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Via E-file

February 16, 2018

Public Utilities Commission of Ohio
PUCO Docketing
180 E. Broad Street, 10th Floor
Columbus, Ohio 43215

In re: Case No. 17-2132-EL-AEC

Dear Sir/Madam:

Please find attached the JOINT STIPULATION AND RECOMMENDATION between Ohio Power Company and Acero Junction Inc. e-filed today in the above-referenced docket.

Please place this document of file.

Respectfully yours,

A handwritten signature in blue ink that reads "Jody Kyler Cohn". The signature is stylized and cursive.

Michael L. Kurtz, Esq.
Jody Kyler Cohn, Esq.

BOEHM, KURTZ & LOWRY

MLKkew
Attachment

Cc: Thomas W. McNamee, Assistant Attorney General (via email)
Public Utilities Commission of Ohio

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Application for Approval of an Economic Development Arrangement between Ohio Power Company and Acero Junction Inc.	: : :	Case No. 17-2132-EL-AEC
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JOINT STIPULATION AND RECOMMENDATION

I. INTRODUCTION

Ohio Adm. Code 4901-1-30 provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. This document sets forth the understanding and agreement of the Parties who have signed below ("Signatory Parties") and jointly present to the Public Utilities Commission of Ohio ("Commission") this Joint Stipulation and Recommendation ("Stipulation") in order to resolve all of the issues that have been or could have been raised in this proceeding through the Joint Application for Approval of an Economic Development and Reasonable Arrangement ("Application") filed by Acero Junction Inc. ("Acero Junction" or "Customer") and Ohio Power Company ("AEP Ohio" or "Company") on October 18, 2017.

This Stipulation is supported by adequate data and information, is the product of serious bargaining among capable, knowledgeable parties, represents a just and reasonable resolution of issues in this proceeding, benefits customers and the public interest, violates no regulatory principle or precedent, and complies with and promotes the policies and requirements of Title 49 of the Ohio Revised Code. The Stipulation represents an accommodation of the diverse interests represented by the Signatory Parties and, though not binding, is entitled to careful consideration by the Commission. For purposes of resolving the issues raised by this proceeding, the Signatory Parties agree to fully support adoption of the Stipulation without modification in this proceeding.

II. SIGNATORY PARTIES

The Stipulation is entered into by and among:

Staff of the Public Utilities Commission of Ohio (“Staff”)
Acero Junction Inc.
Ohio Power Company

III. RECITALS

WHEREAS, on October 18, 2017, Acero Junction and AEP Ohio filed the Application in the above-captioned proceeding pursuant to R.C. 4905.31 and Ohio Adm. Code 4901:1-38-03 and 4901:1-38-05;

WHEREAS, the Signatory Parties found common ground with respect to the complex issues raised in this proceeding;

NOW THEREFORE, the Signatory Parties agree and recommend resolution of the Application and related issues through this Stipulation.

IV. JOINT RECOMMENDATIONS OF SIGNATORY PARTIES

- A) **Term and Effective Date of Arrangement.** The term of the Economic Development and Reasonable Arrangement between Customer and AEP Ohio (“Arrangement”) shall commence immediately after the date of a Commission order approving the Application. The term of the Arrangement shall end May 31, 2024. While the end of the Arrangement term is designed to coincide with the end of AEP Ohio’s pending ESP proposal in Case No. 16-1852-EL-SSO, this Arrangement will continue in effect irrespective of the results of any legal review of that ESP proposal. Beginning on the effective date of the Arrangement, Acero Junction and AEP Ohio will enter into a written contract that is consistent with the Joint Application approved by the Commission in this proceeding, which will be filed at the Commission. A draft contract is attached as Exhibit 1 to this Stipulation. If Acero Junction does not follow applicable terms and conditions of AEP Ohio’s tariffs, then AEP Ohio will have good cause to request that the Commission terminate the Arrangement.
- B) **General Terms and Conditions Applicable Throughout Arrangement Term.**
1. Once its Electric Arc Furnace (“EAF”) starts commercial operation, Customer will receive a monthly rate credit as set forth in the AEP Ohio interruptible power (“IRP”) tariff subject to approval in Case No. 16-1852-EL-SSO, or its successor, based upon Customer’s actual interruptible demand up to a maximum of 120 MW of Customer’s interruptible load. The 120 MW total can include the rolling mill, Continuous Caster, and/or EAF load. In order to receive the monthly IRP credit for the 120 MW total load, Customer will comply with the applicable terms and conditions of the IRP tariff subject to approval in Case No. 16-1852-EL-SSO. The costs of the IRP rate credit will be collected from customers in the same manner as other IRP tariff costs. Customer’s receipt of a monthly IRP rate credit pursuant to this

provision will be subject to any total IRP credit cap established in Case No. 16-1852-EL-SSO. If Customer receives an IRP credit for 120 MW of interruptible load as described herein, that load will constitute the total amount of the “New Industry IRP” outlined in Section III.I.5 of the Joint Stipulation and Recommendation filed on August 25, 2017 in Case No. 16-1852-EL-SSO.

2. Customer will have the opportunity to bid its interruptible capability into the PJM Reliability Pricing Model (“RPM”) auctions or participate in any other PJM demand response program occurring during the term of the Arrangement and to retain any revenue from PJM associated with that interruptible capability.
3. If the AEP Ohio IRP tariff subject to approval in Case No. 16-1852-EL-SSO, or its successor, is rejected, suspended, or terminated after the date upon which Customer begins taking service under the tariff, then Customer shall have the option to continue to receive an interruptible rate credit under the same terms and conditions set forth in the rejected, suspended, or terminated IRP tariff throughout the term of the Arrangement and subject to the IRP credit cap set forth in paragraph 13(B)(I)(1) as well as the requirements of paragraph 13(B)(I)(6) of the Application.
4. If the monthly rate credit received by Customer under the IRP tariff is not sufficient to completely offset 85% of Customer’s monthly transmission and distribution (collectively, “wires”) charges, then Customer will receive an additional monthly Economic Development rate credit in an amount necessary to offset 85% of Customer’s wires charges. The Economic Development rate credit calculation will exclude state kilowatt hour tax charges, which Acero will self-assess. The costs of any Economic Development rate credit will be collected through AEP Ohio’s Economic Development Rider (“EDR”). The total Economic Development rate credit received by Customer during the term of the Arrangement will be capped at \$26.2 million.
5. Customer agrees not to file a request at the Commission asking to amend this Arrangement by increasing the Economic Development rate credit cap set forth herein or to seek a new reasonable arrangement with respect to the facility as described in the Application effective before June 1, 2024. Additionally, although R.C. 4905.31 allows otherwise, Customer shall not renew the Arrangement nor begin a new economic development or reasonable arrangement with respect to the facility as described in the Application for two years after the expiration of the Arrangement. Nonetheless, if after the expiration of the Arrangement, but before the end of the two-year stay out described herein, one of the following events occurs, or has occurred in the case of part (ii) of this paragraph, Customer may apply for a new economic development or reasonable arrangement: (i) changes in the applicable legal or regulatory structure for electric service occur that materially and adversely affect Customer; (ii) increases of 25% or more in total wires charges for Customer’s facility occur over any 24-month period after the effective date of the Arrangement; (iii) material growth or expansion opportunities occur at Customer’s facility that will create significant economic development in the area; or (iv) the Commission approves an economic development or reasonable arrangement for an entity in competition with Customer. Notwithstanding any other provision of the Arrangement or this Stipulation, if Customer plans to construct a second EAF, then it shall be permitted to seek a new economic development or reasonable arrangement with respect to the second EAF.
6. Customer will retain the right to participate in AEP Ohio’s Basic Transmission Cost Rider (“BTCR”) pilot program, or its successor, as a member of the Ohio Energy Group throughout the term of the Arrangement. If AEP Ohio’s BTCR pilot program, or its successor, is suspended or terminated during the term of the Arrangement, then Customer and Company

will jointly attempt to develop a replacement program that would allow, subject to Commission approval, Customer to reduce its transmission expense by managing its transmission peak demand and that replicates the BTCR pilot as much as reasonably practicable.

7. In order to ensure that Customer makes some contribution to AEP Ohio's fixed costs, the Arrangement cannot result in a negative monthly bill for Customer. If the IRP credit would otherwise result in a negative monthly bill for Customer in the absence of any Economic Development rate credit, then any IRP revenue cap established in Case No. 16-1852-EL-SSO as it pertains to the Arrangement will be reduced only by the amount necessary to produce zero wires charges for Customer in that month.
8. Customer commits to have a minimum of 270 full-time employees at the EAF, LMF, HSM and Continuous Caster within three years of its EAF starting commercial operation. If this job commitment is not achieved, without valid justification, then the Commission may reduce the \$26.2 million Economic Development revenue cap in proportion to the percentage of job commitment that was not achieved (e.g. if Acero Junction's job commitment is missed by 2%, then the total Economic Development revenue cap may be reduced by 2%). Customer will provide annual reports to Commission Staff and the Office of the Ohio Consumers' Counsel ("OCC") on the status of employment levels. The annual reports will include the number of full-time equivalent contract employees directly related to the EAF operation. AEP Ohio shall continue to bill Acero Junction under the terms of the approved Arrangement until otherwise directed by the Commission.
9. Customer commits to invest a minimum of \$60 million in the Acero Junction facility (EAF, LMF, HSM and continuous caster) within one year of its EAF starting commercial operation, including any investments in the facility undertaken prior to the commencement of the Arrangement. If this capital investment commitment is not achieved, without valid justification, then the Commission may reduce the \$26.2 million Economic Development revenue cap in proportion to the percentage of capital investment commitment that was not achieved (e.g. if Acero Junction's capital investment commitment is missed by 2%, then the total Economic Development revenue cap may be reduced by 2%). This proportional Economic Development revenue reduction would be in addition to any reduction due to missed job numbers. Customer will provide annual reports to Commission Staff and OCC on the status of its capital investment in the facility. AEP Ohio shall continue to bill Acero Junction under the terms of the approved Arrangement until otherwise directed by the Commission.
10. Customer shall have the right to opt out of AEP Ohio's energy efficiency and peak demand reduction programs as provided in S.B. 310.
11. The Arrangement, including all rights and obligations hereunder, shall be fully assignable by Customer to any new owner or operator of the plant with the consent of AEP Ohio, which consent shall not be unreasonably withheld, and the Commission.
12. Any time during the term of the Agreement, Customer can elect to terminate the Arrangement with prior written notice to AEP Ohio and the Commission. Such termination may not take effect at the earliest until the first day of the billing period following written notice to AEP Ohio.
13. Customer shall not be required to repay any credit received or accrued under the Arrangement except as authorized by the Arrangement or in the case where: 1) Customer fails to substantially and materially comply with the requirements of Paragraph IV(B)(8) or Paragraph IV(B)(9) of this Stipulation; or 2) Customer commits fraud or misrepresentation.

V. PROCEDURAL MATTERS

- A. Except for enforcement purposes or to establish that the terms of the Stipulation are lawful, neither this Stipulation nor the information and data contained herein or attached hereto shall be cited as a precedent in any future proceeding for or against any Signatory Party, if the Commission approves the Stipulation. Nor shall the acceptance of any provision within this Stipulation be cited by any party or the Commission in any forum so as to imply or state that any Signatory Party agrees with any specific provision of the Stipulation. More specifically, no specific element or item contained in or supporting this Stipulation shall be construed or applied to attribute the results set forth in this Stipulation as the results that any Signatory Party might support or seek, but for this Stipulation in these proceedings or in any other proceeding. This Stipulation contains a combination of outcomes that reflects an overall compromise involving a balance of competing positions, and it does not necessarily reflect the position that one or more of the Signatory Parties would have taken on any individual issue. Rather the Stipulation represents a package that, taken as a whole, is acceptable for the purposes of resolving all contested issues without resorting to litigation. The Signatory Parties believe that this Stipulation, taken as a whole, represents a reasonable compromise of varying interests.
- B. This Stipulation is conditioned upon adoption of the Stipulation by the Commission in its entirety and without material modification. If the Commission rejects or materially modifies all or any part of this Stipulation, any Signatory Party shall have the right within thirty (30) days of issuance of the Commission's order to apply for rehearing. The Signatory Parties agree that they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original unmodified Stipulation. If the Commission does not adopt the Stipulation without material modification upon any rehearing ruling, then within thirty (30) days of such Commission rehearing ruling, any Signatory Party may terminate its Signatory Party status and withdraw from the Stipulation by filing a notice with the Commission. No Signatory Party shall file a notice of termination and withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially

satisfies the intent of the Stipulation. If a new agreement is reached, the Signatory Parties will file the new agreement for Commission review and approval.

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

IN WITNESS WHEREOF, this Stipulation has been signed by the authorized agents of the undersigned Parties as of this 16th day of February, 2018.

Respectfully submitted,



Michael L. Kurtz, Esq.

Jody Kyler Cohn, Esq.

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**COUNSEL FOR STAFF OF THE PUBLIC
UTILITIES COMMISSION OF OHIO**

Exhibit 1

ECONOMIC DEVELOPMENT AND REASONABLE ARRANGEMENT

This Economic Development and Reasonable Arrangement (the "Contract") is between Acero Junction Inc., which is authorized to conduct business in the State of Ohio, and its successors and assigns ("Acero Junction" or "Customer"), and Ohio Power Company ("AEP Ohio" or "Company"), an electric utility duly organized and validly existing under the laws of Ohio, and its successors and assigns, and is effective as set forth below.

WITNESSETH

WHEREAS, the Company currently provides electric service to the Customer at the facility located at 1500 Commercial Avenue, Mingo Junction, OH 43938, currently billed under Company Account No. _____, with such service subject to this Contract as of _____, (the "Contract"); and

WHEREAS, the Customer asserts that it wishes to restart its steelmaking operations at the Jefferson County facility, which requires access to and successful deployment of capital predicated, in part, on the Customer's ability to secure a reliable supply of electricity pursuant to terms and conditions that will provide it with a reasonable and predictable price over a term sufficient to justify a significant capital expenditure; and

WHEREAS, in order to obtain such a supply of electricity, Customer and Company submitted to the Public Utilities Commission of Ohio (the "Commission") a Joint Application For Approval of an Economic Development and Reasonable Arrangement in Commission Case No. 17-2132-EL-AEC (the "Application") and a Joint Stipulation and Recommendation recommending that the Application be approved without modification (the "Stipulation").

WHEREAS, the Application and Stipulation were approved without modification by the Commission in its Opinion and Order issued _____ in Commission Case No. 17-2132-EL-AEC (the "Order").

NOW, THEREFORE, in consideration of the Commission Order approving the Application and Stipulation, the Company and the Customer enter into this Contract.

- I. **Effective Date and Term.** The Effective Date of this Contract shall be _____. The Contract shall be in effect pursuant to the terms of the Economic Development and Reasonable Arrangement proposed in the Application and Stipulation as approved by the Commission in its Order.
- II. **Pricing.**
 - a. Once the Electric Arc Furnace ("EAF") starts commercial operation, Customer will receive a monthly rate credit as set forth in the AEP Ohio interruptible power ("IRP") tariff subject to approval in Case No. 16-1852-EL-SSO, or its successor, based upon Customer's actual interruptible demand up to a maximum of 120 MW of Customer's interruptible load. The 120 MW total can include the rolling mill, Continuous Caster, and/or EAF load. In order to receive the monthly IRP credit for the 120 MW total load, Customer will comply with the applicable terms and conditions of the IRP tariff subject to approval in Case No. 16-1852-EL-SSO. The costs of the IRP rate credit will be collected from customers in the same manner as other IRP tariff costs. Customer's receipt of a monthly IRP rate credit pursuant to this provision will be subject to any total IRP credit cap established in Case No. 16-1852-EL-SSO.

- b. Customer will have the opportunity to bid its interruptible capability into the PJM Reliability Pricing Model (“RPM”) auctions or participate in any other PJM demand response program occurring during the term of this Arrangement and to retain any revenue from PJM associated with that interruptible capability.
- c. If the AEP Ohio IRP tariff subject to approval in Case No. 16-1852-EL-SSO, or its successor, is rejected, suspended, or terminated after the date upon which Customer begins taking service under the tariff, then Customer shall have the option to continue to receive an interruptible rate credit under the same terms and conditions set forth in the rejected, suspended, or terminated IRP tariff throughout the term of the Arrangement and subject to the IRP credit cap set forth in paragraph 13(B)(I)(1) as well as the requirements of paragraph 13(B)(I)(6) of the Application.
- d. If the monthly rate credit received by Customer under the IRP tariff is not sufficient to completely offset 85% of Customer’s monthly transmission and distribution (collectively, “wires”) charges, then Customer will receive an additional monthly Economic Development rate credit in an amount necessary to offset 85% of Customer’s wires charges. The Economic Development rate credit calculation will exclude state kilowatt hour tax charges, which Acero will self-assess. The costs of any Economic Development rate credit will be collected through AEP Ohio’s Economic Development Rider (“EDR”). The total Economic Development rate credit received by Customer during the term of the Arrangement will be capped at \$26.2 million.
- e. Customer agrees not to file a request at the Commission asking to amend this Arrangement by increasing the Economic Development rate credit cap set forth herein or to seek a new reasonable arrangement with respect to the facility as described in the Application effective before June 1, 2024. Additionally, although R.C. 4905.31 allows otherwise, Customer shall not renew the Arrangement nor begin a new economic development or reasonable arrangement with respect to the facility as described in the Application for two years after the expiration of the Arrangement. Nonetheless, if after the expiration of the Arrangement, but before the end of the two-year stay out described herein, one of the following events occurs, or has occurred in the case of part (ii) of this paragraph, Customer may apply for a new economic development or reasonable arrangement: (i) changes in the applicable legal or regulatory structure for electric service occur that materially and adversely affect Customer; (ii) increases of 25% or more in total wires charges for Customer’s facility occur over any 24-month period after the effective date of the Arrangement; (iii) material growth or expansion opportunities occur at Customer’s facility that will create significant economic development in the area; or (iv) the Commission approves an economic development or reasonable arrangement for an entity in competition with Customer. Notwithstanding any other provision of the Arrangement or this Stipulation, if Customer plans to construct a second EAF, then it shall be permitted to seek a new economic development or reasonable arrangement with respect to the second EAF.
- f. Customer will retain the right to participate in AEP Ohio’s Basic Transmission Cost Rider (“BTCR”) pilot program, or its successor, as a member of the Ohio Energy Group throughout the term of this Arrangement. If AEP Ohio’s BTCR pilot program, or its successor, is suspended or terminated during the term of this Arrangement, then Customer and Company will jointly attempt to develop a replacement program that would allow, subject to Commission approval, Customer to reduce its transmission expense by managing its transmission peak demand and that replicates the BTCR pilot as much as reasonably practicable.
- g. In order to ensure that Customer makes some contribution to AEP Ohio’s fixed costs, the Arrangement cannot result in a negative monthly bill for Customer. If the IRP credit would otherwise result in a negative monthly bill for Customer in the absence of any Economic Development rate credit, then any IRP revenue cap established in Case No. 16-1852-EL-SSO as it pertains to the Arrangement will be reduced only by the amount necessary to produce zero wires charges for Customer in that month.
- h. Customer commits to have a minimum of 270 full-time employees at the EAF, LMF, HSM and

Continuous Caster within three years of its EAF starting commercial operation. If this job commitment is not achieved, without valid justification, then the Commission may reduce the \$26.2 million Economic Development revenue cap in proportion to the percentage of job commitment that was not achieved (e.g. if Acero Junction's job commitment is missed by 2%, then the total Economic Development revenue cap may be reduced by 2%). Customer will provide annual reports to Commission Staff and OCC on the status of employment levels. The annual reports will include the number of full-time equivalent contract employees directly related to the EAF operation. AEP Ohio shall continue to bill Acero Junction under the terms of the approved Arrangement until otherwise directed by the Commission.

- i. Customer commits to invest a minimum of \$60 million in the Acero Junction facility (EAF, LMF, HSM and continuous caster) within one year of its EAF starting commercial operation, including any investments in the facility undertaken prior to the commencement of this Arrangement. If this capital investment commitment is not achieved, without valid justification, then the Commission may reduce the \$26.2 million Economic Development revenue cap in proportion to the percentage of capital investment commitment that was not achieved (e.g. if Acero Junction's capital investment commitment is missed by 2%, then the total Economic Development revenue cap may be reduced by 2%). This proportional Economic Development revenue reduction would be in addition to any reduction due to missed job numbers. Customer will provide annual reports to Commission Staff and OCC on the status of its capital investment in the facility. AEP Ohio shall continue to bill Acero Junction under the terms of the approved Arrangement until otherwise directed by the Commission.
- j. Customer shall have the right to opt out of AEP Ohio's energy efficiency and peak demand reduction programs as provided in S.B. 310.

III. Assignment. This Arrangement, including all rights and obligations hereunder, shall be fully assignable by Customer to any new owner or operator of the plant with the consent of AEP Ohio, which consent shall not be unreasonably withheld, and the Commission.

IV. Notice. Any notice required or desired by either party to be given hereunder shall be made:

If to the Company at:

Ohio Power Company
1 Riverside Plaza, 29th Floor
Columbus, OH 43215-2373
Attn: Steven T. Nourse

If to the Customer at:

Acero Junction Inc.
1500 Commercial Avenue, P.O. Box 99
Mingo Junction, OH 43938
Attn: Steven D. Guzy, General Manager
Mark Bolinger, Manager of Purchasing

Either party may submit to the other party a written notice of a change in location, address, or title of contact person and such notice shall serve to modify this Section 7 of this Contract. Any communications required to be in writing pursuant to this Contract may be delivered by first class U.S. Mail, courier service or commonly used forms of electronic communication (e.g., fax or email) consistent with the provisions set forth in this Section 7. Notice shall be deemed to be received upon actual receipt if delivered by courier, fax or email, or three (3) days after postmarked if sent by first class U.S. Mail, postage prepaid.


V. Termination Rights. Any time during the term of the Agreement, Customer can elect to terminate the Arrangement with prior written notice to AEP Ohio and the Commission. Such termination may not take affect at the earliest until the first day of the billing period following written notice to AEP Ohio. If Acero Junction does not follow applicable terms and conditions of AEP Ohio's tariffs, then AEP Ohio will have good cause to request that the Commission terminate the Arrangement.

- VI. Repayment.** Customer shall not be required to repay any credit received or accrued under this Contract except as authorized by this Contract or in the case where: 1) Customer fails to substantially and materially comply with the requirements of Paragraph IV(B)(8) or Paragraph IV(B)(9) of this Stipulation; or 2) Customer commits fraud or misrepresentation.
- VII. Dispute Resolution.** If a dispute arises out of this Contract, the parties agree first to try in good faith to settle the dispute. If settlement is not possible and the dispute relates to a subject matter which is within the Commission's exclusive or primary jurisdiction, the matter shall be taken to the Commission. If the dispute concerns a question outside of the Commission's jurisdiction, and the parties are unable to resolve such dispute through negotiations then either party may initiate litigation in the appropriate court or forum.
- VIII. Mutual Cooperation.** The Customer and the Company agree to provide mutual and timely support for purposes of effectively administering this Contract. Such support shall include, without limitation, reasonable and timely access to documents and personnel of the other party.
- IX. Governing Law and Continuing Jurisdiction.** The validity, construction and performance of this Contract shall be determined in accordance with the laws of the State of Ohio not taking into account any conflict of law provisions.
- X. Interpretation.** The Contract, all addendums, exhibits and documents referenced or incorporated by reference herein, and the Company's standard tariffs (including the terms and conditions of service), as applicable to Customer and as amended from time to time by the Commission, sets forth the entire agreement between the parties. In the event of any conflict between the Company's standard tariffs and this Contract, the Contract shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

CERTIFICATE OF SERVICE

In accordance with Rule 4901-1-05, Ohio Administrative Code, the PUCO's e-filing system will electronically serve notice of the filing of this document upon the following parties. In addition, I hereby certify that a service copy of the foregoing JOINT STIPULATION AND RECOMMENDATION was sent to the following parties of record *via* electronic transmission this 16TH day of February, 2018 to the following:



Michael L. Kurtz, Esq.
Jody Kyler Cohn, Esq.

OHIO POWER COMPANY DBA AEP OHIO
STEVEN T. NOURSE
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This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 17-2132-EL-AEC

Summary: Stipulation Joint Stipulation and Recommendation between Ohio Power Company and Acero Junction Inc. electronically filed by Mr. Michael L. Kurtz on behalf of Acero Junction Inc.