

EXHIBIT NO. _____

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the 2009 Annual Filing)
of Columbus Southern Power Company)
And Ohio Power Company Required by) Case No. 10-1261-EL-UNC
Rule 4901:1-35-10, Ohio Administrative)
Code.)

In the Matter of the Fuel Adjustment) Case No. 09-872-EL-FAC
Clauses for Columbus Southern Power)
Company and Ohio Power Company.) Case No. 09-783-EL-FAC

**TESTIMONY OF PHILIP J. NELSON
ON BEHALF OF
COLUMBUS SOUTHERN POWER COMPANY AND
OHIO POWER COMPANY
IN SUPPORT OF THE STIPULATION AND RECOMMENDATION**

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO
TESTIMONY OF
PHILIP J. NELSON
ON BEHALF OF
COLUMBUS SOUTHERN POWER COMPANY AND
OHIO POWER COMPANY
CASE NO. 10-1261-EL-UNC
CASE NO. 09-872-EL-FAC
CASE NO. 09-873-EL-FAC**

12 **PERSONAL DATA**

13 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

14 A. My name is Philip J. Nelson. My business address is 1 Riverside Plaza, Columbus,
15 Ohio 43215.

16 **Q. PLEASE INDICATE BY WHOM YOU ARE EMPLOYED AND IN WHAT
17 CAPACITY.**

18 A. I am employed as Managing Director of Regulatory, Pricing and Analysis in the
19 Regulatory Services Department of American Electric Power Service Corporation
20 (AEPSC), a wholly owned subsidiary of American Electric Power Company, Inc.
21 (AEP). AEP is the parent company of Columbus Southern Power Company (CSP)
22 and Ohio Power Company (OPCo), referred to collectively as AEP Ohio, or the
23 Companies.

24 **BUSINESS EXPERIENCE**

25 **Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATIONAL BACKGROUND
26 AND BUSINESS EXPERIENCE.**

27 A. I graduated from West Liberty University in 1979 receiving a Bachelor of Science
28 Degree in Business Administration, majoring in accounting. In 1979, I was employed

1 by Wheeling Power Company, an affiliate of AEP, in the Managerial Department. At
2 Wheeling Power, I was responsible for rate filings with the Public Service
3 Commission of West Virginia (PSC), for resolving customer complaints made to the
4 PSC, as well as for preparation of the Company's operating budgets and capital
5 forecasts. In 1996 I transferred to the AEP-West Virginia State Office in Charleston,
6 West Virginia as a senior rate analyst. In 1997 I transferred to AEPSC as a senior
7 rate consultant in the Energy Pricing and Regulatory Services Department, with my
8 primary responsibility being the oversight of OPG's and CSP's Electric Fuel
9 Component (EFC) filings. In 1999 I transferred to the Financial Planning Section of
10 the Corporate Planning and Budgeting Department where I helped prepare AEP
11 financial forecasts. I held various positions in the Corporate Planning and Budgeting
12 Department until my transfer to Regulatory Services in February, 2010.

13 **Q. WHAT ARE YOUR RESPONSIBILITIES AS MANAGING DIRECTOR OF,**
14 **PRICING AND ANALYSIS?**

15 A. My department supports regulatory filings across the AEP system in the areas of cost of
16 service, rate design, cost recovery trackers and tariff administration. It also provides
17 expert witness testimony on the west power pool as well as technical advice and
18 support for west power settlements and performs financial analysis relating to AEP's
19 generation fleet.

20 **Q. HAVE YOU EVER SUBMITTED TESTIMONY AS A WITNESS BEFORE A**
21 **REGULATORY COMMISSION?**

1 A. Yes. I have testified before the Virginia State Corporation Commission and the Public
2 Service Commission of West Virginia on behalf of Appalachian Power, before the
3 Public Service Commission of West Virginia on behalf of Wheeling Power, before the
4 Indiana Utility Regulatory Commission on behalf of Indiana Michigan Power Company
5 and before the Public Utilities Commission of Ohio (Commission) on behalf of CSP
6 and OPCo

7 **PURPOSE OF TESTIMONY**

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. The purpose of my testimony is to describe and support the Stipulation and
10 Recommendation (Stipulation) entered into by AEP Ohio and several parties to
11 resolve the issues in these cases. The Signatory Parties recommend that the
12 Commission approve the Stipulation and issue its Opinion and Order in accordance
13 with the recommendations made in the Stipulation. This testimony demonstrates that:
14 (1) the Stipulation is a product of serious bargaining among capable, knowledgeable
15 parties; (2) the Stipulation does not violate any important regulatory principle or
16 practice; and (3) the Stipulation, as a whole, will benefit customers and the public
17 interest.

18 **Q. WHAT PROCEEDINGS DOES THE STIPULATION AND
19 RECOMMENDATION RESOLVE?**

20 A. The Stipulation resolves the issues in three proceedings: the 2009 Significantly
21 Excessive Earnings Test proceeding for both Companies, Case No. 10-1261-EL-UNC
22 (SEET Case); and the 2009 Fuel Adjustment Clause Management Audit proceeding

1 for both Companies, Case Nos. 09-0872-EL-FAC and 09-0873-EL-FAC (FAC
2 Cases).

3 **Q. WHAT ARE YOUR QUALIFICATIONS TO ADDRESS THE ISSUES THAT**
4 **ARE BEING RESOLVED BY THE STIPULATION?**

5 A. I submitted direct and rebuttal testimony in the 2009 FAC Audit Cases as the
6 Companies' policy witness. I also participated on behalf of the Companies in
7 connection with the negotiations and analysis of the SEET issues. I have also helped
8 prepare the Ohio merger filing, Case Number 10-2376-EL-UNC, and am familiar
9 with the issues in that case. In short, I understand the financial implications of the
10 issues being resolved in the Stipulation and am familiar with the major regulatory
11 issues presently faced by AEP Ohio.

12 **Q. WHAT ARE THE MAJOR PROVISIONS OF THE STIPULATION?**

13 A. The major provisions of the Stipulation address AEP Ohio's commitment regarding
14 2011 rates; capital requirements of Ohio investment commitments; pending fuel
15 adjustment clause cases; proposed merger of CSP and OPCo; the application of the
16 SEET to CSP and OPCo; and miscellaneous terms and commitments.

17 **AEP OHIO COMMITMENT REGARDING 2011 RATES**

18 **Q. WHAT ARE THE MAIN PROVISIONS IN SECTION IV OF THE**
19 **STIPULATION REGARDING 2011 RATES?**

20 A. In order to convey value in difficult economic times, CSP agrees that the
21 Commission-authorized 6% rate cap for CSP for 2011 will be reduced to 0%. CSP
22 also agrees to utilize the same FAC deferral mechanism approved in Case No. 08-
23 917-EL-SSO, the Electric Security Plan Case (ESP Case) to maintain the new,

1 reduced, rate cap, except that CSP agrees to voluntarily forego recovery of carrying
2 charges that would otherwise apply to additional deferrals created in 2011. Rates
3 subject to the cap will change in accordance with CSP's ESP, however, the FAC rate
4 will be adjusted to maintain the reduced 0% cap for 2011. Rates not subject to the
5 original ESP rate cap remain eligible for increase. Subsequent recovery of all
6 unamortized FAC deferral balance is addressed in Paragraph VI.3 of the Stipulation.

7 CSP also agrees to prospectively forego \$18 million in carrying charges
8 relating to 2010 environmental investment, as provided in this paragraph. First, CSP
9 agrees to forego its filing authorized under its current Electric Security Plan to
10 increase the Environmental Investment Carrying Cost Rider (EICCR), that would
11 otherwise be filed in the first quarter of 2011 and relate to 2010 environmental
12 investment. Second, to the extent that the projected revenue requirements that would
13 have been presented in CSP's 2011 EICCR filing is less than \$18 million, AEP Ohio
14 agrees to reduce the increase that would have otherwise been requested by OPCo in
15 its 2011 EICCR filing (relating to 2010 environmental investment) by the difference.

16 **Q. HOW DOES THE REDUCTION OF CSP'S 2011 RATE CAP FROM 6% TO**
17 **0% BENEFIT CUSTOMERS?**

18 A. CSP has the ability to raise rates in 2011 under the 6% rate cap established as part of
19 its ESP – subject to the cost-based need to raise rates for authorized rate components
20 that fall under the cap such as the EICCR or the Fuel Adjustment Clause (FAC). For
21 example, subject to such cost increases being prudently incurred and authorized for
22 recovery in 2011, CSP would have been able to raise rates up to approximately \$114

1 million in 2011. That would equate to about \$78 in 2011 for a residential customer
2 using an average 1,000 kWh per month.

3 CSP is agreeing to forego carrying costs associated with any additional
4 deferrals beyond the amount on the Company's books at the end of 2010, which
5 conveys additional value to customers. For example, if the FAC balance is \$10
6 million at the end of 2010 and the 0% rate cap increases the deferral in 2011 to \$25
7 million only the beginning balance of \$10 million is subject to carrying costs. The
8 additional \$15 million created by the cap is exempted from such carrying costs.
9 Furthermore, if the 2010 deferred balance is reduced by operation of the Stipulation
10 or a reduction in fuel costs, carrying costs will apply to the reduced balance not the
11 year-end 2010 balance. That is, carrying costs will be applied to the lower of the
12 2010 balance or the actual balance.

13 **Q. PLEASE ADDRESS THE ADDITIONAL COMMITMENT TO FOREGO**
14 **CARRYING CHARGES RELATING TO 2010 ENVIRONMENTAL**
15 **INVESTMENT.**

16 A. This provision provides an additional \$18 million of benefit to customers, the bulk of
17 which relates to CSP's costs and would be conveyed to its customers and the
18 remaining portion would accrue to the benefit of OPCo customers. Specifically, as
19 shown in my Exhibit PJN-1, CSP's EICCR filing in 2011 (relating to its 2010
20 environmental investment) saves customers an estimated \$15.6 million. These are
21 costs that, subject to Commission review as recently conducted in connection with the
22 Companies' 2009 environmental investment in Case No. 10-155-EL-RDR, would be
23 recovered through the EICCR that is authorized under CSP's existing ESP plan. The

1 remainder of the \$18 million commitment will be reflected through an approximate
2 \$2.4 million credit (thereby reducing the amount of rate increase that would otherwise
3 be sought) in OPCo's EICCR filing in 2011 (relating to its 2010 environmental
4 investment).

5 **CAPITAL REQUIREMENTS OF OHIO INVESTMENT COMMITMENTS**

6 **Q. WHAT ARE THE MAIN PROVISIONS IN SECTION V OF THE**
7 **STIPULATION REGARDING CAPITAL COMMITMENTS?**

8 **A.** CSP has committed to make a \$20 million equity investment in the Turning Point
9 solar project (Project), described in Companies witness Hamrock's rebuttal testimony
10 filed in the SEET Case. Should the Project not go forward, CSP will undertake a
11 similar commitment for another renewable energy generation project satisfactory to
12 CSP and will make best efforts to create a comparable number of new jobs through an
13 alternative renewable energy project investment – recognizing that the Project is a
14 unique opportunity to attract manufacturing jobs to Ohio. The purpose and expected
15 economic impact of the Turning Point project is to support economic development in
16 Ohio, bringing approximately 300 new construction jobs and at least 300 new
17 manufacturing-related jobs to the State.

18 The Companies plan to enter into a facility lease agreement with the developer
19 of the Turning Point Project to operate the facility and, consequently, effectively will
20 own the capacity, energy and environmental attributes associated with the facility.
21 CSP's commitment to equity ownership and operation of a renewable energy
22 generation project, in conjunction with the capacity lease agreement entered into by
23 CSP and OPCo, will entitle them to the energy output of the facility and associated

1 renewable energy credits (RECs). The Companies will apply RECs associated with
2 energy received toward compliance with the Ohio solar benchmark under Section
3 4928.64, Revised Code. The Companies reserve the right to sell any of the excess
4 RECs associated with the Turning Point project above those needed for compliance
5 with the solar benchmark under Section 4928.64, Revised Code, and have committed
6 that the proceeds from any such sales will be credited against compliance costs for the
7 benefit of their customers.

8 CSP also agrees to commit \$25 million additional investment in distribution
9 infrastructure, to be allocated between gridSMART® metering technologies and
10 customer facility infrastructure (customer-serving infrastructure improvements on the
11 Company's side of the meter), as determined by CSP and the Staff.

12 The Signatory Parties recommend the Commission find that, with CSP's
13 additional capital investments of \$45 million the Stipulation provides for, there are
14 substantial capital requirements associated with future committed investments in
15 Ohio, for purposes of Section 4928.143(F), Revised Code; and that CSP's 2009
16 earnings are not significantly excessive, when considered in light of the capital
17 requirements associated with CSP's commitments for future investments in Ohio.

18 **PENDING FUEL ADJUSTMENT CLAUSE CASES**

19 **Q. WHAT ARE THE MAIN PROVISIONS IN SECTION VI OF THE**
20 **STIPULATION?**

21 **A. The Stipulation also resolves all issues pending in the FAC Cases that have already**
22 **been addressed in testimony, examined during an evidentiary hearing, and briefed, in**

1 exchange for the sale of the coal reserve discussed extensively in the record in the
2 FAC Audit Cases (the name and location of which is confidential).

3 The Stipulation provides that the net gain will be distributed as follows:

- 4
5 a. The first \$30.0 million of the net gain, if available, will be credited 100% to
6 all AEP Ohio ratepayers' benefit;
7
8 b. The balance of the blended retail apportionment (65% of the total company
9 amount) of the remaining net proceeds will be shared between ratepayers
10 (75%) and AEP Ohio (25%).
11

12 An example of how these provisions for sharing the sales proceeds will operate is
13 provided as Attachment 1 to the Stipulation.

14 **Q. CAN YOU EXPLAIN THE EXAMPLE REFLECTED IN ATTACHMENT 1**
15 **TO THE STIPULATION?**

16 **A.** Yes. The Signatory Parties agreed to use a net gain example of \$300 million, though
17 that does not necessarily reflect the Companies' or any other Signatory Party's
18 valuation of the coal reserve asset. While the Companies did not sponsor a current
19 valuation of the coal reserve asset as part of its testimony in the FAC Cases, the \$300
20 million net gain example reflected in Attachment 1 to the Stipulation does fall within
21 the range of asset valuations reflected in the record in the FAC Cases. Another aspect
22 of Paragraph VI.2.b and Attachment 1 is the 65% blended retail apportionment to be
23 applied to the remaining net gain after deducting the up front \$30 million ratepayer
24 portion and prior to allocating the 75% ratepayer share of any remainder. I
25 calculated the 65% retail allocation on a 2009 energy basis blending CSP and OPCo,
26 as a reasonable proxy for a post-merger retail allocator that could be specified in the
27 Stipulation.

1 **Q. HOW IS THE NET GAIN DEFINED?**

2 A. The net gain is the amount by which the total sales proceeds exceeds the total of the
3 net book value of the coal reserve asset and the sales transaction costs. If there is a
4 net loss, AEP Ohio absorbs it under the Stipulation.

5 **Q. HOW IS THE NET GAIN TO BE APPLIED TO BENEFIT RATEPAYERS?**

6 A. The \$30 million ratepayer share, if available, will be first applied to recover the 2011
7 deferrals created under Paragraph IV.1, then to recover CSP's remaining unamortized
8 deferral balance as of the time of the distribution to ratepayers, with any remaining
9 deferral balance being recovered through the Commission's approved fuel deferral
10 methodology adopted in Case No. 08-917-EL-SSO. If there are additional proceeds
11 from the \$30 million available after eliminating CSP's deferrals, then the ratepayer
12 share will be applied to reduce the total unamortized FAC deferral balance of the
13 Companies, at the time of the distribution.

14 **Q. WHEN WILL ANY REMAINING RATEPAYER SHARE OF THE NET GAIN**
15 **BE DISTRIBUTED?**

16 A. While the timing of the sale is to be completed and the present book value will be
17 offset in an efficient and orderly manner, the ratepayer proceeds will not be applied
18 until after consummation and closing of the merger between CSP and OPCo
19 requested in the Companies' application in Case No. 10-2376-EL-UNC (i.e., after all
20 regulatory approvals are obtained, including both the PUCO and FERC). The
21 Stipulation provides that the ratepayer share of the proceeds will be maintained as a
22 regulatory liability prior to distribution; and, if the merger is not approved or

1 consummated by the end of 2012, the Commission will determine an equitable
2 method for distribution of any ratepayer share of the net sales proceeds at that time.

3 **Q. HOW WILL A SALES BROKER BE HIRED AND WHAT PROCESS WILL**
4 **THEY FOLLOW?**

5 A. The Companies agree to hire an independent consultant/ sales broker selected by Staff
6 that will oversee and conduct the coal reserve asset sale. Based on this competitive
7 approach, the process or outcome of the sale may not be challenged in any subsequent
8 proceeding.

9 **Q. WHEN WILL THE SALE TAKE PLACE?**

10 A. The sale of the coal reserve asset will be undertaken over the several months
11 following adoption of the Stipulation, through an orderly, competitive process. The
12 Companies will make best efforts to sell the coal reserve asset in 2011 for cash.

13 **Q. HOW IS THE MERGERD COMPANY'S SHARE OF THE NET GAIN**
14 **TREATED UNDER FUTURE APPLICATION OF SEET?**

15 A. Because the sales of the coal reserve and sharing of net proceeds is a non-recurring
16 and special accounting item as contemplated in the Commission's June 30, 2010
17 Finding and Order in Case Number 09-786-EL-UNC, the Signatory Parties agree that
18 AEP Ohio, regardless of whether it is OPCo, CSP or the combined company, will
19 exclude its share of the net proceeds (gains or losses) from sale of the coal reserve
20 asset from earnings for purposes of the SEET.

1 **PROPOSED MERGER OF CSP AND OPCO**

2 **Q. WHAT ARE THE MAIN PROVISIONS IN SECTION VII OF THE**
3 **STIPULATION REGARDING THE PROPOSED MERGER OF CSP AND**
4 **OPCO?**

5 A. The Signatory Parties agree to support Commission approval of the CSP and OPCo
6 application to merge as requested in the Companies' application in Case No. 10-
7 2376-EL-UNC and the Companies agreed to make new commitments described
8 below that benefit customers and the public.

9 **Q. PLEASE DESCRIBE THE COMPANIES' JOBS COMMITMENT IN**
10 **CONNECTION WITH THE PROPOSED MERGER.**

11 A. AEP Ohio agrees that there will be no net job losses at the Companies as a result of
12 involuntary attrition due to the merger between CSP and OPCo. Jobs are defined as
13 Ohio located jobs with the Companies and AEP Service Corporation employees that
14 report to the President of AEP Ohio, and the Stipulation provides a detailed method
15 for confirming how the commitment will be met.

16 **Q. DID THE COMPANIES AGREE TO AN ADDITIONAL EARNINGS TEST AS**
17 **A MERGER COMMITMENT?**

18 A. Yes. In recognition of the Signatory Parties' commitment to support the merger, the
19 Companies have agreed to make a regulatory commitment of \$50 million for the
20 purpose of potentially refunding earnings to Ohio retail customers should the merged
21 company earn in excess of 15% return on equity in either of the first two year-end
22 periods following the merger closing. More specifically, after the merger closing, to
23 the extent that the book return on equity of the merged Company exceeds 15% in

1 either of the first two annual financial statements that are filed with the Securities
2 Exchange Commission following the merger closing, the Companies agree to refund
3 to Ohio retail customers the amount of earnings exceeding 15% up to a cumulative
4 total of \$50 million, subject to the first-year deduction procedure as follows. Should
5 the merged company earn less than 15% in the first year-end period following the
6 merger closing, the shortfall will be deducted from the \$50 million available in the
7 second annual period. This regulatory commitment is intended as an additional
8 consumer protection measure associated with the proposed merger and represents
9 voluntary agreement by the Companies amounting to a second earnings test, separate
10 and apart from the annual significantly excessive earnings test required by Section
11 4928.143(F), Revised Code. However, if the proposed merger is not approved by
12 the PUCO before the end of 2011, this additional earnings test will not apply.

13 **APPLICATION OF SEET TO CSP AND OPCO**

14 **Q. WHAT ARE THE MAIN PROVISIONS IN SECTION VIII OF THE**
15 **STIPULATION REGARDING APPLICATION OF THE SEET?**

16 A. As part of the Stipulation, the Signatory Parties agree and recommend that, based on
17 the terms and conditions of this Stipulation, the Commission find that CSP and OPCo
18 have met their burden of proving that their 2009 earnings were not significantly
19 excessive, for purposes of Section 4928.143(F), Revised Code.

20 The Signatory Parties also agree and recommend that the Commission find
21 that OPCo's 2009 earnings are within the "safe harbor" established by the
22 Commission in Case No. 09-786-EL-UNC.

1 The Signatory Parties also agree and recommend that the Commission find
2 that Off System Sales (OSS) earnings should be excluded from earnings for purposes
3 of the 2010 and 2011 SEET cases.

4 Finally in this regard, the Signatory Parties further agree and recommend that
5 the Commission find that no adjustments should be made to CSP's or OPCo's
6 reported earnings for regulatory accounting deferrals for purposes of the 2010 and
7 2011 SEET cases.

8 **MISCELLANEOUS TERMS AND COMMITMENTS**

9 **Q. WHAT PROVISIONS ARE CONTAINED IN THE STIPULATION TO**
10 **SUPPORT ENERGY-RELATED PROGRAMS AND BENEFITS FOR**
11 **CUSTOMERS?**

12 A. The Stipulation provides a total of \$3.1 million by CSP of shareholder funding to
13 benefit customers, none of which will be recovered in retail rates. Notably, the Stipulation
14 provides \$1 million to benefit CSP's low-income customers through its ongoing Partnership
15 With Ohio initiative. The Stipulation also provides \$2 million funding for energy-related
16 programs and benefits for manufacturing and hospital customers. There is also an additional
17 item for The Kroger Company to experiment with energy efficiency that may not be cost-
18 effective under the normal standards, with the resulting energy savings being committed
19 toward AEP Ohio's benchmark requirements (which will lower compliance costs otherwise
20 recovered from all customers).

1 **SIGNATORY PARTIES**

2 **Q. PLEASE IDENTIFY THE SIGNATORY PARTIES TO THE STIPULATION.**

3 A. The Signatory Parties to the Stipulation, in addition to the Companies, include the following:
4 the Staff, the Ohio Manufacturers' Association, the Ohio Hospitals Association, Ormet
5 Primary Aluminum Corporation and The Kroger Company. The Staff's participation in the
6 settlement promoted important regulatory and consumer interests, including low-income
7 customer interests. The other Signatory Parties also represent varied and diverse interests of
8 customer and community interest organizations. Additional parties have participated in the
9 settlement discussions and conferences, but ultimately did not sign the Stipulation. In any
10 case, the Stipulation conveys value to the interests of non-Signatory Parties through
11 substantial provisions that benefit all of AEP Ohio's residential, commercial and industrial
12 customers (even though specific commercial and industrial customer interests are also
13 represented through Signatory Parties).

14 **SATISFACTION OF CRITERIA USED TO REVIEW AND APPROVE STIPULATIONS**

15 **Q. WHAT CRITERIA HAS THE COMMISSION USED IN REVIEWING AND**
16 **APPROVING STIPULATIONS AMONG SIGNATORY PARTIES TO A**
17 **PROCEEDING?**

18 A. My understanding is that a stipulation must satisfy three criteria: (1) the stipulation
19 must be a product of serious bargaining among capable, knowledgeable parties; (2)
20 the stipulation must not violate any important regulatory principle or practice; and (3)
21 the stipulation must, as a whole, benefit customers and the public interest.

22 **Q. DOES THE STIPULATION REPRESENT A PRODUCT OF SERIOUS**
23 **BARGAINING AMONG CAPABLE, KNOWLEDGEABLE PARTIES?**

1 A. Yes, it does. All Parties to the Stipulation were represented by experienced,
2 competent counsel. Also, the Parties to the Stipulation regularly participate in rate
3 proceedings before the Commission and are knowledgeable in regulatory matters. All
4 parties (including the non-signing parties) were invited to participate in settlement
5 discussions regarding the Stipulation. All parties attended multiple meetings to
6 discuss resolution of the subject cases, were provided the draft Stipulation and given
7 the opportunity to further engage in settlement discussions with the Companies.
8 Many of the issues in the case were discussed in detail over the course of numerous
9 meetings. Therefore, the Stipulation represents a product of serious bargaining
10 among capable, knowledgeable parties.

11 **Q. DOES THE STIPULATION VIOLATE ANY IMPORTANT REGULATORY**
12 **PRINCIPLES AND PRACTICES?**

13 A. No, it does not. Based on my experience with the regulatory process and review of
14 the Stipulation, I believe that the Stipulation is consistent with, and does not violate,
15 regulatory principles and practices in Ohio. On the contrary, the Stipulation
16 promotes important regulatory principles and practices by advancing several of the
17 State policies set forth in §4928.02, Revised Code. For example, consistent with
18 division (A) of §4928.02, the rate commitments described above help to "[e]nsure
19 the availability to consumers of adequate, reliable, and reasonably priced retail
20 electric service" In accordance with division (D) of §4928.02, the additional capital
21 commitments "[e]ncourage innovation and market access for cost-effective supply-
22 and demand-side retail electric service including, but not limited to, demand-side

1 management, time differentiated pricing, and implementation of advanced metering
2 infrastructure.

3 **Q. DOES THE STIPULATION BENEFIT CONSUMERS AND THE PUBLIC**
4 **INTEREST?**

5 A. Yes, it does. Under the Stipulation, CSP has agreed to reduce its ESP rate cap for
6 2011 from 6%, which the ESP would otherwise permit, to 0%; the Companies are
7 waiving recovery of carrying charges for the additional deferrals created in 2011
8 relating to this reduced rate cap. The Companies also agreed to prospectively
9 forego \$18 million in carrying charges relating to 2010 environmental investment.
10 The Companies also have committed to conduct the sale of a coal reserve asset
11 owned by OPCo and then use a portion of the first \$30 million net gain from that
12 sale to reduce CSP's total unamortized deferred fuel expenses and, if additional
13 proceeds are available, to reduce the Companies' remaining deferral balances.
14 Moreover, to the extent that the net gain from the sale of the asset exceeds \$30
15 million, AEP Ohio customers will receive the benefit of 75% of the retail portion of
16 that excess.

17 In addition, pursuant to the Stipulation, CSP also has committed to make a
18 \$20 million equity investment in the Turning Point solar project, or to undertake a
19 similar commitment for another renewable energy project. This commitment would
20 both significantly increase the amount of renewable energy produced in Ohio and
21 lead to a significant number of new construction and manufacturing-related jobs in
22 Ohio. In addition, CSP has agreed to commit \$25 million of additional investment

1 in distribution infrastructure, allocated between deployment of gridSMART®
2 metering technologies and improvements to customer facility infrastructure.

3 AEP Ohio has also committed to ensure that there are no net job losses as a
4 result of the merger between OPCo and CSP. Furthermore, as an additional
5 consumer protection measure associated with the proposed merger, the Companies
6 have agreed to make a regulatory commitment of \$50 million for the purpose of
7 potentially refunding earnings to Ohio retail customers should the merged company
8 earn a return on equity in excess of 15% in either of the first two year-end periods
9 following the merger closing. Thus, the Companies have voluntarily agreed to
10 subject their combined earnings during the ESP period to a second earn, provided that
11 the proposed merger is approved by the Commission before the end of 2011.

12 These provisions of the Stipulation benefit both consumers and the public
13 interest – benefits that would not otherwise be available to customers absent the
14 Stipulation.

15 **Q. IS IT AEP OHIO'S POSITION THAT THE STIPULATION MEETS THE**
16 **THREE-PART TEST REGARDING CONSIDERATION OF PARTIAL**
17 **STIPULATIONS AND SHOULD BE ADOPTED BY THE COMMISSION?**

18 A. Yes, it is.

19 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

20 A. Yes it does.

**ESTIMATE OF ENVIRONMENTAL FILINGS - 2010 AND 2011 CARRYING COST
ON 2010 ENVIRONMENTAL INVESTMENT AS APPROVED IN THE ESP CASE**

<u>CSP</u>		<u>\$000</u>
2010 Incremental Environmental Capital Expenditures	Exh. JH-1 (SEET CASE)	76,620
Annual Carrying Cost Rate	Approved in Case 10-0155	<u>0.1359</u>
Annual Carrying Cost		<u>10,413</u>

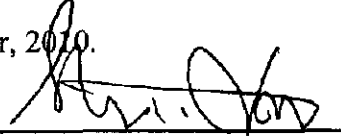
Carrying Costs Entitled to Be Collected Under ESP Case 08-917

2010 Carrying Costs on 2010 Investment	1/2 Year Convention*	5,208
2011 Carrying Costs on 2010 Investment	Full Year	<u>10,413</u>
Total Environmental Carrying Costs Foregone Per Settlement		<u><u>15,619</u></u>

*The Investment is assumed to be made equally over the course of the year and therefore the carrying costs are expected to be 1/2 of the annual amount in the year the investment is made.

PROOF OF SERVICE

I certify that Columbus Southern Power Company's and Ohio Power Company's Testimony of Philip J. Nelson was served by U.S. Mail upon counsel for all parties of record identified below this 1st day of December, 2010.



Steven T. Nourse

Thomas W. McNamee
Sarah J. Parrot
Assistant Attorneys General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, Ohio 43215-3793
thomas.mcnamee@puc.state.oh.us
sarah.parrot@puc.state.oh.us

John W. Bentine
Mark S. Yurich
Matthew S. White
Chester Wilcox & Saxbe LLP
65 East State Street, Suite 1000
Columbus, Ohio 43215
jbentine@cwslaw.com
myurich@cwslaw.com
mwhite@cwslaw.com

Samuel C. Randazzo
Joseph M. Clark
McNees Wallace & Nurick LLC
21 East State Street, 17th Floor
Columbus, OH 43215
sam@mwncmh.com
jclark@mwncmh.com

David F. Boehm
Michael L. Kurtz
Boehm Kurtz & Lowry
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
dboehm@BKLawfirm.com
mkurtz@BKLawfirm.com

David C. Rinebolt
Colleen L. Mooney
Ohio Partners for Affordable Energy
231 West Lima Street
Findlay, Ohio 45839-1793
drinebolt@ohiopartners.org
cmooney2@columbus.rr.com

Michael R. Smalz
Ohio Poverty Law Center
555 Buttles Avenue
Columbus, Ohio 43215
msmalz@ohiopovertylaw.org

Joseph Maskovyak
Ohio State Legal Services Association
555 Buttles Avenue
Columbus, Ohio 43215-1137
jmaskovyak@ohiopovertylaw.org

Richard Sites
General Counsel & Senior Director
of Health Policy Ohio Hospital Association
155 East Broad Street, 15th Floor
Columbus, Ohio 43215-3620
ricks@ohanet.org

Maureen R. Grady
Melissa Yost
Kyle Verrett
Terry L. Etter
Michael E. Idzkowski
Assistant Consumers' Counsel
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
grady@occ.state.oh.us
yost@occ.state.oh.us
verrett@occ.state.oh.us
etter@occ.state.oh.us
idzkowski@occ.state.oh.us

Thomas J. O'Brien
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
tobrien@bricker.com

Clinton A. Vince
Douglas G. Bonner
Daniel D. Barnowski
Keith C. Nusbaum
Emma C. Hand
Sonnenschein Nath & Rosenthal
1301 K Street NW
Ste. 600, East Tower
Washington, DC 20005
cvince@sonnenschein.com
ehand@sonnenschein.com