

FILE

18
RECEIVED-BOOKETING DIV

2009 FEB 24 AM 11:15

PUCO

BEFORE THE

PUBLIC UTILITIES COMMISSION OF OHIO

THE DAYTON POWER AND LIGHT COMPANY

**CASE NO. 08-1094-EL-SSO
08-1095-EL-ATA
08-1096-EL-AAM
08-1097-EL-UNC**

**TESTIMONY OF
DONA R. SEGER-LAWSON
IN SUPPORT OF THE STIPULATION
AND RECOMMENDATION**

- MANAGEMENT POLICIES, PRACTICES, AND ORGANIZATION**
- OPERATING INCOME**
- RATE BASE**
- ALLOCATIONS**
- RATE OF RETURN**
- RATES AND TARIFFS**
- OTHER**

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Tm Date Processed 2/24/2009

BEFORE THE

PUBLIC UTILITIES COMMISSION OF OHIO

TESTIMONY OF
DONA R. SEGER-LAWSON
IN SUPPORT OF THE
STIPULATION AND RECOMMENDATION

ON BEHALF OF
THE DAYTON POWER AND LIGHT COMPANY

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	BACKGROUND.....	2
III.	THE STIPULATION AND RECOMMENDATION.....	5
IV.	THE COMMISSION'S CRITERIA FOR EVALUATING STIPULATIONS.....	8
	A. The Stipulation is the Product of Serious Bargaining among Knowledgeable Parties.....	9
	B. The Stipulation Benefits the Public Interest.....	11
	C. The Stipulation Does Not Violate any Important Regulatory Principle.....	12
V.	CONCLUSION.....	13

1 **I. INTRODUCTION**

2 **Q. Please state your name.**

3 A. Dona R. Seger-Lawson.

4 **Q. Did you sponsor Direct testimony in this matter?**

5 A. Yes, I did.

6 **Q. What is the purpose of this testimony?**

7 A. The purpose of this testimony is to provide facts showing that the Commission should
8 approve the Stipulation and Recommendation ("Stipulation") filed in this matter on
9 February 24, 2009, because it is the product of serious negotiations among
10 knowledgeable parties, benefits customers and the public interest, and does not violate
11 any important regulatory principle or practice.

12 **Q. Can you provide an overview of the terms and benefits of the Stipulation?**

13 A. Yes. By way of background, DP&L's current rate plan is set to expire in 2010. To
14 provide stable prices to customers, the Stipulation extends DP&L's current rate plan --
15 including its base generation rates and base distribution rates -- to 2012. The
16 Stipulation thus provides rate stability to DP&L's customers for an additional two
17 years beyond DP&L's current rate plan. The Stipulation also provides that DP&L will
18 implement certain riders to recover costs of fuel, alternative energy, energy efficiency
19 and demand response programs, and AMI/Smart Grid (if approved by the
20 Commission).

1 The Signatory Parties to the Stipulation represent a diverse set of interests. The
2 Signatory Parties include DP&L, customers (residential, low-income, industrial,
3 commercial), Competitive Retail Electric Service (CRES) Providers, environmental
4 groups, and the Commission's Staff.

5 As demonstrated below, the Commission should approve the Stipulation because it
6 provides reasonably-priced, stable rates for DP&L's customers, while compensating
7 DP&L for the costs and risks of complying with Senate Bill 221 ("SB 221").

8 **II. BACKGROUND**

9 **Q. When were DP&L's current rates approved?**

10 A. DP&L's current rates were set in PUCO Case No. 05-276-EL-AIR as a result of a
11 Stipulation and Recommendation ("2005 RSP Stipulation). The 2005 RSP Stipulation
12 extended DP&L's then-existing rate plan through December 31, 2010. Among other
13 things, the 2005 RSP Stipulation froze DP&L's base generation rate through
14 December 31, 2010, froze DP&L's base distribution rate through December 31, 2008,
15 established a non-bypassable Rate Stabilization Surcharge, and established a
16 bypassable Environmental Investment Rider.¹

¹ The 2005 RSP Stipulation provided that the EIR was to be partially unavoidable. 2005 RSP Stipulation, ¶ I.D.3. In its order approving the 2005 RSP Stipulation, the Commission made the entire EIR avoidable. 2005 RSP Order, p. 9.

1 The Commission modified and approved the 2005 Stipulation on November 3, 2005,
2 and the Supreme Court of Ohio affirmed that Commission Order.²

3 **Q. Are you familiar with SB 221?**

4 **A.** Yes. I understand that, among other points, SB 221 (1) requires utilities to provide a
5 standard service offer to customers (Ohio Rev. Code § 4928.141); (2) implements
6 certain energy efficiency and demand response reduction targets (Ohio Rev. Code
7 § 4928.66); and (3) implements certain alternative energy targets (Ohio Rev. Code
8 § 4928.64).

9 **Q. Section 4928.143(D) of the Ohio Revised Code states:**

10 **"Regarding the rate plan requirement of division (A) of section 4928.141 of the**
11 **Revised Code, if an electric distribution utility that has a rate plan that extends**
12 **beyond December 31, 2008, files an application under this section for the purpose**
13 **of its compliance with division (A) of section 4928.141 of the Revised Code, that**
14 **rate plan and its terms and conditions are hereby incorporated into its proposed**
15 **electric security plan and shall continue in effect until the date scheduled under**
16 **the rate plan for its expiration, and that portion of the electric security plan shall**
17 **not be subject to commission approval or disapproval under division (C) of this**
18 **section, and the earnings test provided for in division (F) of this section shall not**
19 **apply until after the expiration of the rate plan. However, that utility may**
20 **include in its electric security plan under this section, and the commission may**
21 **approve, modify and approve, or disapprove subject to division (C) of this**
22 **section, provisions for the incremental recovery or the deferral of any costs that**
23 **are not being recovered under the rate plan and that the utility incurs during**
24 **that continuation period to comply with section 4928.141, division (B) of section**
25 **4928.64, or division (A) of section 4928.66 of the Revised Code."**

26 **Can you explain whether that provision applies to DP&L?**

² Office of the Ohio Consumers' Counsel v. Public Utils. Comm'n, 114 Ohio St. 3d 240, 2007-Ohio-4276 (2007).

1 A. Yes. That section applies to "an electric distribution utility that has a rate plan that
2 extends beyond December 31, 2008." At the time SB 221 was enacted, DP&L was the
3 only Ohio electric utility that had a rate plan that extended beyond December 31,
4 2008.

5 **Q. Did DP&L make a filing with the Commission pursuant to SB 221?**

6 A. Yes. To comply with SB 221, on October 10, 2008, DP&L filed its Electric Security
7 Plan (ESP) Application in this matter.

8 **Q. Can you describe the other principal components of DP&L's Application?**

9 A. Yes. As explained in the Book I Testimony of DP&L witness Marrinan, DP&L has
10 experienced a significant increase in fuel costs since DP&L's fuel cost recovery was
11 last reviewed in 2005. In its Application, DP&L sought to defer fuel costs that
12 exceeded the amount that is in current rates.

13 DP&L's Application also included a plan to implement a number of proven energy
14 efficiency and demand response programs to achieve the targets in Ohio Rev. Code
15 § 4928.66. Those programs are fully described in the Book II Testimony of DP&L
16 witness Bulp.

17 DP&L's Application also included a plan to implement Advanced Metering
18 Infrastructure (AMI) and Smart Grid, which would improve the reliability of DP&L's
19 distribution system and allow DP&L to implement time-of-use rates, peak time rebates
20 and critical peak pricing. The nature and the amount of the investment are described

1 in the Book II Testimony of DP&L witness Teuscher; the pricing programs are
2 described in the Book II Testimony of DP&L witness Bulp.

3 Finally, near term, DP&L intends to purchase Renewable Energy Credits (RECs) to
4 comply with Ohio Rev. Code § 4928.64. DP&L's plans to comply with the renewable
5 energy requirements in Section 4928.64 are fully described in the Book III Testimony
6 of DP&L witness Stephenson.

7 **Q: Can you explain whether DP&L is authorized to recover or defer fuel costs under**
8 **Section 4928.143(D)?**

9 A: Yes. As explained above, Ohio Rev. Code § 4928.143(D) applies to DP&L. Section
10 4928.143(D) permits DP&L to recover or defer costs incurred in 2009-2010 that are
11 not being recovered under DP&L's existing rate plan and that are incurred to comply
12 with Section 4928.141. At the time SB 221 was enacted, and still today, the only
13 significant cost that falls within that description was fuel. This portion of Section
14 4928.143(D) thus appears to have been enacted to permit DP&L to recover or defer
15 fuel costs.

16 **III. THE STIPULATION AND RECOMMENDATION**

17 **Q. Are you familiar with the Stipulation in this case?**

18 A. Yes. I was one of the principal negotiators for DP&L in the lengthy settlement
19 negotiations, in which the following parties participated: the Company, the
20 Commission's Staff, The Office of the Ohio Consumers' Counsel ("OCC"), Industrial
21 Energy Users - Ohio ("IEU-OH"), the Kroger Company, Ohio Partners for Affordable

1 Energy ("OPAE"), The Ohio Environmental Council, Ohio Manufacturers'
2 Association, Dominion Retail, Inc., The Ohio Hospital Association, Cargill,
3 Incorporated, Honda of America Mfg., Inc., Constellation NewEnergy, Inc.,
4 Constellation Energy Commodities Group, Inc., the City of Dayton, the Sierra Club,
5 and the Edgemont Neighborhood Coalition.

6 **Q. Can you describe the negotiations that led to the Stipulation?**

7 A. Yes. On February 6, 2009, DP&L circulated a written settlement offer to all parties in
8 the case. Over the next several weeks, the Signatory Parties had numerous, extensive
9 negotiation sessions at the Commission, and exchanged numerous written drafts and
10 written comments. All parties were invited to participate in the settlement
11 negotiations.

12 The result of the negotiations was a compromise. Every Signatory Party receives
13 substantial benefits under the Stipulation, but no Signatory Party received everything
14 that it may have wanted or wished for. The Stipulation strikes a reasonable balance.

15 **Q. Can you describe the interests of the parties that signed the Stipulation?**

16 A. Yes. The Stipulation was signed by DP&L, DP&L's customers (residential, low-
17 income, industrial, commercial), DP&L's competitors, and environmental groups. The
18 Commission's Staff also signed the Stipulation. The Stipulation thus represents a wide
19 range of interests, including the interests of all of DP&L's customers.

20 **Q. Can you describe the principal terms of the Stipulation?**

1 A. Yes. The principal terms of the Stipulation are:

- 2 1. DP&L's existing rate plan (established in PUCO Case No. 05-276--EL-AIR)
3 will be extended to 2012. Stipulation, ¶ 1.
- 4 2. DP&L's distribution rates will be frozen through December 31, 2012, subject
5 to limited exceptions. Stipulation, ¶ 18.
- 6 3. DP&L will file its business case for implementing AMI and Smart Grid.
7 Stipulation, ¶ 4.
- 8 4. Beginning in 2010, DP&L will be permitted to implement a fuel rider that will
9 allow DP&L to recover fuel costs that it incurs in 2010-2012 that are above
10 1.97¢ per kWh. Stipulation, ¶ 2.
- 11 5. DP&L will implement its energy efficiency and demand response programs,
12 and will recover the costs through the EER. DP&L will participate in a
13 collaborative to address such programs. Stipulation, ¶¶ 5, 11.
- 14 6. DP&L will implement the Alternative Energy Rider (AER) to recover DP&L's
15 alternative energy costs. Stipulation, ¶ 6.

16 **Q. You stated earlier that all parties made concessions in the Stipulation. Can you**
17 **describe some of the major concessions made by DP&L?**

18 A. Yes. First, by agreeing to extend its rate plan through 2012 (Stipulation, ¶ 1), DP&L
19 sacrificed its right to provide a market rate offer in 2011 under Ohio Rev. Code
20 § 4928.142. As explained in the Testimony of Scott Niemann in Support of the
21 Stipulation, DP&L's ESP is projected to offer rates more favorable than those
22 available in the market. Sacrificing its right to offer a market rate is thus a significant
23 concession by DP&L.

24 Second, DP&L agreed to a base distribution rate freeze through December 31, 2012.
25 Stipulation, ¶ 18.

1 Third, as demonstrated above, Section 4928.143(D) would authorize DP&L to recover
2 or defer 2009 and 2010 fuel costs. In the Stipulation, DP&L agreed: (1) not to
3 recover fuel costs in 2009; and (2) recover fuel costs only to the extent they exceed
4 1.97¢ per kWh. Stipulation, ¶ 2.

5 Fourth, Ohio Rev. Code § 4928.143(B)(2)(h) permits DP&L to receive shared savings
6 and to decouple rates. DP&L agreed not to receive shared savings in the Stipulation
7 and eliminated the levelized aspect of DP&L's rate design. Stipulation, ¶ 4.c.

8 **Q. The Stipulation, pages 1 to 3, begins with a number of introductory paragraphs
9 and "whereas" clauses. Have you reviewed those clauses, and are the facts in
10 them accurate?**

11 A. Yes, I reviewed them, and they are factually accurate. The purpose of the introductory
12 paragraphs and whereas clauses is to set forth the policy and factual bases under which
13 the parties negotiated and entered into the Stipulation. I adopt the facts and policy
14 considerations set forth in those clauses as a part of my testimony in support of the
15 Stipulation.

16 **Q. Did you provide any information to DP&L witness Niemann for his testimony in
17 support of the Stipulation?**

18 A. Yes. Mr. Niemann compares the avoidable charges under the Stipulation to expected
19 market rates. I provided DP&L's avoidable rates to Mr Niemann, which are
20 comprised of DP&L's base generation rate, the fuel rider, the Environmental
21 Investment Rider, and transmission and ancillary services rates.

1 **IV. THE COMMISSION'S CRITERIA FOR EVALUATING**
2 **STIPULATIONS**

3 **Q. What criteria does the Commission use to decide whether to approve a**
4 **Stipulation and Recommendation?**

5 A. The Commission has in the past applied, and should use in considering this
6 Stipulation, the following three regulatory principles or criteria: First, is the
7 Stipulation a product of serious bargaining among capable, knowledgeable parties?
8 Second, taken as a package, does the Stipulation benefit ratepayers and the public
9 interest? Third, does the Stipulation violate any important regulatory principle or
10 practice?

11 **A. The Stipulation is the Product of Serious Bargaining**
12 **among Knowledgeable Parties**

13 **Q. Turning to the first criterion or principle, was the Stipulation the product of**
14 **serious bargaining among capable, knowledgeable parties?**

15 A. Yes. The settlement negotiations involved a diverse group of experienced parties.
16 Numerous negotiating sessions were held. Negotiations continued into the evenings at
17 times. The Signatory Parties to the Stipulation represent a wide spectrum of diverse
18 interests including, without limitation, the interests of a regulated utility, residential
19 customers, low-income customers, industrial and commercial customers,
20 environmental groups and CRES Providers. In addition, the Commission's Staff is a
21 Signatory Party. All of the Signatory Parties were represented by skilled men and
22 women with years of experience in regulatory matters before this Commission who

1 possessed extensive information, and the negotiations were at arm's length. All had
2 the benefit of experienced legal counsel. Countless hours were devoted to the
3 negotiating process.

4 **Q. Did all parties have an opportunity to participate in the negotiations?**

5 A. Yes. As described above, there were a series of settlement conferences at the
6 Commission and all parties were invited to participate. A telephone bridge was
7 established for several of those sessions to accommodate those parties who could not
8 travel to a particular session. In addition, there were a series of settlement proposals
9 that were circulated to all parties.

10 **Q. Have conditions changed significantly since the 2005 RSP Stipulation was**
11 **approved?**

12 A. Yes, they have. Not only have fuel costs increased, as I explained earlier, but also, as
13 the Commission knows, the enactment of SB 221 significantly changed the regulatory
14 requirements in Ohio. Among other facts, SB 221 required the filing of an ESP and
15 set targets for Ohio electric utilities to meet (Sections 4928.64 and 4928.66). These
16 changed conditions require the modification of the 2005 RSP Stipulation and justify
17 the Stipulation in this case.

18 **Q. Can you explain how the Stipulation addresses the RSS charge from the 2005**
19 **RSP Stipulation?**

1 A. Yes. Section I.C.2 of the 2005 RSP Stipulation provided that the RSS would be
2 “unavoidable.” The 2005 RSP Stipulation was approved by the Commission
3 (December 28, 2005 Opinion & Order, Case No. 05-276-EL-AIR) and that Order was
4 affirmed by the Supreme Court of Ohio (Ohio Consumers Counsel v. Public Utilities
5 Commission of Ohio, 114 Ohio St.3d 340 (2007)). Section 4928.143(D) of the Ohio
6 Revised Code provides that DP&L’s “rate plan and its terms and conditions are hereby
7 incorporated into [DP&L’s] proposed electric security plan and shall continue in effect
8 until the date scheduled under the rate plan for its expiration.”

9 Paragraph 3 of the Stipulation thus maintains the RSS as an unavoidable charge
10 through December 31, 2012, when DP&L’s rate plan is set to expire. The only
11 exception is that Section 4928.20(J) provides that “customers that are a part of a
12 government aggregation . . . may elect not to receive standby service [T]he
13 electric distribution utility shall not charge any such customer . . . for the standby
14 service. Any such customer that returns to the utility shall pay the market price of
15 power” Paragraph 3 of the Stipulation thus implements Section 4928.20(J) for
16 2011-2012.

17 **B. The Stipulation Benefits the Public Interest**

18 **Q. Turning to the second criterion or principle, can you list customer benefits of the**
19 **Stipulation?**

20 A. Yes. The principal customer benefits are as follows:

- 1 1. DP&L's ESP is extended through December 31, 2012. Stipulation, ¶ 1. As
2 explained in the Testimony of Scott Niemann in Support of the Stipulation,
3 DP&L's ESP rates are more favorable than projected market rates.
- 4 2. DP&L's distribution rates shall remain frozen through December 31, 2012.
5 Stipulation, ¶ 18.
- 6 3. The fuel recovery rider will not be implemented until 2010, and will be limited
7 to fuel costs above 1.97¢ per kWh. Stipulation, ¶ 2.
- 8 4. DP&L will implement AMI and Smart Grid, subject to Commission review of
9 DP&L's business case. Stipulation, ¶ 4.
- 10 5. DP&L shall not retain savings resulting from the AMI and Smart Grid
11 programs, if implemented. Stipulation, ¶ 4.c.
- 12 6. DP&L will implement energy efficiency and demand response programs.
13 Stipulation, ¶ 5.
- 14 7. DP&L's recovery of lost revenues shall exclude lost generation revenues and
15 shall be limited to \$72 million over a seven year period. Stipulation, ¶ 5.
- 16 8. DP&L's carrying charges are limited to DP&L's cost of debt. Stipulation, ¶¶ 7-
17 8.
- 18 9. DP&L will form an energy efficiency collaborative to advise and consult
19 regarding energy efficiency and peak demand reduction targets. Stipulation,
20 ¶ 11.
- 21 10. DP&L will assist mercantile customers to implement energy efficiency and
22 demand response programs. Stipulation, ¶ 12.

23 **C. The Stipulation Does Not Violate any Important**
24 **Regulatory Principle**

25 **Q. With respect to the third criterion or principle, does the Stipulation violate any**
26 **important regulatory principle or practice?**

27 **A. No. The Stipulation does not violate any important regulatory principle or practice.**
28 As explained by the Book I Testimony of DP&L witness Kelly, DP&L's Application
29 is consistent with and advances the state policies in Ohio Rev. Code § 4928.02.

1 V. **CONCLUSION**

2 Q. **Does this conclude your testimony in support of the Stipulation?**

3 A. Yes, it does.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Testimony of Dona R. Seger-Lawson in Support of the Stipulation and Recommendation has been served via electronic mail upon the following counsel of record, this 23rd day of February, 2009:

Samuel C. Randazzo, Esq.
Lisa G. McAlister, Esq.
Joseph M. Clark, Esq.
MCNEES WALLACE & NURICK LLC
21 East State Street, 17th Floor
Columbus, OH 43215-4228

Attorneys for Industrial Energy Users-Ohio

Jacqueline L. Roberts, Esq.
Michael E. Idzkowski, Esq.
Richard Reese, Esq.
Gregory J. Poulos, Esq.
OFFICE OF OHIO CONSUMERS' COUNSEL
10 West Broad Street, Suite 1800
Columbus, OH 43215

David C. Rinebolt, Esq.
Colleen L. Mooney, Esq.
OHIO PARTNERS FOR AFFORDABLE
ENERGY
231 West Lima Street
Findlay, OH 45839-1793

Henry Eckhart, Esq.
50 West Broad Street, Suite 2117
Columbus, OH 43215-3301

Robert Ukeiley, Esq.
LAW OFFICE OF ROBERT UKEILEY
435R Chestnut Street, Suite 1
Berea, KY 40403

Attorneys for Sierra Club Ohio Chapter

John W. Bentine, Esq.
Matthew S. White, Esq.
Mark S. Yurick, Esq.
CHESTER WILLCOX & SAXBE LLP
65 East State Street, Suite 1000
Columbus, OH 43215

Attorneys for The Kroger Company

David Boehm, Esq.
Michael L. Kurtz, Esq.
BOEHM, KURTZ & LOWRY
36 East Seventh Street Suite 1510
Cincinnati, OH 45202-4454

Attorney for Ohio Energy Group, Inc.

M. Howard Petricoff, Esq.
Stephen M. Howard, Esq.
Michael J. Settineri, Esq.
VORYS, SATER, SEYMOUR AND
PEASE LLP
52 East Gay Street
P.O. Box 1008
Columbus, OH 43216-1008

Cynthia A. Fonner, Esq.
Senior Counsel
CONSTELLATION ENERGY
RESOURCES, LLC
550 West Washington Blvd., Suite 300
Chicago, IL 60661

Attorneys for Constellation NewEnergy,
Inc. and Constellation Energy
Commodities Group, Inc.

Ned Ford
539 Plattner Trail
Beavercreek, OH 45430

Richard L. Sites, Esq.
General Counsel and Senior Director of
Health Policy
Ohio Hospital Association
155 East Broad Street, 15th Floor
Columbus, OH 43215-3620

Attorney for The Ohio Hospital Association

Craig I. Smith, Esq.
Attorney at Law
2824 Coventry Road
Cleveland, OH 44120

Attorney for Cargill, Incorporated

Patrick Bonfield, Esq.
John Danish, Esq.
Christopher L. Miller, Esq.
Gregory H. Dunn, Esq.
Andre T. Porter, Esq.
SCHOTTENSTEIN ZOX & DUNN CO., LPA
250 West Street
Columbus, OH 43215

Attorneys for The City of Dayton

M. Howard Petricoff, Esq.
Stephen M. Howard, Esq.
Michael J. Settineri, Esq.
VORYS, SATER, SEYMOUR AND PEASE
LLP
52 East Gay Street
P.O. Box 1008
Columbus, OH 43216-1008

Attorneys for Honda of America Mfg., Inc.

David I. Fein
Vice President, Energy Policy - Midwest
CONSTELLATION ENERGY GROUP, INC.
550 West Washington Blvd., Suite 300
Chicago, IL 60661

Tasha Hamilton
Manager, Energy Policy
CONSTELLATION ENERGY GROUP, INC.
111 Market Place, Suite 600
Baltimore, MD 21202

Larry Gearhardt, Esq.
Chief Legal Counsel
OHIO FARM BUREAU FEDERATION
280 North High Street
P.O. Box 182383
Columbus, OH 43218-2383

Attorney for The Ohio Farm Bureau Federation

Thomas J. O'Brien, Esq.
BRICKER & ECKLER LLP
100 South Third Street
Columbus, OH 43215-4291

Attorney for The Ohio Manufacturers'
Association

Barth E. Royer, Esq.
BELL & ROYER CO., LPA
33 South Grant Avenue
Columbus, OH 43215-3927

Gary A. Jeffries, Esq.
Dominion Resources Services, Inc.
501 Martindale Street, Suite 400
Pittsburgh, PA 15212-5817

Attorneys for Dominion Retail, Inc.

Barth E. Royer, Esq.
BELL & ROYER CO., LPA
33 South Grant Avenue
Columbus, OH 43215-3927

Nolan Moser, Esq.
Air & Energy Program Manager
The Ohio Environmental Council
1207 Grandview Avenue, Suite 201
Columbus, OH 43212-3449

Trent A. Dougherty, Esq.
The Ohio Environmental Council
1207 Grandview Avenue, Suite 201
Columbus, OH 43212-3449

Todd Williams, Esq.
4534 Douglas Road
Toledo, OH 43613

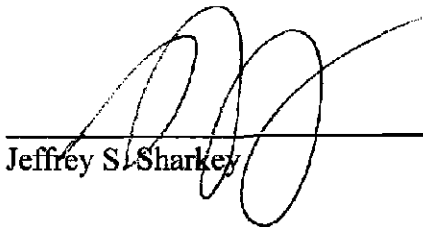
Attorneys for The Ohio Environmental Council

Ellis Jacobs
Advocates for Basic Legal Equality, Inc.
333 West First Street, Suite 500B
Dayton, OH 45402

Attorney for The Edgemont Neighborhood
Coalition

Thomas Lindgren, Esq.
Thomas McNamee, Esq.
Assistant Attorney General
180 East Broad Street
Columbus, OH 43215

Office of the Ohio Attorney General



Jeffrey S. Sharkey