23

Sutherland
Asbill &
Brennan LLP
ATTORNEYS AT LAW

1275 Pennsylvania Avenue, NW
Washington, DC 20004-2415
202.383.0100
fax 202.637.3593
www.sablaw.com

RECEIVED-DOCKETING DIV
00 JUL 19 PM 2:47
PUCO

PAUL F. FORSHAY
DIRECT LINE: 202.383.0708
Internet: pforshay@sablaw.com

July 19, 2000

Via Facsimile

Ms. Daisy Crockron
Chief of Docketing
Public Utilities Commission of Ohio
180 East Broad Street
10th Floor
Columbus, OH 43215-3793

Re: *In the Matter of the Application of The Cincinnati Gas & Electric Company for Approval of its Transition Plan and for Authorization to Collect Transition Revenues*, Case No. 99-1658-EL-ETP, *et al.*

Dear Ms. Crockron:

Attached please find for filing the Reply Brief In Opposition to Stipulation and Recommendation of Shell Energy Services Co., L.L.C. ("Shell Energy") in the above-referenced proceedings. An original and twenty-eight (28) copies of Shell Energy's Reply Brief are being sent to you today by overnight express mail. Please date-stamp the two extra copies of the Reply Brief and return them in the self addressed postage pre-paid envelope that will be included with the hard copies of the Reply Brief.

Please contact me if you have any questions about this filing.

Very truly yours,

Paul F. Forshay

Paul F. Forshay

Counsel for
Shell Energy Services Co., L.L.C.

Attachment

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The Cincinnati Gas & Electric Company for Approval of its Electric Transition Plan and for Authorization to Collect Transition Revenues	)	Docket No. 99-1658-EL-ETP
In the Matter of the Application of The Cincinnati Gas & Electric Company for Approval of Tariff Changes Required to Implement Retail Electric Competition	)	Docket No. 99-1659-EL-ATA
In the Matter of the Application of The Cincinnati Gas & Electric Company for Approval of its New Tariffs	)	Docket No. 99-1660-EL-ATA
In the Matter of the Application of The Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures to Defer Costs Incurred Arising from the Implementation of its Electric Transition Plan	)	Docket No. 99-1661-EL-AAM
In the Matter of the Application of The Cincinnati Gas & Electric Company for Authority to Modify Current Accounting Procedures to Continue to Defer the Unrecovered Balance of Regulatory Assets	)	Docket No. 99-1662-EL-AAM
In the Matter of the Application of The Cincinnati Gas & Electric Company for Approval to Transfer its Generating Assets to an Exempt Wholesale Generator	)	Docket No. 99-1663-EL-UNC

REPLY BRIEF OF

SHELL ENERGY SERVICES COMPANY, L.L.C.

IN OPPOSITION TO STIPULATION AND RECOMMENDATION

Paul F. Forshay, Trial Attorney
SUTHERLAND ASBILL & BRENNAN LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415
(202) 383-0100

July 19, 2000

TABLE OF CONTENTS

I. INTRODUCTION

On July 5, 2000, Shell Energy Services Co., L.L.C. ("Shell Energy") filed its Initial Brief in Opposition to the Stipulation and Recommendation ("Initial Brief") in this proceeding. Shell Energy thoroughly reviewed the Stipulation and Recommendation's (hereinafter, "stipulation") many evident legal and policy shortcomings, and explained at length why the Commission should reject or significantly modify the stipulation.

More specifically, Shell Energy's Initial Brief demonstrated that the stipulation (1) adopts an unlawful framework that would fail to establish sustainable, effective competition and competitive choice,[1] (2) handcuffs the Commission's ability to act during the Market Development Period to protect the emerging competitive market place,[2] (3) provides the Cincinnati Gas & Electric Company ("CG&E") an unwarranted financial windfall,[3] (4) exempts CG&E from the remaining OSP working group process,[4] and (5) poses anti-competitive barriers to S.B. 3's pro-competitive policy mandates.[5] Additionally, Shell Energy explained that the stipulation would provide no benefits to customers which are not already mandated by Amended Substitute Bill No. 3 ("S.B. 3"), Ohio's electric restructuring statute.[6] In sum, Shell Energy conclusively showed that the stipulation did not comply with the legal and policy mandates of S.B. 3, and would not achieve the central purpose of Ohio's electric restructuring efforts, *i.e.*,

---

1 Shell Energy Initial Brief at 10-18.

2 *Id.* at 18-23.

3 *Id.* at 23-49.

4 *Id.* at 49-53.

5 *See generally* Shell Energy Initial Brief.

6 Shell Energy Initial Brief at 60-64.

establishing effective competition and competitive choice in the CG&E service territory.

Tellingly, CG&E's Initial Brief seeks to draw the Commission's attention away from the substance of the stipulation. Rather than explaining how the stipulation would establish the effective competition and competitive choice that are the essential goals of S.B. 3, CG&E instead encourages the Commission to do little more than to take the number of signatory parties as definitive proof of the stipulation's public interest virtues. Rather than showing how the stipulation would benefit ratepayers, particularly residential ratepayers, CG&E urges the Commission to approve the stipulation in the name of avoiding litigation. Rather than justifying adoption of the stipulation on its own purported merits, CG&E asks the Commission to adopt the stipulation as better than its discredited Transition Plan filing.

Because Shell Energy's Initial Brief fully explained the stipulation's anti-competitive shortcomings, as well as its failure to balance adequately the interests of all stakeholders, we will not revisit those points here. Rather, Shell Energy submits this limited reply brief to address several points raised by CG&E's Initial Brief that were not considered previously. These points include (1) CG&E's emphasis on the number of signatory parties and avoidance of litigation as bases for approving the stipulation, and (2) CG&E's assertion that the stipulation would induce 20% customer load switching because it would provide the opportunity for more than 2% savings to consumers. As explained below, these points do not provide the slightest justification for adopting a stipulation that so evidently contravenes the requirements of S.B. 3 and fails to serve the public interest. Indeed, having now reviewed CG&E's Initial Brief, Shell Energy is more convinced than ever that the stipulation would preclude the emergence of effective competition in the CG&E service territory. Accordingly, Shell Energy respectfully repeats its request that the Commission take a long, hard look at the stipulation and its evident anti-competitive consequences, and either reject the stipulation outright or accept it only after ordering substantial modifications.

II. ARGUMENT

A. Neither the Number of Signatory Parties Nor the Possible Avoidance of Litigation Demonstrate That a Stipulation Serves the Public Interest.

In its Initial Brief, CG&E suggests that its stipulation should be adopted because few parties actively oppose it.[7] Additionally, CG&E threatens that absent the stipulation, or if the Commission dares to modify it, "lengthy and expensive litigation will occur."[8] Such arguments are merely the most evident signposts erected by CG&E to point the Commission down the "regulatory path of least resistance" alluded to in our Initial Brief.[9] The public interest, however, lies in a different direction.

Although the Commission has in the past "commended . . . parties to a negotiated agreement for simplifying" cases, it also has firmly maintained that, "[i]n reviewing a settlement agreement . . . our primary concern is that the stipulation is in the public interest."[10] Consequently, judging the worth of the stipulation requires more than a mere headcount of signatory parties, and simply having an agreement -- ***any*** agreement -- is not sufficient to warrant

---

7 CG&E Initial Brief at 2-3.

8 *Id.* at 3.

9 Shell Energy Initial Brief at 9.

10 *In the Matter of the Application of Columbia Gas of Ohio*, Case Nos. 94-987-GA-AIR, *et al.* (December 2, 1999), 1999 Ohio PUC LEXIS 681, at *18, *reprinted in* 198 P.U.R. 4th 469 (citations omitted).

Commission approval. Instead, as discussed in Section III of our Initial Brief, the proposed stipulation represents a starting point for the more searching inquiry required by Ohio law. The Commission must scrutinize the substance of the pending stipulation against well-known standards[11] which, in this case, require an assessment of whether the stipulation satisfies the legal mandates and policy goals of S.B. 3.

The number of signatures on a proffered stipulation tells the Commission nothing about the lawfulness or policy implications of that stipulation. If anything, the stipulation in this case stands as a monument to this self-evident proposition. As demonstrated in our Initial Brief, the stipulation repeatedly violates S.B. 3's legal and policy mandates. While private parties may adopt -- as the Signatory Parties have here -- a "don't ask, don't tell" posture toward the stipulation's lawfulness, the Commission does not have the luxury of such expedience. Instead, the Commission must reach its own, independent judgment concerning the stipulation's legal and policy merits. Simply put, a stipulation that violates S.B. 3, as does the pending stipulation, is unlawful and, therefore, undeserving of Commission approval, whether two signatories have agreed to it or twenty.

Similarly the avoidance of litigation, although worthwhile, does not in and of itself make a proposed stipulation worthy of Commission approval. Were it otherwise, ***every*** stipulation placed before the Commission could command approval on the basis that it would preempt otherwise impending administrative or appellate litigation. In addition, the stipulation here has

---

[11] *See Office of Consumers' Counsel v. Public Utilities Commission*, 64 Ohio St. 3d 123, at 126 (endorsing the application of the three following criteria to stipulations: 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?).

been vigorously contested by several parties, including Shell Energy. Consequently, the prospect of rehearing requests and judicial appeals still looms, further undermining the avoidance-of-litigation rationale's legitimacy as a basis for approving the stipulation.

In its Initial Brief, Shell Energy demonstrated that the stipulation, when taken as a whole, fails to benefit ratepayers and the public interest, and violates important regulatory principles. Indeed, the stipulation violates various provisions of S.B. 3 itself. Those deficiencies are not mere isolated, individual problems that are outweighed by other, more beneficial stipulation provisions. Instead, the laundry list of legal and policy problems evident in the stipulation, together with its failure to provide significant benefits to ratepayers sufficient to balance the financial windfall bestowed on CG&E, demonstrates the stipulation's fatal flaw: taken as a package, it fails to serve the public interest. No number of signatures or amount of avoided litigation can erase or excuse that flaw, and CG&E's suggestions to the contrary provide no basis for approval of the stipulation.

B. The Stipulation Would Not Induce 20% Customer Switching.

In its original Transition Plan filing, CG&E concluded that, "it will not take much of a price savings for 20% of the residential electric load to switch."[12] CG&E predicated this dubious proposition on a survey of customers' likely switching intentions if offered a 2% savings. Now, in its Initial Brief, CG&E argues that the stipulation's shopping credits are sufficient to induce 20% customer load switching because they "clearly exceed the two percent added value demonstrated as necessary to meet the legislative switching targets."[13] CG&E's

---

[12] CG&E Exh. 8 at 4.

[13] CG&E Initial Brief at 48.

rationale for approving the stipulation is flawed on several counts: (1) it proffers a nonsensical standard (*i.e.*, its earlier claims regarding customer switching) against which to assess the stipulation, and (2) it ignores critical and costly realities that marketers will face when and if they attempt to provide retail electric service in CG&E's service territory.

It should be readily apparent, based on both prior market experience and simple common sense, that customers would not be induced to switch suppliers by the prospect of a meager 2% reduction to their electric generation costs. A 2% savings off of CG&E's unbundled generation rate of $0.045521 per kWh represents the staggeringly small sum of $0.00091 per kWh.[14] For an average CG&E residential customer, who uses 11,500 kWh annually,[15] this equates to an ***annual savings of $10.47.***[16] Shell Energy invites each Ohio Commissioner to ask him or herself one simple question: ***would I switch energy suppliers for an annual savings of $10.47?*** Shell Energy agrees with the Commission's Staff that restructuring experience in other jurisdictions strongly suggests that, for virtually all customers, the answer to this question would be an unequivocal "no":

---

[14] Because a residential customer would pay CG&E $0.045521 per kWh for standard offer service, this figure, rather than the $0.05 per kWh initial shopping credit (which is received only after a switch has occurred) represents the appropriate starting point for this analysis.

[15] *See* Company Exh. 30, 1998 FERC Form No. 1, at 304 (indicating that kWh sales per residential customer (sheet 30) were 11,415 in 1998).

[16] Under CG&E's original Transition Plan, a customer that switched suppliers would pay a $7.00 switching fee, thereby reducing the customer's annual savings to ***$3.47.*** Company Exh. 23, Schedule UNB-1, PUCO No. 20, Sheet No. 52 at 1. The stipulation magnanimously removes this obvious anti-competitive roadblock for the first 20% of switching residential customers. Stipulation Section 15 at 20.

> CG&E projections that large numbers of customers in all classes will switch suppliers with 2% savings ***does not comport with the majority of empirical evidence*** from states where competition in the retail generation market has been implemented.[17]

Because the original Transition Plan's assertion that 2% savings would spur 20% customer switching is specious on its face, it cannot serve as the criterion against which to measure the stipulation's shopping credits. Demonstrating that the stipulation marginally improves on the Transition Plan filing is damning by faint praise, nothing more.

Moreover, CG&E's claim that the stipulation would enable customers to take advantage of price savings well in excess of 2%[18] begs the question as to who would provide such savings. CG&E notes in its Initial Brief that "[c]ustomers will be induced to switch only if they can obtain real savings, or value."[19] In regard to such savings, CG&E states,

> [t]he measure of this value, or inducement, will be the difference between the amount the customer is credited by CG&E for not taking generation from CG&E, and the amount the customer must pay to an alternative supplier for retail generation. ***Thus, the inducement, or incentive to shop, is simply the difference between CG&E's shopping credit and its market price.***[20]

CG&E asserts that residential customers would be able to take advantage of 48.5% savings in 2001 and 40.7% savings in 2002.[21]

---

17 *Staff Report of Exceptions and Recommendations*, Case Nos. 99-1658-EL-ETP, *et al.*, at 37 (March 27, 2000).

18 *See* CG&E Initial Brief at 48.

19 *Id.* at 105.

20 *Id.*

21 *Id.* at 48.

As demonstrated in Shell Energy's Initial Brief, however, it likely will be impossible for marketers to offer customers meaningful savings under the stipulation's shopping credits.[22] Indeed, to afford 2% savings off CG&E's unbundled generation rate of $0.045521 per kWh, a third-party supplier must provide retail supply service at $0.0446 per kWh. As shown in our Initial Brief, a marketer could not offer residential customers significant savings below CG&E's proposed $0.05 per kWh shopping credit, let alone serve customers at less than $0.045 per kWh, and expect to stay in the CG&E market for very long.

Like its assertions concerning the impact of 2% savings, CG&E's calculation of the potential savings available to consumers under the stipulation is badly flawed. As discussed in our Initial Brief, the "market price" used by CG&E as the starting point for its savings projection is artificially low.[23] Moreover, the market price used by CG&E to calculate consumer savings represents its projected ***delivered wholesale*** market price (*i.e.*, wholesale price plus load factor adjustment plus line loss adjustment) of $0.028 per kWh. As noted in Shell Energy's Initial Brief, however, the ***wholesale*** prices CG&E itself paid for power in 1998 and 1999 (without considering load factor or line loss adjustments) were higher: $0.030 per kWh and $0.0334 per kWh respectively.[24] Given the likely increase in wholesale power prices during the Market Development Period,[25] CG&E's "market price" hardly begins to capture likely ***wholesale*** costs faced by a competing supplier.

---

22 *See generally* Shell Energy Initial Brief at 10-18.

23 *See id.* at 42-45.

24 *See id.* at 12.

25 *See id.* at 42-45.

Additionally, in calculating the spread between its unbundled generation price and the prices marketers might offer during the Market Development Period, CG&E entirely ignores the costs that marketers must incur to provide ***retail*** electric service. As explained in Shell Energy's Initial Brief, such advertising and other customer acquisition costs, collection costs, reserves for bad debt, accounts payable, customer call center costs, office overheads, and profit could represent as much as $0.012 per kWh.[26] CG&E similarly ignores the transmission and ancillary service costs that marketers would incur if they obtain their power from outside the CG&E service territory, which its own tariffs indicate could add as much as $0.0052 per kWh.[27] Adding these additional retail and transmission costs ($0.0172 per kWh) to CG&E's own understated delivered wholesale price of power ($0.028 per kWh) yields costs of $0.0452 per kWh. Using a more realistic wholesale power price would increase these costs still more, to the point where they would exceed even the highest shopping credit available under the stipulation.[28]

CG&E's undercount, however, does not stop there. CG&E's customer savings projections also fail to mention the additional operational costs that CG&E would inflict on competing marketers. As explained in Shell Energy's Initial Brief,[29] the stipulation's operational support provisions would impose increasingly burdensome imbalance costs on marketers to penalize them for violating unfairly narrow bandwidths.[30] Such costs would particularly burden

---

[26] *Id.* at 13-14.

[27] *Id.* at 13 n. 27.

[28] *See id.* at 11-14.

[29] *Id.* at 56.

[30] Stipulation Exhibit No. 2 at 1.

marketers, like Shell Energy, that might attempt to serve weather-sensitive residential loads.

Similarly, if we assume for argument's sake that 20% residential customer load switching does occur during the Market Development Period, CG&E immediately would charge all subsequent switching customers $7.00 to switch suppliers.[31] Thus, even if a fledgling competitive market did appear, CG&E would institute this new charge, in tandem with a substantially lowered shopping credit, to quickly slam the door shut on further competitive growth.[32] In calculating the potential savings, or lack thereof, that marketers potentially could offer customers under the stipulation, the Commission should consider the anti-competitive effect of the additional administrative costs that CG&E would impose on the nascent competitive market place.

In sum, the Commission should not be distracted by the unrealistic savings standards and projections against which CG&E would have it assess the stipulation. Instead, the Commission should closely examine the full panoply of competitive realities imposed by both the stipulation and the underlying Transition Plan that it largely would adopt. Upon such careful review, Shell Energy believes that the Commission will agree that the stipulation's shopping credit structure fails to promote effective competition and competitive choice, represents a bad deal for

---

[31] Stipulation Section 15 at 20; Company Exh. 23, Schedule UNB-1, PUCO No. 20, Sheet No. 52 at 1.

[32] If 20% customer switching were in some way attained, the $0.05 per kWh shopping credit would drop to $0.0394 per kWh, *i.e.* ***below*** the $0.045521 per kWh cost of standard offer service. At that point the stipulation's reduced price to compare ($0.0394 per kWh) would become the appropriate starting point for measuring the 2% savings purportedly necessary to induce customer switching. Such savings would equal $0.000788 per kWh, a mere ***$9.06*** per year. CG&E's $7.00 switching fee would apply to these switching customers, however, thereby reducing their savings to $2.06 per year. It should be obvious to any objective observer that annual savings of $2.06 would not suffice to induce measurable residential customer switching.

ratepayers and competition in Ohio, and should be rejected or substantially modified.

III. CONCLUSION

For the foregoing reasons, as well as those identified in its Initial Brief, Shell Energy respectfully urges the Commission to reject the Stipulation and Recommendation. Upon careful review, in the full light of the laws and policies of Ohio, the Commission's regulations, and the competitive and economic realities that it would usher in, the Stipulation and Recommendation cannot demonstrate benefits to either Ohio ratepayers or the public interest sufficient to merit Commission approval. Consequently, Shell Energy respectfully renews its opposition to the Stipulation and Recommendation, and strongly urges its rejection.

Respectfully submitted,

Paul Forshay

Paul F. Forshay, Trial Attorney
SUTHERLAND ASBILL & BRENNAN LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415
(202) 383-0100
fax: (202) 637-3593
pforshay@sablaw.com

Attorney for
Shell Energy Services Company, L.L.C.

July 19, 2000

CERTIFICATE OF SERVICE

In accordance with Ohio Rev. Code § 4901-1-05, I hereby certify that I have this day served a copy of the foregoing document, via express mail or U.S. mail, upon each person to this proceeding as reflected on the attached service list.

Dated at Washington, D.C. this 19th day of July, 2000.

Paul F. Forshay

SERVICE NOTICE FOR : 99-1658-EL-ETP

received

ELIZABETH H. WATTS

SERVICE NOTICE

PAGE 1

CASE NUMBER 99-1658-EL-ETP

CASE DESCRIPTION CINCINNATI GAS & ELECTRIC CO.

DOCUMENT SIGNED ON June 29, 2000

DATE OF SERVICE

PERSONS SERVED

PARTIES OF RECORD

APPLICANT

CINCINNATI GAS & ELECTRIC CO.
139 EAST FOURTH STREET
P.O. BOX 960
CINCINNATI, OH 45201

ATTORNEYS

JAMES B. GAINER
CINERGY CORPORATION
139 EAST FOURTH ST.
P.O. BOX 960
CINCINNATI, OH 45201-0960

MICHAEL D. DORTCH
BAKER & HOSTETLER
65 E. STATE ST
SUITE 2100
COLUMBUS, OH 43215

JOHN J. FINNIGAN, JR.,
CINERGY CORP
139 EAST FOURTH ST, P. O. BOX 960
CINCINNATI,, OH 45201

PAUL COLBERT
COUNSEL
CINCINNATI GAS & ELECTRIC CO.
155 EAST BROAD ST., 21st FLOOR
COLUMBUS, OH 43215

MICHAEL J. PAHUTSKI
CINERGY CORP.
139 E. FOURTH ST. ROOM 25 AT 11
P.O. BOX 960
CINCINNATI, OH 45201-0960

Post-it® Fax Note 7671	Date 6/29	# of pages 27
To Dan	From Kai	
Co./Dept.	Co. PUCO	
Phone # 202.383.0761	Phone # 614 466.0305	
Fax # 624.3693	Fax # 0313	

INTERVENOR

AK STEEL CORPORATION
NITA SPRACKLEN, PUR. AGENT
703 CURTIS STREET
MIDDLETOWN, OH 45043

DAVID F. BOEHM, ESQ.
MICHAEL L. KURTZ
BOEHM, KURTZ & LOWRY
36 EAST SEVENTH ST, SUITE 2110
CINCINNATI, OH 45202

INTERVENOR

DYNEGY INC.
DAVID L. CRUTHIRDS, ESQ.
1000 LOUISIANA ST. SUITE 5800
HOUSTON, TX 77002-5050

M. HOWARD PETRICOFF
VORYS, SATER, SEYMOUR & PEASE
52 EAST GAY STREET
P.O. BOX 1008
COLUMBUS, OH 43216-1008

INTERVENOR

ENRON CORP.
400 METRO PLACE NORTH
DUBLIN, OH 43017-3375

JANINE L. MIGDEN
ENRON CORP.
REGIONAL DIR., STATE GOV. AFFAIRS
400 METRO PLACE NORTH
DUBLINUS, OH 43017-3375

INTERVENOR

ENRON ENERGY SERVICES, INC.

M. HOWARD PETRICOFF
VORYS, SATER, SEYMOUR & PEASE
52 EAST GAY STREET
P.O. BOX 1008
COLUMBUS, OH 43216-1008

INTERVENOR

EXELON ENERGY
R. SCOTT BROWN, VICE PRESIDENT
2600 MONROE BLVD.
NORRISTOWN, PA 19403

SALLY W. BLOOMFIELD
BRICKER & ECKLER
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

DAVID DULICK
COUNSEL
EXELON ENERGY
2600 MONROE BLVD.
NORRISTOWN, PA 19403

ELIZABETH H. WATTS
BRICKER & EKCLER LLP
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

AMY STRAKER BARTEMES
BRICKER & ECKLER
100 S. THIRD STREET
COLUMBUS, OH 43215

INTERVENOR

FIRSTENERGY CORP.
H. PETER BURG, PRESIDENT & CEO
76 SOUTH MAIN STREET
AKRON, OH 44308

ARTHUR E. KORKOSZ
FIRSTENERGY CORP.
76 SOUTH MAIN STREET
AKRON, OH 44308

BRIAN T. JOHNSON
BAKER & HOSTETLER LLP
65 EAST STATE STREET
SUITE 2100
COLUMBUS, OH 43215

INTERVENOR

GREATER CLEVELAND GROWTH ASSOC
ROBERT MARSHALL
50 PUBLIC SQUARE, 200 TOWER CITY
CLEVELAND, OH 44113-2291

LANGDON D. BELL
BELL, ROYER & SANDERS CO., LPA
33 SOUTH GRANT AVENUE
COLUMBUS, OH 43215-3927

INTERVENOR

INDUSTRIAL ENERGY USERS-OHIO

KIMBERLY J. WILE, ESQ
MCNEES WALLACE & NURICK
FIFTH THIRD CENTER
21 EAST STATE ST, SUITE 1700
COLUMBUS,, OH 43215

SAMUEL C. RANDAZZO
MCNEES, WALLACE & NURICK
FIFTH THIRD CENTER
21 EAST STATE STREET SUITE 910
COLUMBUS, OH 43215

GRETCHEN J. HUMMEL,ESQ.
MCNEES, WALLACE & NURICK
FIFTH THIRD CENTER
21 EAST STATE STREET, SUITE 1700
COLUMBUS, OH 43215-4228

INTERVENOR

LOCAL UNION 1347
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO

GARY A. SNYDER
ATTORNEY
SNYDER, RAKAY & SPICER
316 TALBOT TOWER
DAYTON, OH 45402

INTERVENOR

MID-ATLANTIC POWER SUPPLY ASSOC.

SALLY W. BLOOMFIELD
BRICKER & ECKLER
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

ELIZABETH H. WATTS
BRICKER & EKCLER LLP
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

AMY STRAKER BARTEMES
BRICKER & ECKLER
100 S. THIRD STREET
COLUMBUS, OH 43215

INTERVENOR

NATIONAL ENERGY MARKETERS ASSN.
CRAIG G. GOODMAN, ESQ., PRESIDENT
3333 K STREET, N.W. SUITE 425
WASHINGTON, DC 20007

JOELLE KAY OGG, ESQ.
JOHN & HENGERER
1200 17TH STREET, N.W.
SUITE 600
WASINGTON, DC 20036-3013

INTERVENOR

NEWENERGY MIDWEST, LLC
KENNETH J. WALSH, MANAGER
29 SOUTH LASALLE ST. SUITE 900
CHICAGO, IL 60603-1505

M. HOWARD PETRICOFF
VORYS, SATER, SEYMOUR & PEASE
52 EAST GAY STREET
P.O. BOX 1008
COLUMBUS, OH 43216-1008

INTERVENOR

OHIO COUNCIL OF RETAIL MERCHANTS
JOHN C. MAHANEY, JR., PRESIDENT
50 W. BROAD ST, SUITE 2020
COLUMBUS, OH 43215

JEFFREY L. SMALL, ESQ.
CHESTER, WILLCOX & SAXBE
17 SOUTH HIGH STREET
SUITE 900
COLUMBUS, OH 43215

INTERVENOR

OHIO DEPARTMENT OF DEVELOPMENT
242 FEDERAL PLAZA WEST
SUITE 401
YOUNGSTOWN, OH 44503-1604

JODI M. ELSASS-LOCKER
ASST. ATTORNEY GENERAL
CO-COUNSEL FOR OHIO DEPT OF DEV
77 SOUTH HIGH STREET, 29TH FLOOR
COLUMBUS, OH 43215

INTERVENOR

OHIO ENVIRONMENTAL COUNCIL
MR. JACK SHANER
1207 GRANDVIEW AVE. SUITE 201
COLUMBUS, OH 43212-3449

VICKI L. DEISNER, ESQ.
OHIO ENVIRONMENTAL COUNCIL
1207 GRANDVIEW AVE.
ROOM 201
COLUMBUS, OH 43212-3449

WILLIAM M. ONDREY GRUBER
ATTORNEY AT LAW
2714 LEIGHTON ROAD
SHAKER HEIGHTS, OH 44120

INTERVENOR

OHIO MANUFACTURERS ASSOCIATION
ERIC L. BURKLAND, PRESIDENT
33 N. HIGH STREET
COLUMBUS, OH 43215-3005

DAVID W. HARDYMON
VORYS, SATER, SEYMOUR & PEASE LLP
52 E. GAY STREET
P.O. BOX 1008
COLUMBUS, OH 43216-1008

SALLY W. BLOOMFIELD
BRICKER & ECKLER
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

INTERVENOR

OHIO PARTNERS FOR AFFORDABLE ENERGY
P.O. BOX 1793
FINDLAY, OH 45840

DAVID C. RINEBOLT
OHIO PARTNERS FOR AFFORDABLE ENERGY
P.O. BOX 1793
FINDLAY, OH 45839-1793

INTERVENOR

OHIO POWER COMPANY
WILLIAM R. FORRESTER
1 RIVERSIDE PLAZA-29
COLUMBUS, OH 43215-2373

MARVIN I. RESNIK
AMERICAN ELECTRIC POWER SERVICE
1 RIVERSIDE PLAZA
COLUMBUS, OH 43215

INTERVENOR

OHIO RURAL ELECTRIC COOPERATIVES
6677 BUSCH BLVD
COLUMBUS, OH 43229

ROBERT P MONE
THOMPSON, HINE AND FLORY
10 WEST BROAD STREET
SUITE 700
COLUMBUS, OH 43215

ROBERT P MONE
THOMPSON, HINE AND FLORY
10 WEST BROAD STREET
SUITE 700
COLUMBUS, OH 43215

SCOTT A. CAMPBELL
THOMPSON HINE & FLORY
10 WEST BROAD STREET, 7TH FLOOR
COLUMBUS, OH 43215

SCOTT A. CAMPBELL
THOMPSON HINE & FLORY
10 WEST BROAD STREET, 7TH FLOOR
COLUMBUS, OH 43215

INTERVENOR

PEOPLE WORKING COOPERATIVELY, INC.

BRUCE WESTON
ATTORNEY AT LAW
169 W. HUBBARD AVE.
COLUMBUS, OH 43215

INTERVENOR

SHELL ENERGY SERVICES CO. L.L.C.
AMY GOLD
P.O. BOX 4402
HOUSTON, TX 77210

GREGORY K. LAWRENCE, ESQ.
MCDERMOTT, WILL & EMERY
600 THIRTEENTH STREET, N.W.
WASHINGTON, DC 20005

PAUL F. FORSHAY
SUTHERLAND ASBILL & BRENNAN LLP
1275 PENNSYLVANIA AVE. NW
WASHINGTON, DC 10004-2415

LANGDON D. BELL
BELL, ROYER & SANDERS CO., LPA
33 SOUTH GRANT AVENUE
COLUMBUS, OH 43215-3927

INTERVENOR

STAND ENERGY CORPORATION
JUDITH A. PHILLIPS, PRESIDENT
1077 CELESTIAL STREET SUITE 110
CINCINNATI, OH 45202

NONE

INTERVENOR

STRATEGIC ENERGY, L.L.C.
TWO GATEWAY CENTER
PITTSBURGH, PA 15222

WANDA M. SCHILLER
STRATEGIC ENERGY LTS.
TWO GATEWAY CENTER
PITTSBURGH, PA 15222-1458

SALLY W. BLOOMFIELD
BRICKER & ECKLER
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

ELIZABETH H. WATTS
BRICKER & EKCLER LLP
100 SOUTH THIRD STREET
COLUMBUS, OH 43215

AMY STRAKER BARTEMES
BRICKER & ECKLER
100 S. THIRD STREET
COLUMBUS, OH 43215

INTERVENOR

SUPPORTING COUNCIL OF PREVENTITIVE EFFORT

ELLIS JACOBS
ATTORNEY AT LAW
LEGAL AID SOCIETY OF DAYTON
333 W. FIRST STREET, SUITE 500
DAYTON, OH 45402

INTERVENOR

WPS-ENERGY SERVICES, INC.
CHRIS MATTHIESEN
677 BAETEN ROAD
GREEN BAY, WI 54304

M. HOWARD PETRICOFF
VORYS, SATER, SEYMOUR & PEASE
52 EAST GAY STREET
P.O. BOX 1008

INTERVENOR

OFFICE OF CONSUMERS' COUNSEL
10 WEST BROAD STREET
SUITE 1800
COLUMBUS, OH 43215

EVELYN R. ROBINSON
ATTORNEY AT LAW
OFFICE OF CONSUMERS' COUNSEL
10 W. BROAD STREET, SUITE 1800
COLUMBUS, OH 43215

JOHN SMART
OFFICE OF CONSUMERS' COUNSEL
10 W. BROAD STREET
SUITE 1800
COLUMBUS, OH 43215

DIRKEN D. WINKLER
OHIO CONSUMERS' COUNSEL
10 W. BROAD STREET
SUITE 1800
COLUMBUS, OH 43215

ERIC B. STEPHENS
OHIO CONSUMERS' COUNSEL
10 W. BROAD STREET
SUITE 1800
COLUMBUS, OH 43215

INTERVENOR

THE KROGER COMPANY
MR. DENIS GEORGE
1014 VINE STREET-G07
CINCINNATI, OH 45202-1100

MICHAEL L. KURTZ
BOEHM, KURTZ & LOWRY
2110 SOCIETY BANK CENTER
36 EAST SEVENTH STREET
CINCINNAIT, OH 45202

---------------------------- INTERESTED PARTIES ----------------------------

NONE

BRUCE WESTON
ATTORNEY AT LAW
169 W. HUBBARD AVE.
COLUMBUS, OH 43215

GEORGE WALEN
UNION LOCAL 175
2307 EMBURY PARK ROAD
DAYTON, OH 45414-5599

NONE

SERVICE NOTICE FOR : 99-1658-EL-ETP PAGE 10

MR. JOCK PITTS PEOPLE WORKING COOPERATIVELY 7107 SHONA DRIVE CINCINNATI, OH 45237	NONE
TAFF TSCHAMIER MANAGER-RETAIL MARKETS, XENERGY 3 BURLINGTON WOODS BURLINGTON, MA 01803	NONE