

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of The)	
Dayton Power and Light Company to)	
Increase Its Rates for Electric)	Case No. 20-1651-EL-AIR
Distribution)	
)	
In the Matter of the Application of The)	
Dayton Power and Light Company for)	Case No. 20-1652-EL-AAM
Accounting Authority)	
)	
In the Matter of the Application of The)	
Dayton Power and Light Company for)	Case No. 20-1653-EL-ATA
Approval of Revised Tariffs)	

**POST-HEARING REPLY BRIEF
OF
THE CITY OF DAYTON**

AES Ohio d/b/a Dayton Power & Light (“AES Ohio”) has failed to provide justification for charging the City of Dayton (the “City”) for taking redundant service to power its essential water treatment facilities. AES Ohio’s post-hearing brief did not address the City, the redundant service charge, and the Commission’s prior order acknowledging AES Ohio’s commitment to conduct a cost of service (“COS”) study.

The only party to discuss the redundant service charge in their post-hearing brief was Staff. First, Staff agreed with the City that AES Ohio did not identify within its revenue requirement the revenue that AES Ohio would receive from assessing redundant service charges on customers.¹

Second, Staff argued that, despite the fact that AES Ohio failed to provide a cost of service study for the redundant service charge, the redundant line “incurs the same costs (demand and

¹ Staff’s Initial Post-Hearing Brief, p. 13.

customer service charge plus any energy used) as the primary and it is appropriate that the cost causer pay for this service.”² The City respectfully disagrees with Staff. The assertion that the redundant line “incurs the same costs” as the primary line goes completely unsupported by the record evidence. In fact, it is directly contradicted by Staff witness Smith’s testimony:

[s]o redundant service for customers could cost different—different, and Staff doesn’t really know without doing some type of analysis or them looking at their own analysis for us to review and evaluate whether those costs are premium or not. So at this point we know there is cost. It’s not 0. Is it 100 percent? Is it 102 percent? Is it 98 percent? *We can’t tell you.*³

The City agrees with Staff that redundant service customers should pay the costs they cause. The only such costs are likely to be the costs, if any, associated with reserving capacity on the secondary line. However, it is impossible to say that with specificity at this point because redundant service costs have not been identified or assessed despite AES Ohio’s agreement to study them. There is simply no evidence whatsoever supporting AES Ohio’s proposal to double the rate charged to redundant service customers. The Commission should not impose a massive price increase on redundant service customers who are providing critical services (providing clean water, hospitals, etc.) without evidentiary support.

The Commission should order that AES Ohio do what it promised to do and perform a cost-of-service study which evaluates redundant service. In that cost-of-service study AES Ohio can follow Staff’s previous direction to remove costs that are continuous and assess redundant service customers only for the additional costs they impose on the system.⁴ Once that cost-of-service study is provided the parties will be able to provide a reasonable record on which the

² *Id.*

³ Transcript, Volume VI, p. 1271 (emphasis added).

⁴ See Company Ex. 58, Case No. 15-1830-EL-AIR, Staff Report (Mar. 12, 2018), p. 25.

Commission can make a decision. Until that point, the Commission should maintain the status quo.

It is important to note that maintaining the status quo will not harm AES Ohio. As noted above, Staff and AES Ohio have both admitted that no additional redundant service revenue has been included in AES Ohio's projections.⁵ Accordingly, holding AES Ohio to its previous bargain not to adjust redundant service charges without a cost-of-service study will impose no financial hardship on AES Ohio.

As such, the City respectfully requests the Commission order the continued waiver of the redundant service charge described in the Company's current Tariff No. D10.

Respectfully submitted,

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⁵ See testimony of Company Witness Adams, Transcript, Volume I, p. 94; Staff's Initial Post-Hearing Brief, p. 13.

CERTIFICATE OF SERVICE

I certify that the foregoing was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on this 30th day of March, 2022. The PUCO's e-filing system will electronically service notice of the filing of this document on counsel for all parties.

/s/ N. Trevor Alexander

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Summary: Reply Post-Hearing Reply Brief electronically filed by Mr. N. Trevor Alexander on behalf of City of Dayton