

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Ohio Power Company for an)	Case No. 20-585-EL-AIR
Increase in Electric Distribution Rates)	
In the Matter of the Application of)	Case No. 20-586-EL-ATA
Ohio Power Company for Tariff Approval)	
In the Matter of the Application of)	
Ohio Power Company for Approval)	Case No. 20-587-EL-AAM
to Change Accounting Methods)	

**INITIAL BRIEF OF
INDUSTRIAL ENERGY USERS-OHIO**

Matthew R. Pritchard (Reg. No. 0088070)
(Counsel of Record)
Bryce A. McKenney (Reg. No. 0088203)
Rebekah J. Glover (Reg. No. 0088798)
MCNEES WALLACE & NURICK LLC
21 East State Street, 17TH Floor
Columbus, OH 43215
Telephone: (614) 719-2842
Telecopier: (614) 469-4653
mpritichard@mcneeslaw.com
bmckenney@mcneeslaw.com
rglover@mcneeslaw.com
(willing to accept service via email)

June 14, 2021

Attorneys for Industrial Energy Users-Ohio

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Ohio Power Company for an)	Case No. 20-585-EL-AIR
Increase in Electric Distribution Rates)	
In the Matter of the Application of)	Case No. 20-586-EL-ATA
Ohio Power Company for Tariff Approval)	
In the Matter of the Application of)	
Ohio Power Company for Approval)	Case No. 20-587-EL-AAM
to Change Accounting Methods)	

**INITIAL BRIEF OF
INDUSTRIAL ENERGY USERS-OHIO**

The Public Utilities Commission of Ohio (“Commission” or “PUCO”) should approve without modification the Settlement contained in the Joint Stipulation and Recommendation because it presents a just and reasonable resolution of the issues in this case.¹ The Settlement is the product of serious bargaining among capable parties, benefits customers and the public interest, and does not violate any important regulatory principle or practice.² Further, the parties opposed to the Settlement failed to introduce evidence demonstrating that the stipulation is unjust, unreasonable, or fails to meet the

¹ Joint Exhibit 1 (as updated and filed in the docket in this case on May 11, 2021).

² Ohio Adm.Code 4901-1-30 authorizes parties to Commission proceedings to enter into a stipulation. Although not binding on the Commission, the terms of an agreement are given substantial weight. *Consumers’ Counsel v. Pub. Utils. Comm’n of Ohio*, 64 Ohio St.3d 123, 125 (1992). In the review of a contested settlement, the Commission considers three questions: (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? *Industrial Energy Consumers of Ohio Power Co. v. Pub. Utils. Comm’n of Ohio*, 68 Ohio St.3d 559 (1994); *In re Dayton Power and Light Co. to Establish a Standard Service Offer in the Form of an Electric Security Plan*, Case Nos. 16-395-EL-SSO, et al., Opinion and Order at 16 (Oct. 20, 2017).

Commission's 3-prong test for evaluating settlements. The Stipulation, which has the support of 14 parties, should be approved without modification.

I. PROCEDURAL HISTORY

In the Commission's review of a contested settlement to determine the reasonableness of the settlement, the Commission has historically considered three questions:

- (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?³

In this case, the answer to each of the Commission's three questions is in the affirmative.

On June 8, 2020, AEP Ohio filed an Application pursuant to R.C. 4909.18 to increase its electric distribution rates by \$402 million, or 61.2%.⁴ Thereafter, on November 18, 2020, the PUCO Staff submitted its Staff Report on the findings of its investigation regarding AEP Ohio's Application recommending a distribution rate increase between 36% and 39%.⁵

After the Staff Report was filed, all parties to this proceeding engaged in months of review and negotiations which ultimately resulted in a Settlement set forth in the Joint

³ In the review of a contested settlement, the Commission considers three questions: (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? *Industrial Energy Consumers of Ohio Power Co. v. Pub. Utils. Comm'n of Ohio*, 68 Ohio St.3d 559 (1994); *In re Dayton Power and Light Co. to Establish a Standard Service Offer in the Form of an Electric Security Plan*, Case Nos. 16-395-EL-SSO, et al., Opinion and Order at 16 (Oct. 20, 2017).

⁴ AEP Ohio Ex. 1 (Application) at Schedule A-1; Staff Ex. 1 (Staff Report) at 38.

⁵ Staff Ex. 1 at 7.

Stipulation and Recommendation filed on March 12, 2021.⁶ In the Joint Stipulation, the parties agree to a Settlement whereby AEP Ohio would be permitted to earn an overall rate of return of 7.28%, reflecting a cost of long-term debt of 4.4% and a return on equity of 9.7%.⁷ The Settlement resolves all of the issues that should be resolved in a distribution rate case, in accordance with the provisions and requirements set forth in R.C. Chapter 4909 and the Ohio Administrative Code.

The signatory parties to the Settlement are AEP Ohio, the PUCO Staff, Industrial Energy Users–Ohio (IEU-Ohio), the Ohio Manufacturers’ Association Energy Group (OMAEG), Ohio Energy Group (OEG), the Office of the Ohio Consumers’ Counsel (OCC), the Ohio Hospital Association (OHA), the Kroger Company (Kroger), Walmart Stores East and Sam’s East (Walmart), One Energy, Clean Fuels Ohio, Charge Point, EVgo, and the Ohio Cable Telecommunications Association (OCTA). The diverse group of interests represented by the signatory parties indicate the benefits the Settlement provides to residential consumers, industrial consumers, manufacturers, commercial consumers, environmental and electric vehicle groups, hospitals, and more. IEU-Ohio respectfully requests that the Commission issue an Order approving the Settlement without modification.

II. THE SETTLEMENT IS THE PRODUCT OF SERIOUS BARGAINING BY CAPABLE AND KNOWLEDGEABLE PARTIES

The Settlement submitted for Commission approval in this case was agreed to by the signatory parties after months of negotiations in which all parties were provided the opportunity to negotiate. The settlement negotiations were open to all parties in the

⁶ Joint Ex. 1.

⁷ *Id.* at Page 4, Paragraph 1(e); Attachment A, Schedule A-1.

proceeding. Signatory and non-signatory parties, each represented by capable and knowledgeable counsel, participated in the settlement process. The negotiations that ultimately culminated in the Settlement were lengthy, serious, and conducted at arm's length.

Further, the Settlement reflects the serious negotiations, concessions, and bargaining that occurred during the extensive settlement negotiations. As noted by AEP Ohio witness Andrea Moore, the "Stipulation differs in several aspects from the proposal submitted in the Application because it reflects an overall compromise involving a balance of competing positions from multiple parties and incorporates many of the recommendations offered by Staff and intervenors."⁸ PUCO Staff witness David Lipthratt testified that in his opinion, "[g]iven that the signatory parties to the Stipulation represents a diverse group of parties that are knowledgeable, experienced in utility regulation, setting utility rates, in this particular case I believe that this is a reasonable settlement that is in the public interest."⁹ OCC's witness, representing the residential consumers served by AEP Ohio, testified that "[t]he Signatory Parties to the Settlement represent a broad range of diverse interests, including AEP Ohio, residential consumers, organizations of nonresidential customers, an association representing hospitals in Ohio, two of the largest supermarket chains in the country, and companies in the electric vehicle and renewable energy industries."¹⁰

For the reasons explained above, the Settlement passes the first prong of the Commission's three-prong test for evaluating the reasonableness of a Stipulation.

⁸ AEP Ohio Ex. 6 (Moore Testimony) at Page 16, Lines 20-23.

⁹ Tr. Vol. II at 424, Lines 11-16.

¹⁰ OCC Ex. 1 at 5.

Further, no party has yet asserted that the Settlement is not the product of serious bargaining by capable and knowledgeable parties.

III. THE SETTLEMENT AS A PACKAGE BENEFITS RATEPAYERS AND THE PUBLIC INTEREST AND DOES NOT VIOLATE ANY LEGAL, REGULATORY, OR RATEMAKING PRACTICE OR PRINCIPLE

The Settlement package contained in the Joint Stipulation presents a just and reasonable resolution of the issues in this proceeding. The Settlement, as a package, benefits ratepayers and the public interest, and provides direct benefits to many signatory parties. The Settlement resolves the matters regarding AEP Ohio's rate base¹¹, operating income, rate of return, and revenue requirement, including AEP Ohio's cost of long-term debt and return on equity.¹² Additionally, the Settlement addresses AEP Ohio's Distribution Investment Rider ("DIR") and establishes new revenue caps for the DIR through 2024, along with incentives for AEP Ohio to hit benchmark reliability standards.¹³

The Stipulation recommends approval of an increase in AEP Ohio's revenue requirement of \$295 million, which is approximately \$110 million less than what AEP Ohio proposed in its Application.¹⁴ The Stipulation contains an agreed-upon rate of return for AEP Ohio of 7.28%, which is less than AEP Ohio's proposed 7.9% rate of return and is also less than midpoint of the PUCO Staff's proposed rate of return, which was 7.425%.¹⁵ Further, the rate of return reflects a cost of long-term debt of 4.4% and an ROE of 9.7%,

¹¹ Rate base meaning AEP Ohio's property used and useful in the rendition of distribution of electric power.

¹² Joint Ex. 1 at 3-6.

¹³ *Id.* at 6-9.

¹⁴ AEP Ohio Ex. 1 at Schedule A-1 (\$1,065,876,000); Staff Ex. 1 at 27 (midpoint - \$911,751,051); Joint Ex. 1 at 4, Stipulated Schedule A-1 (\$955,101,000).

¹⁵ Joint Ex. 1 at 4 (7.28%); AEP Ohio Ex. 1 at 5 (7.9%); Staff Ex. 1 at 24 (7.15% to 7.70%).

each of which are less than what AEP Ohio proposed in the Application.¹⁶ Additionally, the Settlement sets revenue caps on AEP Ohio's Distribution Investment Rider ("DIR"), and provides performance incentives in the DIR for AEP Ohio to achieve annual reliability standards.¹⁷

The Settlement provides a reasonable allocation of the revenue requirement for transmission voltage customers, reflects gradualism in rate increases, addresses the opportunity to participate in a transmission pilot program where the billing methodology mirrors the wholesale billing methodology, and provides an incentive for economic development that could benefit the entire state of Ohio.¹⁸ The end result is a Settlement that provides a significant improvement to consumers over what AEP Ohio proposed in the Application and reflects the compromises produced by the settlement process and contained in the Stipulation.

The Stipulation further continues the positive direction of prior Commission-approved settlements for manufacturing businesses and other large energy users, providing for a continued transition to additional businesses being assigned transmission costs at a retail level that reflects how costs are incurred at a wholesale level.¹⁹ The Stipulation's provisions regarding the Basic Transmission Cost Rider ("BTCR") pilot

¹⁶ AEP Ohio Ex. 1 at 5 ("The Company submits that an overall return of 7.90%, which includes a 10.15% return on equity, is fair and reasonable.").

¹⁷ Joint Ex. 1 at 6.

¹⁸ *Id.* at 16; AEP Ohio Ex. 6 (Moore Testimony) at 13, 15.

¹⁹ See *In re Ohio Power Co. for Authority to Establish a Standard Service Offer*, Case No. 13-2385-EL-SSO, et al., (*ESP 3*) Opinion and Order (Feb. 25, 2015) at 65-68; *In re Ohio Power Co. for Authority to Establish a Standard Service Offer*, Case No. 16-1852-EL-SSO, et al., (*ESP IV*) Opinion and Order (Apr. 25, 2018) at 38-41, 58-62; Joint Ex. 1 at 17-18; AEP Ohio Ex. 6 (Moore Testimony) at 14. The BTCR Pilot cap will be increased to 800 MW in 2022, 900 MW in 2023, and 1,000 MW in 2024 allowing for steadily increased participation in the program.

program encourage existing businesses to expand operations in the state and encourage new businesses to locate in the state and participate in the transmission pilot.

The matching of wholesale cost incurrence with retail cost billing for transmission service provides price signals to Ohio businesses to reduce their electric demand during times of peak use of the transmission grid which, all else equal, will reduce the need for additional investment in the transmission grid. Better utilization of existing transmission resources will produce cost savings for all customers.²⁰

The provisions identified above constitute parts of a package that, in its totality, benefits ratepayers and the public interest. The Stipulation does not violate any important regulatory practice or principal. The Stipulation is just and reasonable and the Commission should approve the Stipulation without modification.

IV. THE COMMISSION SHOULD REVERSE THE ATTORNEY EXAMINER'S DENIAL OF IEU-OHIO'S MOTIONS TO STRIKE HEARSAY OR, IN THE ALTERNATIVE, GIVE NO WEIGHT TO THE TESTIMONY

Pursuant to Ohio Adm.Code 4901-1-15(F), any party that is adversely affected by a ruling issued during a public hearing may raise the propriety of that ruling as an issue for the Commission's consideration by discussing the matter as a distinct issue in its initial brief.²¹ At the hearing, IEU-Ohio and other parties moved to strike the testimony of each witness for the Environmental Advocates - OEC Witness Baatz²² and ELPC Witness Neme²³ - because their testimony is replete with hearsay. The Commission should reverse the Attorney Examiner's denial of IEU-Ohio's motions to strike the hearsay or, in

²⁰ See Joint Ex. 1 at 17-18; AEP Ohio Ex. 6 (Moore Testimony) at 14.

²¹ Ohio Adm.Code 4901-1-15(F).

²² Tr. Vol. III at 498-509, 565.

²³ *Id.* at 570-590.

the alternative, give no weight to the hearsay statements made by the witnesses for the Environmental Advocates regarding their position that the Commission adopt a non-existent energy efficiency plan in this proceeding.

The Ohio Rules of Evidence at Rules 801 through 803 provide the definitions and exceptions to hearsay.²⁴ Hearsay is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted.²⁵ OEC Witness Baatz and ELPC Witness Neme include two types of hearsay in their testimony. The first relates to portions of pre-filed testimony of another witness in this proceeding (Jon Williams) that was not admitted into the record. The second relates to third party studies.

At the hearing, IEU-Ohio and other parties moved to strike the testimony of the witnesses for the Environmental Advocates because it was based upon hearsay.²⁶ IEU-Ohio believed that the documents drafted by an AEP Ohio employee, Jon Williams, who was not being presented in support of the Settlement and was not going to be called as a witness by AEP Ohio, were unlikely to be admitted into the record. When he was called to testify at hearing, Mr. Williams again did not sponsor the entirety of the exhibit, nor did any party on cross-examination seek to have Mr. Williams sponsor the entirety of the pre-filed testimony. Only a discrete set of questions were asked regarding some portions of his pre-filed testimony, and the Attorney Examiner admitted only the select passages from the testimony that were directly addressed on cross-examination.²⁷

²⁴ Ohio R. of Evid. 801-803; 801(C).

²⁵ *Id.*

²⁶ Tr. Vol. III at 498-501; Tr. Vol. III at 570-572.

²⁷ Attorney Examiner Entry (May 27, 2021).

Ultimately, the documents were not sponsored by Mr. Williams and much of their content was not admitted. However, the Attorney Examiners denied IEU-Ohio and other parties' motions to strike the hearsay from the testimony of the witnesses for the Environmental Advocates. IEU-Ohio even requested that the testimony presented by the Environmental Advocates quoting or referencing the documents or statements of Jon Williams "not be admitted into the record until, at the very least, Mr. Williams has testified."²⁸ This request was also denied.²⁹

Jon Williams did not provide any direct witness testimony and much of the cross-examination conducted by the Environmental Advocates was conducted on matters or documents that were not admitted or outside the scope of the evidentiary record (not to mention outside of the scope of his direct testimony, considering that Mr. Williams presented no direct testimony). Further, even if the documents had been sponsored by Mr. Williams, they still would have contained hearsay because Mr. Williams testified that the marginal cost values, avoided cost values, and forecasted generation costs were provided to him by the AEP Fundamentals Team (the debate about AEP Ohio's fundamental price forecasts is, in and of itself, a heavily debated subject and drove weeks of testimony in the AEP Ohio Power Purchase Agreement ("PPA") Case hearing, Case Nos. 14-1693-EL-RDR, *et al.*, and the AEP Ohio Renewable PPA Case hearing, Case

²⁸ Tr. Vol. III at 499, Lines 5-9; Tr. Vol. III at 565, Lines 4-9 ("[w]e would renew our motions to strike, but at the very least we would object to the admission of those parts of the testimony that quote the testimony of Jon Williams, at the very least that it be taken [up] after Jon Williams has testified.").

²⁹ *Id.* at 565.

Nos. 18-501-EL-FOR, *et al.*). Mr. Williams is not on the AEP Fundamentals Team and no witness from the AEP Fundamentals Team was presented to testify.³⁰

Specifically, regarding the hearsay in the testimony of OEC Witness Brendon Baatz, the Commission should strike OEC Ex. 1 at Page 4, Lines 14 through 16 (including the footnotes).³¹ And, in the testimony of ELPC Witness Chris Neme, the Commission should strike ELPC Ex. 1 at Page 23, Lines 378 through 391, including Figure 1³²; Page 25, Figure 2³³; Page 26, Lines 422 through 426³⁴; Page 27, Lines 431 through 436 and Footnotes 22 and 23³⁵; and Page 29, Lines 463 through 464³⁶. All the above-referenced testimony is hearsay where AEP Ohio's Jon Williams is the declarant and addresses portions of Mr. Williams' pre-filed testimony that was not made part of the evidentiary record in this proceeding.

Additionally, regarding the hearsay where authors of third-party reports are the declarant, none of the authors of the third-party reports were called to sponsor the reports sought to be relied upon in this proceeding. Furthermore, while the Commission has used its discretion to deviate from the hearsay standard for some documents that might otherwise be excluded as hearsay (e.g., the Commission has routinely allowed credit reports by credit ratings agencies to be admitted without the authority of the credit report

³⁰ Tr. Vol. V at 987-989 ("Q. Mr. Williams, you are not on the AEP Fundamentals team, correct? A. That's correct. I'm not. Q. To your knowledge is any witness testifying in this case on the AEP Fundamentals team. A. No.").

³¹ Tr. Vol. III at 499 at Lines 1-9.

³² *Id.* at 575 at Lines 10-17.

³³ *Id.* at Line 17.

³⁴ *Id.* at 575 at Lines 21-25, 576 at Lines 1-5.

³⁵ *Id.* at 576 at Lines 6-8.

³⁶ *Id.* at 576 at Lines 23-25 through 577 at Line 1.

agency testifying), in those instances it is common practice for those hearsay documents to themselves be admitted into the record. Here, there is no evidence in the record as to the content of those reports because they were never introduced into the record. The only record evidence are the hearsay conclusions about the contents of other third-party entities' papers. Accordingly, the Commission should strike the quotes in ELPC Ex. 1 at Page 21, Lines 347 through 350³⁷ and Page 22, Lines 354 through 357³⁸. Further, the Commission should strike all of the footnotes in ELPC Ex. 1 which is the testimony of ELPC Witness Chris Neme.³⁹

Ultimately, the purpose of any rule of evidence is for the adjudication of causes so that the truth may be ascertained and proceedings justly determined.⁴⁰ In this case, the Environmental Advocates make unsubstantiated claims about energy efficiency based upon documents and comments which have not been verified, supported, sponsored, presented, or admitted into the evidentiary record. Accordingly, the Commission should strike the hearsay contained in the testimony of OEC Witness Baatz and ELPC Witness Neme.

Alternatively, because OEC Witness Baatz and ELPC Witness Neme rely extensively on hearsay for their conclusions, the Commission should give no weight to their testimony when deciding if the Commission should modify an otherwise just and reasonable settlement package.

V. CONCLUSION

³⁷ Tr. Vol. III at 570 at Line 20, 571 at Line 4.

³⁸ *Id.* at 571 at Lines 12-14.

³⁹ *Id.* at 573 at Line 13 through 577 at Line 1.

⁴⁰ Ohio R. of Evid. 801-803; 801(C) "Hearsay" is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted.

IEU-Ohio respectfully requests that the Commission adopt the Settlement without modification. The Settlement, as a package, presents a just and reasonable result for ratepayers and the public interest. Most importantly, the Settlement establishes just and reasonable base distribution rates for customers of AEP Ohio, consistent with the requirements and procedures set forth in R.C. Chapter 4909. Beyond that, the Settlement passes the Commission's three-prong test for determining the reasonableness of a Stipulation. The Settlement is reasonable, benefits ratepayers and the public interest, and is consistent with all regulatory principles and practices. Accordingly, IEU-Ohio respectfully requests that the Commission approve the Settlement without modification.

Respectfully submitted,

/s/ Bryce A. McKenney

Matthew R. Pritchard (Reg. No. 0088070)
(Counsel of Record)

Bryce A. McKenney (Reg. No. 0088203)

Rebekah J. Glover (Reg. No. 0088798)

McNEES WALLACE & NURICK LLC

21 East State Street, 17TH Floor

Columbus, OH 43215

Telephone: (614) 719-2842

Telecopier: (614) 469-4653

mpritchard@mcneeslaw.com

bmckenney@mcneeslaw.com

rglover@mcneeslaw.com

(willing to accept service via email)

Attorneys for Industrial Energy Users-OHIO

CERTIFICATE OF SERVICE

In accordance with Rule 4901-1-05, Ohio Administrative Code, the PUCO's e-filing system will electronically serve notice of the filing of this document upon the following parties. In addition, I hereby certify that a service copy of the foregoing *Initial Brief of Industrial Energy Users-Ohio* was sent by, or on behalf of, the undersigned counsel for IEU-Ohio, to the following parties of record this 14th day of June 2021, *via* electronic transmission.

/s/ Bryce A. McKenney

Steven T. Nourse
Christen M. Blend
American Electric Power Service Corporation
stnourse@aep.com
cblend@aep.com

Eric B. Gallon
Porter, Wright, Morris & Arthur LLP
egallon@porterwright.com

Christopher L. Miller
Ice Miller LLP
christopher.miller@icemiller.com

Counsel for Ohio Power Company

Dylan F. Borchers, Esq.
Kara H. Herrnstein, Esq.
Jhay T. Spottswood, Esq.
BRICKER & ECKLER LLP
dborchers@bricker.com
kherrnstein@bricker.com
jspottswood@bricker.com

Counsel for ChargePoint, Inc

Madeline Fleisher, Esq.
Dickinson Wright PLLC
mfleisher@dickinsonwright.com

Counsel for Clean Fuels Ohio

Mark A. Whitt, Esq.
Lucas A. Fykes, Esq.
WHITT STURTEVANT LLP
whitt@whitt-sturtevant.com
fykes@whitt-sturtevant.com

Counsel for Direct Energy Business, LLC

Caroline Cox, Esq.
Environmental Law & Policy Center
ccox@elpc.org

Robert Kelter
Environmental Law & Policy Center
rkelter@elpc.org

Counsel for The Environmental Law & Policy Center

Bethany Allen, Esq.
Joseph Oliker, Esq.
Michael Nugent, Esq.
IGS Energy
bethany.allen@igs.com
joe.oliker@igs.com
michael.nugent@igs.com

Counsel for Interstate Gas Supply, Inc.

Angela Paul Whitfield, Esq.
Carpenter Lipps & Leland LLP
paul@carpenterlipps.com

Counsel for The Kroger Co.

Michael J. Settineri, Esq.
Gretchen L. Petrucci, Esq.
Vorys, Sater, Seymour and Pease LLP
mjsettineri@vorys.com
glpetrucci@vorys.com

Counsel for Nationwide Energy Partners, LLC

Robert Dove, Esq.
Kegler Brown Hill + Ritter Co., L.P.A.
rdove@keglerbrown.com

Counsel for Natural Resources Defense Council

Angela D. O'Brien, Esq.
Christopher Healey, Esq.
Office of the Ohio Consumers' Counsel
angela.obrien@occ.ohio.gov
christopher.healey@occ.ohio.gov

Counsel for Ohio Consumers' Counsel

Michael L. Kurtz, Esq.
Kurt J. Boehm, Esq.
Jody Kyler Cohn, Esq.
BOEHM, KURTZ & LOWRY
mkurtz@BKLawfirm.com
kboehm@BKLawfirm.com
jkylercohn@BKLawfirm.com

Ohio Energy Group

Miranda Leppla, Esq.
Trent Dougherty, Esq.
Chris Tavenor, Esq.
mleppla@theOEC.org
tdougherty@theOEC.org
ctavenor@theOEC.org

Counsel for The Ohio Environmental Council

Devin D. Parram, Esq.
Rachel N. Mains, Esq.
BRICKER & ECKLER LLP
dparram@bricker.com
rmains@bricker.com

Counsel for The Ohio Hospital Association

Kimberly W. Bojko, Esq.
Carpenter Lipps & Leland LLP
Bojko@carpenterlipps.com

The Ohio Manufacturers' Association Energy Group

Robert Dove, Esq.
Kegler Brown Hill + Ritter Co., L.P.A.
rdove@keglerbrown.com

Counsel for Ohio Partners for Affordable Energy

Marion H. Little, Jr.
Christopher J. Hogan
Zeiger, Tigges & Little LLP 41
hogan@litoio.com
little@litoio.com

Dane Stinson
Matthew W. Warnock
BRICKER & ECKLER LLP 100 South
dstinson@bricker.com
mwarnock@bricker.com

Katie Johnson Treadway
One Energy Enterprises LLC
ktreadway@oneenergyllc.com

Counsel for One Energy Enterprises LC

Carrie H. Grundmann, Esq.
cgrundmann@spilmanlaw.com
Derrick Price Williamson, Esq.
dwilliamson@spilmanlaw.com

Steve W. Chriss
Walmart Inc.
Stephen.Chriss@walmart.com

Counsel for Walmart Inc.

John Jones
Steven Beeler
John.Jones@ohioattorneygeneral.gov
Steven.Beeler@ohioattorneygeneral.gov

Counsel for PUCO Staff

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/14/2021 4:00:04 PM

in

Case No(s). 20-0585-EL-AIR, 20-0586-EL-ATA, 20-0587-EL-AAM

Summary: Brief of Industrial Energy Users-Ohio electronically filed by Bryce A McKenney on behalf of Industrial Energy Users-Ohio