

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio )  
Edison Company, The Cleveland Electric )  
Illuminating Company, and The Toledo )  
Edison Company For Approval of Their )  
Energy Efficiency and Peak Demand )  
Reduction Program Portfolio Plans for )  
2017 through 2019 )

Case No. 16-0743-EL-POR

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**OHIO EDISON COMPANY, THE CLEVELAND ELECTRIC  
ILLUMINATING COMPANY, AND THE TOLEDO EDISON  
COMPANY'S MEMORANDUM CONTRA TO OCC/STAFF'S MOTION TO  
STRIKE PORTIONS OF THE COMPANIES' POST-HEARING BRIEFS**

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## **I. INTRODUCTION**

Staff and OCC jointly ask the Commission to strike eight distinct portions of the Companies' Initial Brief, as well as three distinct portions of the Companies' Reply Brief, that: (i) address the Stipulation process; (ii) cite to motions to continue and intervene filed on this case's docket; and (iii) observe that no Intervenor other than OCC supports Staff's Cost Cap Proposal.<sup>1</sup> The Commission should deny the Motion for three main reasons. **First**, Staff and OCC misapprehend and misapply the applicable Commission Rule regarding the admissibility of settlement conduct. **Second**, Staff and OCC fail to address the Attorney Examiner's rulings (and OCC's own conduct) concerning reliance on case filings. **Third**, Staff and OCC cannot dispute that no Intervenor other than OCC supports Staff's Cost Cap Proposal.

Thus, the Commission should deny the Motion in its entirety.

## **II. ARGUMENT**

### **A. The Companies' References To The Stipulation Process Are Proper.**

#### **1. The Companies' references to Staff's lack of participation in the settlement process are proper.**

Staff and OCC first ask the Commission to strike certain references in the Companies' Initial Brief addressing Staff's lack of meaningful participation in the settlement discussions that ultimately led to the Stipulation and Recommendation ("Stipulation").<sup>2</sup> According to Staff and

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<sup>1</sup> See Case No. 16-0743-EL-POR, Motion to Strike Portions of the Post-Hearing Briefs of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company Submitted on Behalf of the Staff of the Public Utilities Commission of Ohio and the Office of the Ohio Consumers' Counsel (Mar. 15, 2017) ("Motion") and corresponding Memorandum in Support ("Mem. in Support"). Defined terms in this Memorandum Contra will have the same meaning as in the Post-Hearing Brief of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company in Support of the Stipulation and recommendation (Feb. 21, 2017) ("Companies' Initial Brief") and Post-Hearing Reply Brief of Ohio Edison Company, The Cleveland Electric Illuminating Company and the Toledo Edison Company in Support of the Stipulation and Recommendation ( Mar. 3, 2017) ("Companies' Reply Brief").

<sup>2</sup> Mem. In Support at 3-4. Staff and OCC specifically request that the Commission strike the following portions of the Companies' briefing: Page 12 of the Companies' Initial Brief beginning with "-discussions" near the

OCC, the Companies’ references violate Commission precedent because they constitute “settlement communications between parties to PUCO proceedings,” which must remain “confidential.”<sup>3</sup> Those arguments miss the mark.

Ohio Administrative Code Section 4901-1-26(E) provides that evidence of “(1) furnishing or offering or promising to furnish, or (2) accepting or offering or promising to accept, a valuable consideration in compromising or attempting to compromise a disputed matter in a commission proceeding is not admissible to prove liability for or invalidity of the dispute.”<sup>4</sup> That Section also states that “[e]vidence of conduct or statements made in compromise negotiations is likewise not admissible.”<sup>5</sup> The plain language of Section 4901-1-26(E) establishes that the Companies’ references to Staff’s lack of meaningful participation in the settlement process are not precluded.

As an initial matter, the Companies merely argue that “Staff failed to meaningfully participate in the [settlement] process”—they make no reference to any substantive discussions or offers among the parties to the settlement.<sup>6</sup> Thus, the Companies’ statements do not fall within the purview of the applicable rule, as they do not involve the offering or accepting of “a valuable consideration in compromising or attempting to compromise a disputed matter.” Nor can a party’s *failure to participate in settlement discussions* be considered evidence of “conduct or statements made *in compromise negotiations*.” Accordingly, the statements at issue do not come within the scope of Section 4901-1-26(E).

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(continued...)

bottom of the page through the end of the following sentence, ending with “process.” Motion at 2.

<sup>3</sup> *Id.* at 4.

<sup>4</sup> O.A.C. § 4901-1-26(E); *see also* OHIO FED. R. EVID. 408 (equivalent language).

<sup>5</sup> O.A.C. § 4901-1-26(E); *see also* OHIO FED. R. EVID. 408 (equivalent language).

<sup>6</sup> Companies’ Initial Brief at 12.

Moreover, the Companies' statements regarding Staff's lack of meaningful participation in the settlement process are not precluded by Section 4901-1-26(E) because they are not offered to prove "liability for or invalidity of the dispute." Instead, the Companies merely contend that Staff's tardy Cost Cap Proposal would "upset the balance and accommodations of competing interests that the Signatory Parties [to the Stipulation] achieved through extensive and detailed discussions . . . that Staff chose not to substantively participate in."<sup>7</sup> Nothing in that argument suggests that Staff has conceded the cost cap issue, and Section 4901-1-26(E) expressly permits settlement evidence for such other purposes.<sup>8</sup>

Not only are the Companies' statements permissible under the applicable evidentiary rules, but they address an issue that is routinely examined by the Commission. It is well established that one of the elements for stipulation approval is whether the stipulation is the "product of serious bargaining among capable, knowledgeable parties."<sup>9</sup> In evaluating that element, the Commission specifically looks at the level of the parties' participation in settlement

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<sup>7</sup> *Id.*

<sup>8</sup> O.A.C. § 4901-1-26(E) ("This rule does not require the exclusion of any evidence otherwise discoverable merely because it is presented in the course of compromise negotiations. This rule also does not require exclusion when the evidence is offered for another valid purpose."); *see also In the Matter of the Complaint of Stephen Cochran*, Case No. 16-1934-GA-CSS, Entry at 2 (Nov. 2, 2016) ("In accordance with Ohio Adm. Code 4901-1-26(E), any statement made in an attempt to settle this matter . . . will not generally be admissible to prove liability or invalidity of a claim); *In the Matter of the Complaint of Ron Mosley*, Case No. 14-1191-EL-CSS, Entry at 1 (Aug. 13, 2014) (same). Ohio Rule of Evidence 408 was the model for O.A.C. § 4901-1-26(E). *See, e.g., In the Matter of the Amendment of Chapter 4901-1 of the Ohio Administrative Code*, Case No. 00-2192-AU-ORD, Finding and Order at 18 (Jan. 30, 2001). Ohio courts routinely hold that Rule 408 "does not apply when the evidence is presented for a purpose other than proving liability or the validity of a claim." *Owens-Corning Fiberglas Corp. v. Am. Centennial Ins. Co.*, 74 Ohio Misc. 2d 272, 276, 660 N.E.2d 828 (Com. Pl. 1995); *see also Hocker v. Hocker*, 2007-Ohio-1671, ¶ 32, 171 Ohio App. 3d 279, 870 N.E.2d 736 (holding that Rule 408 "makes exceptions when evidence of parties' settlement negotiations or compromise is offered for purposes other than proving liability or invalidity"); *Shimola v. Cleveland*, 89 Ohio App. 3d 505, 511, 625 N.E.2d 626 (1992) (holding that Rule 408 "does not apply when the evidence is presented for a purpose other than proving liability").

<sup>9</sup> *See, e.g., In the Matter of the Application of [the Companies] 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 (Mar. 31, 2016) ("Case No. 14-1297-EL-SSO"); *Consumers' Counsel v. Pub. Util. Comm'n*, 64 Ohio St.3d 123, 126, 592 N.E.2d 1370 (1992); *AK Steel Corp. v. Pub. Util. Comm'n*, 95 Ohio St.3d 81, 82-83, 765 N.E.2d 862 (2002).

discussions.<sup>10</sup> As such, the Companies' statements are of a type that the Commission routinely examines in determining whether to approve stipulations.

Accordingly, Staff and OCC's request to strike certain portions of the Companies' Initial Brief that reference Staff's participation in the settlement process should be denied.

**2. The Companies' references to Stipulation provisions benefitting non-signatory parties are proper.**

For the same reasons, Staff and OCC's request to strike the Companies' statement that the Stipulation contains provisions benefitting non-signatory parties should also be denied.<sup>11</sup> That statement also does not identify any party offering or accepting "a valuable consideration in compromising or attempting to compromise a disputed matter," does not involve "conduct or statements made in compromise negotiations," and is not offered to prove "liability for or invalidity of the dispute." Instead, it merely states the obvious: the Stipulation includes provisions that benefit non-signatory parties who participated in settlement discussions.

There is no basis to strike that statement, and Staff and OCC's request to do so should be denied.

**B. Citations To Motions Filed In This Docket Are Also Proper.**

Staff and OCC contend that the Companies should not be permitted to cite to Staff's motions to continue or the Signatory Parties' motions to intervene filed in this case, but those arguments fail to consider the Attorney Examiner's rulings, as well as OCC's own conduct in

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<sup>10</sup> See, e.g., *In the Matter of the Application of Dayton Power and Light Co. for Approval to Modify its Competitive Bid True Up Rider*, Case No. 14-563-EL-RDR, Opinion and Order at 5 (Sept. 9, 2015) (acknowledging that all parties were invited to discuss and negotiate the stipulation, as well as "provided opportunities to represent their interests in the stipulation").

<sup>11</sup> Mem. In Support at 3. Staff and OCC specifically request that the Commission strike the following portions of the Companies' briefing: Footnote 152 of the Companies' Initial Brief (on page 34), starting with the word "the" in the first sentence and continuing through the end of the sentence at the word "parties." Motion at 2.

this and other proceedings. In addition, Staff and OCC fail to provide any persuasive authority in support of those arguments.<sup>12</sup>

**1. The Companies are permitted to cite motions to continue filed by Staff in this docket to advance their delay argument.**

Staff and OCC take issue with references in the Companies' post-hearing briefing to the delays in this proceeding caused by Staff.<sup>13</sup> Specifically, Staff and OCC argue that the Companies should not be permitted to blame Staff for delaying this proceeding because doing so requires reliance on information allegedly not in the record. Staff and OCC cite no persuasive authority to support their argument, and they are wrong for two additional reasons.

**First**, the Attorney Examiner specifically held that the Companies were entitled to rely on

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<sup>12</sup> While Staff and OCC cite no authority in the argument sections seeking to strike the Companies' references to the motions for continuance and motions to intervene, Staff and OCC do offer a string cite of cases in a footnote to their Introduction to support their general contention that "use of non-record information violates Commission precedent and the Ohio Rules of Evidence." Mem. In Support at 1, n.2. Those cases do not support the relief Staff and OCC seek here because the decisions strike portions of briefing that rely on information from different Commission proceedings (*i.e.*, proceedings other than those at hand) and/or information that has been specifically excluded from the record by an attorney examiner. See Case No. 14-1297-EL-SSO, Fifth Entry on Rehearing at 171 (Oct. 12, 2016) (striking "hearsay statements" and "testimony that was excluded from the record"); *id.*, Opinion and Order at 37 (Mar. 31, 2016) (striking reference to testimonies that "were either stricken from the record or denied admission in to the record by the attorney examiners" in "a prior proceeding"); *In the Matter of the Application of Ohio American Water Company to Increase its Rates for Water and Sewer Services Provided to its Entire Service Area*, Case No. 09-391-WS-AIR, Opinion and Order at 9 (May 5, 2010) (striking statements from "separate Commission proceeding[s]" and documents that were not filed on the docket for that case); *In the Matter of the Application of Columbus Southern Power Company for Approval of an Electric Security Plan; an Amendment to its Corporate Separation Plan; and the Sale or Transfer of Certain Generating Assets*, Case No. 08-917-EL-SSO, Order on Remand at 9-10 (Oct. 3, 2011) (striking reference to audit report from different Commission proceeding and table that could not reliably be utilized for comparison in that proceeding); *In the Matter of FAF, Inc., Notice of Apparent Violation and Intent to Assess Forfeiture*, Case No. 06-786-TR-CVF, Opinion and Order at 2 (Nov. 21, 2006) (striking hearsay affidavit "filed separately after the hearing").

<sup>13</sup> Mem. In Support at 6-7. Staff and OCC specifically request that the Commission strike the following portions of the Companies' briefing: (i) Page 48 of the Companies' Initial Brief, beginning with "The delay" until the end of the sentence ending with "Staff" in the first paragraph, as well as the last sentence in the same paragraph beginning with "The" and continuing through the end of the sentence ending with "proceeding"; (ii) footnote 221 on page 48 of the Companies' Initial Brief; (iii) Page 48 of the Companies' Initial Brief, beginning with "upon Staff's" near the end of the second paragraph and ending on page 49 with "January 23, 2017"; (iv) Page 49 of the Companies' Initial Brief, beginning with "That" in the last sentence of the first paragraph until "Stipulation" to conclude that sentence; and (v) Page 36 of the Companies' Reply Brief, beginning with "the Companies *did not*" and continuing through the end of the next sentence ending with "scheduling," as well as footnote 192. Motion at 2-3.

the docket in this case to make their arguments during post-hearing briefing.<sup>14</sup> Indeed, during the cross-examination of Staff Witness Donlon, counsel for the Companies explained that he planned on crossing Mr. Donlon “*on the delays that have occurred in this case.*”<sup>15</sup> After an objection from counsel for Staff, Attorney Examiner Bulgrin ruled that “the record is what it is” and that counsel for the Companies “can look at the docket card and make that argument.”<sup>16</sup> Relying on the Attorney Examiner’s ruling, counsel for the Companies moved on to the next line of questioning.<sup>17</sup> Thus, contrary to OCC and Staff’s objection that the Companies’ delay argument constitutes an “unfair” and “late attack against the Staff,”<sup>18</sup> the Companies were expressly permitted to rely on any and all evidence of delay derived from the docket in this case—including Staff’s own motions to continue.

**Second**, OCC’s argument that the Companies should not be permitted to cite Staff’s motions to continue is inconsistent with its own briefing in this case. Specifically, OCC’s post-hearing brief cited all of Staff’s motions to continue (as well as the Attorney Examiner’s corresponding entries) and argued that the Companies “did not oppose any of the PUCO Staff’s request to continue the hearing in this case.”<sup>19</sup> In fact, the citation to Staff’s motion to continue in the Companies’ Reply Brief<sup>20</sup> merely contradicted OCC’s erroneous reliance on an entry in this case that OCC cited to assert that the Companies “agreed to Staff’s request.”<sup>21</sup> In other words, OCC engaged in the *same exact conduct* it now seeks to strike.<sup>22</sup>

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<sup>14</sup> Hearing Tr. Vol. III at 437:18-438:7.

<sup>15</sup> *Id.* at 437:18-21 (emphasis added).

<sup>16</sup> *Id.* at 438:3-5.

<sup>17</sup> *Id.* at 438:6-7.

<sup>18</sup> Mem. In Support at 7.

<sup>19</sup> Case No. 16-0743-EL-POR, OCC Initial at 25-26, fns. 115-124 (Feb. 21, 2017).

<sup>20</sup> Companies’ Reply Brief at 36.

<sup>21</sup> OCC’s Brief at 26.

<sup>22</sup> In fact, OCC introduced as evidence the entire docket for this matter. *See* OCC Exhibit 3, Docket of Case No. 16-0743-EL-POR.



For these reasons, OCC and Staff's request that the Commission strike the Companies' reliance on Staff's own filings should be denied.

**2. The Companies are permitted to cite motions to intervene filed by Intervenor in this docket.**

Staff and OCC also contend that the Companies should not be permitted to cite and rely on the Intervenor's motions to intervene filed in this proceeding. According to Staff and OCC, "the motions cannot be used as evidence to support diversity of the parties for serious bargaining because the motions are not evidence in this case."<sup>23</sup> Again, Staff and OCC cite no persuasive authority for this argument, and they fail to address OCC's practice of relying on the very same type of filing.

As an initial matter, Company Witness Miller testified that the Signatory Parties to the Stipulation represent "a wide range of interests," including "the low-income residential advocate, several environmental advocates, an industrial energy management consultant, a retail service provider, an energy technology and analytics provider, a commercial consumer, and industrial advocates."<sup>24</sup> The Companies' references to the motions to intervene are simply designed to put Mr. Miller's descriptions in context and provide the most accurate articulation of the interests represented by the Intervenor, which Staff and OCC have not contested.

Moreover, and as discussed above, OCC introduced the entire docket as evidence in this

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<sup>23</sup> Mem. In Support at 5. Staff and OCC specifically request that the Commission strike the following portions of the Companies' briefing: (i) Page 35 of the Companies' Initial Brief, "beginning with Footnote 153 through Footnote 159 and the description of these parties' interests at the top of page 35 to the middle of the page where information precedes the citations taken from the Motions to Intervene"; and (ii) Pages 6-7 of the Companies' Reply Brief, starting with "footnotes 29 through 34, and the descriptions of these parties' interests on pages 6 and 7 that are derived from these parties' motions to intervene." Motion at 2-3.

<sup>24</sup> Companies' Exhibit 5, Case No. 16-0743-EL-POR, Supplemental Direct Testimony of Edward C. Miller (Dec. 8, 2016) ("Miller Supp. Testimony") at 9.

case.<sup>25</sup> Thus, OCC’s own exhibit reflects each of the motions to intervene that the Companies briefly cite in their post-hearing briefing.<sup>26</sup> Indeed, OCC takes advantage of case filings in its own post-hearing briefing, citing and relying on the substance of no less than seven motions and entries entered on the docket in this case.<sup>27</sup> OCC’s reliance on case filings during post-hearing briefing is not limited to the proceeding at hand. In fact, OCC routinely relies on motions to intervene when arguing that particular stipulations do not represent a diversity of interests.<sup>28</sup> In those circumstances, OCC cites to motions to intervene to provide descriptions of the intervenors in those cases—in other words, the *same exact reason* the Companies cite the motions in this matter. OCC cannot have it both ways.

In short, the Companies should be permitted to cite motions to intervene filed by Intervenors in this proceeding. Staff and OCC’s purported authority is inapposite, and OCC itself relies on similar filings—both in this proceeding and many others. Accordingly, OCC and Staff’s request that the Commission strike references to Intervenors’ own undisputed descriptions of the interests they represent should be denied.

**C. The Companies’ Observation That No Intervenor Other Than OCC Supports Staff’s Cost Cap Proposal Is Beyond Dispute And Entirely Proper.**

Staff and OCC lastly ask the Commission to “strike all parts of the Companies’ Initial

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<sup>25</sup> OCC Exhibit 3, Docket of Case No. 16-0743-EL-POR.

<sup>26</sup> See generally *id.*

<sup>27</sup> OCC Initial Brief at 26, fns. 115-124.

<sup>28</sup> See, e.g., *In the Matter of the Application Not for an Increase in Rates Pursuant to Section 4901.18, Revised Code, of Ohio Power Company to Establish Meter Opt Out Tariff*, Case No. 14-1158-EL-ATA, Initial Brief by The Office of the Ohio Consumer’s Counsel at 4, fn. 19 (June 22, 2015) (citing to “OPAE Motion to Intervene (April 27, 2015), Memorandum in Support at 1”); *In the Matter of the Application of Ohio Power Company to Establish Initial Storm Damage Recovery Rider Rates*, Case No. 12-3255-EL-RDR, Post-Hearing Reply Brief by The Office of the Ohio Consumer’s Counsel at 5-6, fn. 18 (Mar. 17, 2014) (citing to “OHA Motion to Intervene and Comments (May 29, 2013)”); *In the Matter of the Commission’s Review and Adjustment of the Fuel and Purchased Power and System Reliability Tracker Components of Duke Energy Ohio, Inc. and Related Matters*, Case No. 07-723-EL-UNC, Initial Post-Hearing Brief by The Office of the Ohio Consumer’s Counsel at 13, fn. 39 (Jan. 7, 2008) (citing to OPAE’s “Motions to Intervene”).

Brief that state that other parties did not support Staff's and OCC's cost cap because they believed it exceeded the Commission's statutory and regulatory authority."<sup>29</sup> According to Staff and OCC, "[n]o evidence was offered or admitted in the record" to support the Companies' argument.<sup>30</sup> In taking this position, Staff and OCC ignore the record in this case, which demonstrates that: (1) no Intervenor other than OCC has come forward in support of Staff's Cost Cap Proposal; and (2) Intervenor have, in fact, contended that the Cost Cap Proposal is unenforceable, unnecessary, and/or unfair.

**First**, there can be no dispute that no Intervenor other than OCC has supported Staff's Cost Cap Proposal—the record in that respect is clear.<sup>31</sup> In fact, both OPAE and the Environmental Intervenor have expressly argued against Staff's Cost Cap Proposal.<sup>32</sup> The other Signatory Parties to the Stipulation also necessarily oppose Staff's proposal, since the proposal is directly at odds with the terms of the Stipulation. Indeed, as demonstrated in the Companies' post-hearing briefing, the Revised Plans—which are fully endorsed and recommended by the Signatory Parties in the Stipulation—are unworkable under Staff's Cost Cap Proposal.<sup>33</sup> Thus, it is not surprising that no Signatory Party has disputed the Companies' statements that Staff and OCC now seek to strike.

**Second**, Staff and OCC erroneously argue that "[n]o evidence was offered or admitted in the record" to support the Companies' statement regarding why Staff's Cost Cap Proposal was

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<sup>29</sup> Mem. In Support at 8-9. Staff and OCC specifically request that the Commission strike the following portions of the Companies' briefing: Page 58 of the Companies' Initial Brief, beginning with the first sentence of the first full paragraph starting with "The" and ending with "matter," as well as the third sentence in the same paragraph starting with "That is" and ending with "Companies." Motion at 2.

<sup>30</sup> Mem. In Support at 8.

<sup>31</sup> See, e.g., OCC Exhibit 3 (no filings from parties other than OCC and Staff in support of Staff's Cost Cap Proposal); see generally Hearing Tr. (no testimony from any party other than OCC and Staff in favor of Staff's Cost Cap Proposal).

<sup>32</sup> See generally Environmentals' Initial Brief (devoted primarily to arguing against Staff's Cost Cap Proposal); OPAE Initial Brief (same).

<sup>33</sup> See, e.g., Companies' Initial Brief at 81-86; Companies' Reply Brief at 8-12.

flatly rejected by everyone other than OCC.<sup>34</sup> To the contrary, the Companies devoted a large part of their case and briefing to demonstrate that Staff's Cost Cap Proposal is unenforceable under Ohio law, unnecessary under the facts of this case, and unfair because it does not place the Companies on a level playing field with the other utilities in Ohio.<sup>35</sup> The statement OCC and Staff seek to strike is merely argument that flows naturally and inevitably from the evidence presented by the Companies in this proceeding. Again, not a single Signatory Party has moved to strike the Companies' statement. Indeed, the Environmental Intervenors have argued that Staff's proposal is inconsistent with law and Commission orders,<sup>36</sup> and OPAE explained in its briefing why Staff's Cost Cap Proposal is unnecessary in this proceeding.<sup>37</sup>

As such, the Commission should not strike the statement and deny Staff and OCC's request.

### **III. CONCLUSION**

For each of the foregoing reasons, the Commission should deny OCC and Staff's Motion to Strike in its entirety.<sup>38</sup>

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<sup>34</sup> Mem. in Support at 8.

<sup>35</sup> Companies' Initial Brief at 58-86.

<sup>36</sup> Environmentals' Initial Brief at 9-12.

<sup>37</sup> OPAE Initial Brief at 12-13.

<sup>38</sup> The Companies voluntarily withdraw the last sentence of the first full paragraph on page 43 of their Reply Brief, beginning with the words "in line with" and ending with the words "statutory mandate," as well as corresponding footnote 232. However, in doing so, the Companies in no way admit that the inclusion of that sentence (and footnote) was improper or contrary to applicable Commission rules and/or precedent. Accordingly, request "(c)" on page 3 of Staff and OCC's Motion, as well as the corresponding argument on page 5 of their Memorandum in Support are moot and should be denied.

March 30, 2017

Respectfully submitted,

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## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing *The Companies' Memorandum Contra To OCC/Staff's Motion To Strike Portions of The Companies' Post-Hearing Briefs* will be served on this 30th day of March, 2017 by the Commission's e-filing system to the parties who have electronically subscribed to this case and via electronic mail upon the following counsel of record:

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An Attorney for Applicant Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/30/2017 2:54:51 PM**

**in**

**Case No(s). 16-0743-EL-POR**

Summary: Text Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company's Memorandum Contra to OCC/Staff's Motion to Strike a Portion of the Companies' Post-Hearing Briefing electronically filed by Michael R. Gladman on behalf of The Ohio Edison Company and The Toledo Edison Company and The Cleveland Electric Illuminating Company