

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application Seeking)
Approval of Ohio Power Company's) Case No. 14-1693-EL-RDR
Proposal to 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 Certain) Case No. 14-1694-EL-AAM
Accounting Authority.)

**SECOND APPLICATION FOR REHEARING OF THE
OHIO MANUFACTURERS' ASSOCIATION ENERGY GROUP**

Pursuant to Section 4903.10, Revised Code, and Rule 4901-1-35, Ohio Administrative Code (O.A.C.), the Ohio Manufacturers' Association Energy Group (OMAEG) hereby respectfully requests rehearing of the Public Utilities Commission of Ohio's (Commission) November 3, 2016 Second Entry on Rehearing (Second EOR)¹ issued in the above-captioned matters. OMAEG contends that the EOR is unlawful, unjust, and unreasonable in the following respects:

- A. The Commission erred in approving AEP Ohio's request to modify the Stipulation to recover the costs associated with its Ohio Valley Electric Corporation (OVEC) entitlement through the PPA Rider in violation of Ohio law.
1. The Commission's decision regarding the OVEC-only PPA Rider violates Section 4903.09, Revised Code, as it was not based on record evidence in the case.

¹ *In the Matter of the Application Seeking Approval of Ohio Power Company's Proposal to Enter into an Affiliate Power Purchase Agreement for Inclusion in the Power Purchase Agreement Rider, Case No. 14-1693-EL-RDR, et al., Second Entry on Rehearing (November 3, 2016) (Second EOR).*

2. The Commission's approval of AEP Ohio's request to modify the Stipulation to recover costs associated only with the OVEC PPA violates Section 4903.10, Revised Code, as the proposal includes additional information that could have been offered at the initial hearing.

B. The Commission erred in approving AEP Ohio's request to reduce its total credit commitment from \$100 million to \$15 million under the approved PPA Rider in violation of Ohio law.

Additionally, to the extent necessary to preserve its appellate rights,² OMAEG hereby incorporates all other arguments and Commission errors alleged and addressed in its prior Application for Rehearing filed in the above-captioned proceeding.³

For these reasons, and as further explained in the Memorandum in Support attached hereto, OMAEG respectfully requests that the Commission grant its Application for Rehearing.

Respectfully submitted,

/s/ Kimberly W. Bojko
Kimberly W. Bojko (0069402)
Carpenter Lipps & Leland LLP
280 Plaza, Suite 1300
280 North High Street
Columbus, Ohio 43215
Telephone: (614) 365-4100
Email: Bojko@carpenterlipps.com
(willing to accept service by email)

Counsel for OMAEG

² R.C. 4903.11; R.C. 4903.13; see also *In re Application of Columbus S. Power Co.*, Slip Opinion No. 2016-Ohio-1608 at ¶56.

³ Application for Rehearing of the Ohio Manufacturers' Association Energy Group (May 2, 2016).

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MEMORANDUM IN SUPPORT

I. INTRODUCTION AND PROCEDURAL HISTORY

On December 20, 2013, AEP Ohio filed an application for a standard service offer (SSO) in the form of an ESP to be in effect initially from June 2015 through May 2018 (ESP 3 Case).⁴ The Application included, inter alia, a request for a Power Purchase Agreement (PPA) Rider that would flow through to customers the net cost (or benefit) from AEP Ohio's sale of its Ohio Valley Electric Corporation (OVEC) contractual entitlement into the PJM market less all associated costs. On February 25, 2015, the Commission issued an Opinion and Order in AEP Ohio's electric security plan proceeding (ESP 3 Order), stating that, based on the record evidence, it was not convinced that a PPA Rider that would flow through to customers the net cost (or benefit) from AEP Ohio's sale of its OVEC contractual entitlement into the PJM market less all associated costs "would provide customers with sufficient benefit from the rider's financial hedging mechanism or any other benefit that is commensurate with the rider's potential

⁴ *In the Matter of the Application of Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.43, in the Form of an Electric Security Plan*, Case No. 13-2385-EL-SSO, et al. (ESP 3 Case).

cost.”⁵ The Commission did, however, authorize AEP Ohio to “establish a placeholder PPA rider, at an initial rate of zero, for the term of the ESP.”⁶

AEP Ohio subsequently filed an application in this proceeding on May 15, 2015, seeking approval to recover through the placeholder PPA Rider the net impacts of its OVEC contractual entitlement as well as the net impacts of a new affiliate PPA with several generating units owned by AEP Ohio’s unregulated generating affiliate, AEPGR. On March 31, 2016, the Commission issued its Order modifying and approving the Joint Stipulation and Recommendation (PPA Stipulation) filed by AEP Ohio and other signatory parties on December 14, 2015 (PPA Order).⁷ In approving the PPA Stipulation, the Commission authorized AEP Ohio to recover costs associated with the net effects of the OVEC PPA and the Affiliate PPA through the PPA rider, beginning June 1, 2016.

On April 27, 2016, the Federal Energy Regulatory Commission (FERC) issued a unanimous decision to rescind the waiver on affiliate power sales restrictions it previously granted to AEP Ohio and AEPGR and held that “no sales may be made with respect to the Affiliate PPA unless and until the Commission approves the Affiliate PPA under *Edgar* and *Allegheny*.”⁸ In response to both the Commission’s March 31, 2016 PPA Order and the FERC Order, several parties, including OMAEG, filed applications for rehearing with the Commission. Specifically, AEP Ohio requested that the Commission allow it to recover through the PPA Rider costs associated with AEP Ohio’s contractual entitlement to OVEC, but AEP Ohio withdrew its

⁵ ESP 3 Order at 25.

⁶ Id. at 25.

⁷ *In the Matter of the Application Seeking Approval of Ohio Power Company’s Proposal to Enter into an Affiliate Power Purchase Agreement for Inclusion in the Power Purchase Agreement Rider, et al.*, Case No. 14-1693-El-RDR, et al., Opinion and Order (March 31, 2016) (PPA Order).

⁸ *Electric Power Supply Assn., et al. v. AEP Generation Resources, Inc., et al.*, 155 FERC ¶ 61, 102 at fn. 85 (April 27, 2016) (FERC Order).

request to recover costs associated with the Affiliate PPA. Ironically, AEP Ohio's new request on rehearing in this case to implement an OVEC-only PPA Rider was very similar to its previous request that was rejected by the Commission in its February 25, 2015 ESP 3 Order, affirmed in its Fourth EOR issued on the same day as the Second EOR in this proceeding.⁹

In the Second EOR issued on November 3, 2016, the Commission denied all of the assignments of error contained in the applications for rehearing submitted by intervening parties. However, the Commission granted, in part, AEP Ohio's application for rehearing. Specifically, the Commission approved AEP Ohio's request to modify the stipulation by including the costs associated with the OVEC PPA in the PPA Rider, while excluding the Affiliate PPA from the PPA Rider. Additionally, the Commission approved AEP Ohio's request to modify and significantly reduce the Company's credit commitment from \$100 million to \$15 million under the PPA Rider.

II. ARGUMENT

A. The Commission erred in approving AEP Ohio's request to modify the Stipulation to recover the costs associated with its OVEC entitlement through the PPA Rider in violation of Ohio law.

Pursuant to the Commission's November 3, 2016 Second EOR, AEP Ohio is now authorized to recover the net effects of its OVEC contractual entitlement through the PPA Rider, a complete reversal from the Commission's previous decision in the ESP 3 Case.¹⁰ Based on the Commission's November 3, 2016 Second EOR decision, it appears that when a settlement has been filed, the Commission can disregard established precedent in order to approve other terms

⁹ ESP 3 Case, Fourth Entry on Rehearing at 11, 12 (November 3, 2016) (Fourth EOR).

¹⁰ Second EOR at 28-29.

and provisions within that settlement, no matter how unlawful. This outcome is unjust and unreasonable and establishes dangerous precedent.

In its February 25, 2015 ESP 3 Order, the Commission stated:

[W]e are not persuaded that the PPA rider proposal put forth by AEP Ohio in the present proceedings would, in fact, promote rate stability, as the Company claims, or that it is in the public interest. There is considerable uncertainty with respect to pending PJM market reform proposals, environmental regulations, and federal litigation, as AEP Ohio acknowledges, and, in light of this uncertainty, the Commission does not believe that it is appropriate to adopt the proposed PPA rider at this time.

* * *

In sum, the Commission is not persuaded, based on the evidence of record in these proceedings, that AEP Ohio's PPA rider proposal would provide customers with sufficient benefit from the rider's financial hedging mechanism or any other benefit that is commensurate with the rider's potential cost. We conclude that AEP Ohio has not demonstrated that its PPA rider proposal, as put forth in these proceedings, should be approved under R.C. 4928.143(B)(2)(d).

Additionally, in its Fourth EOR in AEP Ohio's ESP 3 Case, issued the same day as the Second EOR in this proceeding, the Commission confirmed its decision to deny recovery of any costs, including OVEC costs, through the PPA Rider, stating that the "evidence of record reflects that the rider, may result in a net cost to customers, with little offsetting benefit from the rider's intended purpose as a hedge against market volatility."¹¹ Despite this clear and unambiguous language, in both the ESP 3 Order and again in the Fourth EOR in the ESP 3 Case, denying the OVEC-only PPA Rider, AEP Ohio seeks on rehearing to use the Stipulation as a means to force reversal of the Commission's previous decision in its ESP 3 Case for the sake of reaching a settlement in this proceeding and without record support demonstrating that the same proposal that was previously rejected as not being in the public interest was somehow now justifiable.

¹¹ ESP 3 Case, Fourth EOR at 10-12..

Regardless of the agreement entered into by signatory parties with respect to a particular settlement, the Commission is obligated to ensure that a filed stipulation meets the established criteria to evaluate whether a stipulation is reasonable and warrants acceptance.¹² Although stipulations are viewed as “an efficient and cost-effective means of bringing issues before the Commission,”¹³ a Stipulation is merely a recommendation¹⁴ and is not binding. As the Supreme Court of Ohio has stated, the Commission still “must determine what is just and reasonable from the evidence presented at the hearing.”¹⁵ Here, AEP Ohio’s request on rehearing to modify the Stipulation to remove the Affiliate PPA and only include the net effects associated with the OVEC PPA is unjust and unreasonable. Not only did AEP Ohio’s request on rehearing significantly modify an already agreed-to Stipulation after the hearing on the Stipulation had concluded, it also violates Ohio law as approval of the Stipulation would require the Commission to reverse its prior decision on this very issue where the Commission found that the OVEC-only PPA Rider fails to provide a sufficient financial hedging mechanism to customers, or any other benefit to offset the costs. The Commission’s repeated citation in its November 3, 2016 Second EOR to the other alleged benefits contained in the Stipulation¹⁶ does not compensate for the fact that the OVEC-only PPA Rider was not proposed in this proceeding

¹² See, e.g., *In the Matter of the Application of the Ohio Edison Company, the Cleveland Electric Illuminating Company, and the Toledo Edison Company for Authority to Provide for a Standard Service Offer Pursuant to R.C. 4928.143 in the Form of an Electric Security Plan*, Case No. 14-1297-EL-SSO, Opinion and Order at 39 (March 31, 2016)(stating the three criteria for evaluating the reasonableness of a stipulation are: whether the settlement is a product of serious bargaining among capable, knowledgeable parties; whether the settlement, as a package, benefits ratepayers and is in the public interest; and whether the settlement package violates any important regulatory principles or practices).

¹³ See, e.g., *In the Matter of the Application Seeking Approval of Ohio Power Company’s Proposal to Enter into an Affiliate Power Purchase Agreement for Inclusion in the Power Purchase Agreement Rider*, Case No. 14-1693-EL-RDR, Opinion and Order at 77-78 (March 31, 2016); *In re FirstEnergy*, Case No. 12-1230-EL-SSO, Opinion and Order at 42 (July 18, 2012); *In re Columbus Southern Power Co. and Ohio Power Co.*, Case No. 11-5568-EL-POR, et al., Opinion and Order at 17 (March 21, 2012).

¹⁴ *Duff v. Pub. Util. Comm.*, 56 Ohio St.2d 367, 379 (1978).

¹⁵ *Id.*

¹⁶ Second EOR at 31.

until rehearing and continues to fail to provide benefits to customers. As such, cost recovery for the OVEC-only PPA should not be approved.

Therefore, the Commission erred in granting AEP Ohio's application for rehearing, which has the effect of reversing its prior decision in the ESP 3 Case where the Commission properly denied authorization of the OVEC-only PPA Rider. The Commission's decision on rehearing establishes new and dangerous precedent for Ohio customers.

1. The Commission's decision regarding the OVEC-only PPA Rider violates Section 4903.09, Revised Code, as it was not based on record evidence in the case.

Section 4903.09, Revised Code, requires the Commission to include, with its written opinions, "reasons prompting the decisions arrived at, based upon said findings of fact." The Supreme Court of Ohio has stated that the Commission is required to "explain its decision and identify, in sufficient detail to enable review, the record evidence upon which its orders are based."¹⁷ The Commission failed to set forth proper rationale in support of its decision to approve recovery of costs associated with the OVEC-only PPA through the PPA Rider in this proceeding. In fact, there could be no record evidence to support the implementation of a PPA Rider that would only recover the costs associated with the OVEC PPA as that was never proposed, agreed to, or litigated in the case at bar. Until rehearing, such a request was only made in the prior ESP 3 Case and that request was rejected.

In approving the OVEC-only PPA Rider on rehearing in this proceeding, the Commission focuses on the alleged benefits of the Stipulation, rather than AEP Ohio's rehearing proposal to

¹⁷ *In re Comm. Rev. of Capacity Charges of Ohio Power Co.*, 147 Ohio St.3d 59, 2016- Ohio-1607 at ¶53 (April 21, 2016). See also, *MCI Telecommunications Corp. v. Pub. Util. Comm.*, 32 Ohio St. 3d 306, 312, 513 N.E.2d 337 (1987).

include only the OVEC PPA in the PPA Rider.¹⁸ While the Commission attempts to explain its departure from its previous decision in the ESP 3 case to deny the OVEC-only PPA by explaining that its decision was based on the record evidence before it at that time,¹⁹ the Commission fails to cite to any new record evidence in the case before it that supports its decision for now approving the OVEC-only PPA Rider. Rather, as discussed previously, it appears that the Commission's decision is predicated solely on its desire to maintain the Stipulation in this proceeding.

As noted above, regardless of the Commission's conclusory statements, any approval of the OVEC-only PPA Rider is a violation of Section 4903.09, Revised Code, as AEP Ohio's proposal to include only the net effects of the OVEC PPA in the PPA Rider was not an issue that was presented to the Commission for evaluation in these proceedings. There is nothing in the record to justify an OVEC-only PPA Rider because AEP Ohio did not propose or make this an issue when its application was filed. Rather, AEP Ohio's application was premised on recovering the costs of both the OVEC PPA and the Affiliate PPA²⁰ and its evidentiary hearing presentation hinged on recovering both of those costs.²¹ Similarly, the Stipulation was dependent on recovering the costs of both the OVEC PPA and the Affiliate PPA,²² which the Commission ultimately approved in its March 31, 2016 Order issued in this case.²³ Thus, the

¹⁸ Second EOR at 27-28 (The Commission states that “[g]iven this change in circumstances, we find that AEP Ohio's proposal to move forward with the implementation of the other provisions of the stipulation... is reasonable and should be approved.” See also Second EOR at 31 (The Commission references “the stipulation's many other provisions...”).

¹⁹ Second EOR at 30-31.

²⁰ AEP Ohio Ex. 13 at 1 (Amended Application).

²¹ AEP Ohio Ex. 1 at 2 (Vegas Direct)(AEP Ohio witness Vegas requested the Commission approve a PPA Rider that recovers the costs of both the OVEC PPA and the Affiliate PPA).

²² Joint Ex. 1 at 4-5 (Stipulation).

²³ cite

Commission erred in approving the OVEC-only PPA Rider as there is nothing in the record that supports the Commission's approval.

2. The Commission's approval of AEP Ohio's request to modify the Stipulation to recover costs associated only with the OVEC PPA violates Section 4903.10, Revised Code, as the proposal includes additional information that could have been offered at the initial hearing.

Section 4903.10, Revised Code, states that in the event a rehearing is granted and additional evidence is permitted, the Commission "shall not upon such rehearing take any evidence that, with reasonable diligence, could have been offered upon the original hearing."²⁴ Nothing in AEP Ohio's proposal for an OVEC-only PPA Rider was precluded from being offered at the original hearing and it should have been provided at the original hearing. Rather, AEP Ohio chose to pursue cost recovery associated with not only the OVEC PPA, but also the Affiliate PPA, and provided evidence to support the cost recovery and claimed hedging benefits associated with both. The fact that FERC subsequently rescinded AEP Ohio and AEPGR's waiver on affiliate power sales restrictions,²⁵ effectively removing the option to recover the net impacts associated with the Affiliate PPA, does not mean that AEP Ohio can now raise wholly new proposals and new evidence on rehearing in the pending case. Therefore, the Commission's decision to approve the OVEC-only PPA Rider violates Section 4903.10, Revised Code.

3. The Commission erred in approving AEP Ohio's request to reduce its total credit commitment from \$100 million to \$15 million under the approved PPA Rider in violation of Ohio law.

In addition to approving AEP Ohio's request to modify the Stipulation by including only the OVEC contractual entitlement PPA in the PPA Rider, the Commission also erroneously approved AEP Ohio's request to drastically reduce the credit commitments it would provide to

²⁴ Section 4903.10(B), Revised Code.

²⁵ EPSA Order at ¶ 61,102 at fn. 85.

customers pursuant to the approved Stipulation.²⁶ The Commission's decision to reduce the credit commitments to 15 percent of their original value because the PPA Rider will only include the net effects associated with the OVEC PPA and will not include the net effects of the Affiliate PPA ignores the overall impact of the Stipulation and views the credit commitment provision of the Stipulation in a vacuum rather than as a total package, which the Commission itself endorsed. As the Commission has stated, it is important that the Stipulation be viewed as a complete package.²⁷ Although removing the costs associated with the Affiliate PPA from the PPA Rider will benefit customers, the Stipulation's overall package of provisions imposes other costs on customers, which are unrelated to the Affiliate PPA and which cannot be ignored. For example, under the terms of the Stipulation: customers will be forced to bear the costs of an OVEC-only PPA Rider; customers will be forced to bear the costs of the provisions that grant funding to the Ohio Partners for Affordable Energy and the Ohio Hospital Association; customers could be forced to bear costs of an expanded IRP program; customers could be forced to bear the costs associated with solar and wind projects; customers could be forced to bear the costs associated with implementing grid-scale battery technology; and customers could be forced to bear the costs of the Pilot Supplier Consolidated Billing Program.²⁸ The credit commitment, as originally proposed and agreed to in the Stipulation, would help offset these numerous costs and provide some rate relief to customers. If the Stipulation is to be viewed as a package, as endorsed by the Supreme Court of Ohio,²⁹ then the package of costs must be weighed against the benefits promised to customers, which included the credit commitment provision. If the Commission

²⁶ Joint Ex. 1 at 5-6.

²⁷ Second EOR at 17 (In denying OCC's assignment of error, the Commission states that "[t]he second part of the three-part test endorsed by the Ohio Supreme Court to evaluate stipulations and used in numerous Commission proceedings specifically dictates that the stipulation be considered as a package.").

²⁸ Joint Ex. 1 at 5, 10-11, 13-18, 30-32.

²⁹ See supra at n.10.

approves the OVEC-only PPA, the unilateral removal of \$85 million in credit commitments to customers is unjust and unreasonable and ignores the proliferation of other costs to customers contained in the Stipulation.

Moreover, as previously stated, Section 4903.09, Revised Code, requires the Commission to set forth its reasoning for a particular conclusion or decision.³⁰ The Commission has again failed to set forth a rationale for granting AEP Ohio's request to modify the credit commitments contained in the Stipulation from \$100 million to \$15 million. In approving AEP Ohio's request, the Commission merely states that the reduced credit commitment is "reasonable and commensurate with OVEC's portion of the combined 3,111 MW of capacity from the OVEC PPA and the affiliate PPA."³¹ The Commission failed to point to any record evidence supporting its assertion that \$15 million was a "reasonable" credit commitment and failed to even address the impact of the credit reduction to customers. In fact, the Commission devoted only one paragraph of its 119 page opinion to its decision to reduce AEP Ohio's customer credit commitment by \$85 million. Such a significant reduction in credits to customers warrants a reasonable justification by the Commission.

III. CONCLUSION

OMAEG respectfully requests that the Commission grant its application for rehearing of the issues set forth herein and reverse its decision to modify and approve the Stipulation in this proceeding, which authorizes AEP Ohio to include in its placeholder PPA rider the net impacts of its OVEC contractual entitlement PPA. The Commission previously concluded that

³⁰ Section 4903.09, Revised Code. See also, *MCI Telecommunications Corp. v. Pub. Util. Comm.*, 32 Ohio St.3d 306, 312 (1987); *In re Comm. Rev. of Capacity Charges of Ohio Power Co.*, *i*147 Ohio St.3d 59 (April 21, 2016).

³¹ Second EOR at 29.

authorizing cost recovery of the OVEC PPA through the PPA Rider alone was unjust and unreasonable. The Commission should confirm that holding in this proceeding as customers similarly derive no benefits from recovering costs associated with an OVEC-only PPA. Instead, the Commission should affirmatively state that AEP Ohio should be prohibited from flowing through the net effects of the Affiliate PPA and the OVEC PPA to its customers until the Affiliate PPA is reviewed and approved by FERC. Additionally, if the Commission continues to approve the OVEC-only PPA, the Commission should reverse its decision approving AEP Ohio's reduced credit commitment to customers and should maintain the credit commitments bargained for in the Stipulation at their original value.

Respectfully submitted,

/s/ Kimberly W. Bojko
Kimberly W. Bojko (0069402)
Carpenter Lipps & Leland LLP
280 Plaza, Suite 1300
280 North High Street
Columbus, Ohio 43215
Telephone: (614) 365-4100
Email: Bojko@carpenterlipps.com
(willing to accept service by email)

Counsel for OMAEG

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served upon the following parties via electronic mail on December 5, 2016.

/s/ Kimberly W. Bojko
Kimberly W. Bojko

stnourse@aep.com
mjsatterwhite@aep.com
msmckenzie@aep.com
sasloan@aep.com
dclark1@aep.com
dconway@porterwright.com
Campbell@whitt-sturtevant.com
whitt@whitt-sturtevant.com
charris@spilmanlaw.com
ckilgard@taftlaw.com
chris@envlaw.com
Christopher.miller@icemiller.com
cmooney@ohiopartners.org
dstinson@bricker.com
paul@carpenterlipps.com
drinebolt@ohiopartners.org
dwilliamson@spilmanlaw.com
dborchers@bricker.com
evelyn.robinson@pjm.com
sam@mwncmh.com
fdarr@mwncmh.com
mpritchard@mwncmh.com
dboehm@BKLLawfirm.com
mkurtz@BKLLawfirm.com
jkylercohn@BKLLawfirm.com
glpetrucci@vorys.com
mjsetineri@vorys.com
haydenm@firstenergycorp.com
ibatikov@vorys.com
Jeffrey.mayes@monitoringanalytics.com
jlang@calfee.com
jmcdermott@firstenergycorp.com
Jodi.bair@occ.ohio.gov
Sechler@carpenterlipps.com
joliker@igsenergy.com

jvickers@elpc.org
Katie.johnson@puc.state.oh.us
Kevin.moore@occ.ohio.gov
Kurt.helfrich@thompsonhine.com
Larry.sauer@occ.ohio.gov
Laurie.williams@sierraclub.org
lhawrot@spilmanlaw.com
mwarnock@bricker.com
mdortch@kravitzllc.com
mfleisher@elpc.org
msoules@earthjustice.org
msmalz@ohiovertylaw.org
rseiler@dickinsonwright.com
glover@whitt-sturtevant.com
rsahli@columbus.rr.com
ricks@ohanet.org
scasto@firstenergycorp.com
Schmidt@sppgrp.com
Scott.campbell@thompsonhine.com
sfisk@earthjustice.org
Stephanie.chmiel@thompsonhine.com
Steven.beeler@puc.state.oh.us
talexander@calfee.com
tdougherty@theoec.org
todonnell@dickinsonwright.com
twilliams@snhsllaw.com
tony.mendoza@sierraclub.org
Werner.margard@ohioattorneygeneral.gov
William.michael@occ.ohio.gov
William.wright@ohioattorneygeneral.gov

Attorney Examiners:
greta.see@puc.state.oh.us
sarah.parrot@puc.state.oh.us

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