

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of The)
Dayton Power and Light Company for) Case No. 16-0395-EL-SSO
Approval of its Electric Security Plan.)

In the Matter of the Application of The)
Dayton Power and Light Company for) Case No. 16-0396-EL-ATA
Approval of Revised Tariffs.)

In the Matter of the Application of The)
Dayton Power and Light Company for) Case No. 16-0397-EL-AAM
Approval of Certain Accounting Authority) Pursuant to Ohio Rev. Code §4905.13.)

**INITIAL BRIEF
BY
THE EDMONT NEIGHBORHOOD COALITION
AND
OHIO PARTNERS FOR AFFORDABLE ENERGY**

Edgemont Neighborhood Coalition
Advocates for Basic Legal Equality, Inc.
Ellis Jacobs, Attorney
130 W. Second Street, Suite 700 East
Dayton, Ohio 45402
Telephone: (937) 535-4419
ejacobs@ablelaw.org

Ohio Partners for Affordable Energy
Colleen Mooney, Attorney
PO Box 12451
Columbus, Ohio 43212
Telephone: (614) 488-5739
cmooney@ohiopartners.org

May 5, 2017

TABLE OF CONTENTS

I.	Introduction.....	3
II.	The Amended Stipulation is the Product of Serious Bargaining Among Capable, Knowledgeable Parties.....	4
III.	The Amended Stipulation, as a Package, Benefits Ratepayers and the Public Interest	8
IV.	The Amended Stipulation Violates No Important Regulatory Principle or Practice	14
V.	The ESP is more favorable in the aggregate than an MRO.....	17
VI.	Conclusion.....	19

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of The)
Dayton Power and Light Company for) Case No. 16-0395-EL-SSO
Approval of its Electric Security Plan.)

In the Matter of the Application of The)
Dayton Power and Light Company for) Case No. 16-0396-EL-ATA
Approval of Revised Tariffs.)

In the Matter of the Application of The)
Dayton Power and Light Company for) Case No. 16-0397-EL-AAM
Approval of Certain Accounting Authority)
Pursuant to Ohio Rev. Code §4905.13.)

**INITIAL BRIEF
BY
THE EDMONT NEIGHBORHOOD COALITION
AND
OHIO PARTNERS FOR AFFORDABLE ENERGY**

I. Introduction

The Edgemont Neighborhood Coalition (“Edgemont”) and Ohio Partners for Affordable Energy (“OPAE”) , advocates for low-income residential customers of The Dayton Power and Light Company (“DP&L”), hereby submit to the Public Utilities Commission of Ohio (“Commission”) this initial brief in these proceedings to consider this Electric Security Plan (“ESP”) of DP&L. Edgemont and OPAE are signatory parties to the Amended Stipulation and Recommendation (“Amended Stipulation”) filed March 14, 2017 in these cases. Joint Exhibit (“Ex.”) 1. A stipulation before the Commission must (i) be the product of serious bargaining among capable, knowledgeable parties, (ii) as a package, benefit ratepayers and the public interest, and (iii) not violate any important regulatory

principle or practice. Staff Ex. 2 at 3. The Commission should find that the Amended Stipulation meets its three-part test for the reasonableness of stipulations and approve the Amended Stipulation in its entirety.

II. The Amended Stipulation is the Product of Serious Bargaining among Capable, Knowledgeable Parties.

The first part of the Commission's three-part test for the reasonableness of stipulations is that the stipulation must be the product of serious bargaining among capable, knowledgeable parties. In addition to Edgemont and OPAE, the other signatory parties to the Amended Stipulation are DP&L, DPL Inc. ("DPL"), the City of Dayton, Interstate Gas Supply, Inc./IGS Energy, the Retail Energy Supply Association, the Ohio Hospital Association, Ohio Energy Group, the Kroger Company, People Working Cooperatively, Inc. ("PWC"), and the Staff of the Commission ("Staff"). Parties who have agreed not to oppose the Amended Stipulation are Industrial Energy Users-Ohio, Ohio Manufacturers' Association Energy Group, Honda of American, Mfg., Inc., and EnerNOC, Inc.

The signatory and non-opposing parties are knowledgeable of regulatory matters before the Commission, regularly participate in proceedings, employ experts in the industry, and are represented by experienced and competent counsel. The terms of the Amended Stipulation represent serious bargaining among all parties to find a mutually acceptable agreement for all parties. Concessions were made by the parties to mitigate the litigation risk inherent in proceedings before the Commission. Staff Ex. 2 at 3-4.

The Commission considers the first part of its three-part test satisfied if no parties were purposely excluded from settlement negotiations. *Duke Energy Ohio*, Case No. 15-534-EL-RDR, Opinion and Order (October 26, 2016) at 31. The parties that participated in the settlement negotiations for the Amended Stipulation are listed at DP&L Ex. 3 at 5-6. The Office of the Ohio Consumers' Counsel ("OCC") did not sign the Amended Stipulation, but participated in the settlement negotiations. *Id.* at 6-7. OCC was not excluded from the settlement negotiations. *Id.* at 6.

OCC's witness James D. Williams states that the Amended Stipulation is not a product of serious bargaining because the Amended Stipulation focuses on serving the "self-interests of a few signatory parties and not the diverse interests of customers, including residential customers, as a whole." OCC Ex. 13 at 6. He states that "there is not a single signatory party that represents the exclusive interests of all residential customers across DP&L's service territory." Given that OCC is the only entity with a statutory basis to claim that it represents all residential customers, OCC is claiming that OCC's signature is necessary to meet the first part of the three-part test. The Commission has rejected this OCC claim countless times.

The Commission has found that a stipulation with signatory parties comprised only of the utility and the Staff of the Commission represents diverse interests and satisfies the first part of the three-part test. *Duke Energy Ohio*, Case No. 15-534-EL-RDR, Opinion and Order (October 26, 2016) at 31. The Staff, a signatory party to the Amended Stipulation here, has an interest in

balancing the concerns of all of Ohio's ratepayers and ensuring reliable service and fair rates. Id. Therefore, the Staff's signature alone refutes OCC's argument that the Amended Stipulation lacks signatories with diverse interests, including the interests of the entire residential class.

The Commission has also consistently found that one party cannot effectively nullify a stipulation. *Dominion Retail v. Dayton Power and Light*, Case No. 03-2405-EL-CSS, Opinion and Order (February 2, 2015) at 18; Entry on Rehearing (March 23, 2005) at 7; *In re Ohio Edison Co., Cleveland Elec. Illum. Co., Toledo Edison Co.*, Case No. 14-1297-EL-SSO, Opinion and Order (March 31, 2016) at 43; *AEP Ohio*, Case No. 14-1693-EL-RDR, et al., Opinion and Order (March 31, 2016) at 52-53; *Duke Energy Ohio*, Case No. 15-534-EL-RDR, Opinion and Order (October 26, 2016) at 11-12. One particular party's signature is not needed for diversity.

OCC's Williams also states that "three groups representing some low-income customers" hardly represent a diversity of interests. OCC Ex. 13 at 7. OCC is arguing that OPAE, Edgemont, and PWC do not amount to a diversity of residential interests on a settlement agreement. The Commission has never found that OCC's agreement to a stipulation is necessary for a diversity of interests to exist. The Commission has consistently recognized that OPAE represents low-income residential customers. The Commission has noted that OPAE is a nonprofit organization representing the interest of over sixty nonprofit organizations providing energy assistance, weatherization, energy efficiency, and consumer education programs throughout the state of Ohio with the purpose to

promote affordable energy policies and preserve access to essential energy services for all Ohioans. In addition, the Commission has noted that OPAE members operate bill payment assistance, weatherization, energy efficiency, and consumer education programs throughout Ohio. The Commission has found that OPAE's ultimate clientele is primarily low and moderate-income residential consumers and that OPAE is an advocate on behalf of low and moderate-income customers. *AEP Ohio*, Case No. 14-1693-EL-RDR, et al., Opinion and Order (March 31, 2016), at 53.

Edgemont is a nonprofit corporation based in a low-income, African-American neighborhood in Dayton, Ohio served by DP&L. Edgemont works to expand economic and education opportunities and improve the quality of life for its members and all residents of the neighborhood. Edgemont has long been concerned with utility matters and for the past twenty years has actively participated in numerous cases before the Commission, including cases involving DP&L. Edgemont Motion to Intervene at 2.

PWC provides weatherization and energy management services to low-income residential customers. PWC has also intervened in numerous cases before the Commission on behalf of the residential customer interests it represents. PWC Motion to Intervene at 1-2.

Therefore, there is no question that the Amended Stipulation is the product of serious bargaining among capable, knowledgeable parties, including parties that represent the residential class. The first part of the Commission's three-part test for the reasonableness of stipulations has been satisfied.

II. The Amended Stipulation benefits ratepayers and the public interest.

The second part of the Commission's three-part test for the reasonableness of stipulations is that the stipulation must benefit ratepayers and the public interest. Staff witness Donlon testified that the Amended Stipulation benefits consumers and the public interest. Staff Ex. 2 at 4. The Amended Stipulation, through the Distribution Modernization Rider ("DMR"), provides DP&L with funds needed to access the capital market at favorable interest rates to ensure investment in DP&L's distribution system. Without the ability of DP&L to secure capital at reasonable rates, DP&L's ratepayers could be in a worse situation in the future when DP&L would be subject to higher interest rates. Accessing the capital market will enable DP&L to procure funds to jumpstart its distribution grid modernization initiatives. The Amended Stipulation also provides economic development incentives for DP&L's service territory, enhancements to the competitive market, a smart grid rider, and a grid modernization plan. Staff Ex. 2 at 4.

DP&L witness Sharon R. Schroder testified that the Amended Stipulation benefits the public interest. DP&L Ex. 3 at 9. She testified that the Amended Stipulation provides DP&L with funds to pay interest obligations on existing debt and make discretionary debt prepayments. The Amended Stipulation also establishes mechanisms that facilitate investments allowing DP&L to maintain and modernize its transmission and distribution infrastructure. *Id.* The Amended

Stipulation will allow DP&L to maintain its financial integrity and continue to provide safe and reliable service to customers.

DP&L will be able to collect \$105 million per year through the DMR to pay down debt. The DMR is needed to allow DP&L to maintain access to reasonably priced debt, so it can borrow money at reasonable rates to maintain and make investments in DP&L's distribution system. Id. at 10. The Distribution Infrastructure Rider ("DIR") is designed to allow DP&L to make investments in its distribution system. The DIR will initially be set at zero and will recover incremental distribution capital investments. The Smart Grid Rider ("SGR"), which will recover costs of DP&L's grid modernization investments, will also initially be set at zero. Id. at 11. The Reconciliation Rider will allow DP&L to recover for six years certain costs associated with DP&L's contractual commitments to Ohio Valley Electric Corporation ("OVEC"). DP&L will sell its share of the output from the OVEC plants into the PJM wholesale market and will net the proceeds against DP&L's share of the costs. Customers will be credited or charged with the difference between the two amounts on a bypassable basis. Id. at 14.

Under the Amended Stipulation, a typical residential customer taking DP&L's Standard Service Offer ("SSO") using 1,000 kWh per month would see a decrease off the current bill from \$112.41 to \$112.16, a \$0.25 decrease or 0.22% off the current bill. For that customer, the DMR is an increase of \$3.86, the Reconciliation Rider an increase of \$1.85; the Regulatory Compliance Rider an increase of \$0.54, the Economic Development Rider an increase of \$0.47, and

the Energy Efficiency Rider a decrease of \$1.00. The SSO rate would decrease by \$5.97. DP&L Ex. 3, Ex. A at 1 of 36.

Ms. Schroder discussed the Amended Stipulation's benefits for low-income customers. DP&L will contribute \$765,000 per year in shareholder funds for the term of the DMR to support low-income residential customers through bill payment assistance and economic development programs. The Amended Stipulation also provides an additional \$200,000 per year to fund programs that assist DP&L's low-income, elderly and disabled customers. DP&L Ex. 3 at 16.

Cherish Cronmiller of the Community Action Partnership of Dayton ("CAP") testified on behalf of Edgemont and OPAE in support of the Amended Stipulation. Edgemont-OPAE Ex. 1. The Amended Stipulation provides for annual assistance to support consumers at or below 200% of the federal poverty line or those at risk of losing electric service. The Amended Stipulation is consistent with Ohio Revised Code ("R.C.") Section 4928.02(L) in protecting at-risk populations. The assistance for low-income customers is consistent with the State's policy and benefits ratepayers and the public interest.

Ms. Cronmiller testified that the Amended Stipulation represents an increase in the amount of low-income customer assistance last received in 2014. The increased assistance in the Amended Stipulation will allow CAP to help more customers in need. These funds will be used to fill a gap between Summer Crisis and Winter Crisis dollars through the Home Energy Assistance Program that helps people with a utility shut-off or people who are attempting to get back onto a payment plan or assistance program.

Ms. Cronmiller testified that in Montgomery County nearly one in five people, 19.6 percent, were living below the poverty line in 2014. This is a significant increase from 14.6 percent in 2007, the year the documented recession began. Median household incomes for Montgomery County have fallen, about \$7,500 since 2007. One cause of the high poverty rate is that higher-paying, full-time jobs are being replaced with jobs that do not pay a living wage, or jobs that are part-time or temporary. Utility costs were cited as the major housing concern for over 46% of CAP customers, and of those, 53% cited utility assistance as their greatest overall need. These statistics correlate to figures released by the Bureau of Labor Statistics last year: in the \$15,000 to \$19,999 yearly income range, 11.1% of income is spent on utilities, versus a household income of over \$150,000, which spends only 4.8% of income on utilities.

In most of the counties in the DP&L service territory, more than 30 percent of all households would be eligible for benefits from the funding provided in the Amended Stipulation. The need for assistance with electric service payments is staggering. In the 2016 Winter Crisis program in Montgomery County, twice as many funds were expended for electric service than for natural gas service, and in rural counties like Darke and Preble, eight times as much was paid out in electric assistance over natural gas assistance (though it should be noted that rural counties rely heavily on propane and fuel oil). The terms of the Amended Stipulation will provide substantial benefits to low-income customers. OPAE-Edgemont Ex. 1.

OCC witness Williams states that the settlement does not benefit customers and the public interest because DP&L customers will be charged an additional \$105 million annually for the DMR, “an uncapped and unspecified amount of money” through the DIR, and costs through the SGR that “are unknown and subject to no limitations in the Settlement.” *Id.* at 7-9. He also criticizes DP&L’s monthly bill impact calculation of \$(0.25) per month for a residential customer taking the SSO using 1,000 kWh per month because DP&L “did not include the full bill impact including the pending base rate case, DIR, SGR, and the many other riders that DP&L and others agreed upon.” He states that without the Amended Stipulation, the SSO customer using 1,000 kWh per month would see a \$5.97 bill reduction due to the reduction in the SSO rate. *Id.* at 12. He claims that \$750,000 in assistance to low-income customers “does not address the needs of all at-risk consumers across the entire DP&L service territory” and he refers to “the vast amount of money DP&L will collect from customers under the Amended Stipulation”. *Id.* at 13. Likewise, OCC witness Matthew J. Kahal calls the shareholder contribution for low-income customer assistance a “sham and a fiction” and claims that the DMR is set at a level to recover the shareholder contributions. OCC Ex. 12A at 26.

OCC’s criticism of the Amended Stipulation assumes that OCC would prevail in its litigation position in these proceedings and future base rate and rider proceedings. This is highly unlikely. The signatory and non-opposing parties to the Amended Stipulation reached a compromise of their positions given the risk inherent in proceedings before the Commission. Staff Ex. 2 at 3-4.

The residential customer taking SSO service and using 1,000 kWh a month currently pays a bill of \$112.41 in that month, and the immediate impact for the customer under the Amended Stipulation is a bill decrease of \$0.25. DP&L Ex. 3A at Ex. 1. OCC refers to the shareholder contribution for low-income customers in the Amended Stipulation as a “sham” and a “fiction” but even if OCC prevailed and nothing came from this case but a \$5.97 monthly reduction to the SSO rate for an SSO residential customer using 1,000 kWh, the bill would be \$106.44. A low-income customer might still need assistance to pay that bill. The shareholder funds will be there to help that low-income customer pay the bill and avoid disconnection or have service restored. OCC advocates for no savings anywhere near sufficient to help a low-income customer pay a monthly bill in a time of financial distress. In a compromise of the parties’ positions as represented by the Amended Stipulation, DP&L agreed to provide shareholder funds for bill payment assistance for low-income residential customers. This benefits ratepayers and the public interest.

In addition, OCC ignores all the other benefits of the Amended Stipulation, including provisions for DP&L to access the capital market at favorable interest rates to ensure investment in DP&L’s distribution system. Without the ability of DP&L to secure capital at reasonable rates, DP&L’s ratepayers could be in a worse situation in the future. Accessing the capital market will also enable DP&L to procure funds to jumpstart its distribution grid modernization initiatives. The Amended Stipulation also provides economic development incentives for DP&L’s service territory and enhancements to the competitive market. Staff Ex. 2 at 4.

The Commission should find that the Amended Stipulation benefits ratepayers and the public interest. The Amended Stipulation satisfies the second part of the Commission's three-part test for the reasonableness of stipulations.

III. The Amended Stipulation violates no public policy or practice.

The third part of the Commission's three-part test for the reasonableness of stipulations is that the stipulation must not violate any public policy or practice. Staff witness Donlon testified that the Amended Stipulation violates no important regulatory principle or practice. Based on the Staff's experience, its involvement in this proceeding, and its review of the Amended Stipulation, Staff concludes that the Amended Stipulation complies with all relevant and important principles and practices. Staff Ex. 2 at 4. In addition, R. C. 4928.02(C) and (D) state that it is the policy of the State to encourage modernization of the distribution grid, the offerings of innovative services, and the diversity of supply and suppliers. The Amended Stipulation will further this policy through the deployment of advanced technology and by enabling competitive providers to offer innovative products and services to customers in Ohio. Id. at 6.

DP&L's witness Schroder also testified that the Amended Stipulation does not violate any important regulatory principle. DP&L Ex. 3 at 19. As stated above, under the Amended Stipulation, a residential customer using 1,000 kWh per month on DP&L's standard service offer can expect a monthly bill decrease of \$0.25. Id. at 20. Ms. Schroder also testified that the Amended Stipulation complies with the policy of the State as set forth at R.C. 4928.02(A) through (N).

Id. at 21-22. The Amended Stipulation protects at-risk populations by committing over \$750,000 per year in shareholder dollars to benefit consumers at or below 200% of the federal poverty line or customers at risk of losing electric service. This complies with R.C. 4928.02(L), the State's policy to protect at-risk populations. Id. at 22.

OCC witness Michael P. Haugh complains about the Amended Stipulation's payments to some signatory parties. OCC Ex. 11 at 12. He states that in Case No. 05-376-EL-UNC, the Commission stated in its Order on Remand that such provisions are strongly disfavored and are highly likely to be stricken from any future stipulation submitted to the Commission for approval. Id. at 12. However, in that Order on Remand, the Commission approved the provisions and noted the exceptional nature of Case No. 05-376-EL-UNC. Order on Remand Case No. 05-376-EL-UNC (February 11, 2015) at 11-12. The Commission referred to circumstances of the case, including the hard work of the signatory parties in reaching the stipulation and the lengthy procedural history of the case. Id.

The instant case also involved much hard work for the signatory and non-opposing parties in reaching the Amended Stipulation. Numerous negotiating sessions were held and proceeded over a period of months. DP&L Ex. 3 at 5. Countless hours were devoted to the negotiating process and to the exchange of language and information associated with the terms of the Amended Stipulation. Id. Parties made extensive comments on DP&L's proposals and DP&L made significant compromises, changes, and additions to its proposals to

accommodate the requests of parties. *Id.* at 7. Therefore, the evidence of record shows that the instant case also involves circumstances of hard work over a long period of time on the part of the signatory and non-opposing parties. The Commission should find, as it did in Case No. 05-376-EL-UNC, that the Amended Stipulation's provisions for cash payments are justified.

In addition, the Commission has addressed arguments regarding "favor trading" and declined to conclude that benefits received by signatory parties to a stipulation were the sole motivation of the party in support of the stipulation. *FirstEnergy Corp.*, Case No. 14-1297-EL-SSO, Fifth Entry on Rehearing (October 12, 2016) at 104; citing *FirstEnergy Corp.*, Case No. 14-1297-EL-SSO, Opinion and Order at 44-45. The Commission should follow its precedent and reject OCC's effort to malign the Amended Stipulation and the signatory and non-opposing parties on the basis of what OCC believes to be the motivations of the signatory parties to sign the Amended Stipulation and the motivations of the non-opposing parties not to oppose the Amended Stipulation.

Therefore, the Commission should find that the third part of the Commission's three-part test for the reasonableness of stipulations has been satisfied. The Amended Stipulation does not violate any important public policy or practice.

V. The ESP is more favorable in the Aggregate than a Market Rate Offer (“MRO”).

Staff witness Donlon testified that the Amended Stipulation’s ESP is more favorable in the aggregate than a Market Rate Offer (“MRO”), when considering the Amended Stipulation as a whole, including the proposal to implement the new DMR. Staff Ex. 2 at 5. Given that the ESP’s generation rates for SSO load are based on market-based auction prices, there should be no difference between market-based generation rates under an MRO filing or an ESP filing. The DMR revenues, which are costs to customers, would have no impact on the ESP versus MRO test because equivalent revenues could potentially be recovered through an MRO application under R. C. 4928.142(D)(4) or an ESP application under R.C. 4928.143(B)(2)(h). Staff Ex. 2 at 6.

In addition, the Amended Stipulation provides additional quantitative and qualitative benefits. These additional benefits could exceed \$9 million over the three-year term of the DMR and would further increase if the DMR term is extended. The \$9 million in additional incentives promote competition, reliability, economic development, and energy efficiency as well as provide support for at-risk populations in DP&L’s service territory. These incentives are entirely funded by shareholders and should also be considered qualitative benefits when evaluating the ESP versus the MRO. Staff Ex. 2 at 5-6.

DP&L’s witness R. Jeffrey Malinak also testified that the terms and conditions of the Amended Stipulation’s ESP make it more favorable in the aggregate as compared to the results expected under an MRO. DP&L Ex. 2A at

4. He identified quantifiable benefits totaling at least \$11.5 million in payments from shareholders over the life of the Amended Stipulation that would not be available under an MRO, significant non-quantifiable benefits from more rapid and robust grid modernization, and commitments from DP&L's parent AES Corporation ("AES") regarding dividends and tax payments that provide additional cash flow available for debt service and improving DP&L's overall financial health. DP&L Ex. 2A at 4.

Mr. Malinak testified that under an MRO without the non-bypassable DMR or the bypassable Reconciliation Rider, DP&L would be in financial distress and have a significantly increased risk of default with its attendant disruption of operations. DP&L's ability to provide safe and reliable service to its customers would be in peril. DP&L Ex. 2A at 5. The Commission could approve the DMR and the Reconciliation Rider under an MRO as well as under the Amended Stipulation's ESP, making the aggregate test a wash as it pertains to these riders. DP&L Ex. 2A at 17. The Amended Stipulation's ESP and the MRO would have the same quantifiable rate impact.

However, the non-quantifiable benefits of the Amended Stipulation's ESP include more robust grid modernization and the agreement by AES and DPL, Inc., to forego dividend and tax payments and to convert both existing and future foregone tax payments to permanent equity, none of which is available under an MRO. Id. at 18. In addition, if DP&L had insufficient funds to provide safe and stable service to customers or invest in grid modernization, the adverse effect on customers would be substantial. Id.

The DMR and Reconciliation Rider are both designed to ensure that DP&L can maintain its financial integrity and continue to provide safe and reliable service as well as invest in grid modernization. Under an MRO without such charges, DP&L would experience financial distress, while under the Amended Stipulation's ESP, DP&L will be able to maintain its financial integrity, which will allow it to achieve its service and grid modernization goals. *Id.* at 20. Thus, the Commission should find that the Amended Stipulation's ESP is more favorable in the aggregate than an MRO.

VI. Conclusion

The Commission should find that the Amended Stipulation meets its three-part test for the reasonableness of stipulations and should approve the Amended Stipulation in its entirety.

Respectfully submitted,

/s/Colleen Mooney

Colleen L. Mooney
Ohio Partners for Affordable Energy
PO Box 12451
Columbus, Ohio 43212
Telephone: (614) 488-5739
cmooney@ohiopartners.org
(electronically subscribed)

/s/Ellis Jacobs

Ellis Jacobs
Edgemont Neighborhood Coalition
Advocates for Basic Legal Equality, Inc.
130 W. Second Street, Suite 700 East
Dayton, Ohio 45402
Telephone: (937) 535-4419
ejacobs@ablelaw.org
(electronically subscribed)

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Initial Brief of the Edgemont Neighborhood Coalition and Ohio Partners for Affordable Energy will be served electronically upon the persons listed below who are electronically subscribed this 5th day of May 2017.

/s/Colleen Mooney
Ohio Partners for Affordable Energy
(accepting service via email)

SERVICE LIST

cfaruki@cficlaw.com
djireland@ficlaw.com
jsharkey@ficlaw.com
Michael.schuler@aes.com
Bojko@carpenterlipps.com
perko@carpenterlipps.com
William.michael@occ.ohio.gov
Kevin.moore@occ.ohio.gov
dboehm@BKLawfirm.com
mkurtz@BKLawfirm.com
jkylercohn@BKLawfirm.com
fdarr@mwncmh.com
mpritchard@mwncmh.com
mfleisher@elpc.org
joliker@igsenergy.com
tdougherty@theOEC.org
rsahli@columbus.rr.com
tony.mendoza@sierraclub.org
Kristin.henry@sierraclub.org
gpolous@eneroc.com
mdortch@kravitzllc.com
rparsons@kravitzllc.com
rick.sites@ohiohospitals.org
mwarnock@bricker.com
dborchers@bricker.com
dparram@bricker.com
jdoll@djflawfirm.com
mcrawford@djflawfirm.com
slessor@calfee.com
jlang@calfee.com

talexander@calfee.com
amy.spiller@duke-energy.com
elizabeth.watts@duke-energy.com
gthomas@gtpowergroup.com
stheodore@epsa.org
cpirik@dickensonwright.com
vvorys@dickinsonwright.com
Jeffrey.mayes@monitoringanalytics.com
Evelyn.robinson@pjm.com
Schmidt@sppgrp.com
mjsettineri@vorys.com
smhoward@vorys.com
glpetrucci@vorys.com
ibatikov@vorys.com
jstock@beneschlaw.com
thomas.mcnamee@ohioattorneygeneral.gov
natalia.messenger@ohioattorneygeneral.gov

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/5/2017 1:51:09 PM

in

Case No(s). 16-0395-EL-SSO, 16-0396-EL-ATA, 16-0397-EL-AAM

Summary: Brief electronically filed by Colleen L Mooney on behalf of Edgemont Neighborhood Coalition and Ohio Partners for Affordable Energy