

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio Power)	Case No. 16-1852-EL-SSO
Company for Authority to Establish a Standard)	
Service Offer Pursuant to R.C. 4928.143, in the)	
Form of an Electric Security Plan.)	
)	
In the Matter of the Application of Ohio Power)	Case No. 16-1853-EL-AAM
Company for Approval of Certain Accounting)	
Authority.)	

**INITIAL POST-HEARING BRIEF
SUBMITTED ON BEHALF OF THE STAFF OF
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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TABLE OF CONTENTS

INTRODUCTION	1
PROCEDURAL HISTORY	1
STANDARD OF REVIEW.....	4
ARGUMENT.....	5
I. The Stipulation Satisfies the “Three-Part Test,” and Should be Approved	5
A. The Settlement Is A Product Of Serious Bargaining Among Capable, Knowledgeable Parties	6
B. The Settlement, As A Package, Benefits Ratepayers And The Public Interest	9
C. The Settlement Package Does Not Violate Any Important Regulatory Principle Or Practice	11
II. The Proposed ESP Is More Favorable In The Aggregate As Compared To The Results That Would Otherwise Apply Under Section 4928.142. Revised Code.....	13
CONCLUSION	16
PROOF OF SERVICE.....	17

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INTRODUCTION

The Commission is presented with a very popular Stipulation that resolves all the issues in this complex case. The Stipulation is reasonable, meets the three part test, and is better in the aggregate than an MRO would be. It should be adopted by this Commission.

PROCEDURAL HISTORY

On December 20, 2013, the Ohio Power Company d/b/a AEP Ohio (AEP Ohio) filed an application for a standard service offer (SSO) pursuant to R.C. 4928.141. The application was for approval of an electric security plan (ESP), in accordance with R.C. 4928.143, for the period of June 1, 2015, through May 31, 2018. *In the Matter of the*

Application of Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143, in the Form of an Electric Security Plan, Case Nos. 13-2385-EL-SSO, *et al.* (ESP 3 Case). The application included a proposal for a purchase power agreement (PPA) rider. On February 25, 2015, the Commission issued an Opinion and Order that modified and approved the application. *ESP 3 Case* (Opinion and Order) (Feb. 25, 2015). As part of that Order, the Commission authorized AEP Ohio to establish a placeholder PPA rider, and required the Company to justify any request for cost recovery in a separate case. *ESP 3 Case In the Matter of the Application of Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143, in the Form of an Electric Security Plan*, Case Nos. 13-2385-EL-SSO, *et al.* (Opinion and Order) (Feb. 25, 2015) at 25-26; Second Entry on Rehearing (May 28, 2015) at 4-6.

On October 3, 2014, AEP Ohio filed an application seeking approval of a proposal to enter into a new affiliate PPA with AEP Generation Resources, Inc. (AEPGR). *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 Nos. 14-1693-EL-RDR and 14-1694-EL-AAM (PPA Case). It filed an amended application on May 15, 2015 after the Commission's Opinion and Order in the ESP 3 Case. On December 14, 2015, a joint stipulation and recommendation was filed by AEP Ohio, Staff, and a number of other parties. As part of that stipulation, AEP Ohio agreed to file a separate application with the Commission to extend the term of

ESP 3 to coincide with the term of the affiliate PPA, through May 31, 2024. That stipulation was approved on March 31, 2016. PPA (Opinion and Order) (Mar. 31, 2016).

Six (6) weeks later, on May 13, 2016, AEP Ohio filed an application in the ESP 3 Case to amend its ESP to, among other things, extend the term through May 31, 2024. By Entry dated September 7, 2016, AEP Ohio was ordered to refile its application to extend ESP 3, consistent with the approved PPA stipulation, in a separate docket. ESP 3 Case (Entry) (Sep. 7, 2016). That same date, the Commission opened this docket to receive that application.

By Entry dated September 19, 2016, the Company was granted an extension to refile its ESP extension application until October 28, 2016. A further continuance, until November 23, 2016, was granted by Entry dated October 25, 2016. The Company's Amended Application was filed on November 23, 2016 to establish a standard service offer in the form of an ESP to be in effect from June, 2018 through May, 2024.

By Entry dated February 7, 2017, a procedural schedule was established. Local public hearings were held April 10, 2017 in Bucyrus, Ohio; April 13, 2017 in Marietta, Ohio; and April 17 and 25, 2017, both in Columbus, Ohio. The evidentiary hearing, originally scheduled to begin June 6, 2017, was continued to allow the parties an opportunity to pursue settlement negotiations.

On August 25, 2017, AEP Ohio filed a joint stipulation and recommendation (stipulation) for the Commission's consideration. By Entry dated September 5, 2017, the evidentiary hearing was rescheduled to begin on November 1, 2017.

At the hearing, six (6) witnesses testified in support of the stipulation: William Allen, on behalf of AEP-Ohio; Dr. Abdellah Cherkaoui, on behalf of the Electric Vehicle Charging Association; Matthew White, on behalf of the Retail Energy Supply Association; and Krystina Schaefer, Jacob Nicodemus, and Tamara Turkenton on behalf of the Commission Staff. The Office of the Ohio Consumers' Counsel offered five (5) witnesses in opposition: Barbara Alexander, James Williams, David Effron, Dr. Daniel Duann, and Michael Haugh.

STANDARD OF REVIEW

Ohio Rev. Code Section 4928.143, Revised Code sets out the requirements for an ESP. An ESP must include provisions relating to the supply and pricing of generation service. Ohio Rev. Code Section 4928.143(B). An ESP may also provide for the automatic recovery of certain costs, a reasonable allowance for certain construction work in progress (CWIP), an unavoidable surcharge for the cost of certain new generation facilities, conditions or charges relating to customer shopping, automatic increases or decreases, provisions to allow securitization of any phase-in of the SSO price, provisions relating to transmission related costs, provisions related to distribution service, and provisions regarding economic development. Ohio Rev. Code Section 4928.143(B)(2).

In addition, the Commission is required to approve, or modify and approve the ESP, if the ESP, including its pricing and all other terms and conditions, including deferrals and future recovery of deferrals, is more favorable in the aggregate as compared

to the expected results that would otherwise apply in an MRO under Section 4928.142 Revised Code. Ohio Rev. Code Section 4928.143(C)(1).

Ohio Adm. Code 4901-1-30 authorizes parties to Commission proceedings to enter into a stipulation, as they have here. Although not binding upon the Commission, the terms of such agreements are to be accorded substantial weight. *Consumers' Counsel v. Pub. Util. Comm.*, 64 Ohio St.3d 123,125,592 N.E.2d 1370 (1992), citing *Akron v. Pub. Util. Comm.*, 55 Ohio St.2d 155,157, 378 N.E.2d 480 (1978).

The standard of review for considering the reasonableness of a stipulation has been discussed in numerous prior Commission proceedings. See, e.g., PPA Case (Opinion and Order) (Mar. 31, 2016) at 48-49. The ultimate issue is whether the agreement is reasonable and should be adopted by the Commission. In considering the reasonableness of a stipulation, the Commission has used the following criteria:

1. Is the settlement a product of serious bargaining among capable, knowledgeable parties?
2. Does the settlement, as a package, benefit ratepayers and the public interest?
3. Does the settlement package violate any important regulatory principle or practice?

ARGUMENT

I. The Stipulation Satisfies the “Three-Part Test,” and Should be Approved

The Signatory Parties agree that the stipulation satisfies the three-part test used by the Commission to consider stipulations (Joint Ex. 1 at 39). In support of the stipulation,

AEP Ohio filed the testimony of William Allen, Managing Director of Regulatory Case Management for AEP Service Corporation (AEP Ex. 1). The Electric Vehicle Charging Association (EVCA) filed the testimony of Dr. Abdellah Cherkaoui, Senior Vice President of Government, OEMS & Utilities Market Development for Volta Charging, LLC, and former Policy Chair of the EVCA (EVCA Ex. 1). The Retail Energy Supply Association filed the testimony of Matthew White, General Counsel, Legislative and Regulatory Affairs for Interstate Gas Supply, Inc. (RESA Ex. 1). The Commission Staff filed the testimony of Krystina Schaefer, Chief of the Grid Modernization and Security Division of the Rates and Analysis Department (Staff Ex. 1); Jacob Nicodemus, Utility Specialist 2, Reliability and Service Analysis Division, Service Monitoring and Enforcement Department (Staff Ex. 2); and Tamara Turkenton, Chief of the Regulatory Services Division of the Rates and Analysis Department (Staff Ex. 3).

A. The Settlement Is A Product Of Serious Bargaining Among Capable, Knowledgeable Parties

The parties engaged in a number of settlement discussions, both with individual stakeholder groups and in meetings open to all intervening parties. Company witness Allen testified that he attended the settlement meetings held at the offices of the Commission and several meetings with individual parties that led to the stipulation. AEP Ex. 1 at 3.

Mr. Allen testified that the stipulation was the result of a lengthy process of negotiation involving experienced counsel representing members of many stakeholder

groups. Mr. Allen also states the parties to the cases at issue are capable and knowledgeable about the issues raised. (AEP Ex. 1 at 19-20). The parties in these proceedings routinely and actively participate in rate and regulatory matters before the Commission. The evidence of record conclusively demonstrates participation in the negotiation sessions by signatory and non-signatory parties alike, and demonstrates the knowledge and experience of the parties.

In his testimony, Mr. Allen noted that the Signatory Parties and non-opposing parties represent a variety of diverse interests. Specifically, he testified that the parties include:

AEP Ohio; the Staff of the Commission (Staff); low income customer advocates – Ohio Partners for Affordable Energy; industrial and commercial advocates – the Ohio Energy Group (OEG), Industrial Energy Users-Ohio (IEU) and the Ohio Manufacturers’ Association Energy Group (OMAEG); commercial customers – the Ohio Hospital Association (OHA); competitive retail electric suppliers – Interstate Gas Supply, Inc. (IGS) and Constellation New Energy (Constellation), as well as the Retail Energy Supply Association (RESA) – a non-profit organization representing Ohio competitive retail suppliers; environmental advocates – the Sierra Club, Ohio Environmental Council (NRDC), Environmental Law and Policy Center (ELPC); and trade associations – Mid-Atlantic Renewable Energy Coalition (MAREC) and the Electric Vehicle Charging Association (EVCA). Walmart Stores East, L.P. and Sam’s East, Inc. (“Walmart”), The Kroger Co. (“Kroger”), and Commerce Energy (“Commerce”) signed the Stipulation as non-opposing parties.

AEP Ex. 1 at 3-4.

There is no requirement that a stipulation be executed by a diverse group of stakeholders. Nor does OCC's decision not to sign the stipulation somehow "trump" this first prong of the test. As the Commission recently held,

Although OCC and APJN did not ultimately sign the stipulation, the interests of residential customers were represented during the settlement negotiations. . . . The three-prong test utilized by the Commission and recognized by the Ohio Supreme Court does not incorporate the diversity of interest component, as presented by OCC and APJN. We reject OCC/APJN's attempt to revise the test to evaluate stipulations based on the diversity of signatory parties. . . . The Commission has repeatedly determined that we will not require any single party, including OCC, to agree to a stipulation, in order to meet the first prong of the three-prong test. *In re Vectren Energy Delivery of Ohio, Inc.*, Case No. 13-1571-GA-ALT, Opinion and Order (Feb. 19, 2014) at 10; *In re FirstEnergy*, Case No. 12-1230-EL-SSO, Opinion and Order (July 18, 2012) at 26, citing *Dominion Retail, Inc. v. The Dayton Power and Light Co.*, Case No. 03-2405-EL-CSS, et al., Opinion and Order (Feb. 2, 2005), Entry on Rehearing (Mar. 23, 2005) at 7-8. However, no particular customer class may be intentionally excluded from negotiations. The Ohio Supreme Court has previously expressed grave concern regarding the adoption of a partial stipulation where the stipulation arose from settlement talks from which an entire customer class was intentionally excluded. *Time Warner AxS v. Pub. Util. Comm.*, 75 Ohio St.3d 229, 233, 661 N.E.2d 1097 (1996). The record in these proceedings demonstrates that representatives of each of the customer classes, including the residential class, participated in the settlement negotiations. . . . There is no evidence in the record that an entire class of customers was excluded from the settlement negotiations. Furthermore, we note that OP&A is a signatory party to the stipulation. . . . [T]he Commission has previously considered OP&A an advocate on behalf of low and moderate-income customers. See, e.g., *In re FirstEnergy*, Case No. 12-1230-EL-SSO, Opinion and Order (July 18, 2012) at 26.

PPA Case (Opinion and Order) (Mar. 31, 2016) at 52-53. As in that case, OCC was invited to and participated in negotiations, and OPAE is a signatory party to the stipulation.

Based on the record before the Commission, the stipulation is the product of serious bargaining among capable, knowledgeable parties, and satisfies the first prong of the three-part test.

B. The Settlement, As A Package, Benefits Ratepayers And The Public Interest

The Commission must determine whether the settlement, as a package, benefits ratepayers and the public interest. That is, it must look at the overall impact of the settlement. There is no requirement that each individual provision, or that any particular provision, of the settlement must satisfy some “cost / benefit” analysis. If the package, as a whole, provides benefits to ratepayers and the public interest, it should be approved. Because the stipulation before the Commission benefits both ratepayers and the public interests it should be approved.

AEP Ohio witness Allen testified that the stipulation benefits ratepayers and the public interest in multiple ways. By extending the ESP through 2024, customers, auction suppliers, and CRES participants will be assured of greater certainty and predictability. AEP Ex. 1 at 20.

The stipulation supports the Columbus Smart City and the Commission’s PowerForward initiatives. RESA witness Dr. Cherkaoui testified that the EV charging

station rebate program “will stimulate innovation, competition and customer choice.”

RESA Ex. 1 at 4. Dr. Cherkaoui further testified that the program:

provides grid benefits over traditional load management, and valuable data can be collected to inform better utility planning decisions and help maintain reliability and affordability. Based on the data collected from smart charging stations, new processes can be created to better integrate electric vehicle charging with the increasing renewable generation interconnected the grid – helping balance intermittent loads and reduce costs of providing clean energy.

Id. at 13-14.

Staff witness Schaefer agreed. She testified that “the benefits associated with the demonstration projects within the rider will be provided to all distribution customers.” Tr. I at 90. Those benefits involve gaining a better understanding of the impacts that new services and technologies may have on the distribution system. *Id.* at 95. Furthermore, the research generated by these demonstration projects will be publicly available to anyone, *Id.* at 105, further enhancing innovation, competition and customer choice.

The stipulation also supports economic development through a number of provisions, including the Renewable Generation Rider, micro grid deployment, EV charging market development, the Automaker Credit Rider, and the IRP and BTCR Pilot tariffs.

It continues the residential distribution credit. AEP witness Allen testified that the credit saves a typical residential customer approximately \$11.40 annually. AEP Ex. 1 at 21. The stipulation also continues the neighbor-to-neighbor program, providing financial assistance to low-income customers.

Retail competition is also enhanced by the stipulation. In addition to expansion of the consolidated billing pilot program and a number of tariff changes supported by the CRES community, the Enroll From My Wallet pilot will ease customer enrollments. RESA witness White called these proposals “an important step forward for the competitive market and consumers.” RESA Ex. 1 at 3. Like AEP witness Allen and Staff witness Schaefer, RESA witness White testified that, [t]aken as a whole, the provisions in the Stipulation are in the public interest.” *Id.* at 17.

Based on the record before the Commission, the stipulation, as a package, benefits ratepayers and the public interest, and satisfies the second prong of the three-part test.

C. The Settlement Package Does Not Violate Any Important Regulatory Principle Or Practice

Company witness Allen testified that none of the individual provisions of the stipulation is inconsistent with or violates any important Commission principle or practice. In fact, witness Allen states that the stipulation promotes several of the state policies listed in R.C. 4928.02, including paragraphs (A), (B), (C), (D), (G), (I), (L), and (N). AEP Ex. 1 at 22-23.

Staff witness Schaefer agreed. She testified that data gathered from the Smart City demonstration projects support a number of state policies, including those in paragraphs (A), (C), (D) and (F). Tr. I at 106. In response to questioning from counsel for OCC, she responded that

(A) Is the primary state policy that's being supported, though there is an opportunity, especially with the micro grid

demonstration project, to better understand the distributed energy resources on the distribution system and to optimize those resources, and also to potentially update interconnection procedures and require things like smart inverters going forward. There is a number of applications that the data can be used, both in terms of policy making and just general rule review.

Id.

The same sentiment was echoed by RESA witness White. Referring specifically to those provisions of the stipulation relating to Competition Incentive Rider (CIR), Supplier Consolidated Billing Pilot, and Enroll From My Wallet programs, he testified that:

Ohio policy is to ensure the availability of unbundled and comparable retail electric service that provides consumers with the supplier, price, terms, conditions, and quality options they elect to meet their respective needs. Just as important, Ohio policy is to recognize the continuing emergence of competitive electricity markets through the development and implementation of flexible regulatory treatment and innovative products. Each of the above-referenced Stipulation provisions follow those and other Ohio policies that are intended to promote the development of the competitive retail markets in Ohio, and implementation of these pilots will assist in the development of new products and programs that will benefit consumers.

RESA Ex. 1 at 17.

Staff witness Turkenton also testified that the stipulation complies with all relevant and important regulatory principles and practices. Staff Ex. 3 at 4. Based on the record before the Commission, the stipulation does not violate any important regulatory principle or practice, and satisfies the third and final prong of the three-part test.

II. The Proposed ESP Is More Favorable In The Aggregate As Compared To The Results That Would Otherwise Apply Under Section 4928.142 Revised Code

Ohio Rev. Code Section 4928.143(C) provides in relevant part that:

The Commission by order shall approve or modify and approve an application filed under division (A) of this section if it finds that the electric security plan so approved, including its pricing and all other terms and conditions, including any deferrals, is more favorable in the aggregate as compared to the expected results that would otherwise apply under section 4928.142 of the Revised Code.

If the proposed ESP, including its pricing and all other of its terms and conditions is more favorable in the aggregate than the expected results of an MRO, then the ESP should be approved. The Commission's analysis must consider the entire ESP as a total package. Ohio Rev. Code Section 4928.143(C)(1) does not bind the Commission to a strict price comparison, but, rather, instructs the Commission to consider other terms and conditions, as there is only one statutory test that looks at an entire ESP in the aggregate. *In re Columbus S. Power Co.*, 128 Ohio St. 3d 402, 407. The record demonstrates that the stipulation is, in fact, more favorable customers, whether evaluated from a quantitative and a qualitative perspective, than would be expected of an MRO, and should be approved.

There are both quantitative and qualitative aspects of the MRO Test. AEP Ohio witnesses Allen and Staff witness Turkenton provided testimony that confirms that AEP Ohio's proposed ESP, including its pricing and all other terms and conditions, is more

favorable in the aggregate as compared to the expected results of an MRO, both on a quantitative and a qualitative basis.

In considering AEP Ohio's statutory price test, the Commission must compare the price of AEP-Ohio's proposed ESP with the price of the results that would otherwise apply under Ohio Rev. Code Section 4928.142. Because the rates to be charged customers under the ESP are entirely market-based, there would be no difference between the ESP and an MRO. Staff Ex. 3 at 5.

There are at least two (2) quantifiable benefits of the stipulation that would not exist with an MRO. The Company will extend the Residential Distribution Credit Rider, at least until new base distribution rates are established. This will result in an annual benefit of \$14.7 million credited to residential customers. AEP Ex. 1 at 18, Staff Ex. 3 at 6. In addition, the Company will contribute \$1,000,000 annually to the Neighbor-to-Neighbor program to benefit low income residential customers. *Id.* Neither of these benefits would exist under an MRO.

While not presently quantifiable, there may be other tangible financial benefits for customers. AEP witness Allen testified that any savings from updating the WACC upon anticipated debt refinancing would benefit customers, and would not be available as part of an MRO. AEP Ex. 1 at 17.

There are, of course, costs that must also be considered as part of the quantitative analysis. The new Smart City Rider would allow up to \$21.1 million to be recovered from ratepayers over a four-year period. Even when considering this cost, however, Staff

witness Turkenton testified that “the \$21.1 million is more than offset by the annual benefits discussed above, and the stipulated ESP would still be more favorable than an MRO.” Staff Ex. 3 at 6.

To the extent that the stipulation provides for zero placeholder riders, such as the PowerForward and PEV riders, the Commission has previously determined that it is not necessary to attempt to quantify the impact of such riders in the MRO/ESP analysis. *ESP 3 Case* (Opinion and Order) (Feb. 25, 2015) at 94. Furthermore, the Commission has also determined that the revenue requirements associated with the recovery of incremental distribution investments from distribution-related riders, such as the DIR and ESSR, “should be considered to be the same whether recovered through the ESP or through a distribution rate case conducted in conjunction with an MRO.” *Id.* Such investments are, therefore, properly excluded as part of the MRO/ESP analysis.

The Commission must also consider the non-quantifiable aspects of the stipulation, in order to view the proposed plan in the aggregate. Among the many benefits identified by the signatory parties are the following:

- The commitment to file a base rate case by June 1, 2020, minimizing uncertainty
- Continuation of the DIR, encouraging investment in distribution infrastructure
- The ability to respond more quickly to directives from the Commission’s PowerForward initiative
- Promotion of innovative measures related to the Smart City and PowerForward initiatives

- Demonstration projects to provide data and information to allow the Company and Commission to better respond to new technologies and demands on the distribution system
- Provisions for economic development and increased demand response through expansion of the IRP tariff
- Enhancements to the retail competitive market through the CIR, SSOCR, Enroll From My Wallet pilot program, and expansion of the consolidate supplier billing program

These, and other benefits, led both Mr. Allen and Ms. Turkenton to testify that the quantifiable benefits, in combination with the non-quantifiable benefits, demonstrate that the provisions of the ESP in the stipulation are clearly more favorable in the aggregate than would be expected from an MRO. AEP Ex. 1 at 19, Staff Ex. 3 at 6-7.

CONCLUSION

The Stipulation is reasonable, meets the three part test, and is more favorable than an MRO would be. Staff urges the Commission to approve the stipulation.

Respectfully submitted,

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PROOF OF SERVICE

I hereby certify that a true copy of the foregoing Post-Hearing Brief was served via e-mail upon the following parties of record, this 30th day of November, 2017.

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