what they intend to file. So the devil is in the details once it's actually filed, but we support the concept that is outlined in the Stipulation.
Q. So you agree that there are little details in the Stipulation as to what sort of plan is going to be filed?
A. I think it is fairly detailed in the

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percentages they have to hit. I think in terms of the Stipulation you generally wait to see what the plan actually has in it on how they are going to achieve it.
Q. Right. But there's little detail about how they're going to achieve those percentages?
A. I think there's a lot of carbon reduction plans out there that have very little details on how people are going to achieve something.
Q. Okay. So Direct Energy has more just agreed to the commitment of AEP Ohio to file this plan rather than a detailed plan; is that correct?
MS. SPINOSI: I feel like we are kind of quibbling about this term "details." I mean, I think you including the term "detail" in your question is a poor premise for the question, so if you could rephrase that, then I think maybe she would be in a better position to answer.
MR. MOORE: She included it in her answer to the last question.
A. I mean, there is some significant detail that outlines their plan. I mean, there's specific percentages on nuclear generation, reliance on coal, increasing natural gas generation, increasing hydro, wind, solar, pumped storage, increasing energy

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efficiency and demand response. I mean, there's a lot in here including what's in F on fuel diversification. It's not as though there's nothing here.
Q. Okay. If you take a look at F, Fuel Diversification, on page 29, is there any cost estimate regarding the plan for the fuel diversification program that AEP plans to implement in the Stipulation?
A. There's not a cost estimate in the Stipulation.
Q. And this will also be the subject of a future filing, is it not?
A. Yes.
Q. And that filing may or may not be accepted; is that correct?
A. Yes.
Q. Did Direct Energy conduct or direct anyone else to conduct an analysis of this provision in the Stipulation?
A. No.
Q. Okay. Section G on 29, Grid Modernization, do you see that?
A. Yes.
Q. Did Direct Energy conduct or direct

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1 anyone to conduct an analysis of this provision?
2 A. We did not, but we participated in so
3 many cases on Smart Grid we did not need to do a
4 formal analysis. We already knew what was good and
5 what was bad.
6 Q. Okay. Have you done or participated in
7 other Smart Grid programs with AEP Ohio in the past?
8 A. Yes.
9 Q. Would you agree there's no cost estimate
10 for Section G contained in the Stipulation?
11 A. Yes.
12 Q. And that Section G and the program that
13 it entails will be a subject of a future filing as
14 well?
15 A. Yes.
16 Q. Okay. Turn to the next page, page 30.
17 I'm looking at Section H, Battery Technology.
18 A. Uh-huh.
19 Q. Do you know how many megawatts the
20 batteries will be able to store?
21 A. No.
22 Q. Do you know --
23 A. There was something mentioned in the
24 settlement conference, but I don't remember what it
25 was.

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1 Q. Okay. Was that one of the formal
2 settlement conferences at the PUCO?
3 A. Yes.
4 Q. Do you know whether the batteries will be
5 manufactured in Ohio?
6 A. I do not know.
7 Q. Do you know who will pay for the battery
8 technology?
9 A. Well, it's eligible for inclusion in rate
10 base so it would be distribution service customers.
11 Q. This would be the subject of a future
12 filing, correct?
13 A. Yes.
14 Q. And you would agree there's no cost
15 estimate for the battery technology contained in the
16 Stipulation?
17 A. Yes.
18 Q. Look at the next section, Section I,
19 Environmental and Renewable Energy Projects. Section
20 I-1 speaks about wind energy projects in Ohio that
21 AEP intends to implement; is that correct?
22 A. Yes.
23 Q. Do you know if the wind turbines are
24 going to be built in Ohio?
25 A. I don't know.

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1 Q. Do you know if AEP has committed to any
2 manufacturing jobs in Ohio related to the wind
3 project?
4 A. Relating to wind? I don't think so, but
5 I don't know if they already have contracts somewhere
6 with someone who produces wind turbines in Ohio.
7 Q. Okay. Do you know what capacity factor
8 means?
9 A. Yes.
10 Q. Do you know what the capacity factor for
11 the wind energy projects will be?
12 A. I do not know.
13 Q. Do you know if there will be any storage
14 for the wind energy?
15 MR. NOURSE: I object to all these
16 speculative questions about projects that are not
17 even known as of today. You're asking about
18 engineering details. There's no basis to think she
19 has any knowledge about this.
20 Q. (By Mr. Moore) You can go ahead and
21 answer.
22 A. I'm sorry, what was your question? Will
23 there be storage?
24 Q. Right.
25 A. I don't know.

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1 Q. But it's not detailed in the Stipulation
2 whether there will be storage or not.
3 A. No.
4 Q. Okay. Moving on to I-2 on page 31 going
5 on to 32, this details AEP's plan to develop solar
6 energy projects in Ohio; is that right?
7 A. Yes.
8 Q. Do you know what kind of solar cells are
9 planned to be used in this project?
10 A. I mean, the kind that's going to be
11 mostly manufactured in Appalachian Ohio using
12 military vets.
13 Q. Do you know what the capacity for the
14 solar energy project will be?
15 A. I don't know.
16 Q. Do you know what the cost estimate for
17 this project will be?
18 A. No, I do not know.
19 Q. I should have asked earlier. Do you know
20 what the cost estimate for the wind energy will be?
21 MR. NOURSE: I object here. Did you say
22 project?
23 MR. MOORE: Yes.
24 MR. NOURSE: Obviously, it refers to
25 multiple projects.

MR. MOORE: Thank you.
Q. (By Mr. Moore) The wind energy projects. I'm sorry.
A. I don't know what the costs would be. That's why they have to file for it.
Q. Okay. That was my next question. So both the wind energy projects and the solar energy projects under Section I will both be the subject of future filings; is that correct?
A. Yes.
Q. If you could turn to Section L on page 34, the MRO Test Results, did Direct Energy conduct or direct anyone to conduct analysis of this provision?
A. We did not do a formal analysis of this provision.
Q. Did you do an informal analysis of this provision?
A. I did an informal checkoff, does it meet the state policy when it comes to competitive markets and will it advance the competitive market and help our customers, in my head.
Q. Okay. Can you describe what sort of analysis you did?
A. So we definitely looked at the concept of

the PPA rider. We weighed that against -- or I weighed that against, you know, the BTCR rider, which is no secret it's Direct Energy that has that open for rehearing in the ESP case, and will that benefit and help our customers, which it would.

We looked at the fact that we've been working for a long time to get supplier consolidated billing because that allows us to offer customers different ways to control their bills, which would benefit them against rising energy costs or even energy costs that are flat but at the same time they want to use less of.

We looked at the CIR and unbundling that's been requested in various cases over the years and the impact of that to benefit our customers. We looked at waking customers up and using my knowledge of how the gas markets have worked and the surveys of customers there and the fact of customers who don't engage tend to not know what they're doing. In light of the customer moving proposal that's here, that would be filed.

And then we looked at the other provisions that are in here to see if they would harm our company or our customers, or if that as a whole all balanced out.

It was my recommendation based on all that it did balance out. It did help our existing customers, and we thought it would be a benefit to them.
Q. Did you compare the costs of an MRO versus the cost of an ESP?
A. No.
MR. MOORE: I think that's all that I have.
Did anyone else on the phone have any questions?
Steve, do you have any?
MR. NOURSE: No.
MR. MOORE: Jennifer, do you have anything?
MS. SPINOSI: No, thank you.
MR. MOORE: All right. That concludes the deposition then.
Thank you, Ms. Ringenbach.
(The deposition concluded at 11:07 a.m.)

State of Ohio :
: SS:
County of _____ :

I, Teresa Ringenbach, 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.

_____
Teresa Ringenbach

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

_____
Notary Public

My commission expires _____, _____.
---

1 CERTIFICATE
2 State of Ohio :
: SS:
3 County of Franklin :
4 I, Rosemary F. Anderson, Notary Public in and for the State of Ohio, duly commissioned and
5 qualified, certify that the within named Teresa Ringenbach was by me duly sworn to testify to the
6 whole truth in the cause aforesaid; that the testimony was taken down by me in stenotypy in the
7 presence of said witness, afterwards transcribed upon a computer; that the foregoing is a true and correct
8 transcript of the testimony given by said witness taken at the time and place in the foregoing caption
9 specified and completed without adjournment.
10 I certify that I am not a relative, employee, or attorney of any of the parties hereto, or of any
11 attorney or counsel employed by the parties, or financially interested in the action.
12
IN WITNESS WHEREOF, I have hereunto set my
13 hand and affixed my seal of office at Columbus, Ohio, on this 6th day of January, 2016.
14
15
_____
Rosemary F. Anderson,
16 Registered Professional Reporter,
and Notary Public in and for the
17 State of Ohio.
18 My commission expires April 5, 2019.
19
20 (RFA-79971-1)
21 ---
22
23
24
25

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ARMSTRONG & OKEY, INC.
Professional Reporters
222 East Town Street, 2nd Floor
Columbus, Ohio 43215
614/224-9481

January 6, 2016

Ms. Teresa Ringenbach
c/o Ms. Jennifer L. Spinosi
Direct Energy
21 East State Street, 19th Floor
Columbus, Ohio 43215

Re: Ohio Power Company, Case No. 14-1693-EL-RDR

Dear Ms. Ringenbach:

Your deposition taken on January 5, 2016, for examination pursuant to 4901-1-21(K) of the Ohio Rules of Practice before the Public Utilities Commission of Ohio.

The above-mentioned rule requires that your deposition be read by or to you. Any changes in form or substance which you desire to make shall be listed on the errata sheet with a statement of the reasons given for making them.

If your deposition is not signed within 10 days, our office is required to sign it and state the fact of the refusal to sign with the reason, if any, given therefor; and the deposition may then be used as though signed, unless on a motion to suppress the Court holds that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

By copy of this letter we are advising the attorneys in the case of the submission of your deposition.

Please have your deposition signed in the presence of a Notary Public and return to us by certified mail. Thank you for your promptness in this matter.

Sincerely,

ARMSTRONG & OKEY, INC.

cc: Mr. Moore; Mr. Nourse; Mr. Pritchard; Mr. White

(RFA-79971-1)

State of Ohio :
: SS:
County of Franklin :

I, Teresa Ringenbach, 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.

Teresa Ringenbach

I do hereby certify that the foregoing transcript of the deposition of Teresa Ringenbach was submitted to the witness for reading and signing; that after she had stated to the undersigned Notary Public that she had read and examined her deposition, she signed the same in my presence on the 6 day of January, 2016.

Notary Public

My commission expires 6-11, 2018.

- - -

NOTARIAL SEAL STATE OF OHIO

Zane Barrett
Notary Public, State of Ohio
My Commission Expires 06-11-2018

ERRATA SHEET

Please do not write on the transcript. Any changes in form or substance you desire to make should be entered upon this sheet.

TO THE REPORTER:

I have read the entire transcript of my deposition taken on the 6 day of January, 2016, or the same has been read to me. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the signature page and authorize you to attach the same to the original transcript.

Page	Line	Change	Reason
5	21	Middle name is Lyn not Lynn	
37	10	Change beholding to beholden	

Date 1/6/16 Signature: _____

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 Teresa Ringenbach 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-79971-1)

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