

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Columbus Southern Power Company)	Case No. 11-5568-EL-POR
for Approval of its Program Portfolio)	
Plan and Request for Expedited)	
Consideration)	
)	
In the Matter of the Application of)	
Ohio Power Company for Approval)	Case No. 11-5569-EL-POR
of its Program Portfolio Plan and)	
Request for Expedited Consideration)	

STIPULATION AND RECOMMENDATION

I. Introduction

Rule 4901-1-30, Ohio Administrative Code (OAC) provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. This document sets forth the understanding and agreement of the parties who have signed below (Signatory Parties) and jointly recommend that the Public Utilities Commission of Ohio (Commission) approve and adopt this Stipulation and Recommendation (Stipulation) without modification, in order to resolve all of the issues raised in this proceeding through the application filed by Columbus Southern Power Company (CSP) and Ohio Power Company (OP) (collectively “AEP Ohio” or the “Companies”).¹

This Stipulation is a product of lengthy, serious, arm's-length bargaining among the Signatory Parties and other parties who chose not to sign the Stipulation (all of whom are capable, knowledgeable parties), which negotiations were undertaken by the Signatory Parties to

¹ CSP and OP filed an application with the Commission seeking approval to merge CSP into OP in Case No. 10-2376-EL-UNC. The Companies anticipate the merger will be approved and consummated before the 2012-2014 Program Portfolio Plan goes into effect on January 1, 2012. Accordingly, the Companies are referred to herein as “AEP Ohio” and treated as a single utility for purposes of the Plan.

settle this proceeding. AEP Ohio invited all members of its Collaborative² to provide input to the development of the proposed 2012-2014 EE/PDR Program Portfolio Plan in a series of seven Collaborative meetings beginning in February 2011. All Collaborative members were invited to discuss and negotiate this Stipulation and it was openly negotiated among those stakeholders who responded and chose to participate. This Stipulation is supported by adequate data and information; as a package, the Stipulation benefits customers and the public interest; promotes cost-effective energy efficiency and peak demand reductions; and represents a just and reasonable resolution of all issues in this proceeding; violates no regulatory principle or practice; and complies with and promotes the policies and requirements of Chapter 4928, Revised Code. This Stipulation represents an accommodation of the diverse interests represented by the Signatory Parties and, though not binding, is entitled to careful consideration by the Commission. For purposes of resolving the issues raised by these proceedings, the Signatory Parties stipulate, agree and recommend as set forth below.

II. Signatory Parties

This Stipulation is entered into by and among the Commission Staff, Office of the Ohio Consumers' Counsel (OCC), Ohio Environmental Council (OEC), Sierra Club, Natural Resources Defense Council (NRDC), Environmental Law and Policy Center³ (ELPC), Ohio Energy Group (OEG), Ohio Hospital Association (OHA), the Ohio Manufacturers' Association (OMA), the Ohio Partners for Affordable Energy (OPAE), Ohio Farm Bureau Federation

² The members of the Collaborative are identified in the Companies' Plan, Volume 1, filed in this docket as Exhibit A to the Application.

³ ELPC does not support the Plan's net-to-gross ratio of 1.0, and believes that the net to gross ratio of 1.0 should only be used as a placeholder until the Commission establishes the appropriate net-to-gross ratio in Case Number 09-512-GE-UNC. ELPC, however, supports the Stipulation in this case.

(OFBF), the Appalachian Peace and Justice Network (APJN), the Kroger Co., and the Companies. As further addressed in Section XI below, all of the Signatory Parties agree to fully support adoption of the Stipulation without modification in this proceeding. The Signatory Parties jointly recommend that they each be granted intervention in this proceeding.

III. Recitals

WHEREAS, in 2008, the Ohio General Assembly passed Substitute Senate Bill 221 ("SB 221"), which includes new Section 4928.66, Revised Code, establishing energy efficiency and peak demand reduction (EE/PDR) benchmarks;

WHEREAS, the Commission approved a non-bypassable EE/PDR Rider as part of its decision in the Companies' Electric Security Plan cases, Case Nos. 08-917-EL-SSO and 08-918-EL-SSO;

WHEREAS, the Commission subsequently adopted rules (including OAC Chapter 4901:1-39) in Case No. 08-888-EL-ORD concerning the EE/PDR benchmarks;

WHEREAS, AEP Ohio has filed an Application to initiate this proceeding to address their 2012-2014 EE/PDR Action Plan;

WHEREAS, AEP Ohio's Application in this matter includes plans and programs designed to achieve AEP Ohio's EE/PDR benchmarks as calculated under Section 4928.66, Revised Code and the Commission's orders and rules;

WHEREAS, it is in the best interest of both the Companies and its customers to obtain approval of AEP Ohio's EE/PDR Action Plan and collect EE/PDR benchmark compliance costs as allowed under Ohio law that AEP Ohio will incur to comply with the EE/PDR mandates of SB 221; and

WHEREAS, the terms and conditions of this Stipulation satisfy the policies of the State of Ohio as set forth in Section 4928.02, Revised Code.

IV. 2012-2014 EE/PDR Action Plan Approval

1. The Signatory Parties recommend that the Commission act in an expedited manner and adopt the Stipulation so that the three-year EE/PDR Action Plan filed in this case, as supplemented and clarified by the terms of this Stipulation, including the recommended EE/PDR Rider rates, is effective as of January 1, 2012. The Signatory Parties recommend that the EE/PDR Action Plan should be accepted and approved as supplemented and clarified by the terms of this Stipulation (the three-year EE/PDR Action Plan agreed to herein is referred to as the “Plan”).
2. AEP Ohio will provide to the Collaborative a written report on program costs, including EE/PDR impacts and progress toward goals, customer incentives and administrative costs, on a quarterly basis.
3. AEP Ohio will provide to the Collaborative a written annual report on shared savings and fixed distribution cost impacts, if applicable, from EE/PDR programs implementation.
4. Contracted interruptible load associated with the Companies’ existing tariff programs for interruptible service (IRP-D) will count toward the PDR benchmarks.
5. AEP Ohio will provide a written, semi-annual report to the Collaborative on program participation by segment as outlined in the Plan, Volume 1, Section 2.3 (Market Segmentation), along with plans to improve those segments with low participation.
6. The Plan is designed to meet or exceed AEP Ohio’s EE/PDR Benchmarks for 2012-2014, as reflected in the Plan. The calculations⁴ to determine the three-year average baseline with adjustments are appropriate and the Signatory Parties recommend that the Commission in

⁴ See Table 1, “SB 221 Savings Requirements (at Meter) – 2012 to 2014” on page 2, Volume 1 of the Plan.

adopting this Stipulation accept the calculations as an initial benchmark report under adopted Rule 4901:1-39-05(A) and ultimately for energy efficiency and peak demand reduction compliance purposes. The baselines reflected above are not normalized but do reflect the economic development adjustments approved by the Commission in the Companies' ESP cases, Case Nos. 08-917-EL-SSO and 08-918-EL-SSO.

V. Approval of Shared Savings for Measurable Programs

1. There will be a shared savings mechanism that provides an after-tax net benefit of 87% to AEP Ohio's Customers and 13% to AEP Ohio, based on the Utility Cost Test (UCT)⁵ inclusive of all costs at the Portfolio level, when it exceeds the energy efficiency benchmark compliance requirement by 15%. The percentage of net benefits awarded to AEP Ohio shall be as follows:

Achievement of Annual Target	Shared Savings Percentage
Less than 100 %	0 %
100 % to 105 %	5 %
Greater than 105 % to 110 %	7.5 %
Greater than 110 % to 115 %	10 %
Greater than 115%	13%

⁵ Net benefits are calculated at the Portfolio level for all measurable programs within the Portfolio using the Utility Cost Test (UCT), as defined in the Companies' filed Plan, Volume I, which states as follows: "[the] UTC measures the net benefits of a EE/PDR program as a resource option based on the costs and benefits incurred by the utility (including incentive costs) and excluding any net costs incurred by the customer participating in the efficiency program. The benefits are the avoided supply costs of energy and demand, the reduction in transmission, distribution, generation and capacity valued at marginal costs for the periods when there is a load reduction. The costs are the program costs incurred by the utility, the incentives paid to the customers, and the increased supply costs for the periods in which load is increased."

There will be a cap on shared savings of \$20 million per year after tax, which means AEP Ohio would receive the lesser of the calculated shared savings above or \$20 million after tax in each of the three Plan years.⁶

2. The Total Resource Cost (TRC)⁷ test will be used to qualify the Portfolio for cost recovery.
3. AEP Ohio will only be eligible for shared savings if it exceeds the benchmarks of Sections 4928.66 (A)(1)(a) and (A)(1)(b), Revised Code, for a particular calendar year. AEP Ohio would remain eligible to receive shared savings if the Commission amends the compliance requirement for that year under Section 4928.66(A)(2)(b), Revised Code, and AEP Ohio meets or exceeds the amended requirement. If the Commission amends the compliance requirement for a particular year, AEP Ohio agrees that in the following year its compliance will be the cumulative energy savings benchmark for that year plus the energy savings not attained towards the benchmark in the earlier year. These restrictions are collectively referred to as “compliance” for purposes of triggering incentive eligibility such that AEP Ohio will only be eligible for shared savings if it exceeds the cumulative energy savings benchmark for that year and the energy savings not attained in the earlier year.
4. For utility shared savings purposes, total annualized⁸ savings against the benchmark requirements will be used in the shared savings calculation.

⁶ Sierra Club and Ohio Environmental Counsel take no position on the \$20 million cap on shared savings, and OEG takes no position on the shared savings in this case.

⁷ The TRC is defined in the Companies’ filed plan, Volume I, which states as follows: “[the] TRC is a test that measures the total net resource expenditures of an EE/PDR program from the point of view of the utility and its ratepayers. Resource costs include changes in supply and participant costs. An EE/PDR program, which passes the TRC test (i.e., a ratio greater than 1.0) is viewed as beneficial to the utility and its customers because the savings in electric costs outweigh the EE/PDR costs incurred by the utility and its customers.”

⁸ “Annualized” reporting standard as used in this paragraph differs from a part year reporting convention by assuming measures installed in the program year are installed the first day of the program year for the purpose of meeting benchmarks for that program year.

VI. Shared Savings Qualifications

1. The Companies will not receive any shared savings for the Self Direct program which counts retrospective savings by mercantile customers. Further, the Companies will not receive a reduction in shared savings for the Community Assistance Program which is the only program that is not required to be cost effective. In addition, the Companies will not receive any shared savings for internal Transmission and Distribution line loss reduction as a result of investments to improve the efficiency of its facilities.
2. AEP Ohio may only count savings for shared savings one time (meaning there is no double counting of shared savings) and in the year in which the savings were generated. In a year in which previous years' over-compliance is used to comply with the benchmarks, shared savings shall be based only on impacts generated in the current year.
3. AEP Ohio may only count savings for compliance one time (meaning there is no double counting for compliance) during the Plan timeframe of 2012-2014, but reserves the option of either counting any portion of over-compliance in the year of compliance or banking any portion for use in connection with a subsequent year. To reduce the cost of compliance for future Plans, any over-compliance achieved may be carried over to the next Plan.

VII. Approval of Initial EE/PDR Rider Rates and Operation of the Rider

1. AEP Ohio's initial EE/PDR Rider rates should be established as reflected in Attachment A effective on the first billing cycle of January 2012.
2. The EE/PDR Rider should be trued up annually to reflect actual program costs and shared savings in accordance with Ohio Admin. Code 4901:1-39-07(B). The Companies request and the Signatory Parties support a waiver to file the annual Portfolio Status Reports on May

15 instead of March 15 each year to provide sufficient time for adequate evaluation, verification and measurement of Plan results.

3. The annual true-up of the EE/PDR Rider will be effective in the first billing cycle of August of 2013, 2014, with the final true-up in May of 2015. The timing of the true-up is recommended to follow the requested date change of the annual compliance filing, May 15, in support of program achievement and Commission compliance approval each year. The Signatory parties recommend the Commission modify its prior order such that in May of 2012, AEP Ohio will file the final true-up to its 2009-2011 Plan adjusting the rider as necessary for any over or under-recovery.
4. The shared savings calculations will be based on the same data as approved by the Commission in AEP Ohio's annual Portfolio Status Report filings.
5. AEP Ohio will not collect carrying charges in connection with operation of the EE/PDR Rider.
6. In approving the Stipulation, the Commission is granting AEP Ohio appropriate accounting authority related to the EE/PDR, as described above, to record a regulatory asset for any under-recovery or a regulatory liability for any over-recovery of EE/PDR program costs and shared savings. This shall be trued up annually as set forth in paragraph VII.

VIII. Rate Design and Cost Allocation Methodology

1. Program costs will be assigned for collection purposes to the respective rate classes whose customers are eligible for the program. For example, program costs for customers in a non-residential customer class will not be collected from residential customers and residential program costs will not be collected from non-residential customers.⁹

⁹ Residential customers will not pay, for example, for the programs described in paragraphs 3, 4, 5, 6, 7, 8, and 9 contained in the Stipulation Section X, Miscellaneous Terms and Commitments.

2. The Companies will adhere to the same percentage spreads (based on current distribution revenue) among the non-residential tariff classes that were used in the 2009-2011 approved Stipulation to allocate program costs and shared savings. The rate impacts using this methodology are contained in Attachment A to this Stipulation.
3. AEP Ohio may limit program funding to individual GS 4/IRP customers or any other non-residential customers to protect against a disproportionately large share of total program funding being concentrated with a few customers. Methods could include a program percentage cap or declining incentive tiers for large projects or any other reasonable mechanism as determined by AEP Ohio.
4. The costs associated with the Plan should be collected through the EE/PDR Rider by spreading the three-year portfolio plan costs over 2012, 2013 and 2014 (36 months). The initial rider includes an estimate of program costs of the three-year Plan and shared savings. In subsequent years, the EE/PDR rider would be reconciled to actual costs and those changes would be reflected in the annual true-up filing.
5. The EE/PDR Rider will continue in effect at the same rate then existing after December 31, 2014, subject to final true-up and subsequent implementation of an approved new rate based on a new approved Plan.
6. Any 2009-2011 Plan program costs incurred after December 31, 2011 to close out the 2009-2011 Plan and within the approved 2009-2011 Plan budget will be collected by the Companies and any 2012-2014 Plan costs incurred prior to the approval of this Plan by the Commission will be collected by the Companies.

IX. Mercantile customer commitment of previously-installed EE/PDR resources

1. Customer savings from previously installed EE/PDR resources approved by the Commission for being committed to the Companies are not counted in net benefits to determine shared savings.
2. If a mercantile customer unilaterally files with the Commission to commit resources, the Signatory Parties reserve any rights to take whatever position they deem appropriate in response to that filing and the outcome will be subject to Commission decision.

X. Miscellaneous Terms and Commitments

1. The Signatory Parties recommend that the Commission approve a waiver of the part year reporting convention requirement and allow the Companies to use the annualized reporting convention for purposes of Benchmark Compliance each year. If the waiver is granted by the Commission, the Companies agree to reduce the Self Direct incentive payment from 100% of the Prescriptive or Custom incentive in the proposed Plan, back to the current, 2009-2011 Plan percentage of 75%.
2. The Signatory Parties accept AEP Ohio's calculation of its avoided costs as provided to the Signatory Parties subject to a protective agreement in a document titled "AEP Ohio Avoided Costs – Used for 2012-2014 EE/PDR Plan Calculation of Cost Effectiveness and Net Benefits," with the understanding that such calculations will be used for the years 2012-2031¹⁰ for determining program cost effectiveness and shared savings.
3. AEP Ohio shall work with the OMA to communicate energy efficiency programs to manufacturers in the Companies' service territories. To assist in the development of comprehensive communication tools and strategies to promote AEP Ohio's EE/PDR

¹⁰ "AEP Ohio Avoided Costs – Used for 2012-2014 EE/PDR Plan Calculation of Cost Effectiveness and Net Benefits."

Programs with its members and assist in their participation, AEP Ohio shall provide the OMA \$100,000 per 12-month period beginning on the effective date of this filing. To the extent OMA is able to assist the Companies in educating its members on the Companies' programs and gain participation of OMA's members, it is expected that this funding will offset the Companies' promotional costs. The OMA will work with AEP-Ohio to verify energy savings totaling 2% or more of combined retail annual energy sales averaged over the OMA members' 2009-2011 baseline.

4. The Companies and OMA will partner on the development and roll out of the Continuous Improvement Program.
5. The Companies will reserve from the Plan's pilot program fund \$1,000,000 over the 2012-2014 period for energy efficiency audits (ASHRAE Level I and Level II) available for the non-residential customer class and from that amount will reserve \$200,000 for an OHA-administered hospital specific energy efficiency audit program to be developed jointly by the OHA and the Companies.
6. As part of the Energy Efficiency Financing and Funding Pilot Program, the Companies will work with interested Collaborative members to investigate the development of a revolving loan fund to provide capital for energy efficiency projects in the Business Sector. The creation of this fund is contingent on finding willing and able partners that are qualified to provide significant leverage and attractive financing, among other criteria. Energy Efficiency Loan criteria will be developed with Collaborative and PUCO Staff input. The Companies commit to seed up to \$1,000,000 initially, and depending on the success of the fund in encouraging energy efficiency projects, will consider adding funding if available.

7. The Companies shall provide \$75,000 per year for 2012, 2013 and 2014 to the OHA to be used to assist hospitals served by the Companies to promote, identify and implement qualifying energy efficiency projects and also to assist hospitals in applying for financial incentives under the Companies' EE/PDR programs. An additional \$25,000 will be provided each year but only if the hospitals in the Companies' service territory submit projects with verified energy savings totaling 2% or more of their combined retail annual energy sales averaged over the hospitals' 2009-2011 baseline.
8. The Companies will provide \$10,000 per year from its Education and Training budget for hospital specific energy efficiency training administered by the OHA to support and enhance hospital participation. To the extent OHA is able to assist the Companies in educating its members on the Companies' programs and gain participation of OHA's members, it is expected that this funding will offset the Companies' promotional costs.
9. The Companies and OHA will partner on the development and roll out of the Energy Star Portfolio Manager Pilot Program initiative.
10. The Companies will continue to work with Columbia Gas of Ohio (COH) to further develop energy efficiency and peak demand response (EE/PDR) joint delivery programs. These programs were established as a result of cooperative efforts between the utilities in helping them address objectives in accordance to PUCO Dockets 09-1089-EL-POR, 09-1090-EL-POR and 08-833-GA-UNC.
11. The Companies will work with service organizations currently involved in creating special EE/PDR education/outreach programs with the Companies and if already established, COH. These organizations are in the Companies' Collaborative and include, but are not limited to,

the Ohio Manufacturers Association (OMA), Ohio Hospitals Association (OHA) and the Ohio Farm Bureau Federation (OFBF).

Program efforts will focus on the development of comprehensive communication tools and strategies to promote electric and joint electric and natural gas EE/PDR opportunities; helping consumers, including residential consumers, with unique requirements to employ new strategies and technologies to control their energy costs and other ideas. To the extent that the respective service organization is able to assist the Companies and COH in educating its members on program offerings, funding used will offset the Companies' promotional costs and can be credited to address its EE/PDR efforts.

12. The Companies will open dialogue with Vectren Energy Delivery of Ohio (VEDO) and Dominion – East Ohio Gas (D-EOG) to establish similar EE/PDR program collaboration opportunities in communities where common utility service areas are established.
13. The Companies will open dialogue with the Ohio Energy Resources Division of the Ohio Department of Development to discuss where Ohio Advanced Energy Fund program offerings could be used by eligible energy consumers to finance/enhance their participation in the Companies' EE/PDR efforts.
14. The Companies will open dialogue with the Ohio Air Quality Development Authority to discuss where program offerings could be used by eligible energy consumers to finance/enhance their participation in Companies' EE/PDR efforts.
15. AEP Ohio commits to sourcing the Community Assistance Program in the EE/PDR Plan to OPAE for 3 years conditional upon OPAE meeting AEP Ohio established performance targets each year of the Plan. A written report on OPAE's progress towards meeting the

targets will be made available to the Collaborative. AEP Ohio, at its sole discretion, may cancel OP&A's contract after giving a six month notice.

XI. Procedural Matters

1. Except for enforcement purposes, neither this Stipulation nor the information and data contained herein or attached hereto shall be cited as a precedent in any future proceeding for or against any Signatory Party, or the Commission itself, if the Commission approves the Stipulation. Nor shall the acceptance of any provision as part of the settlement agreement be cited by any party or the Commission in any forum so as to imply or state that any signatory party agrees with any specific provision of the settlement. More specifically, no specific element or item contained in or supporting this Stipulation shall be construed or applied to attribute the results set forth in this Stipulation as the results that any Signatory Party might support or seek, but for this Stipulation in these proceedings or in any other proceeding. This Stipulation contains a combination of outcomes that reflects an overall compromise involving a balance of competing positions, and it does not necessarily reflect the position that one or more of the Signatory Parties would have taken for the purposes of resolving contested issues through litigation. The Signatory Parties believe that this Stipulation, taken as a whole, represents a reasonable compromise of varying interests.
2. Except for purposes of enforcement or to establish that the terms of the Stipulation are lawful, this Stipulation, along with any supporting materials or information and any testimony or exhibits filed in the above-captioned docket, shall not be used in any future proceedings by the Signatory Parties without the consent of the other Signatory Parties.

3. The Signatory Parties will support the Stipulation if the Stipulation is contested, and no Signatory Party will oppose an application for rehearing designed to defend the terms of this Stipulation.
4. This Stipulation is conditioned upon adoption of the Stipulation by the Commission in its entirety and without material modification. If the Commission rejects or materially modifies all or any part of this Stipulation, any Signatory Party shall have the right within thirty (30) days of issuance of the Commission's order to apply for rehearing. The Signatory Parties agree that they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original unmodified Stipulation. If the Commission does not adopt the Stipulation without material modification¹¹ upon any rehearing ruling, then within thirty (30) days of such Commission rehearing ruling any Signatory Party may terminate and withdraw from the Stipulation by filing a notice with the Commission. If the Commission does not act upon the application(s) for rehearing in support of the Stipulation within forty-five (45) days of the filing of the application(s) for rehearing, then any Signatory Party may terminate and withdraw from the Stipulation by filing a notice with the Commission. Upon the filing of either of these notices, the Stipulation shall immediately become null and void. No Signatory Party shall file a notice of termination and withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement is reached, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful,

¹¹ Any Signatory Party has the right, in its sole discretion, to determine what constitutes a "material" change for the purposes of that Party withdrawing from the Stipulation.

the Commission will convene an evidentiary hearing to afford the Signatory Parties the opportunity to present evidence through witnesses, to cross-examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs as if this Stipulation had never been executed. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, some, or all, of the Signatory Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.

5. Unless the Signatory Party exercises its right to terminate its Signatory Party status or withdraw as described above, each Signatory Party agrees to and will support the reasonableness of this Stipulation before the Commission, and to cause its counsel to do the same, and in any appeal from the Commission's adoption and/or enforcement of this Stipulation (if the Signatory Party, in its sole discretion, participates in such an appeal). The Signatory Parties also urge the Commission to accept and approve the terms hereof as promptly as possible.

IN WITNESS WHEREOF, this Stipulation and Recommendation has been signed

by the authorized agents of the undersigned Parties as of this 29th day of November, 2011.

<u>/s/ Thomas McNamee (per telephone authority, by AMV)</u> Thomas McNamee On Behalf of the Staff of the Public Utilities Commission of Ohio	<u>/s/ Anne M. Vogel</u> Anne M. Vogel Steven T. Nourse On Behalf of Columbus Southern Power Company and Ohio Power Company
<u>/s/ Kyle L. Kern (per email authority, by AMV)</u> Kyle L. Kern On Behalf of the Office of the Ohio Consumers' Counsel	<u>/s/ Colleen Mooney (per email authority, by AMV)</u> Colleen Mooney On Behalf of Ohio Partners for Affordable Energy

<u>/s/ Michael R. Smalz (per email authority, by AMV)</u> Michael R. Smalz Joseph V. Maskovyak On Behalf of the Appalachian Peace and Justice Network	<u>/s/ Michael L. Kurtz (per email authority, by AMV)</u> Michael L. Kurtz On Behalf of the Ohio Energy Group
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<u>/s/ Tara Santenelli (per email authority, by AMV)</u> Tara Santenelli On Behalf of the Environmental Law and Policy Center	<u>/s/ Mark S. Yurick (per email authority, by AMV)</u> Mark S. Yurick On Behalf of The Kroger Co.

The following parties in these proceedings
take no position with regard to the
Stipulation:

/s/ Emma Hand (per email authority, by
AMV)

Emma Hand
**On Behalf of Ormet Primary Aluminum
Corporation**

/s/ Matthew Pritchard (per email authority,
by AMV)

Matthew Pritchard
**On Behalf of Industrial Energy Users –
Ohio**

PROOF OF SERVICE

I certify that Columbus Southern Power Company's and Ohio Power Company's Stipulation and Recommendation was served by electronic mail upon counsel for all parties of record identified below this 29th day of November, 2011.

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Case No(s). 11-5568-EL-POR, 11-5569-EL-POR

Summary: Stipulation and Recommendation (Part 1 of 2) electronically filed by Anne M Vogel on behalf of American Electric Power Company, Inc.