economically rational for them. Because you assumed that they wouldn't -- while the filing is approved, they wouldn't be corporately separated for the first auction.

Q. Any others?

A. As I've told you before, I'm sure that there are, if I followed your hypothetical correctly. That's just one example that I can think of at the moment, but that's my whole point is that there could be.

Q. I'm going to make a note to ask again this question at the end of the deposition so that you have more time to think through it, so if there's any others that you think of as we go, you have an opportunity to do so.

The item that you identified specifically was potential improprieties at a competitive bidding auction, right?

A. No. It was in setting up the parameters for the bid.

Q. Okay. To provide some advantage to DPLER that wouldn't be an advantage to others?

A. Just an example.

Q. I understand. I'm just asking you about the example that you gave me.

First of all, would you agree with me that whether or not DP&L received the SSR would not alter any incentives that DP&L or DPLER might have to structure the auctions?

A. I think that when you're talking about subsidies and funds, whether it's an SSR or the switching tracker or the, any of those, it's all related to financial funds that are at the wherewithal of DP&L.

So to me, whether you call it SSR or put a different label on it, it's still the same pot and it's still to me any actions that they take, I can't possibly know what they would do, and that's the point.

Q. Well, here's my question to you: You've identified an incentive that the DP&L allegedly has to structure the auction to favor DPLER. And my question is that the incentive to do so is no different regardless of whether DP&L is receiving the SSR or not, right?

A. It could be different.

Q. Identify -- are you aware of any specific reasons that it would be different?

A. I don't know that it can or can't. It's a hypothetical that you're giving me that doesn't

exist. I'm not a member of DPLER or DP&L, I don't know what discussions they have about how they plan to maximize their profit. I don't know.

Q. Well, that's the point, is the incentive you have identified to structure the auction in a way that favors DPLER would be the same -- strike that.

Are you aware of any reason that that incentive would be different based upon whether or not DP&L receives the SSR?

A. I am not aware if it could be different or the same, I don't know.

Q. Are you aware of any rational economic reason that DPLER would change its competitive behavior based upon whether or not DP&L receives the switching tracker?

A. Same answer, I don't know what DPLER or DP&L consider to be economically rational. My point is is that they're not corporately separated, therefore there could be.

Q. But you can't identify any rational economic reason that there would be?

A. As I've stated in my previous answers, I believe that the subsidies that DP&L are receiving benefit DPL and benefit, and possibly benefit

DPLER, so there could be and, there certainly could be and that's the point, they're not separated, so I can't possibly know how to define it differently.

Q. All I can ask you is what you know. And what I think you've told me is that you're not aware of any rational economic reason that DPLER would alter its behavior based upon whether or not DP&L received the switching tracker, but there could be such a reason; is that right?

A. No.

Q. What was incorrect with that statement?

A. I thought you asked me whether there was any economic rational basis for DPLER to do anything differently, and I said in my opinion when you receive a subsidy like that at DP&L, that there certainly could be. They're not structurally separated.

Q. I understood that your testimony is that there could be a rational economic reason for DPLER to act differently based upon whether or not DP&L receives the SSR.

My question to you is: Are you aware of any economic, any rational economic reason that DPLER would alter its behavior -- strike that.

Are you aware of any rational economic reason for DPLER to alter its behavior based upon whether or not DP&L receives the switching tracker?

A. It's a very incomplete hypothetical, again, similar to the one that you were asking me on the SSR. When I think about economically rational behavior, I think that the reason is is because it would benefit them. So however that may transform itself to me is what the economically rational reason might be.

Q. But you can't give me any specific conduct that you believe DPLER could rationally do differently with the goal of maximizing its profits based upon whether or not DP&L receives the SS -- I'm sorry, the ST?

A. It's the same answer that I gave for the SSR, that it could provide them some advantage and also procurements, it could provide them some advantage in retail offers that they make to customers because DP&L is receiving a subsidy.

Q. How could any of those changes alter -- let me step back.

We have your suggested -- if we had your suggested result, namely no switching tracker and

DPLER had determined its strategy for maximizing its profits for 2014, does that part of the hypothetical make sense to you?

A. Can you say it again?

Q. Sure.

We have your supposed -- I want you to compare two different situations. The first situation is the one that you propose in which the commission has rejected the switching tracker and --

A. But everything else in the filing is the same?

Q. Yes.

-- and DPLER in that hypothetical situation has identified its profit maximizing strategy, whatever it may be, then I want you to compare that situation to another situation where we're looking at 2014 under a situation in which DP&L does receive the switching tracker. Can you identify for me -- and it's one thing to say DPLER could alter its behavior. Anything is possible.

I want to know if you can identify for me any rational economic reasons that DPLER would change its behavior between those two situations.

A. Now we're dealing with compound hypotheticals

that are compared to one another and I'm just not comfortable answering in that sort of hypothetical situation that doesn't exist today. I don't know.

Q. Let's then move on --

MR. SHARKEY: Let's go off the record for a second.

- - - -

(Thereupon, a discussion was had off the record.)

- - - -

Q. Let me ask you about the modifications to the, your proposed modifications to the competitive bidding plan.

First of all, you said earlier that it would be possible theoretically for DP&L to structure the competitive bidding plan so that it favors DPLER over other potential bidders.

My question to you is: Are you aware, first of all, of any specific facts that DP&L has made any deliberate efforts to do that?

A. No.

Q. Okay. Are you -- having reviewed the competitive bidding plan -- strike that.

Did you review the competitive bidding plans

that have been submitted by DP&L?
A. I reviewed the CBP plan that's in the application.
Q. Okay. Did you identify any aspects of the plan, the pieces that you saw, that provided an advantage to DPLER as a bidder as compared to other bidders?
A. Not that I recall, but your question is echoing back what you thought you heard me say was about the structure of the CBP and I recall talking about just merely the fact of communication about the details of what would be happening and when.
Q. You would agree with me, first of all, that you're not aware of any specific facts that any improper communications as to the competitive bidding have occurred between DP&L and DPLER?
A. No, I'm not and there hasn't been any competitive bidding yet.
Q. But there are now plaintiffs competitive bidding, right?
A. Which haven't been approved by the commission, yes.
Q. And you would agree with me that the incentive to have those improper communications would be the same whether or not DP&L was receiving any

alleged subsidies?

A. I don't know if they would be the same. My point is that, you know, DP&L has the generation rate now and that's why you need structural separation so there are no questions like this for you to ask about, that there are no possibilities for there to be any incentive to do anything other than what's economically rational.

So the point of my testimony is get the corporate separation done so that there are no questions on the CBP.

Q. Is it your view that DPL -- strike that.

You understand that DPL, Inc. is the parent corporation of DP&L and DPLER?

A. Yes.

Q. Okay. Is it your view that DPL, Inc. has the incentive to cause its subsidiaries to maximize DPL, Inc.'s profits?

A. I don't know what DPL, Inc.'s business objectives are.

Q. I understand you don't know, but would you assume that those are its business objectives?

A. I don't know. I would think most businesses would want to maximize their profit.

Q. Whether or not the generation assets were in DP&L

or in DPLER would not alter the overall enterprise's incentives to structure the competitive bidding to favor DPLER, right?

A. I don't understand the question.

Q. Well, you've told me that the overall enterprise has an incentive to engage in some type of conduct as to the competitive bidding that would provide an advantage to DPLER, right?

A. No. You asked me whether there was any incentive for DPLER to do anything, an example of something that they might do that they could do to advantage themselves in this process, and I answered that there could be that one, where there would be communications on the CBP.

Q. Okay. So from an overall enterprise level, the incentive to have those type of communications doesn't change based upon whether or not the generation assets are located at DP&L or located at DPLER, right?

A. I don't think that's true, no.

Q. How would the incentives change if you look at it from a DPL, Inc. perspective?

A. I don't know that I can answer that.

Q. Are you aware of any reasons that it would -- strike that -- any rational economic reasons that

DPL, that the incentive to have those communications would change based upon whether or not the assets are located at DP&L or at DPLER?

A. I don't know, there could be.

Q. Can you identify any as you sit here now?

A. Well, you have DP&L who is not only setting up the auctions, but also still has the generation and was receiving subsidies for that generation and has not corporately separated. So to me, I would think there would be benefits on the side of DP&L, that DPL, Inc. might be influenced by. There should be no incentive on behalf of DP&L to really have any concern about the outcome of the SSO auction, which is why the generation assets should be separated.

Q. From a DPL, Inc. perspective, if you view it as an enterprise, you have identified the fact that there is some incentive for DP&L to share information or structure the auction or do things that would advantage DPLER at the auction, right?

A. Could be.

Q. Okay. And that I understand. I'm not disputing with you that there could be that incentive.

But what I'm trying to determine is from a DPL, Inc. perspective why that incentive would be

any different based upon whether or not the generating assets are located in DP&L or are located in DPLER. It would seem to me that that incentive would be the same regardless of where the generation assets are.

A. I don't know.

Q. Okay. You understand that DP&L intends to use Charles River Associates as the competitive bidding manager, whatever the title may be?

A. Yes.

Q. Are you familiar with Charles River Associates?

A. Yes.

Q. Do you understand that they've run other auctions in Ohio?

A. I believe so.

Q. Do they run FirstEnergy's?

A. I don't know. I definitely am familiar with their name, though.

Q. Any reason to doubt their competence?

A. No.

Q. Any reason to doubt their integrity?

A. No.

Q. Starting on Page 11, continuing onto 12, you respond to the question, "What additional information should be included in the CBP plan,"

and then you identify various pieces of additional information, right?

A. Right.

Q. Did you read DP&L's CBP -- strike that.

Did you read DP&L's Book 2 to determine whether the information that you've described there is in fact included in that book?

MR. LANG: Book 2 of the application?

MR. SHARKEY: Book 2 of the second revised amended application, whatever its title may be.

MR. LANG: Okay.

A. I read the entire application. The information that I did see that was included is outdated.

Q. That's not my question to you. My question to you is -- oh, maybe it is responsive to my question.

A. Uh-huh.

Q. And I didn't understand it at first.

You're saying -- are you saying that the information that you've listed here is included in the application but needs to be updated?

A. Partially, yes, you've got that partially correct. It needs to be updated and the

information in there, for example, the number of auctions is included, but not the proposed auction timeline, when the auction will actually occur --

Q. Okay.

A. -- for example. So it's not included, all of the information here is not included and it's outdated.

Q. Okay. The proposed auction timeline, you understand that that's not included because the commission hasn't set a date for the auction?

A. Well, that's true that they haven't set a date for the auction, but there can be anticipated timing. For example, in the second year, it's clear what auction percentages that DP&L is expecting to have in that CBP. And if they are approved, then there should be some timing associated with what that expected timeline would be. You can propose those in the application. They're not there. And in addition to that, the first auction starts in the past.

Q. I didn't understand your statement about what could be in the schedule but is not there.

Can you identify that more specifically for me?

A. I don't have Witness Lee's auction schedule in front of me, it's in one of his exhibits. On that schedule it lists the number of tranches and the products that he's proposing for the tranches that I believe should be changed, as I've described in my testimony. But he does not indicate when or how far ahead of each of the auctions they expect to hold, ahead of each of the power flow that they expect to hold the auction.

And in addition to that, the first auction covers the power flow period beginning January of '13, which is in the past.

Q. You would agree with me that neither you nor DP&L knows when it is that the commission will issue an order regarding DP&L's ESP, right?

A. Right.

Q. Assuming that order requires DP&L to have competitive bidding, neither you nor DP&L know the date the commission will select for the beginning of power flow, right?

A. I think that's probably -- that's true for the first auction because that's now in the past, so I think that depending upon when the commission chooses or can, or does decide to approve or not

approve or have DP&L file an approved plan, I guess it could be sometime in the future.

But I think for future auctions, unless the commission changes the timing of any SSO auction, I think that we do know that time period, although, we would suggest that it happen immediately.

Q. You understand that DP&L has proposed that power begin to flow from later year auctions on June 1 of each successive year so that DP&L -- so that power flow would coincide with the PJM capacity year?

A. That's correct. But they don't indicate how far ahead of time they expect to hold the auction and that is something that's usually typically included in CBP plans.

Q. Okay. I understand.

Do you support DP&L's proposal that power flow delivery begin on June 1 of the succeeding years?

A. Not the way that it's structured. I do believe that if in fact the commission approves, you know, not just the first auction, but the second auction, that there ought to continue to be in the second, third and fourth years one and two

and three-year products, three-year products.

So necessarily if you have a two-year product or a three-year product, it would extend the span into and past the following year's June 1 start. So I'm not even sure that that's what DP&L is suggesting, because they do have some laddering of products in their exhibit.

Q. Do you understand that -- well, do you know whether DP&L proposes one, two, and three-year products to be offered beginning in the second year of competitive bidding?

A. The schedule's outdated that's in the application, but the schedule that is there shows that there are one, two, and three-year products in the second auction, but not in the third, fourth or fifth. It's single product that I recall.

Q. Let me ask you about the load cap.

You oppose DP&L's proposal to have an 80 percent load cap, right?

A. Yes.

Q. You're aware that other utilities in Ohio have an 80 percent load cap?

A. Yes, I am, and I put that in my testimony, but we are not in favor of those either.

Q. Does FirstEnergy have a load cap for its competitive bidding?
A. Yes. And we are opposed to that as well.
Q. Is it your view that just because a feature is used in one utility's service area, that it doesn't necessarily mean it's best for every utility's service area?
A. A feature of what?
Q. Well, first of all, this specific feature, the fact that it's used elsewhere doesn't mean that it is rational to apply it in DP&L's service territory?

MR. LANG: You're still asking about the load cap?

MR. SHARKEY: I am.

A. Well, we don't feel that it should be in any of the EDUs in Ohio. So I don't think it should be used in DP&L's, nor do I in any of the others.
Q. Okay. You say at the bottom of Line 12 --
A. What page are you on?
Q. Did I say Line 12?

MR. LANG: Line 12.

Q. I misspoke. You say on the bottom of Page 12, Line 23 that load caps serve as an artificial limit on competition.

Can you explain what you mean by that?

A. It's in the rest of the sentence there, because if you have the lowest price bidder who is willing to serve more, then you would get a lower price for customers. And to me, that's one of the key benefits of competition, that you have competitive bidding and you can get the lowest price possible as the market is willing to provide.

Q. You discuss on Page 13 credit limit caps.

First of all, can you describe for me how you understand the credit limit caps that DP&L has proposed would work?

A. The way that I understand it from a table in the filing and Section 6.4 of the master SSO supply agreement, there's a credit limit cap that caps suppliers' participation based on their investment grade rating.

So in addition to them having an independent credit requirement, the ICR, they also have this ICT and then a cap on the ICT.

Q. So as you understand it, an entity that had, for example, a BB plus credit rating will be permitted to supply only a certain amount of power at the competitive bidding auction? Is

that --

A. Certain amount of power as it relates to the dollar amounts that are located here, that are located in my testimony and in the master supply agreement and capped at that level. And my testimony says that we already believe that there are independent credit requirements that cover suppliers bidding in the auction. There's no need for this additional cap.

Q. Do you know whether Duke has similar credit limit caps to what DP&L proposes?

A. I think that Duke may have similar credit limit caps, but FirstEnergy does not.

Q. What about AEP?

A. I don't know.

MR. SHARKEY: Let's go off the record.

Q. I'm sorry, if you want to finish your answer, go ahead before we go off the record.

A. Which AEP has not had their competitive bid auction yet, so I'm not aware of what the details are finalized yet for anything related to independent credit.

Q. Okay. Done with your answer?

A. Uh-huh.

MR. SHARKEY: Okay. Let's go off the record.

- - - -

(Thereupon, a discussion was had off the record.)

- - - -

Q. You offered testimony regarding reasonable arrangements starting on Page 13 of your testimony, right?

A. Yes.

Q. You ask that the reasonable arrangements to which DP&L is a party with customers in its service territory be included in the competitive bidding auction, right?

A. Yes.

Q. Do you understand that a reasonable arrangement is a contract?

A. Yes, I do.

Q. Okay. Have you reviewed those reasonable arrangements to determine what the terms and conditions contained in the contract are?

A. No, I haven't.

Q. Do you know whether those contracts permit them to be terminated so that the counterparty could participate in competitive bidding auctions?

A. No, and that's not my point. My point is that if they could and do, that it would be an opportunity for them to receive a lower price and then also lower the delta revenue that other customers have to pay.

Q. Is it your view that if the contracts don't permit themselves to be terminated, that in that instance they should not be terminated?

A. I wasn't sure of the tense of that question.

Q. Yeah, it was a very poorly worded question. Let me withdraw it and rephrase it.

I want you to suppose there's a contract that extends, it's a contract between DP&L and another customer that extends through 2016 and there's nothing in the contract that's permitted to be terminated, is it your testimony that such contracts should not be terminated to permit the customers to participate in competitive bidding?

A. I'm still not sure on the tense, so let me just answer it and see if it gets to what you're asking me.

My position is not that we should interfere with a contract of a customer and if they have a firm contract at a firm contract price, that would continue.

However, if there was an opportunity to have that contract and that customer participate in the auction either because DP&L allowed it or the commission allowed it or jointly, the commission, the customer and DP&L allowed it, we think that could be and would be of benefit to those customers and certainly to the other customers who have to pay the delta revenue.

Q. But if the contract prohibited the customer from participating and DP&L objected to making an alteration to the contract, is it your view that in that case the contract should continue as it exists?

A. The contract should continue as it exists if the parties that are involved, you know, deem it to be so.

Q. I guess then I'm trying to figure out what it is that you want the commission to do. Let me maybe ask it this way.

If the contract would permit the customer to terminate the contract at any time for any reason, the customer would then have the ability to terminate the contract and, if it wanted to, become an SSO customer and participate in a competitive bidding, right?

A. Could you say the question again?
Q. Sure.
Suppose the contract has a clause that says the customer can terminate the contract at any time for any reason.
In that instance the customer, if it wanted to, could terminate the contract, become an SSO customer of the Dayton Power and Light Company and then have its load up for bid, right?
A. It certainly could. Or if the term ends before the end of an SSO auction, and again, depending upon who the parties are, these are reasonable arrangements so I know they have some purview under the commission's authority, so it may not just be the customer and DP&L, it may also be in the commission's view.
Q. Okay. Then can you, can you explain to me -- let me step back.
If you assume that the contract goes for a term and doesn't permit the customer to terminate at any reason and DP&L doesn't want to terminate the contract, is there anything in that situation that you're asking the commission to do?
A. If it's a strict contract between the customer and DP&L, then no, but in this case, these are

reasonable arrangements that are under the commission's purview. So if there's no alternative there for them to consider that these arrangements should be included in the auction then, then no.

But I do think it's certainly a benefit to be considered because if in fact these customers can get a lower price, then the price then to the, that goes into the delta revenue for other customers that have to pay would also be lower.

Q. Okay. You mentioned specifically Wright-Patterson Air Force Base on Page 14, Line 2 of your testimony, right?

A. Yes.

Q. You understand that Wright-Patterson Air Force Base is represented in this very case by counsel and has engaged its own experts?

A. No.

Q. Are you aware that Wright-Patterson Air Force Base is a member of the Federal Executive Agencies?

A. No.

Q. Do you know whether the Federal Executive Agencies are parties to this pending case?

A. I thought they were.

Q. Okay. Have you seen testimony filed from persons from Brubaker & Associates on behalf of the Federal Executive Agencies?

A. No, I haven't reviewed other intervenors' testimonies other than FES.

Q. Okay. Let me turn you to Page 16 of your testimony where you sponsor an opinion that auction related costs should be recovered in a separate, fully bypassable rider.

Do you see that?

A. Yes.

Q. Do you know whether there's a provision in FirstEnergy's currently governing rate plan that would permit FirstEnergy to recover auction costs through a non-bypassable charge in certain circumstances?

A. I'm aware of one, and it's not the same mechanism.

Q. How does the FirstEnergy mechanism work as you understand it?

A. FirstEnergy has a percent over which if the bypassable charges become greater, that it would flip to non-bypassable, but it's a completely different percentage of. So for in this case, DP&L is suggesting that it's a percentage of the

actual reconciliation rider that would change, but in FirstEnergy's case it's a percentage of the total CBP auction costs and generation revenues, which is a much, much bigger number.

Q. Would you support a proposal as to auction costs for DP&L that was similar to FirstEnergy's?

A. My preference actually would be Duke's.

Q. How does Duke's work?

A. It's similar, but the percentage is ten percent rather than five percent.

There's another difference, here, though, too, is the entire reconciliation rider, as I mentioned, has different components in it. The components here are different than the components in the FirstEnergy or Duke rider.

Q. That I understand. I'm just focusing about the auction costs.

A. Oh.

Q. And I understand that the riders work differently, but I was just trying to figure out if you would support a rider that was separate from the reconciliation rider for the Dayton Power and Light Company that operated similarly to the FirstEnergy or Duke riders that you've described.

A. Just for CBP auction costs?
Q. Just for CBP auction costs.
A. Yes.
Q. Let me then ask you about your objection to including amounts associated with the fuel, rpm, TCRR-B and AER riders in a non-bypassable charge.

As an initial matter, I'm not asking if you agree with this, I just want to ask you if you understand DP&L's position.

Do you understand that it's DP&L's position that there are certain amounts that it was entitled to recover under those riders, but in given periods doesn't recover the totality of the amount?
A. Could you restate that?
Q. Sure.

Do you understand that DP&L has stated that there are certain amounts that DP&L's entitled to recover under those various riders that in a given period, we'll call it period number one, for whatever reason DP&L doesn't recover?
A. Yes, I understand they have deferral balances.
Q. Okay.
A. That they exist and that they need to forecast better.

Q. Your solution to the existence of the deferral balances would be to forecast better?
A. It certainly is one.
Q. Okay. And by forecast better, what is it that they should be forecasting?
A. Shopping load versus non-shopping load.
Q. Okay. Any forecast would nonetheless still have a risk that the forecast was wrong and that DP&L would result in an under recovery, right?
A. Certainly.
Q. And there could still, even if DP&L were to forecast better, as you've described it, end up in a situation where it has deferral balances in those various riders in period one, right?
A. Yes, and that's why I suggest that they continue to recover those in a non-bypassable basis until those riders are either over or under recovery has been returned to or collected from customers, at which time the riders will be eliminated.
Q. You said non-bypassable. I'm pretty sure you didn't mean that.

MR. LANG: Yeah, you said non-bypassable.

THE WITNESS: I did?

MR. LANG: Yeah, you did.

THE WITNESS: Sorry. Thank you.

A. On a bypassable basis, as they had been.

Q. Do you understand that there is a risk that those rider deferral balances may continue to grow over time and thus become under your proposal charged to an ever smaller group of SSO customers?

A. I don't agree that that's a big risk, because if it's forecasted properly, I don't believe that the amount of these reconciliation riders would incentivize as DP&L believes additional customers to shop.

So I think that it just needs to continue to be recovered on a bypassable basis as it is today until it's fully recovered.

Q. I understand your view that that's not a big risk.

You would agree with me that it's possible that the deferral balance could continue to grow substantially as switching continues to occur?

A. I don't think it could if in fact it's forecasted well or could or should.

Q. But if it's forecasted poorly it could, couldn't it?

A. Yes, but I don't think that if it's forecasted poorly, that that would be any reason why it

should flip to charge customers who are shopping additional charges which they are not responsible for. It's like having them pay twice.

Q. Let me ask you about your testimony regarding the AER-N.

You understand that DP&L's proposed the AER-N as a placeholder for the Yankee facility that it has constructed?

A. Yes.

Q. You recommend that DP&L's proposal for the AER-N be rejected?

A. Yes.

Q. Okay. Do you know whether the ESP statute permits a non-bypassable charge associated with solar facilities to be implemented if certain criteria are met?

MR. LANG: Just objection to the extent you're requesting a legal conclusion.

But if you can answer, you can answer what you know.

A. I reviewed the statute. I'm not sure that I'm aware of specific language in there that specifically says that, but my point here is, and it's also in Dr. Lesser's testimony, that there

also needs to be considered when it's a competitive service like AER-N is expecting to include for a solar facility, that it should consider competitive options to fill that rather than construction of that facility and recovery from captive rate payers.

Q. It's true, isn't it, that you don't sponsor any testimony regarding whether or not the constructions for the Yankee facility were incurred or expended on or after January 1, 2009?

A. I've described to you what the extent of my testimony is on that. Dr. Lesser has more details, so I would defer you to him on additional details.

Q. It's true, isn't it, that you don't address whether the statutory elements in the section relating to the AER -- strike that, start over, because that's a poorly worded question.

It's true, isn't it, that you don't address whether the elements of the statute that permit non-bypassable charges for environmental construction are satisfied?

A. To me, it's similar to the discussion we had earlier about the statute. The statute that you're referring to is embodied in 4928, which is

about competitive retail electric service. So while I have not in my testimony considered what you're talking about specific standards one by one, I believe that as a statute that certainly my point is that you should not receive non-bypassable cost recovery for a generating facility without first determining that something for the generation service that you could substitute that's competitively bid.

Q. The comparison that you're making between the Yankee facility and something that would be supplied via competitive bid, did I correctly understand that that was the comparison that you were making?

A. I was saying by competitive bid or through market sources.

Q. Okay. You would agree with me that the relevant comparison for determining whether or not the charge should be permitted under the statute be based upon the facts as they existed at the time the utility had made the decision?

MR. LANG: Objection to the extent you're calling for a legal conclusion.

But you can answer, if you can.

A. I don't know.

Q. Okay. Let me switch to the SSR and the ST.

It's true, isn't it, that you don't sponsor any testimony regarding whether those items are a term condition or a charge?

A. Can you define those terms for me, term condition or charge?

Q. Do you understand what a charge is?

A. Yes.

Q. Do you agree with me that the SSR and the ST would be charges?

A. I don't know the term of the definition how you're using it, but to me they are being charged to customers and collected by DP&L, at least that's their proposal.

Q. So you do understand the word "charge," there'd be a charge if they're approved?

A. To me they're being charged and they're either under a rider or a tariff, and those are rates that are charged to customers.

Q. It's true, isn't it, that you do not sponsor any testimony regarding whether the SSR and ST relate to limitations on customers shopping for retail electric generation service, bypassability, standby, backup or supplemental power service, default service, carrying costs, amortization

periods, and accounting or deferrals, including future recovery of such deferrals?

A. I didn't follow that.

Q. I will hand you a copy of the statute.

I ask you to take a look at Ohio Revised Code Section 4928.143 b to d. It's on Page 2.

A. Okay.

Q. And my question to you is: It's true, isn't it, that there's nothing in your pre-filed testimony that we've been talking about today that addresses one way or the other whether the SSR and the ST relate to limitations on customers shopping for retail electric generation service, bypassability, standby, backup or supplemental power service, default service, carrying costs, amortization periods, and accounting or deferrals, including future recovery of such deferrals?

A. I don't know if I understand it well enough to know.

Q. You're not aware as you sit here today of anything in your testimony that addresses that topic, are you?

A. Not as I sit here today.

Q. Okay. Are you aware of anything that -- strike

that.

Are you aware of anything in your testimony that addresses whether or not the SSR and ST would have the effect of stabilizing or providing certainty regarding retail electric service in DP&L's service territory?

A. I do have comments in my testimony related to that. That in fact I think that it provides a subsidy generation which impacts the competitive market in an unfavorable fashion.

Q. Is it true that there's nothing in your testimony that addresses whether or not the SSR -- strike that.

Is it true that there's nothing in your testimony that addresses whether or not DP&L could provide stable service within its service territory without the SSR or the ST?

A. Well, stable service to me means distribution, and if that were the case, then DP&L would have filed a distribution case. So, no, I'm not addressing whether or not DP&L's stable, adequate, you know, distribution system is an issue in this case.

Q. Are you aware -- strike that.

You're well aware of the fact that DP&L, an

entity currently owns transmission, distribution and generation assets, correct?

A. Yes.

Q. First of all, do you know whether DP&L will be able to provide stable distribution service if as a corporate entity it has insufficient funds to pay its bills as they come due?

MR. LANG: Objection to the hypothetical as incomplete, lack of foundation.

Answer if you can.

A. Can you repeat it?

Q. Sure.

Do you know whether DP&L will be able to provide a stable distribution service if it has insufficient revenues to pay its bills as they come due?

MR. LANG: Okay. Same objection. Go ahead.

A. I don't know that it has insufficient bills to pay, insufficient revenue to pay its bills, so I can't answer.

Q. You don't know whether it would have insufficient revenue to pay its bills if the SSR or the ST were denied?

A. I thought your question related to whether or not they had the ability to provide distribution service because of that.
Q. That was that question. This is -- and I'm following up on your answer.

The next question to you is: Do you know whether DP&L would have sufficient revenue to pay its bills if the SSR and the ST were rejected?
A. Sufficient revenue for what, to pay its bills, you said, completely?
Q. Pay its bills as they become due in the ordinary course.
A. I don't know that I can answer that.
Q. The answer is you don't know whether DP&L would have sufficient revenue to pay its bills as they become due?
A. I think that if they didn't, they should file a distribution case, so I don't know. Corporately separate and file a distribution case.
Q. And it's also true that you don't know whether DP&L could provide stable distribution service if as a corporate entity it has insufficient funds to pay its bills?

MR. LANG: Objection to the hypothetical. Again, lack of foundation.

You can answer.

MR. SHARKEY: I would agree with you for the foundation.

A. My recollection of DP&L's testimony, and it could have been in a deposition, was that they did have adequate distribution service and revenues to cover the distribution.

Q. That's not my question.

You understand, first of all, that DP&L as it currently exists is an integrated business that owns transmission, distribution and generation assets, right?

A. Correct.

Q. And you understand that DP&L has first mortgage bonds that require it to pay substantial amounts to the bond holders, correct?

A. Yes.

Q. And those bond holders would have certain rights as against DP&L's assets if DP&L doesn't pay the amounts due under those bonds, right?

A. Yes, I believe that there are some bond holder restrictions that need to be taken care of.

Q. And you understand that in the ordinary course of operating its business, DP&L pays bills associated with various things that would range

from coal to employee salaries to paying companies who are employees to clear lines, right?

A. Yes.

Q. My question to you is, if DP&L has a corporate enterprise that owns transmission, distribution and generation assets like it does today, had insufficient funds to pay those bills, do you know whether it could provide a stable distribution service?

MR. LANG: Same objection as earlier to the hypothetical and lack of foundation.

But if you know, you can answer. Just don't speculate.

A. I don't know, but I think that's what DP&L has to prove.

Q. You address starting on Page 19 various items that you describe as barriers to retail competition, correct?

A. Yes.

Q. First question to you is, are you aware of anything in the statute that authorizes the commission to consider and issue orders in an SSO case relating to alleged barriers to competition?

A. We've discussed the statute before and I think that it's about competitive retail electric service and the commission's required to implement rules and regulations and guidelines in keeping with that statute. So, yes, I think they do have the ability to do that.

Q. Are you aware of anything in the statute that says the commission shall or may consider the nature of whether there are barriers to competition when the commission is ruling upon an SSO?

A. I don't know that it's explicitly written in the statute, but I know that the commission believes that it does, because after the last case that we intervened in for DP&L, it directed us to raise some of our issues on barriers to competition in the DP&L's next rate plan.

Q. Which case are you talking about?

A. It was either the AES, DP&L merger case, or the ATA case that they filed shortly thereafter.

Q. Are you aware of any specific commission rule relating to competitive enhancements that DP&L is not in compliance with?

A. The statute says that they should promote and encourage retail competition or in other words

like that, and to me that is the proposed rule, that is the statute and that's what the commission is charged with doing. And they recently, even in the AEP case changed the switching fee for AEP which we considered to be a barrier in that case, recognizing that it's something that needed to be more levelized across the state in terms of a standard.

Q. Are you aware of any specific rule that establishes the cutoff for when a utility can require a customer to have an interval meter?

A. Again, there's not a specific rule, but it's the standard in the state that the commission has approved. Every other supplier, at least Duke and AEP Ohio, their interval meter threshold is 200 kW.

Q. It's true, isn't it, that you can't cite me to any specific rule that DP&L is in violation of?

A. There is no specific rule. I indicated that it's an overall objective to promote competition in the state and remove barriers.

Q. Are you aware of any specific commission order that DP&L is in violation of?

A. No.

Q. Who do you believe should pay any costs

associated with the provisions that you suggest DP&L should be ordered to implement?

A. Well, I think for the most part, at least the ones that are in DP&L's testimony today, that there are things that should have either been removed or in one case was already there but was taken away, or at least it's in my testimony, like on the eligibility file shopping flag, that's something that did once exist that doesn't now, so I think there's probably very little cost to that one.

For those smaller items, I don't think that -- I think they should just be implemented. For things like, for example, the web-based system, which is a newer initiative in the state, I think that we would not be opposed to a, recovering that from customers in a non-bypassable rider, since I think all customers benefit from that.

Q. It's true, isn't it, that you don't sponsor any analysis, charts, exhibits that show that customers do in fact benefit from those type of retail enhancements that you've identified?

A. No, I don't have a chart, but I have listened to a customer call and other calls in the call

center that, where customers don't get enrolled and get rejected and are concerned about that. So for me, it's not always about providing additional service, it's about having a customer's experience with shopping be a positive one. I don't know how you would put that on a chart.

Q. Have you read the testimony of OCC Witness Hagens (phonetic)?

A. I have not read any other intervenor testimony other than FES's.

Q. If customers were opposed to paying the costs associated with, for example, with the web-based design item that you've described, do you agree that customers shouldn't have to pay for them?

A. I haven't read Hagens' testimony, so I don't know. I'd have to think about it in context with what he said.

Q. I'm not asking you about Hagens' testimony, but just in --

A. I'm sorry, I thought you did.

Q. I did earlier, but I intended then to move away from the subject --

A. Okay.

Q. -- because you hadn't read it.

But to ask a broader question that is, if customers are opposed to paying for the costs of a web-based system because they believe that the benefits to them do not exceed the costs, do you still believe that customers should be required to pay for the implementation of that item?

A. In that particular item, the web-based system, I think that that's a commission decision about the benefits that it can provide to facilitating the information flow from utilities to suppliers to a benefit of all customers, so I think that the customers should pay for that.

Q. If you heard -- strike that.

Are you familiar with the notion that a utility can recover its costs only if they were prudently incurred?

A. Yes.

Q. Okay. And one consideration in whether they were prudently incurred is whether the expected benefits exceed the expected costs?

MR. LANG: Objection to the extent it calls for a legal conclusion.

But if you know the answer, go ahead.

A. Could you restate the question?

Q. Do you know whether one part of a prudent review is to determine whether the expected benefits exceed the expected costs?
A. No, I don't know that.
Q. Is it true that we can't look at your testimony and find an analysis of whether the expected benefits exceed the expected costs of the various items that you say DP&L should do?
A. No, you can't find that analysis, but it's awfully hard in context for me to think about this when DP&L is requesting a billing over market.
Q. Let's focus specifically on customer metering.

If I understand this, your position accurately -- strike that.

Is it your understanding that DP&L currently requires customers to have an interval meter when they exceed 100 kW?
A. And if they shop.
Q. Sorry, and if they shop.
A. Yes.
Q. And it's your proposal that the number should be 200 kW? Do I understand that right?
A. Yes.
Q. Okay. What's the source of the 200 kW number?

A. It's the same standard that AEP, Ohio Power and Duke have in their tariffs as well. It represents a customer size that is a little bit of a larger customer. The difficulty with those under 200 kW is that they're smaller customers, so the cost of putting in the meter becomes a barrier to their entry into shopping.

Q. It's true, isn't it, that there's no study or analysis in your testimony that shows mathematically that the 100 kW or the 200 kW figure is superior?

A. I don't think it's mathematically here, no, but it is a standard in Ohio, and again, knowing the shopping statistics as they are, the customers that are not shopping are the smaller customers.

Q. Do you know -- strike that.

It's also likely that smaller customers are less sophisticated in terms of their knowledge of their options to switch than larger customers?

A. They could be, but they're also very sensitive to nominal values that require them to install an interval meter at 500 plus dollars.

Q. What's your basis for that statement?

A. Customer experience.

Q. Have you communicated with specific customers who

have told you that?
A. Our sales force has.
Q. In DP&L's service territory?
A. I don't know.
Q. Do you know what DP&L's cost for an interval meter is?
A. The cost to DP&L or the cost that they charge customers?
Q. The cost to the customer.
A. I recall it being around $500.
Q. Do you know how DP&L's charge to customers compares to FirstEnergy's charge to customers?
A. Not exactly.
Q. Do you understand the numbers are pretty close?
A. I don't know.
Q. Turn, if you would, to Page 21, Line -- actually, it starts on Page 20. One of the topics that's addressed in your answer starts at the bottom of Line 20 and extends onto Line 21 and relates to rate ready percentage off billing, right?
A. Yes.
Q. What is rate ready percentage off billing?
A. Rate ready percentage off billing is where a supplier has the ability to provide the utility with one rate that they can translate into the

utility's consolidated billing system which allows the customer's generation portion of their bill to be a guaranteed percent off of the utility's price to compare components.

Q. The idea being that the CRES provider can go to its customer and say we promise you a five percent discount and then have that actually happen through the billing system?

A. Correct. If it's five percent discount off of the utility's price to compare.

Q. And you understand that CRES providers can make that calculation themselves, but describe it as overly burdensome, inefficient and ineffective, right?

A. Yes.

Q. And the reason is that DP&L's price to compare changes several times throughout the year? One of the reasons, right?

A. That's one of the reasons.

Q. Do you know how often DP&L's price to compare changes?

A. Well, it depends. It depends on what component you're referring to and Dona Seger-Lawson's testimony includes that, but we've also attached at the back the components of the PTC. I don't

know if it states on here how often each change, but they're varying as well as whether they are calculated based on a service rendered versus bills rendered basis also varies.

Q. Which chart were you looking to in your testimony? Sorry. Is that SLN-2?

A. Yes.

Q. And why does it matter whether they're on a service rendered or bill rendered basis?

A. What matters is that they're not on a consistent basis, so you have customers who are meter read on different days of the month. There are over 20 meter reading cycles in a month and if you are a service rendered customer, if the PTC change is based on a service rendered component, then any time after the effective date of a tariff change, what you would be required to do would be to prorate that customer's usage based on their meter reading date.

So it's not just that you have PTC components that change at different times throughout the year, you also have the service rendered versus bill rendered, on top of which you have 20 plus meter read cycles for each customer all combined into one. And it would require a supplier to, A,

get every change to a rider in a timely fashion, assuming that DP&L files them that way, program them and then make sure that everything is exact. So that's why it becomes somewhat ineffective, as opposed to providing a rate to the utility when everything is already in their system and it would calculate for you.

Q. Do you know how much it would cost to modify DP&L's billing system to provide that service?

A. I don't know. I do know that, again, the other utilities in this state provide it.

Q. Let's turn to Page 22 of your testimony.

You object to DP&L's 20 cent per consolidated bill and 12 cent per dual bill charge, right?

A. Yes.

Q. And those are charges that are made to CRES providers?

A. Yes.

Q. And have you -- first of all, do you know what EDI costs DP&L incurs to provide consolidated billing or dual billing?

A. Did you say EDI costs?

Q. Yes.

A. No, I don't.

Q. For consolidated billing -- let me step back.

What's the difference between consolidated billing and dual billing?

A. Consolidated billing is the utility provides the bill, the generation charges on the bill. Dual billing is the supplier provides a separate bill for generation services.

Q. And is it true that a customer -- I'm sorry, the CRES providers that are serving residential customers have generally used a consolidated billing methodology?

How about if I strike CRES providers and ask you just about FirstEnergy Solutions.

A. FirstEnergy Solutions typically does, yes.

Q. Now, in that circumstance, does FirstEnergy, when it's a consolidated bill, do you believe that FirstEnergy Solutions should bear some share of the printing and postage costs that are incurred to issue the consolidated bill?

A. I don't think so, because the bill is already going out on behalf of the utility, so I don't think that they should. And the other suppliers in the state don't charge for that.

Q. If DP&L did not offer consolidated billing, then FirstEnergy Solutions would have to incur costs associated with printing of postage to bill

customers, right?
A. Yes.
Q. Okay. With DP&L offering consolidated billing, why should FirstEnergy receive the entirety of the cost savings associated with the fact that now there is one bill instead of two being issued?
A. Well, I think that's a cost effective way to do it, though, if you already have a bill going out by the utility, then if we're just adding our charges to it, it doesn't add anything to that mailing.
Q. Well, I understand that now the costs between DP&L and FES have been cut approximately in half by using consolidated billing, right? At least the cost of printing and postage?
A. Yes.
Q. Okay. The question is, why should FirstEnergy Solutions get the entirety of that cost savings instead of sharing that cost savings with DP&L?
A. Even if that were true, which I'm not suggesting that maybe suppliers shouldn't pay something, but 20 cents per bill is egregious.
Q. Do you know what DP&L's costs are to issue a consolidated bill?

A. No, I don't, but again, the other suppliers in the state don't charge 20 cents per bill.

Again, to me, it's just another barrier for smaller customers or for suppliers to serve smaller customers.

Q. Do you know whether that 20 percent, 20 cent per consolidated bill charge and the 12 cent dual bill charge were approved by the commission in an earlier proceeding?

A. It's in a tariff, so it would have had to have been in a prior proceeding, but just because it was approved then doesn't mean it's appropriate for now.

Q. Turn, if you would, to Pages 23 and 24. The question's at the bottom of 23, but the answer extends onto 24.

A. Okay.

Q. You're describing the DP&L customer switching fee?

A. Yes.

Q. And you describe that DP&L charges that amount to customers instead of to CRES providers? Right?

A. Yes.

Q. And you object to that and say that it should be charged to CRES providers?

A. Yes.
Q. Okay. Earlier you told me that certain costs, for example, associated with implementing a new billing system should be charged to customers instead of to CRES providers.

My question to you is: What standard do you use to determine whether a particular cost should be charged to CRES providers or to customers?
A. I think when I answered that question, it was related specifically to the web-based system.
Q. Right.
A. That's what we were talking about.
Q. It was.
A. And in particular that was about providing a service to easing, if you will, the communication of information to suppliers about customers who wanted to shop. So in that case, the customers who were shopping would benefit from that, and hence the customers who wanted to shop would benefit from that.

Here the difference is this fee gets charged directly to customers. They see the charge on their bill as associated with being able to shop and it's a barrier to them choosing to shop. So in this case the fee can be charged, but it needs

to be charged to the supplier. I think it depends on the charge.

Q. It's true, isn't it, that you do not sponsor any testimony regarding whether DP&L could maintain its financial integrity if your proposals in your testimony were implemented?

A. I don't provide specific testimony about financial integrity of DP&L, but Dr. Lesser does.

Q. Do you believe that it's in FirstEnergy Solutions' best interest that DP&L be able to maintain and provide a stable service?

A. Say that again, please.

Q. Do you believe it is in FES's best interest that DP&L be able to provide stable service?

A. Does stable service mean reliable service?

Q. You can define it that way, yes.

A. I do think that it is in FES's best interest that DP&L be able to provide reliable service and that if in fact reliability I believe is a function of the distribution system and if they need additional funds or support for that, they should file a distribution case.

Q. You do not sponsor any testimony regarding whether DP&L could provide reliable service if your proposals in this case were implemented, do

you?

MR. LANG: Objection to form and ambiguous.

But you can go ahead.

A. I was going to ask you to rephrase it or repeat it, please.

Q. Happy to.

Just so we're clear, there's a difference between having an opinion and sponsoring opinions. The sponsoring opinions are the opinions that are contained in your written testimony.

Do you understand that?

A. Yes.

Q. And it's true, isn't it, that you don't sponsor any opinions in your written testimony regarding whether DP&L could provide reliable service if your various proposals were implemented?

MR. LANG: Same objection as to form.

But go ahead.

A. I don't personally sponsor testimony about how FirstEnergy Solutions' proposals impact DP&L's ability for financial integrity, but Dr. Lesser does. And I, as a general feeling, believe that

it's for DP&L to prove in this case and that they haven't. They're requesting over a billion dollars in subsidies and I believe that those are improper.

Q. Your answer addressed -- actually, let me step back.

MR. SHARKEY: Jim, you have posed a form objection to the question. What's the objection? Because I want to know if I need to fix the question.

MR. LANG: Sure. I wasn't clear what you meant when you referred to the various proposals in the testimony, I wasn't clear whether you were still on like the section in the back about competitive changes or whether you're talking about, you know, everything in the testimony, for example, eliminating the SSR. That wasn't clear.

MR. SHARKEY: Okay. Thank you.

Q. Your answer used the phrase "financial integrity," but I want to ask about reliable service. So, and in responding to your counsel's objection, we'll clean up the question.

Your testimony contains a large number of

proposals that you list. Many, maybe not all of them, but many of them on Page 5, right?

A. Yes.

Q. It's true, isn't it, that there's no place in your testimony where we can go and look and find an analysis that shows whether DP&L could provide reliable service if some or all of your proposals were implemented?

A. There isn't, because many of my proposals relate to competition and competitive electric generation, which I believe is a competitive business. And when you ask about reliable service, to me, again, that's distribution and I believe that those would be addressed in a distribution case.

So, no, my testimony deals with competitive electric generation service and eliminating barriers to competition.

Q. We are approaching a cutoff point where your attorney will need to go to another deposition.

MR. SHARKEY: Let's go off the record for a second.

- - - -

(Thereupon, a discussion was had off the record.)

- - - -

Q. I told you awhile ago that as we approached the end of your deposition that I was going to again ask you whether or not you're aware of any rational economic reason that DPLER would change its business strategies based upon whether or not DP&L received the SSR.

It's now been an hour, maybe two hours since that happened. In the succeeding hour or two, have you thought of anything else that you wanted to add to your prior answers to those questions?

A. Not on my answer to that question, but I certainly haven't been thinking about it. I've been thinking about this.

Q. I understand.

A. So, no. My concern principally in my testimony is about DP&L and their ownership of generation and the subsidies that they're requesting.

Q. I understand that you've been focused on this, but I told you I'd give you an opportunity to answer that question again as we approach the end.

A. Okay.

MR. SHARKEY: Let's go back off the record.

- - - -

(Thereupon, a recess was had.)

- - - -

MR. SHARKEY: I don't have anything else. We're done, Sharon.

THE NOTARY: Signature? I don't know if you still do that with this type of a case.

MR. LANG: Yeah, we still do that.

MR. SHARKEY: Do you want to ask if anybody else on the line has any questions?

MR. LANG: Is there anyone still on the line who wanted to ask questions in say the next 30 seconds?

MR. FINENENG: This is Phil Fineneng, no questions.

MR. LANG: Thank you, Philip. I think we're good.

THE NOTARY: And then the signature?

MR. LANG: We will not waive signature.

- - - -

(Deposition concluded at 1:23 p.m.)

- - - -

SHARON L. NOEWER

C E R T I F I C A T E

The State of Ohio,) SS:
County of Cuyahoga.)

I, Holly C. Calcei, a Notary Public within and for the State of Ohio, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition as above-set forth was reduced to writing by me by means of stenotypy, and was later transcribed into typewriting under my direction; that this is a true record of the testimony given by the witness; that said deposition was taken at the aforementioned time, date and place, pursuant to notice or stipulations of counsel; that I am not a relative or employee or attorney of any of the parties, or a relative or employee of such attorney or financially interested in this action; that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Cleveland, Ohio, this 15th day of March, A.D. 20 13.

NOTARIAL SEAL STATE OF OHIO

Holly C. Calcei, Notary Public, State of Ohio
1750 Midland Building, Cleveland, Ohio 44115
My commission expires March 13, 2015

C E R T I F I C A T E

The State of Ohio,) SS:
County of Cuyahoga.)

I, Holly C. Calcei, a Notary Public within and for the State of Ohio, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition as above-set forth was reduced to writing by me by means of stenotypy, and was later transcribed into typewriting under my direction; that this is a true record of the testimony given by the witness; that said deposition was taken at the aforementioned time, date and place, pursuant to notice or stipulations of counsel; that I am not a relative or employee or attorney of any of the parties, or a relative or employee of such attorney or financially interested in this action; that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Cleveland, Ohio, this ____ day of _____, A.D. 20 ___.

_____
Holly C. Calcei, Notary Public, State of Ohio
1750 Midland Building, Cleveland, Ohio 44115
My commission expires March 13, 2015

ERRATA SHEET

To the reporter:

I have read the entire transcript of my deposition taken on March 12, 2013. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the signature page and authorize you to attach the same to the original transcript.

Page	Line	Change	Reason
4	5	"DP&L" should be "PPL"	Typographical error
12	17	"shouldn't" should be "should"	Typographical error
19	3	"Harrington" should be "Herrington"	Typographical error
30	25	"in" should be "and"	Typographical error
32	16	"billing" should be "billion"	Typographical error
70	19	"plaintiffs" should be "plans for"	Typographical error
106	8	"Hagens" should be "Hagans"	Typographical error
106	16 and 19	"Hagens'" should be "Hagans'"	Typographical error
106	18	"he" should be "she"	Typographical error
108	11	"billing" should be "billion"	Typographical error
123	16 and 17	"Fineneng" should be "Sineneng"	Typographical error

3/19/13
Date

Sharon L. Noewer
Sharon L. Noewer

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Case No(s). 12-0426-EL-SSO, 12-0427-EL-ATA, 12-0428-EL-AAM, 12-0429-EL-WVR, 12-0672-EL-RDR

Summary: Deposition of Sharon L. Noewer (Part 2 of 2) electronically filed by Mr. Jeffrey S Sharkey on behalf of The Dayton Power and Light Company