

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :
Application of Ohio Power :
Company for an Increase in: Case No. 20-585-EL-AIR
Electric Distribution :
Rates. :

- - -

In the Matter of the :
Application of Ohio Power :
Company for Tariff : Case No. 20-586-EL-ATA
Approval. :

- - -

In the Matter of the :
Application of Ohio Power :
Company for Approval to : Case No. 20-587-EL-AAM
Change Accounting Methods.:

- - -

PROCEEDINGS

before Ms. Greta See and Ms. Sarah Parrot, Attorney
Examiners, at the Public Utilities Commission of
Ohio, via Webex, called at 9:00 a.m. on Monday,
May 17, 2021.

- - -

VOLUME IV

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481

- - -

1 APPEARANCES:

2 American Electric Power
3 By Mr. Steven T. Nourse,
4 Ms. Christen M. Blend,
5 and Mr. Tanner S. Wolffram
6 1 Riverside Plaza, 29th Floor
7 Columbus, Ohio 43215

8 Porter Wright Morris & Arthur, LLP
9 By Mr. Eric B. Gallon
10 41 South High Street, 29th Floor
11 Columbus, Ohio 43215

12 Ice Miller, LLP
13 By Mr. Christopher L. Miller
14 250 West Street, Suite 700
15 Columbus, Ohio 43215

16 On behalf of Ohio Power Company.

17 Bruce J. Weston, Ohio Consumers' Counsel
18 By Ms. Angela O'Brien,
19 Mr. Christopher Healey,
20 and Mr. John Finnigan,
21 Assistant Consumers' Counsel
22 65 East State Street, 7th Floor
23 Columbus, Ohio 43215

24 On behalf of the Residential Customers of
25 Ohio Power Company.

26 Kegler, Brown, Hill & Ritter Co., LPA
27 By Mr. Robert Dove
28 65 East State Street, Suite 1800
29 Columbus, Ohio 43215

30 On behalf of Ohio Partners for Affordable
31 Energy and Natural Resources Defense
32 Council.

33 Carpenter Lipps & Leland LLP
34 By Ms. Angela Paul Whitfield
35 280 North High Street, Suite 1300
36 Columbus, Ohio 43215

37 On behalf of The Kroger Company.

1 APPEARANCES: (Continued)

2 Carpenter Lipps & Leland LLP
3 By Ms. Kimberly W. Bojko
4 and Mr. Thomas V. Donadio
5 280 North High Street, Suite 1300
6 Columbus, Ohio 43215

7 On behalf of the Ohio Manufacturers'
8 Association Energy Group.

9 Dickinson Wright PLLC
10 By Ms. Madeline Fleisher
11 and Mr. Matthew C. McDonnell
12 150 East Gay Street, Suite 2400
13 Columbus, Ohio 43215

14 On behalf of Clean Fuels Ohio.

15 Dickinson Wright PLLC
16 By Ms. Madeline Fleisher
17 150 East Gay Street, Suite 2400
18 Columbus, Ohio 43215

19 On behalf of Zeco Systems, Inc. d/b/a
20 Greenlots.

21 The Ohio Environmental Council
22 By Ms. Miranda R. Leppla,
23 Mr. Trent A. Dougherty,
24 and Mr. Christopher D. Tavenor
25 1145 Chesapeake Avenue, Suite I
Columbus, Ohio 43215

On behalf of The Ohio Environmental
Council.

Dave Yost, Ohio Attorney General
Mr. John Jones, Section Chief
By Mr. Werner L. Margard, III,
Mr. Thomas Shepherd,
and Ms. Kyle Kern,
Assistant Attorneys General
Public Utilities Section
30 East Broad Street, 16th Floor
Columbus, Ohio 43215

On behalf of the Staff of the PUCO.

1 APPEARANCES: (Continued)

2 Environmental Law & Policy Center

3 By Mr. Robert Kelter

4 And Ms. Caroline Cox

21 West Broad Street, Suite 800

Columbus, Ohio 43215

5 On behalf of the Environmental Law &
6 Policy Center.

7 McNees, Wallace & Nurick LLC

8 By Ms. Rebekah J. Glover,

9 Mr. Matthew R. Pritchard,

10 and Mr. Bryce A. McKenney

21 East State Street, 17th Floor

Columbus, Ohio 43215

11 On behalf of Industrial Energy
12 Users-Ohio.

13 Boehm, Kurtz & Lowry

14 By Mr. Michael L. Kurtz,

15 Ms. Jody Kyler Cohn,

16 and Mr. Kurt J. Boehm

36 East Seventh Street, Suite 1510

Cincinnati, Ohio 45202

17 On behalf of Ohio Energy Group.

18 Whitt Sturtevant, LLP

19 By Mr. Mark A. Whitt

20 and Mr. Lucas A. Fykes

The KeyBank Building, Suite 1590

88 East Broad Street

Columbus, Ohio 43215

21 On behalf of Direct Energy Business, LLC,
22 and Direct Energy Services, LLC.

23 Bricker & Eckler, LLP

24 By Mr. Devin D. Parram

25 and Ms. Rachael N. Mains

100 South Third Street

Columbus, Ohio 43215-4291

On behalf of The Ohio Hospital
Association.

1 APPEARANCES: (Continued)

2 IGS Energy
3 By Ms. Bethany Allen,
4 Mr. Joseph Olikier,
5 Mr. Michael A. Nugent,
6 and Mr. Evan Betterton,
7 6100 Emerald Parkway
8 Dublin, Ohio 43016

9 Mr. Frank P. Darr
10 6800 Linbrook Boulevard
11 Columbus, Ohio 43235

12 On behalf of Interstate Gas Supply, Inc.

13 Vorys, Sater, Seymour & Pease, LLP
14 By Mr. Michael J. Settineri
15 and Mr. Elia O. Woyt
16 52 East Gay Street
17 P.O. Box 1008
18 Columbus, Ohio 43216-1008

19 On behalf of Nationwide Energy Partners,
20 LLC.

21 Vorys, Sater, Seymour & Pease, LLP
22 By Mr. Michael J. Settineri
23 and Mr. Elia O. Woyt
24 52 East Gay Street
25 P.O. Box 1008
Columbus, Ohio 43216-1008

On behalf of Armada Power, LLC.

Bricker & Eckler, LLP
By Mr. Dylan F. Borchers
100 South Third Street
Columbus, Ohio 43215-4291

On behalf of ChargePoint, Inc.

Keyes & Fox LLP
By Mr. Jacob Schlesinger
1580 Lincoln Street, Suite 1105
Denver, Colorado 80203

On behalf of EVgo Services LLC.

1 APPEARANCES: (Continued)

2 Bricker & Eckler, LLP
3 By Mr. Dane Stinson
4 and Mr. Matthew W. Warnock
100 South Third Street
Columbus, Ohio 43215-4291

5 One Energy Enterprises LLC
6 By Ms. Katie Johnson Treadway
12385 Township Road 215
Findlay, Ohio 45840

7 On behalf of One Energy Enterprises.
8

9 Spilman Thomas & Battle, PLLC
By Ms. Carrie H. Grundmann
110 Oakwood Drive, Suite 500
10 Winston-Salem, North Carolina 27103

11 On behalf of Walmart, Inc.

12 - - -
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

- - -

WITNESSES PAGE

Eric Rehberg

Direct Examination by Mr. Settineri 639

Voir Dire Examination by Ms. Whitfield 657

Cross-Examination by Mr. Finnigan 685

Cross-Examination by Ms. Grundmann 723

Cross-Examination by Ms. Whitfield 738

Cross-Examination by Ms. Bojko 748

Cross-Examination by Ms. Blend 831

Cross-Examination (Continued) by Ms. Bojko 843

Redirect Examination by Mr. Settineri 846

Recross-Examination by Mr. Finnigan 854

Recross-Examination by Ms. Bojko 855

Teresa Ringenbach

Direct Examination by Mr. Settineri 876

Cross-Examination by Ms. Bojko 880

Cross-Examination by Ms. Grundmann 889

Cross-Examination by Mr. Gallon 890

Redirect Examination by Mr. Settineri 897

- - -

NEP EXHIBITS IDENTIFIED ADMITTED

33 Direct Testimony of Teresa Ringenbach 876 899

34 Direct Testimony of Eric Rehberg on behalf of Nationwide Energy Parters 639 865

35 Notice of Witness Substitution 872 873

- - -

ARMADA EXHIBIT IDENTIFIED ADMITTED

17 Direct Testimony of Eric Rehberg on behalf of Armada Power 639 862

- - -

INDEX (Continued)

- - -

ELPC EXHIBIT

IDENTIFIED ADMITTED

4 NRDC-INT-001-006

630

630

- - -

OMAEG EXHIBITS

IDENTIFIED ADMITTED

1 Nationwide Energy Partners,
 LLC's Supplemental Responses
 to Ohio Power Company's First
 Set of Interrogatories and
 Request for Production of
 Documents

769

--

2 Responses of Nationwide
 Energy Partners, LLC to Ohio
 Power Company's Second Set of
 Interrogatories and Request
 for Production of Documents

771

--

3 NEP Exhibit A, B, C

771

--

- - -

KROGER EXHIBITS

IDENTIFIED ADMITTED

1 Eric Rehberg's Bio on
 Armadapower.com

875

875

2 Eric Rehberg's LinkedIn Profile

875

875

- - -

Monday Morning Session,
May 17, 2021.

- - -

EXAMINER PARROT: Let's get started.

This is the continuation of the hearing in Case
No. 20-585-EL-AIR, et al. Let's get started this
morning with brief appearances of the parties and we
will start with the Company.

MS. BLEND: Good morning, your Honor. On
behalf of Ohio Power Company, Christen M. Blend,
Steven T. Nourse, and Tanner S. Wolffram of the
American Electric Power Service Corporation; Eric
B. Gallon from the law firm Porter, Wright, Morris &
Arthur; and Christopher L. Miller from the law firm
Ice Miller.

EXAMINER PARROT: Commission Staff.
Ohio Energy Group.

MS. COHN: Good morning, your Honor. On
behalf of OEG, Jody Cohn, Michael Kurtz, and Kurt
Boehm.

EXAMINER PARROT: Environmental Law &
Policy Center.

MS. COX: Good morning, your Honor. On
behalf of the Environmental Law & Policy Center,
Caroline Cox and Robert Kelter.

1 EXAMINER PARROT: Ohio Consumers'
2 Counsel.

3 MS. O'BRIEN: Good morning, your Honor.
4 On behalf of the Office of the Ohio Consumers'
5 Counsel, Angela O'Brien, Christopher Healey, and John
6 Finnigan. Thank you.

7 EXAMINER PARROT: OMA Energy Group.

8 MS. BOJKO: Thank you, your Honor. On
9 behalf of the Ohio Manufacturers' Association Energy
10 Group, Kimberly W. Bojko and Thomas Donadio with the
11 law firm Carpenter Lipps & Leland.

12 EXAMINER PARROT: The Kroger Company.

13 MS. WHITFIELD: Good morning, your Honor.
14 On behalf of The Kroger Company, Angie Paul Whitfield
15 with the law firm of Carpenter Lipps & Leland. Thank
16 you.

17 EXAMINER PARROT: Interstate Gas Supply.

18 MS. ALLEN: Good morning, your Honor. On
19 behalf of Interstate Gas Supply Inc., Bethany Allen,
20 Joseph Olikier, Evan Betterton, and Frank Darr.

21 EXAMINER PARROT: Industrial Energy Users
22 of Ohio.

23 MR. MCKENNEY: Good morning, your Honors.
24 On behalf of IEU-Ohio, Bryce McKenney, Matthew
25 Pritchard, and Rebekah Glover of the law firm McNees

1 Wallace & Nurick.

2 EXAMINER PARROT: Natural Resources
3 Defense Council.

4 Ohio Partners for Affordable Energy.
5 Walmart.

6 MS. GRUNDMANN: Good morning, your Honor.
7 Carrie Grundmann with the law firm of Spilman Thomas
8 & Battle on behalf of Walmart, Inc.

9 EXAMINER PARROT: Direct Energy Business
10 and Direct Energy Services.

11 MR. FYKES: Good morning, your Honor.
12 Lucas Fykes and Mark Whitt on behalf of Direct Energy
13 Services and Direct Energy Business, LLC, from the
14 law firm Whitt Sturtevant, LLP.

15 EXAMINER PARROT: Ohio Hospital
16 Association.

17 ChargePoint.

18 Nationwide Energy Partners.

19 MR. SETTINERI: Good morning, your Honor.
20 On behalf of Nationwide Energy Partners, LLC, Michael
21 Settineri with the law firm Vorys, Sater, Seymour &
22 Pease.

23 EXAMINER PARROT: Armada Power.

24 MR. SETTINERI: Good morning, your Honor.
25 On behalf of Armada Power, Michael Settineri with the

1 law firm of Vorys, Sater, Seymour & Pease.

2 EXAMINER PARROT: Constellation

3 NewEnergy.

4 Clean Fuels Ohio.

5 MS. FLEISHER: Good morning, your Honor.

6 Madeline Fleisher from the law firm of Dickinson

7 Wright on behalf of Clean Fuels Ohio.

8 EXAMINER PARROT: Greenlots.

9 Ms. Fleisher, Greenlots as well?

10 MS. FLEISHER: Yes, your Honor.

11 EXAMINER PARROT: All right. Thank you.

12 Ohio Environmental Council.

13 One Energy Enterprises.

14 Ohio Cable Telecommunications

15 Association.

16 And EVgo Services.

17 All right. I believe we have a few
18 preliminary matters to take up before we start with
19 our next witness. Ms. Cox, would you like to go
20 ahead with your issue?

21 MS. COX: Yes, your Honor. I would also,
22 Miranda Leppla at OEC and Robert Dove with NRDC are
23 having connectivity issues that they wanted me to
24 convey, so I believe they are trying to get on but
25 they will be trying to make an appearance when they

1 are available.

2 EXAMINER PARROT: Okay.

3 MS. COX: But, your Honor, at the end of
4 the hearing on Friday in conjunction with the motion
5 to strike Mr. Neme's testimony, we were directed to
6 file a discovery response from his testimony
7 NRDC-INT-01-006 as an exhibit. We've prepared that
8 interrogatory response as ELPC Exhibit 4 and
9 circulated it to the parties and now we submit it for
10 the record.

11 EXAMINER PARROT: All right. The exhibit
12 is so marked ELPC Exhibit 4.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 EXAMINER PARROT: Are there any
15 objections to its admission?

16 All right. Hearing none, ELPC Exhibit 4
17 is admitted into the record

18 (EXHIBIT ADMITTED INTO EVIDENCE.)

19 MS. COX: Thank you, your Honor.

20 EXAMINER PARROT: Thank you.

21 All right. Mr. Settineri, I believe we
22 have some issues that the parties have raised off the
23 record with respect to our next witness who, it's my
24 understanding, is appearing on behalf of Armada Power
25 and then also adopting certain testimony that was

1 prefiled on behalf of Nationwide Energy Partners; is
2 that correct?

3 MR. SETTINERI: It is -- well, your
4 Honor, yes, Armada Power is presenting Mr. Rehberg
5 and then NEP for its case will be presenting
6 Mr. Rehberg and Ms. Ringenbach.

7 Your Honor, I do have a new laptop today
8 but I may be having connectivity issues. If anyone
9 cannot hear me clearly, I did notice some delays
10 while you were doing the appearances, please let me
11 know. I would appreciate that.

12 EXAMINER PARROT: All right. Just to
13 state for the record, Mr. Settineri, your plan is to
14 call Mr. Rehberg first on behalf of Armada and then
15 to have counsel question him on behalf -- in his
16 capacity on behalf of Armada, and then to call him
17 separately on behalf of NEP; is that correct?

18 MR. SETTINERI: That's right, your Honor,
19 because we have Mr. -- Armada will call Mr. Rehberg,
20 and we will be marking Armada Exhibit 17 which is his
21 prefiled testimony on behalf of Armada Power. We
22 will present that testimony, subject him to
23 cross-examination. When I say "we," I mean Armada
24 Power.

25 At that -- after that, NEP will present

1 its case. It will call Mr. Rehberg to present I
2 think it's NEP Exhibit 34, and then we will -- NEP
3 will also then call Ms. Ringenbach which will be NEP
4 33. Two different parties, two different
5 presentations and that's why we are proceeding along
6 those lines.

7 EXAMINER PARROT: All right. It's my
8 understanding some of the other parties to these
9 cases have some issues with that plan so let's go
10 ahead and hear those objections at this time.

11 MS. WHITFIELD: Sure, your Honor. This
12 is Angie Whitfield. I'll start off. We would just
13 object to Mr. Rehberg being essentially called to the
14 stand two separate times. We are able -- I think we
15 are all experienced and sophisticated enough we can
16 track. He's got two different pieces of testimony
17 for two entities that appear to, at least from his
18 standpoint, have some relation since he does work for
19 both of them.

20 And we should, for streamlining the
21 hearing and efficiency, be able to question him on
22 both testimonies at the same time just as opposed to
23 having him be sworn in two different times. Thank
24 you, your Honor.

25 MS. BOJKO: Your Honor, on behalf of

1 OMAEG, we support the approach of putting the witness
2 on only one time. The Companies are related as
3 Ms. Whitfield said. He works for both or does work
4 for both companies. His background, although they
5 are different in each testimony, they are similar,
6 and his knowledge of the Stipulation would be
7 similar, so it would cause duplication for the
8 parties to have to go through the same questions for
9 the different pieces of testimony.

10 So we too believe that it would be more
11 efficient and more appropriate from the hearing
12 perspective to hear his testimony one time on behalf
13 of both of the companies that he works for or does
14 work for. Thank you.

15 MS. BLEND: Your Honor, Christen Blend on
16 behalf of AEP Ohio. The Company joins the objection
17 of Kroger and OMAEG.

18 EXAMINER PARROT: Anyone else? All
19 right.

20 MR. SETTINERI: Your Honor, if you --

21 EXAMINER PARROT: Go ahead.

22 MR. SETTINERI: If you would like me to
23 respond, I would be glad to.

24 EXAMINER PARROT: Go ahead.

25 MR. SETTINERI: Again, I reiterate these

1 are two separate parties in the case, each entitled
2 to present its own case. I didn't hear any rules or
3 procedural rules cited that would require two
4 separate parties to combine their presentations.

5 If -- you know, Mr. Rehberg -- as to whom Mr. Rehberg
6 works for, that can be asked, and it's in his
7 testimony, but that can be asked.

8 And in terms of motions to strike, it
9 becomes very difficult if there is a motion to strike
10 when you are talking about background and things of
11 that nature. So I think it's -- again, there is no
12 procedural rules forcing two separate parties to
13 combine their presentations. He is testifying, being
14 called by two separate companies.

15 And it would also be very prejudicial to
16 both entities to have a witness be subject to cross
17 on two separate pieces of testimony for two separate
18 parties which would then require me to appear on
19 both -- on behalf of two clients on the same
20 cross-examination and then probably in my objections
21 say which one I am objecting to and which part of the
22 testimony. So it will create a very confused record.

23 This will be a very streamlined process
24 because Mr. Rehberg will present Armada testimony as
25 called by Armada, and then he can immediately stay as

1 a panelist and be called for NEP and be sworn in. It
2 would be much more efficient.

3 So again, we believe NE -- Armada should
4 be allowed to call its witness and NEP should be
5 allowed to call its witness. Thank you, your Honor.

6 EXAMINER PARROT: All right. At this
7 time we are going to take a short recess.

8 We are off the record.

9 (Discussion off the record.)

10 EXAMINER PARROT: Let's go back on the
11 record.

12 Mr. Settineri, consistent with the AE's
13 authority to regulate the course of the hearing under
14 4901:1-27 of the OAC, we are going to direct you to
15 call Mr. Rehberg only once during these proceedings.

16 MR. SETTINERI: Your Honor, then if that
17 is to be the case, do I present his -- does Armada
18 Power call him to the stand or does NEP call him to
19 the stand or do both call him to the stand at the
20 same time?

21 EXAMINER PARROT: I guess I would say
22 you're calling him on behalf of both of those
23 entities.

24 MR. SETTINERI: Okay. And in terms of
25 marking testimony, would we then mark and present

1 his -- the Armada testimony and then at the same time
2 would we mark and go -- mark and present the NEP
3 testimony?

4 EXAMINER PARROT: Yes.

5 MR. SETTINERI: Okay. And then how
6 should I address redirect, your Honor?

7 EXAMINER PARROT: We will cross that
8 bridge when we come to it, I guess. If you need
9 clarification at that point, we will take it up at
10 that time.

11 MR. SETTINERI: Well, your Honor, at this
12 time I will say that I believe this ruling is highly
13 prejudicial to NEP and Armada. They are two separate
14 cases and entitled to present their cases separately.

15 Obviously issues procedure -- process
16 issues arise completely through this -- with what's
17 been ordered here. For instance, redirect is a very
18 good example. When I do redirect now, you know, on
19 behalf -- Armada is going to have to do redirect and
20 potentially be doing redirect on NEP testimony and
21 vice versa.

22 And I want to highlight there is no
23 prejudice to any party here for Armada to present its
24 case first, followed by NEP, no prejudice; and that
25 this request by the other parties, not all parties in

1 the case but certain parties, we've lost a half hour
2 already, and so I strongly object to the ruling and
3 to the procedural ruling here, and I do think it
4 constitutes reversible error, your Honor.

5 EXAMINER PARROT: So noted. I would just
6 ask the parties to note as you go through your
7 questions to be clear in directing the witness to the
8 two sets -- prefiled direct testimony and I think
9 that will help us with clarity of the record.

10 Mr. Settineri, go ahead and proceed.

11 MR. SETTINERI: All right, your Honor.
12 Let me get organized here now. Thank you.

13 Your Honor, at this time Armada Power
14 and, per the Bench's ruling, Nationwide Energy
15 Partners call Eric Rehberg to the stand.

16 MR. SCHMIDT: Mr. Rehberg, you've been
17 promoted. If you can enable your audio and video.

18 THE WITNESS: Hello. Can you hear me? I
19 am trying to turn my camera on here.

20 EXAMINER PARROT: We can hear you. All
21 right. If you could raise your right hand.

22 (Witness sworn.)

23 EXAMINER PARROT: Thank you.

24 MR. SETTINERI: And, your Honor, if you
25 would be so kind to explain to the witness what the

1 Bench has ordered here, rather than me, I would
2 greatly appreciate it, so he fully understands what
3 he's -- how this process will work.

4 EXAMINER PARROT: Mr. Rehberg, at this
5 time we are going to take your testimony but -- both
6 sets of testimony. Your counsel will mark both sets
7 and then ask you some other preliminary questions,
8 and then the other parties to the case will have an
9 opportunity to ask questions.

10 MR. SETTINERI: And your Honors, your
11 expectation is when parties ask questions, they will
12 be referring to whether it's Nationwide Energy
13 Partners testimony or Armada testimony.

14 EXAMINER PARROT: I've already asked them
15 to be clear in referencing portions of his prefiled
16 testimony to indicate which set they are referring
17 to; and they will, as always, give a page reference
18 and line reference as well.

19 MR. SETTINERI: Thank you, your Honor. I
20 just want to make sure the witness was aware of that.

21 All right. Your Honor, at this time
22 Armada Power would like to mark Exhibit 17, the
23 direct testimony of Eric Rehberg on behalf of Armada
24 Power, LLC.

25 EXAMINER PARROT: So marked.

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 MR. SETTINERI: And at this time, your
3 Honor, Nationwide Energy Partners for its
4 presentation would mark as NEP Exhibit 34, the direct
5 testimony of Eric Rehberg on behalf of Nationwide
6 Energy Partners LLC.

7 EXAMINER PARROT: So marked.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 MR. SETTINERI: Thank you, your Honor.

10 - - -

11 ERIC REHBERG

12 being first duly sworn, as prescribed by law, was
13 examined and testified as follows:

14 DIRECT EXAMINATION

15 By Mr. Settineri:

16 Q. Good morning, Mr. Rehberg.

17 A. Good morning.

18 Q. All right. Could you please state your
19 name and business address for the record, please.

20 A. It's Eric Rehberg and that's 230 West
21 Street, Columbus, Ohio.

22 Q. Thank you.

23 And let's start, so on behalf of Armada
24 Power, I would like you to identify what's been
25 marked as Armada Exhibit 17 for the record, please.

1 A. I have it.

2 Q. Can you please identify that for the
3 record, please.

4 A. This is my direct testimony.

5 Q. Okay. And on whose behalf is that direct
6 testimony for?

7 A. Armada Power.

8 Q. Okay. And was that prepared by you or at
9 your direction?

10 A. Yes.

11 Q. And do you have any revisions to that
12 testimony at this time?

13 A. I do; one small revision. Page 13,
14 line 17, I would like to insert the words "Investment
15 Rider" after "Distribution." So it should read
16 "Distribution Investment Rider Work Plan."

17 Q. And that was at page 13, line 17,
18 correct?

19 A. That's correct.

20 Q. Okay. Do you have any other revisions to
21 your Armada Power testimony at this time, sir?

22 A. No.

23 Q. Okay. And I have -- if I asked you the
24 questions in that testimony, would your answers be
25 the same today as you have revised?

1 A. Yes.

2 Q. Thank you.

3 We can put that to the side for now,
4 please.

5 A. Okay.

6 Q. Okay. On behalf of Nationwide Energy
7 Partners, can you please state your name and business
8 address for the record.

9 A. It is Eric Rehberg. That is 230 West
10 Street, Columbus.

11 Q. Okay. And do you have before you what's
12 been marked as NEP Exhibit 34?

13 A. Yes.

14 Q. And can you identify that exhibit for the
15 record, please.

16 A. That is my direct testimony on behalf of
17 Nationwide Energy Partners.

18 Q. All right. Now, you've adopted the
19 testimony of Ms. Buckley in this proceeding; is that
20 right?

21 A. That's correct.

22 Q. All right. In adopting that testimony,
23 did you conduct your own analysis of the rate
24 impacts?

25 A. Yes.

1 Q. All right. And is that analysis
2 reflected in your testimony identified as NEP
3 Exhibit 34?

4 A. Yes.

5 Q. Okay. And do you have any revisions to
6 NEP Exhibit 34 at this time?

7 A. I do.

8 Q. If you could carefully and slowly walk us
9 through, and especially for the court reporter,
10 please.

11 A. It's on page 3, starting on line 8, I
12 would mark out "Based on my experience" and replace
13 that with the phrase "In my opinion."

14 On page 4 --

15 MS. WHITFIELD: I'm sorry to interrupt.
16 Which line was that? Was that line 8 or line 13?

17 THE WITNESS: Starting on line -- I have
18 it as line 8 on page 3.

19 MR. SETTINERI: Yeah. Let's -- yeah, my
20 apologies. He is looking at a -- a redline.

21 THE WITNESS: Oh, yeah.

22 Q. (By Mr. Settineri) Mr. Rehberg,
23 unfortunately you are going to have to look at NEP
24 Exhibit 34 and correlate the edits with the actual
25 line numbers in NEP Exhibit 34.

1 A. Okay. So it's on Question 6 then, on --
2 right, correct, sorry about that. Line 13, replace
3 "Based on my experience" with "In my opinion."

4 And then Question 9, page 4, line 22,
5 remove the word "the" between "applied" and
6 "proposed" so it should read "I applied proposed rate
7 schedules."

8 So in Answer 11, page 6 at line 5, it
9 should say "The average amount of annual proposed
10 increase...."

11 MS. GRUNDMANN: I'm sorry. Can you
12 repeat that revision again, please?

13 THE WITNESS: Sure. Page 6, line 5,
14 towards the end of line 5, that sentence should read
15 "The average amount of annual proposed increase...."

16 Q. (By Mr. Settineri) So, Mr. Rehberg, for
17 the record, are you saying to insert the word
18 "average" between "the" and "amount"?

19 A. Yes. Sorry.

20 Q. Okay. Thank you.

21 EXAMINER SEE: So please indicate what
22 the sentence should read.

23 THE WITNESS: The sentence should read
24 "The average amount of annual proposed increase in
25 our sample of medium-consuming customers is \$1,652

1 per year."

2 EXAMINER SEE: Thank you.

3 A. And then the same for the following
4 sentence, it should also have the word "average"
5 inserted in between "the" and "amount" so that one
6 should also say "the average amount."

7 Then on line 8, the sentence that starts
8 with "Table 3," it should insert the words "on
9 average" in between "increase" and "to" so the
10 sentence should read "Table 3 indicates that these
11 costs increase on average to \$2,007 and \$13,505,
12 respectively...."

13 And then staying on this same page on
14 line 16, it should insert the phrase "on average" in
15 between "is" and "1,363." So that line would read
16 "in our sample of medium-consuming customers is on
17 average \$1,363 per year."

18 Then similarly on line 18, the sentence
19 starting "Table 4 shows these costs to increase to"
20 and then insert the words "on average" between "to"
21 and "1,718."

22 And then on this page, finally on
23 line 23, the very end, strike the word "experience"
24 and replace that with "opinion."

25 Those are my edits for page 6. Do you

1 have any questions on those edits for page 6 before I
2 move on to the next?

3 Okay. Then on page 8, line 5, replace
4 the word "experience" with the word "opinion."

5 And then at the very beginning of line 6,
6 insert the word "practically." So the sentence
7 should read "As I noted above, low-load factor
8 customers in my opinion cannot practically manage
9 monthly peak demand effectively."

10 And then on page 12, line 1, strike out
11 "20" and replace that with "approximately 15."

12 MS. WHITFIELD: What was that percentage
13 again?

14 THE WITNESS: 15.

15 MS. WHITFIELD: Thank you.

16 MS. BOJKO: Which page are you on, sorry?

17 THE WITNESS: Page 12, line 1.

18 MS. BOJKO: Thank you.

19 MR. MCKENNEY: That would be 15 percent;
20 is that right?

21 THE WITNESS: That is correct.

22 Q. (By Mr. Settineri) Do you have any other
23 revisions to your testimony at this time,
24 Mr. Rehberg?

25 A. That's it.

1 MR. SETTINERI: Okay. Okay. And for the
2 record, your Honors, I would just note that Exhibit 8
3 to the testimony does show redlined revisions. Those
4 revisions were in the original notice to -- for
5 witness substitution, so I just wanted to note that
6 for the record and the Bench.

7 Q. (By Mr. Settineri) All right.
8 Mr. Rehberg, with your revisions and analysis that
9 you conducted, was your testimony prepared by you or
10 at your direction?

11 A. Yes.

12 Q. Okay. And if I was to ask you the
13 questions in your testimony today, specifically as to
14 the testimony you are presenting on behalf of
15 Nationwide Energy Partners, would your answers be the
16 same?

17 A. Yes.

18 MR. SETTINERI: Okay. All right. Thank
19 you, Mr. Rehberg.

20 Your Honors, I think I've covered
21 everything here between the two presentations, so on
22 behalf of Armada Power and Nationwide Energy
23 Partners, the witness is available for
24 cross-examination.

25 EXAMINER PARROT: Thank you.

1 MS. WHITFIELD: Your Honor, this is Angie
2 Whitfield. I have a few motions to strike if now
3 would be appropriate.

4 EXAMINER PARROT: Go ahead.

5 MS. WHITFIELD: All right. First, with
6 respect to Mr. Rehberg's testimony on behalf of
7 Nationwide Energy Partners that was filed on May 5,
8 Kroger moves to strike the entirety of Mr. Rehberg's
9 May 5 testimony as out of time or untimely.

10 The Commission originally set a deadline
11 of April 16 for filing testimony in opposition of the
12 Joint Stipulation. That deadline was then extended
13 to April 20. Mr. Rehberg's NEP testimony wasn't
14 filed until over two weeks later. And while the
15 notice that accompanied Mr. Rehberg's May 5 testimony
16 indicated that he was merely adopting Ms. Buckley's
17 prefiled-timely testimony, that is not how
18 Mr. Rehberg's testimony reads or how he just
19 testified just now where he said that it was his own
20 testimony written on his own behalf.

21 Moreover, Ms. Buckley's testimony is not
22 referenced one single time in Mr. Rehberg's
23 testimony.

24 Also, Mr. Rehberg represents the analysis
25 upon which his testimony is based as his own and not

1 just merely adopting Ms. Buckley's analysis. On
2 pages 4 through 7 and again on page 10, in testifying
3 about his analysis, he says "I applied" on page 4
4 line 22; "I used," page 5, line 3; "in conducting my
5 analysis, I made certain assumptions," page 5,
6 line 6; and "My analysis was designed," page 5,
7 line 11 and so on.

8 So from his testimony, it appears that
9 Mr. Rehberg, and from what he has just said today,
10 conducted a new analysis and didn't just merely adopt
11 her timely-filed testimony. That is further
12 underscored by the admission in the notice that he
13 substantively made changes to the numbers on pages 5
14 and 6 of his testimony and on Exhibit A and is
15 offering new testimony regarding the results of that
16 analysis.

17 In this -- as we have heard in argument
18 earlier, this is not a situation where Mr. Rehberg's
19 May 5 testimony is tied to, or supplement of, his
20 previously-filed April 20 testimony on behalf of
21 Armada. It's a completely new and different topic.

22 So in light of the foregoing,
23 Mr. Rehberg's May 5 testimony on behalf of NEP
24 effectively amounts to filing new testimony outside
25 of the date ordered by the Commission. It would be

1 an unfair surprise and unduly prejudicial to the
2 parties to allow this testimony based upon a new
3 analysis filed only five business days before the
4 start of this evidentiary hearing under the guise
5 that it's merely an adoption of timely-filed prior
6 testimony to be admitted here.

7 Therefore, Kroger respectfully requests,
8 your Honors to strike in its entirety the testimony
9 of Mr. Rehberg filed on behalf of NEP. Thank you,
10 your Honors.

11 MS. BOJKO: Your Honor, OMAEG supports
12 that motion to strike and I would add that it's
13 further highlighted with the changes provided by the
14 witness today. He changed the word "my experience,"
15 which was in Ms. Buckley's testimony, to "my
16 opinion." It calls into question whether this
17 testimony really was his and whether he did his
18 analysis as well as a new analysis, so we too support
19 the motion to strike as being untimely filed. Thank
20 you.

21 MS. BLEND: And, your Honor, AEP Ohio
22 joins the motion as well. And I will further note
23 that Mr. Rehberg's adoption or his filing of his
24 May 5, 2021, testimony, was done at the same time
25 that NEP served responses to AEP Ohio's discovery and

1 was also done at a point in this proceeding when the
2 parties did not have the ability to take more
3 discovery regarding this testimony, so for that
4 reason as well it would be prejudicial to allow the
5 testimony to stand. Thank you.

6 MS. GRUNDMANN: Your Honor, Walmart also
7 joins the motion to strike.

8 MR. SETTINERI: Your Honor, I am ready to
9 respond when you are ready.

10 EXAMINER PARROT: Go ahead.

11 MR. SETTINERI: Thank you, your Honor.

12 As to the discovery issue, any issue with
13 discovery would have been properly raised through a
14 motion to compel and the -- there were no deposition
15 notices for Ms. Buckley.

16 The Notice of Witness Substitution, which
17 was proper, was submitted on May 5. It included the
18 testimony. It referenced some edits to certain
19 paragraphs and also included the updated Exhibit A.
20 And if you look at those numbers, they are very minor
21 adjustments.

22 So certainly in adopting this testimony,
23 Mr. Rehberg was entitled to conduct an analysis to
24 verify the testimony he was adopting because,
25 frankly, if he didn't do that, we would have another

1 motion to strike because he didn't do the analysis in
2 terms of Ms. Buckley did that part. So he went ahead
3 and did his own analysis, verified, and made some
4 minor edits there. It certainly is proper, proper
5 procedures were followed. And I would note there was
6 no motion to strike until at 9:55 on May 17, the day
7 of the hearing, after we spent almost a half hour
8 discussing who was going to appear at what time.

9 So, your Honor, through the Bench's
10 authority to regulate its procedures, given that a
11 notice of substitution was filed, given that
12 Mr. Rehberg has adopted the testimony as any witness
13 is allowed to do, he is allowed to make revisions,
14 so, for instance, the bio is properly his bio, not
15 Ms. Buckley's bio. He's certainly entitled to
16 conduct an analysis and make sure that he agrees with
17 the analysis and that is being incorporated here.

18 There has been no prejudice to any party.
19 It was filed on May 7. They have had Ms. Buckley's
20 testimony since April 20. There's no prejudice here.
21 And it would be the exact opposite if -- or if -- let
22 me get my party right, if Nationwide Energy Partners
23 was not allowed to present this testimony through
24 this witness who is very well qualified, your Honor.

25 MS. WHITFIELD: Your Honor, if I may

1 briefly reply?

2 EXAMINER PARROT: Yes.

3 MS. WHITFIELD: NEP cannot have it both
4 ways. They cannot represent in the notice that was
5 filed May 5 that this was just merely an adoption of
6 previously-filed testimony by Ms. Buckley and now
7 come in today and say, well, no, no, no, he did his
8 own analysis, he has made his own conclusions, he
9 did his -- made his own determinations, made his own
10 assumptions. You either adopt the testimony and
11 sponsor it as it was or you -- this is new testimony
12 based on new work that he did -- did that we didn't
13 know about because it wasn't represented in the
14 notice that they filed that it was just a witness
15 substitution.

16 So I would just say it's either out of
17 time or it's misleading testimony because if they are
18 going to say it's mostly just Ms. Buckley he was just
19 testing, testing her analysis, then that's not the
20 way it reads. It reads, his questions, "have you
21 done an analysis"; "yes, I applied"; "I made these
22 assumptions." You know, he's acknowledging -- he is
23 implicitly acknowledging he doesn't have the
24 experience to do the analysis which is why he's
25 substituting the word "experience" throughout his

1 testimony with "opinion." So I would just argue that
2 it's out of time or -- or it's misleading at this
3 point in time. Thank you, your Honor.

4 MR. SETTINERI: Your Honor, if I may?
5 Your Honor, if I may?

6 EXAMINER PARROT: Yes.

7 MR. SETTINERI: Yeah. And I would be
8 glad to mark NEP Exhibit 35 which is the actual
9 notice if you would like to have that in the record,
10 your Honor. Regardless, I will be doing so. But I
11 will read from that notice: "Mr. Rehberg's personal
12 information and background have been substituted at
13 the beginning of the testimony, his resume added, and
14 slight revisions are reflected in Answers 10 and 11
15 and in Exhibit A." That was in that notice.

16 If you compare the testimony of
17 Ms. Buckley to Mr. Rehberg, the answers are almost
18 the same, all right. He has made some revisions
19 today. He made some minor edits to Exhibit A. But
20 other than that, it is the same testimony except for
21 the bio, and minor edits.

22 Therefore, it is proper that this witness
23 can adopt that testimony. It is proper for the
24 witness to make some revisions to that testimony.
25 And again, I would be glad to mark NEP Exhibit 35 and

1 put it in the record so the Bench can see how they
2 essentially match up other than what I have noted and
3 that was all said in the notice. Again,
4 "Mr. Rehberg's personal information and background
5 have been substituted at the beginning of the
6 testimony, his resume added, and slight revisions are
7 reflected in Answers 10 and 11 in Exhibit A."

8 There's no party -- prejudice to the
9 parties here. Thank you, your Honor.

10 MS. BOJKO: Your Honor, may I respond to
11 something counsel just stated?

12 It actually did change today. He got on
13 the stand today and said he conducted his own
14 analysis. From the notice of substitution, that was
15 not provided to the parties. No party knew that he
16 actually conducted his own analysis and no party had
17 the opportunity, because it was done four to five
18 days before the hearing, to file discovery, issue
19 discovery on his analysis, his experience, and how he
20 arrived at his conclusions.

21 Mr. Settineri is correct, the -- except
22 for the changes today it's almost verbatim and except
23 for his background which is why it is confusing to us
24 that he -- he did his own analysis and why that makes
25 it new testimony and a new analysis.

1 We did not have time to file a motion to
2 strike four days before the hearing, so I think that
3 argument is -- is a bit weak, but he testified today
4 that he did his own analysis and we had no
5 opportunity to explore that or -- or test his
6 analysis with discovery.

7 MR. SETTINERI: Yeah. Ms. Bojko, you
8 must not have been reviewing discovery responses
9 because I will note for the record or at least say
10 for the record that NEP did provide discovery
11 responses including workpapers from Mr. Rehberg to
12 the parties. So that -- that is not an issue.

13 Bottom line here is the parties had more
14 than enough time. We -- the notice fully put
15 everyone on notice. And when you look at the
16 testimony, your Honors, it's almost exactly the same
17 except for the bio, except for the revisions today,
18 the minor edits to Exhibit A and then the other two
19 edits that were mentioned in the notice on Answers 10
20 and 11. So he is adopting the testimony. He has
21 made revisions and there is no prejudice to the
22 parties.

23 EXAMINER PARROT: Are there other
24 motions -- are there other motions to strike?

25 MS. WHITFIELD: I have one more, your

1 Honor.

2 EXAMINER PARROT: Go ahead.

3 MS. WHITFIELD: This would -- I would
4 like to do a brief voir dire of Mr. Rehberg if we
5 could.

6 EXAMINER PARROT: Go ahead.

7 MS. WHITFIELD: Okay. Good morning,
8 Mr. Rehberg. My name is Angie Whitfield --

9 MR. SETTINERI: Your Honor --

10 MS. WHITFIELD: Swear him in, I guess.

11 MR. SETTINERI: Yes.

12 EXAMINER PARROT: I've already done that.

13 MS. WHITFIELD: You're right. Who is
14 saying "your Honor"?

15 EXAMINER PARROT: Mr. Settineri. Go
16 ahead, Mr. Settineri, what is it?

17 MR. SETTINERI: Just procedure, your
18 Honor. In terms of the voir dire, is this directed
19 to the Nationwide Energy Partners testimony or the
20 Armada Power testimony, please?

21 MS. WHITFIELD: Thank you. I apologize.
22 This is related to his May 5 testimony filed on
23 behalf of NEP.

24 MR. SETTINERI: Thank you.

25 MS. WHITFIELD: Okay.

1 - - -

2 VOIR DIRE EXAMINATION

3 By Ms. Whitfield:

4 Q. Mr. Rehberg, you have a Bachelor of
5 Science degree in electrical and computer
6 engineering, correct?

7 A. Yes.

8 Q. And you do not hold a degree in
9 accounting, do you?

10 A. No.

11 Q. And you do not hold a degree in
12 economics, correct?

13 A. No.

14 Q. And you don't hold a degree in
15 mathematics, correct?

16 A. No, but I use mathematics as part of
17 engineering.

18 Q. But you don't actually have any training
19 or formal education in mathematics, correct?

20 A. Other than my engineering degree but I
21 don't have a mathematics degree, no.

22 Q. And you don't have any post-graduate
23 degree, do you?

24 A. No.

25 Q. And I believe you indicated you are a

1 professional engineer, correct?

2 A. That's correct.

3 Q. And would you consider yourself a
4 scientist as well?

5 A. Yes.

6 Q. And you hold 14 patents, I believe,
7 according to your resume, for energy technology,
8 correct?

9 A. Yes.

10 Q. And none of those patents in any way
11 relate to methods for performing rate impact
12 analyses, do they?

13 A. Not specifically, no. I am not sure
14 that's applicable.

15 Q. And you have no formal training in
16 ratemaking, correct?

17 A. No.

18 Q. And you also have no formal training in
19 cost-of-service studies or analyses, correct?

20 A. I'm sorry. Can you define what you mean
21 by cost-of-service analyses?

22 Q. Analyzing for a utility company,
23 analyzing their historical expenses and projecting
24 future cash flows to set revenue requirements?

25 A. No.

1 Q. And you obviously, based on that answer,
2 have never performed a cost-of-service study for a
3 utility, correct?

4 A. That's correct.

5 Q. Okay. Have you ever testified as an
6 expert witness about a cost-of-service study in a
7 rate proceeding before the PUCO?

8 A. No.

9 Q. Have you ever testified as an expert
10 witness about cost allocation across customer classes
11 in a rate proceeding before the PUCO?

12 A. No.

13 Q. Have you ever testified as an expert
14 witness about rate impacts in a proceeding before the
15 PUCO?

16 A. No.

17 Q. Have you ever testified at all before the
18 PUCO?

19 A. This is my first time.

20 MR. SETTINERI: Your Honor, I'm sorry to
21 interrupt. I am having connectivity issues here and,
22 Ms. Whitfield, I apologize, but if you can give me a
23 minute, I just want to try something here.

24 MS. WHITFIELD: Sure.

25 MR. SETTINERI: Thank you. You may lose

1 me for a second.

2 All right. Well, as everyone heard, I
3 just connected to our service desk. Hopefully you
4 can hear me better now, Ms. Whitfield?

5 MS. WHITFIELD: Yes. We weren't having a
6 problem hearing you.

7 MR. SETTINERI: All right. I am on a
8 wireless now, we will see how that goes, but I may
9 have to take a break, your Honor. I apologize, I
10 thought the new laptop would do it, but it appears
11 not.

12 Sorry for the interruption,
13 Ms. Whitfield. You may proceed.

14 Q. (By Ms. Whitfield) You testified earlier
15 that you filed testimony in this case on behalf of
16 Armada Power on April 20, right?

17 A. Yes.

18 Q. And that's been marked as Armada
19 Exhibit 17 just for purposes of the record?

20 A. Yes.

21 Q. Okay. And that was approximately two
22 weeks before you filed your testimony on behalf of
23 NEP on May 5, correct?

24 MR. SETTINERI: Objection, relevancy.

25 MS. WHITFIELD: I am getting to the

1 differences in his background between his two
2 testimonies, your Honor.

3 MR. SETTINERI: I thought this was voir
4 dire as to NEP.

5 MS. WHITFIELD: It is.

6 EXAMINER PARROT: Go ahead, Mr. Rehberg.

7 MR. SETTINERI: Objection stands, your
8 Honor.

9 EXAMINER PARROT: Answer the question,
10 Mr. Rehberg.

11 THE WITNESS: Sorry. Could you restate
12 the question?

13 Q. (By Ms. Whitfield) Your testimony filed
14 on behalf of Armada Power was filed approximately two
15 weeks before you filed your testimony on behalf of
16 NEP, correct?

17 A. I believe that's approximately correct.

18 Q. Okay. And it's fair to say your jobs --
19 your job duties and responsibilities at Armada Power
20 did not change during that intervening time, did it?

21 A. No.

22 Q. Okay. And you would agree that your
23 prior work experience did not change between you
24 filing your two pieces of testimony, correct?

25 A. That's correct.

1 Q. And but you would agree, would you not,
2 that your backgrounds in your two pieces of testimony
3 are different, correct?

4 A. They are.

5 Q. If you look at page 1 of NEP
6 Exhibit 17 -- I'm sorry, Exhibit 34.

7 A. Yes.

8 Q. On lines 20 through 22, you reference
9 that you have consulted on a wide range of energy
10 analysis projects while you were at Battelle. Do you
11 see that? I am paraphrasing.

12 A. Yes.

13 Q. And that included electric rate impacts,
14 correct?

15 A. That's correct.

16 Q. But that's not in your testimony about
17 your back -- about your background that you submitted
18 on behalf of Armada, is it?

19 A. I have a lot of background so I didn't
20 include every possible project I have ever worked on
21 in either of these.

22 Q. Okay. So your answer is no -- sorry, I
23 didn't mean to interrupt.

24 A. No. Go ahead.

25 MR. SETTINERI: If the witness can be

1 allowed to finish. Let the witness finish his
2 answer, please.

3 EXAMINER PARROT: Go ahead, Mr. Rehberg.

4 A. I was just going to conclude that I have
5 worked on a wide range of projects over my career so
6 there could be -- there could be differences in what
7 I include.

8 Q. But it is -- so your answer is no, that
9 the information or -- your background about doing
10 electric rate impacts was not included in your
11 background in your Armada testimony, correct?

12 MR. SETTINERI: Objection, asked and
13 answered.

14 EXAMINER PARROT: Go ahead and answer,
15 Mr. Rehberg.

16 A. That is correct. I did not include that
17 component in the Armada Power background.

18 Q. Okay. Now, if you could turn to
19 Exhibit B of your -- your testimony on behalf of NEP.
20 It's your resume.

21 A. Sure.

22 Q. You would agree with me, would you not,
23 there is no mention on your resume of experience with
24 electric rate impact analysis?

25 A. I mean, I would have to review it to

1 verify whether or not it's in here.

2 Q. You can go ahead.

3 A. But it's possible I did not specifically
4 point that out.

5 Q. Okay. In fact, if you look at your
6 resume marked as Exhibit B to your testimony, the
7 words "rate impact" actually appear nowhere on your
8 resume, do they?

9 A. That's correct. It's implied through
10 business case analysis I've been doing for developing
11 technology for commercial applications but no, those
12 words are not specifically in here.

13 Q. And if I could have you turn to -- or, if
14 I could have marked as Kroger Exhibit 1 to proffer,
15 do you have -- did you get Kroger's exhibits,
16 Mr. Rehberg?

17 A. I did get an e-mail last night.

18 Q. Okay.

19 A. Exhibit 1. Downloading that now.

20 Q. And I will identify that for the record
21 as your bio -- biological information page from
22 Armada's website. Do you have that in front of you?

23 A. I do.

24 Q. And is that an accurate presentation on
25 your Armada website about your -- about you?

1 MR. SETTINERI: Objection. I think the
2 witness should identify the document, not the
3 counsel.

4 EXAMINER PARROT: Go ahead and rephrase,
5 Ms. Whitfield.

6 MR. SETTINERI: And also, your Honor, I
7 would like to have a moment to pull up the document
8 myself because I have to rotate it in PDF view as
9 well. Thank you, your Honor. I have it now.

10 Q. (By Ms. Whitfield) Mr. Rehberg, do you
11 have what's been marked as Kroger Exhibit 1? Can you
12 identify what that is for the record, please?

13 A. It appears to be a screen capture or copy
14 of the bio that I have posted on the armadapower.com
15 website.

16 Q. And you've obviously looked at this bio
17 before, correct?

18 A. Yes.

19 Q. Okay. When was the last time you looked
20 at it?

21 A. Probably a year.

22 Q. Okay. And you would agree with me that
23 there is no reference in the bio, marked as Kroger
24 Exhibit 1, to electric rate impacts or any analysis
25 thereof, correct?

1 A. Well, this is an extremely short bio on
2 our website to promote our company and corporate
3 culture and so it's extremely abbreviated. No, it
4 does not contain that experience in there.

5 MS. WHITFIELD: Your Honor, I would move
6 to strike everything in his answer until he said no,
7 it does not appear. That was -- my question was very
8 simple, there is no reference to electric rate
9 impacts or any analysis thereof in his bio. He can
10 read it right there.

11 MR. SETTINERI: Your Honor, if I may,
12 this is voir dire. He is allowed to explain the
13 exhibit that's been presented to him and that's what
14 the question was asking and so he gave an answer as
15 to what that exhibit is.

16 EXAMINER PARROT: And the answer stands.
17 Go ahead, Ms. Whitfield. Next question.

18 MS. WHITFIELD: Okay. If I could have
19 marked as Kroger Exhibit 2. Do you have that in
20 front of you, Mr. Rehberg? Can you identify that for
21 the record?

22 THE WITNESS: I do not have. I've only
23 got one document that says Kroger Exhibit 1.

24 MS. WHITFIELD: Can we go off the record
25 just a second?

1 EXAMINER PARROT: Yes.

2 (Discussion off the record.)

3 EXAMINER PARROT: Go back on the record.

4 Go ahead, Ms. Whitfield.

5 Q. (By Ms. Whitfield) Mr. Rehberg, I've had
6 marked as Kroger Exhibit 2, a document you have in
7 front of you. Can you identify that for the record,
8 please.

9 A. It appears to be a copy of my --

10 MR. SETTINERI: I'll object at this time.
11 I'll object at this time, your Honor, in terms of
12 authenticity. This is a document from LinkedIn. It
13 is not an Armada Power document. If questions want
14 to be asked in terms of his experience, that is fine.
15 But in terms of asking a witness to identify a
16 LinkedIn page whereby it's obviously a LinkedIn
17 document. You can see advertising, other things on
18 the side. So I would object to using this document
19 to cross this witness.

20 MS. WHITFIELD: Your Honor, this is
21 Mr. Rehberg's LinkedIn page. I could identify it for
22 the record what it is and just ask him the few
23 questions. I haven't moved to admit it yet. But I
24 am entitled to question him about the representations
25 on his LinkedIn page, see if he actually is the one

1 who posted this information up there.

2 EXAMINER PARROT: The objection is
3 overruled. Go ahead and answer, Mr. Rehberg.

4 THE WITNESS: So what was the original
5 question?

6 MS. WHITFIELD: I think you actually
7 answered it prior to the objection but --

8 EXAMINER PARROT: I think he started to.

9 Q. (By Ms. Whitfield) For purposes of
10 clarification, can you identify for the record what
11 Kroger Exhibit 2 is that you have in front of you?

12 A. It appears to be a screen capture of
13 LinkedIn, of my profile at some point in time.

14 Q. And when you go down, if you scroll -- if
15 you look at the experience section, do you see that
16 in your LinkedIn?

17 A. Yes.

18 Q. Do you recall submitting this information
19 or -- or setting up your LinkedIn profile yourself?

20 A. I did.

21 Q. Okay. And when is the last time you
22 looked at your LinkedIn profile?

23 A. I don't know for sure.

24 Q. Okay. Okay. And if you could look
25 through your experience section, can you agree with

1 me that there is no reference laid out in any of your
2 background or experience or your positions about
3 electric rate impacts and the analysis of rate
4 impacts?

5 A. I did not include those particular key
6 words.

7 Q. You are currently the Chief Engineer at
8 Armada Power, correct?

9 A. Yes.

10 Q. And in your professional experience have
11 you ever -- well, have you ever prepared cost-based
12 formula rates for wholesale customers?

13 A. Cost-based formula rates for wholesale
14 customers. Can you clarify what you mean by --

15 Q. Let me rephrase that. Let me rephrase
16 that.

17 Have you prepared, in your professional
18 experience, rate designs for utility rates in
19 regulatory proceedings?

20 A. I believe you asked that question
21 previously, but no.

22 Q. Okay. And have you ever had to maintain
23 tariff books?

24 A. No.

25 Q. I believe earlier in your testimony you

1 referenced that you are sponsoring or adopting a rate
2 analysis conducted by Susanne Buckley of Scioto
3 Energy, correct?

4 MR. SETTINERI: Object --

5 A. Correct.

6 MR. SETTINERI: -- mischaracterizes.
7 Your Honor, was there a delay in my objection just to
8 test, please?

9 EXAMINER PARROT: I don't believe so.

10 MS. WHITFIELD: I don't think so, Mike.

11 MR. SETTINERI: All right. Thank you.

12 Q. (By Ms. Whitfield) And did you review
13 Ms. Buckley's analysis that she performed?

14 A. I did not have access to her workpapers
15 or analysis, no.

16 Q. So you didn't -- you didn't assist her in
17 any way in conducting her analysis, correct?

18 A. I had access to her testimony.

19 MR. SETTINERI: Your Honor, at this time
20 I am going to object that we have gone well beyond
21 voir dire of a witness's background and
22 qualifications.

23 MS. WHITFIELD: Well, your Honor, I am
24 also looking at his experience and whether he has got
25 the foundation to provide this testimony because,

1 remember, he was just supposed to be adopting her
2 testimony and now we understand he has done his own
3 analysis, and I am trying to figure out how much of
4 that own analysis was just a replication of hers and
5 based on what assumptions.

6 MR. SETTINERI: Your Honor, I believe
7 voir dire should be properly towards the witness's
8 qualifications, not to what the witness did and
9 didn't do as to the analysis itself but as to the
10 qualifications of this witness, who is a licensed
11 professional engineer. So I think we've gone beyond
12 the scope of what would be a voir dire of his
13 qualifications. I've been very lenient up to this
14 point.

15 EXAMINER PARROT: Response? Anything to
16 add, Ms. Whitfield?

17 MS. WHITFIELD: Well, I would just add,
18 you know, voir dire can go beyond just his
19 educational experience -- his educational background
20 and his experience. Part of his qualifications
21 relates to what he actually did. To present
22 testimony on an analysis, I need to know whether he
23 actually did the analysis or how much of it he relied
24 upon the testimony that he was supposedly merely
25 adopting in his -- as Mr. Settineri has indicated

1 almost verbatim that testimony.

2 MR. SETTINERI: That goes to the weight
3 of the evidence, your Honor. I don't think that's a
4 proper question on cross in terms of what did you do.
5 Here, the voir dire is establishing him as an expert
6 and asking questions about his background and
7 qualifications. Again, I think we have strayed
8 beyond voir dire.

9 MS. BLEND: Your Honor, may I add
10 something?

11 EXAMINER PARROT: Go ahead.

12 MS. BLEND: I think Ms. Whitfield's
13 questioning on this point is directly relevant both
14 to Mr. Rehberg's credentials and, therefore, is
15 appropriate on that basis and whether he is qualified
16 to provide the testimony that he is providing. I
17 think it's also relevant to the motion to strike that
18 was addressed earlier and, you know, should be
19 permitted on that basis as well.

20 EXAMINER PARROT: I am going to allow
21 this particular question. We will see where we go.
22 Let's try to wrap it up if we can, Ms. Whitfield.

23 MS. WHITFIELD: I just have a few more,
24 your Honor. Could I have the last question read
25 back.

1 EXAMINER PARROT: Yes.

2 (Record read.)

3 Q. (By Ms. Whitfield) When did you first
4 become aware of her analysis?

5 MR. SETTINERI: Object. Irrelevant.
6 Relevancy.

7 EXAMINER PARROT: I already overruled
8 your objection.

9 Go ahead and answer, Mr. Rehberg.

10 A. When did I become aware of her analysis?

11 Q. Yes.

12 A. That was the question, correct?

13 Q. Correct, yes.

14 A. Sometime in late April, I believe. Early
15 May, something like that.

16 Q. And did you modify any of the assumptions
17 in her analysis to perform your own?

18 A. No, I don't believe I modified any
19 assumptions.

20 Q. Other than the numerical conclusions on
21 pages 5 and 6, the numerical adjustments, did you
22 make any changes or reach any different conclusions
23 than Ms. Buckley?

24 A. No. Because it's a mathematical
25 analysis. If you do it twice, you still end up with

1 essentially the same results so the conclusions were
2 still the same.

3 Q. But, in fact, your conclusions -- your
4 mathematical conclusions were actually different than
5 Ms. Buckley's, were they not?

6 A. There was probably some small rounding
7 errors which I noted because, as I said, I didn't
8 have access to her work, so when did I my own
9 calculations there were a couple numbers that were
10 off by, you know, a dollar or two out of thousands
11 but that's smaller than the rounding error that you
12 would see in single digit percentage increases, so
13 the final conclusion in my analysis does not change.

14 MS. WHITFIELD: All right. Thank you,
15 Mr. Rehberg. I have nothing further for this voir
16 dire, your Honor. And do you want me to go ahead and
17 make my argument now?

18 EXAMINER PARROT: Yes.

19 MS. WHITFIELD: At this time Kroger moves
20 to strike the following testimony from Mr. Rehberg's
21 May 5 testimony filed on behalf of NEP, and it's all
22 going to be for the same bases:

23 Page 2, lines 14 through 18, beginning on
24 line 14 with the word "While" and ending on line 18
25 with the word "structure."

1 And then page 4, beginning on line 19,
2 with Question 9, through the end of his testimony
3 including Exhibit A, on the grounds that Mr. Rehberg
4 is not a qualified expert and, therefore, is offering
5 an improper expert opinion under Rule 702(B).

6 Under Rule 702(B) of the Ohio Rules of
7 Evidence, a witness offering expert testimony must be
8 qualified as an expert by specialized knowledge,
9 skill, experience, training, or education. While
10 Mr. Rehberg's experience and training may qualify him
11 as an expert in some areas that are relevant to this
12 case, they do not qualify him as an expert in rate
13 design determinations that would go into recommending
14 a low-load factor GS rate schedule.

15 Mr. Rehberg has admitted that he has no
16 formal education in accounting, mathematics, or
17 economics; has never been formally trained in
18 ratemaking or cost-of-service analyses; has never
19 prepared a cost-of-service study for regulatory
20 filings; has never prepared rider filings or rate
21 designs in regulatory proceedings or maintained
22 tariff books.

23 Simply adding a couple gratuitous or
24 general statements about his background that are not
25 supported by his resume, his company's bio, or his

1 LinkedIn page cannot somehow fix the lack of
2 qualification deficiency plaguing his testimony on
3 behalf of NEP.

4 He implicitly already acknowledged to
5 this -- to this panel that he doesn't have the
6 requisite experience to submit this testimony by
7 changing the word "experience" throughout his
8 testimony to "opinion." Therefore, he should not be
9 allowed to offer an expert opinion before the
10 Commission on the proposed low-load factor GS rate
11 schedule, and for those reasons we would request that
12 the passages I previously indicated be stricken.
13 Thank you, your Honors.

14 MS. BLEND: Your Honor, AEP Ohio joins
15 Kroger's motion to strike.

16 MS. BOJKO: Your Honor, consistent with
17 our prior motion to strike joining, OMAEG also joins.

18 MS. GRUNDMANN: As does Walmart.

19 EXAMINER PARROT: All right. Response,
20 Mr. Settineri.

21 MR. SETTINERI: Thank you, your Honor.
22 There's a little bit to unpack there but I think this
23 is relatively simple.

24 Mr. Rehberg's testimony is not going to
25 cost of service, tariff books, riders, things of that

1 nature. I think that's important to realize. And as
2 he mentioned if you heard him on his voir dire, he
3 said these are mathematical calculations.

4 And I would also note that there were no
5 questions asked about this -- the -- his experience
6 on projects that he references at page 2, lines 2 to
7 5 of his testimony. Instead, we were directed to a
8 LinkedIn page and a web bio page as if that should
9 trump sworn testimony in this proceeding. All right?

10 I would note that in his testimony he has
11 a Bachelor of Science degree in both electrical and
12 computer engineering. He is a licensed professional
13 engineer. He is certainly capable of taking rates
14 and applying rates to load and demand to come up with
15 impacts and doing comparisons. That is fundamental
16 math, your Honor.

17 I would also note that at page 1, line 20
18 to 22, again, there were no questions on voir dire
19 about this sworn testimony. "At Battelle, I also
20 consulted on a wide range of energy analysis projects
21 for US and Global customers, including electric rate
22 impacts and macroeconomic trends in utility
23 investments."

24 Continuing on, starting at the bottom of
25 line -- page 1, line 23 [sic], "As part of my work

1 experience at AEP, Battelle, and Armada Power, I have
2 been involved with projects that span a wide range of
3 analysis including, energy management, electric
4 rates, efficiency, and load management for single
5 family residential, multifamily commercial, office
6 building commercial, and industrial facilities
7 including large scale refrigeration and wastewater
8 treatment." There were no questions asked on voir
9 dire about that as well, I would note.

10 He has proposed -- he applied -- he says
11 at page 4, line 21 and 22, "applied the proposed rate
12 schedules in the Stipulation to certain
13 representative monthly demands and usages." Again,
14 this is a math calculation and who better to do it
15 than a licensed professional engineer.

16 He then attaches the results of his
17 analysis as indicated at page 6 and presents that
18 analysis and then the question at page 12 -- sorry,
19 page 7 -- Question 12, do the results of your
20 analysis inform your opinion of the Stipulation on
21 the schedules, and that analysis then informed his
22 opinion, and he does present an opinion based on his
23 calculations and he does present a solution based on
24 his calculations.

25 Again, these are rate impacts. These are

1 not -- he's calculating rate impacts and then coming
2 up with what he proposes a low-load factor customer
3 should have. There were no questions on voir dire
4 about his experience with low-load factor customers
5 but he definitely discusses his experience in terms
6 of opinion in terms of restaurant usage and things of
7 that nature.

8 So you have a witness who is very
9 qualified to look at rate impacts and come up with
10 what those impacts are, and certainly is qualified to
11 provide an opinion on how those -- how those rate
12 impacts affect low-load factor customers; and low
13 load is, again, a mathematical calculation.

14 So certainly this testimony should be
15 admitted in its entirety and, if anything, it would
16 go to the -- I think the Commission should be able to
17 afford the weight of the testimony itself.

18 And I do believe he has demonstrated the
19 requisite expertise, knowledge, and experience to
20 present this direct testimony based on the analysis
21 and, in fact, the fact that he made adjustments,
22 rounding errors to Exhibit A, further shows his
23 qualifications here, your Honor. So he's certainly
24 qualified. I think the motion to strike is off the
25 mark and we ask that it be -- be denied. Thank you,

1 your Honor.

2 MS. WHITFIELD: Your Honor, if I may
3 briefly reply?

4 So, first of all, with respect to, we
5 used his -- his very own Exhibit B to his testimony
6 marked as Exhibit 34. His resume. Nowhere in his
7 resume, even if you don't want to pay attention to
8 his bio on his company's website or his LinkedIn that
9 he said he wrote and submitted that information,
10 let's look at his resume that they have put in and
11 they want to have put into evidence. His resume says
12 nothing about rate design experience, rate impacts.

13 You know, I notice Mr. Settineri didn't
14 say anything about him not having any experience with
15 cost-of-service studies, that not being a problem.
16 According to Mr. Settineri it sounds like as long as
17 you can do math then you can be qualified to provide
18 this expert opinion and that is not the threshold
19 here; otherwise, we would be opening this up to a
20 wide range of people.

21 I have no doubt that Mr. Rehberg is very
22 qualified with his technical expertise and the
23 different technologies that he is presenting on
24 behalf of Armada, but what he is doing here in trying
25 to replicate and fix a problem that they have, that

1 NEP has with respect to Ms. Buckley's testimony, does
2 not make him qualified just simply because he can add
3 numbers together. Thank you, your Honor.

4 MS. GRUNDMANN: Your Honor, this is
5 Carrie Grundmann. Just briefly, I noticed that there
6 was a difference; and I credit Mr. Rehberg with his
7 honesty here. I feel like there was a difference
8 between Mr. Settineri's description of his experience
9 and Mr. Rehberg's acknowledgment of his experience.
10 It's very telling to me that throughout the testimony
11 he changed the phrase "in my experience" each and
12 every time to "in my opinion." And I think that that
13 is relevant to whether or not his experience allows
14 him to draw a conclusion.

15 And I believe one of the things
16 Mr. Settineri noted was an absence in the voir dire
17 was a failure to question him about his experience
18 with low-load factor customers, but I would note in
19 one of the changes that he made in his testimony,
20 specifically line -- or page 6, line 23, he changed
21 the sentence, in my experience, high-load factor
22 customers have a 60 percent load factor, to "in my
23 opinion." So in terms of evaluating what is his
24 experience versus his opinion, I believe the changes
25 he made to his testimony should be relevant to the --

1 to your consideration of the motion.

2 MR. SETTINERI: Your Honor, if I may. In
3 terms of the revisions to his testimony, that is the
4 testimony being presented today in his opinion.
5 There were no questions how he came up -- how he came
6 up with this opinion can be asked on cross. That
7 certainly should be allowed.

8 In terms of, again, I come back to no one
9 -- everyone keeps ignoring his sworn testimony at
10 page 2 that says he has been involved with projects
11 including energy management, electric rates,
12 efficiency, and load management. No one has asked
13 him about that experience whatsoever; instead, trying
14 to use LinkedIn, a resume. Not everything -- we
15 all don't put -- no one puts everything they do on a
16 resume.

17 But he certainly has the qualifications
18 to do a rate impact analysis, identify the issues and
19 propose a solution which is what he is doing here.
20 He is proposing a solution that, frankly, I do think
21 is somewhat -- is math based and -- but he has
22 experience and the qualifications in order to do
23 that, your Honor. And he ran the analysis. You saw
24 how he picked up some minor rounding errors and made
25 corrections.

1 So I think there is no prejudice to the
2 parties. I think this is proper testimony. He's
3 qualified to present this testimony. And the motion
4 to strike should be denied, your Honor.

5 And again, as to what happens on
6 cross-examination, the arguments can go to the weight
7 afforded to his testimony so it's -- let the
8 Commission determine his credibility when they ask
9 questions about how did you come up with your opinion
10 and let the Commission decide that and afford the
11 proper weight to his testimony. Thank you, your
12 Honor.

13 MS. WHITFIELD: Your Honor, I do just
14 quickly want to respond to one thing because
15 Mr. Settineri has now said twice that he was not
16 questioned about his -- the gratuitous comments he
17 added to his background, that were not in his
18 background for his Armada testimony, to try to make
19 it appear like he might be qualified to give the
20 testimony here. I, in fact, did ask him about those,
21 and I actually asked him what his experience was in
22 his resume and what his experience was with rate
23 impact proceedings, and he did not have any. Thank
24 you, your Honor.

25 MR. SETTINERI: That does not go to the

1 testimony. That was avoided completely.

2 EXAMINER PARROT: Are there any other
3 motions to strike?

4 All right. Let's take a short recess.
5 Thank you.

6 (Recess taken.)

7 EXAMINER PARROT: Let's go back on the
8 record.

9 All right. Thank you all for your
10 arguments. Both motions to strike are going to be
11 denied. We do find that the testimony that
12 Mr. Rehberg has offered on behalf of NEP,
13 specifically his response to Question No. 3 is
14 sufficient to allow him to testify today. The
15 Commission will determine the weight to be given to
16 his testimony both as to his experience and as to the
17 analysis that he has done. Counsel will have a full
18 opportunity today to question the witness on those
19 issues. But at this time we are going to proceed.

20 MS. WHITFIELD: Thank you, your Honor.

21 MS. BOJKO: Your Honor, I have a
22 follow-up question. I'm sorry. Mr. Settineri
23 referenced discovery. Just so we're clear,
24 Mr. Settineri, is the discovery you referenced that
25 that you supplemented on May 10?

1 MR. SETTINERI: Well, I believe, your
2 Honor, if we want to go off the record and discuss
3 discovery, I would be fine, but I don't see a reason
4 to discuss it on the record currently.

5 EXAMINER PARROT: Let's go off the
6 record.

7 (Discussion off the record.)

8 EXAMINER PARROT: Let's go back on the
9 record.

10 All right. Are we ready to proceed, I
11 think. Are there any questions for Mr. Rehberg from
12 any of the parties that are opposing the Stipulation
13 in this case?

14 All right. Let's turn to the other side
15 of things. Counsel for OCC.

16 MR. FINNIGAN: Thank you, your Honor.
17 This is John Finnigan.

18 - - -

19 CROSS-EXAMINATION

20 By Mr. Finnigan:

21 Q. Good morning, Mr. Rehberg. My name is
22 John Finnigan. I am an attorney with the OCC. I
23 have some questions about your testimony relating to
24 the Armada pilot program but not the NEP testimony.

25 Sir, am I correct that in this pilot

1 program what you are proposing is a grid integrated
2 water heater program in AEP's service territory?

3 A. Yes, that's correct.

4 Q. Did Armada have an opportunity to present
5 that program in the settlement negotiations that took
6 place among the parties?

7 MR. SETTINERI: Object, your Honor. That
8 goes to confidential settlement negotiations which
9 we've had elaborate objections from the signatory
10 parties on.

11 MR. FINNIGAN: Well, your Honor --

12 MR. SETTINERI: What was presented --
13 what was presented in settlement and all those
14 conversations related to it is -- is confidential
15 settlement. It's not a proper basis -- or subject of
16 questioning.

17 MR. FINNIGAN: Well, your Honor, I'll say
18 the issues in this case go to the three-part test for
19 a settlement. That's what we are litigating here.
20 And if this was never presented as part of the
21 settlement negotiations, then I am going to move to
22 strike the entirety of his testimony.

23 EXAMINER PARROT: Mr. Finnigan, can I get
24 your question again, please?

25 MR. FINNIGAN: Sure. My question,

1 Mr. Rehberg, is, did Armada have an opportunity to
2 present your proposal in the settlement negotiations
3 that resulted in the Stipulation of settlement?

4 EXAMINER PARROT: And the objection is
5 overruled as to that question.

6 Mr. Rehberg, just to be clear, I am not
7 asking that you disclose any specific conversations
8 you had during the settlement, if you, in fact,
9 answer in the affirmative to this question, I guess,
10 but as to whether or not you had the opportunity,
11 please answer that question.

12 MR. SETTINERI: Your Honor, I would also,
13 if you can humor me or -- I would also -- I would
14 object -- further object though as to what -- there's
15 been no foundation laid that this witness is familiar
16 with what, if anything, was submitted during
17 settlement discussions. There should be a foundation
18 laid because as often in general in settlement
19 proceedings, positions change. Things change in
20 terms of what's litigated. So I think a foundation
21 needs to be laid first here.

22 MR. FINNIGAN: Well, your Honor, may I
23 respond?

24 EXAMINER PARROT: You may.

25 MR. FINNIGAN: What we are here to

1 litigate today is whether the Commission should
2 approve the settlement that's been introduced before
3 the Commission in which various witnesses have
4 supported in their testimony.

5 The Commission has a three-prong test
6 that it follows in deciding whether to approve these
7 settlements. And one of the prongs of that test is
8 whether the settlement resulted from serious
9 bargaining among knowledgeable parties.

10 And Mr. Settineri is saying that I should
11 lay the foundation for my questions before I ask them
12 but that's not correct. He needs to lay the
13 foundation in this testimony. There's no foundation
14 in Mr. Rehberg's testimony that this pilot program
15 that he supports was ever presented to the parties
16 during the settlement negotiations that led to the
17 Stipulation. So without that foundation, I will move
18 to strike his testimony in its entirety.

19 MR. SETTINERI: Your Honor, other than
20 Mr. Finnigan presenting e-mails of all the settlement
21 communications, which that's really what he is asking
22 for, again, there has to be a foundation laid that
23 this witness even participated in settlement
24 discussions.

25 We have two NEP witnesses today,

1 Mr. Rehberg and Ms. Ringenbach, but there's been no
2 foundation laid that this witness even participated
3 in settlement discussions and is even aware, if
4 anything was presented, what specifically was
5 presented, your Honor. That is the obligation of
6 Mr. Finnigan to establish that foundation before he
7 asks specific questions about, again which I believe
8 are confidential, what was offered in settlement.
9 That's confidential.

10 EXAMINER PARROT: As to the question
11 that's been asked, I am going to direct Mr. Rehberg
12 to answer.

13 A. I don't know. I wasn't involved in those
14 discussions.

15 MR. FINNIGAN: With that answer, your
16 Honor, I will move to strike his testimony.

17 EXAMINER PARROT: And the motion is
18 denied. Let's continue, Mr. Finnigan.

19 Q. (By Mr. Finnigan) Mr. Rehberg, are any of
20 these Armada devices that you describe in your
21 testimony currently in use on AEP's distribution
22 system?

23 A. There are several thousand deployed that
24 are physically within the territory of AEP but they
25 are used for PJM ancillary services purposes.

1 Q. Okay. So have you validated these with
2 AEP and -- in terms of AEP's use of these devices on
3 their distribution system?

4 A. Well, ultimately the purpose of the pilot
5 is to determine and measure all of the AEP-specific
6 benefits. The technology itself has been deployed in
7 other places around the country for other utilities
8 and wholesale markets so the technology is proven in
9 that case and there are different value stacks that
10 you can accrue depending upon the particular
11 jurisdiction you are in, but that's essentially the
12 purpose of the pilot that I proposed is to
13 specifically determine the AEP benefits.

14 Q. Okay. Now could you answer my question?

15 MR. SETTINERI: Object, argumentative.

16 EXAMINER PARROT: Sustained.

17 Q. My question was, has AEP validated the
18 use of any of these Armada products on its
19 distribution grid?

20 MR. SETTINERI: Object, asked and
21 answered.

22 EXAMINER PARROT: Sustained.

23 Q. (By Mr. Finnigan) Mr. Rehberg, would it
24 be reasonable for AEP to have any concerns regarding
25 cybersecurity impacts from connecting the 20,000

1 Armada devices to its distribution grid?

2 A. Well, we take cybersecurity extremely
3 seriously; that's why we've engineered a number of
4 countermeasures that are best-in-class in our device.

5 A number of the team members that have
6 been and are part of Armada Power used to do projects
7 for the Department of Defense at Battelle, so we
8 incorporated a lot of those learnings. So all of our
9 devices have a unique certificate burned into
10 hardware, a security chip on board each device, so
11 every single communication is both authenticated to
12 be sure that it's a genuine device as well as sent
13 over an encrypted tunnel; so, to our knowledge,
14 that's an extremely high bar of cybersecurity
15 countermeasures.

16 Q. Sir, I'm asking for a yes or no. And you
17 can explain your answer, that's perfectly fine, but
18 please give me a yes or no. Would it be reasonable
19 for AEP to have cybersecurity concerns about
20 attaching the 20,000 Armada devices to its
21 distribution grid?

22 MR. SETTINERI: And, your Honor,
23 objection, asked and answered. He did address the
24 reasonableness through his answer.

25 MR. FINNIGAN: Your Honor, he didn't

1 speak to that at all. He just said what Armada has
2 done with other parties. He didn't address whether
3 it's reasonable for AEP to have concerns or not.

4 EXAMINER PARROT: Overruled. Go ahead,
5 Mr. Rehberg.

6 MR. SETTINERI: And, your Honor, I will
7 object. It calls for speculation.

8 EXAMINER PARROT: Overruled.

9 A. I am sorry. Could you restate the
10 question again so I make sure?

11 Q. Sure.

12 Would it be reasonable to -- for AEP to
13 have cybersecurity concerns about connecting these
14 20,000 Armada devices to its distribution grid?

15 A. Well, as a general rule, philosophically,
16 it's always appropriate to have --

17 Q. Sir, if you could answer my question with
18 a yes or no, and then --

19 EXAMINER PARROT: Mr. Finnigan --
20 Mr. Finnigan, allow the witness to answer the
21 question. Go ahead, Mr. Rehberg.

22 A. So as a general rule, it is always
23 reasonable to be concerned with cybersecurity and
24 that is why we've included a high level of
25 countermeasures addressing that issue.

1 Q. Now, are you familiar with the National
2 Institute of Standards and Technology?

3 A. I am familiar.

4 Q. Do you follow the industry standards that
5 they release?

6 A. Can you guide me to specific ones that
7 you are concerned? They have thousands of them.

8 Q. Yes. Are you familiar with the ones
9 dealing with the SmartGrid framework that would
10 impact hot water heater controls like the one
11 manufactured by Armada?

12 A. I am generally familiar but I don't have
13 that document in front of me.

14 Q. Are you aware that they just had a new
15 release in February of 2001 [sic] that relates to
16 developing cybersecurity standards for devices like
17 the Armada water heater control?

18 A. I have not read --

19 MR. SETTINERI: Objection. Objection,
20 lack of foundation as to the device that's being
21 compared.

22 EXAMINER PARROT: Overruled. Go ahead,
23 Mr. Rehberg.

24 A. I have not reviewed that document, no.

25 Q. Setting aside whether you've reviewed

1 that document, are you aware of whether any new
2 industry standards came out in February that pertain
3 to cybersecurity guidelines for internet of things,
4 devices, attached to a utility's distribution grid?

5 A. You are asking if -- I'm sorry, could you
6 repeat that? You are asking if I am aware of the
7 guidelines?

8 Q. Are you aware of whether any new
9 guidelines were issued by NIST this year that deal
10 with cybersecurity guidelines for attaching water
11 heater controls to a distribution grid?

12 A. I am not aware of any new guidelines, no.

13 Q. If -- when new guidelines are released by
14 an industry standards body like NIST, is it
15 reasonable for a utility to want to take some time to
16 study those guidelines and develop a program to
17 comply with those guidelines?

18 MR. SETTINERI: Objection, calls for
19 speculation.

20 EXAMINER PARROT: Overruled.

21 A. Well, they are guidelines, so you would
22 have to take into account your entire cybersecurity
23 engineering and network architecture into play when
24 evaluating those guidelines.

25 Q. And that would take some time for a

1 utility to evaluate after new guidelines were issued,
2 wouldn't it?

3 MR. SETTINERI: Again, your Honor,
4 object, calls for speculation. He doesn't work for
5 the utility.

6 EXAMINER PARROT: Overruled.

7 A. Sorry. Could you ask the question again?

8 Q. Sure.

9 When new guidelines are issued for
10 developing cybersecurity programs by an
11 industry-standard-setting organization like NIST, it
12 will typically take a utility some time to evaluate
13 those guidelines and then determine whether it has
14 programs in place to meet those guidelines, wouldn't
15 it?

16 A. Well, I don't know if AEP is following
17 NIST guidelines or Ohio Power in this case, which
18 particular utility, whichever one, so I can't say for
19 certain what they -- what they are monitoring there
20 and how long it would take. But presumably if you
21 were going to -- it would take some amount of time
22 other than zero time, yes.

23 Q. And let's see, Mr. Rehberg, did you give
24 a presentation last year to a conference sponsored by
25 the Advanced Energy Economy, entitled "Maximizing

1 Water Heater Control"?

2 A. Yes.

3 Q. Okay. Now, are -- when AEP is asked to
4 attach these 20,000 Armada devices to its
5 distribution grid, are there any cybersecurity
6 protocols that it would have to address?

7 A. Well, as I mentioned, the system
8 incorporates the best industry standard cybersecurity
9 countermeasures that we are aware of that far exceed
10 your typical IoT devices. So aside from their normal
11 cybersecurity policies, I don't think there is any
12 additional cybersecurity risk we need to address.

13 Q. Would it be reasonable for a utility to
14 want to test a new device that's being connected to
15 its grid to make sure it complies with the utility's
16 cybersecurity protocols?

17 A. Yes.

18 Q. And has AEP tested the Armada device to
19 make sure it complies with its cybersecurity
20 protocols?

21 MR. SETTINERI: Objection, lack of
22 foundation whether he has any knowledge of such
23 testing being done.

24 EXAMINER PARROT: Overruled.

25 If you are able to answer, go ahead,

1 Mr. Rehberg.

2 A. AEP has not, but other utilities have.

3 Q. Would AEP's lack of testing of the Armada
4 device to ensure it complies with AEP's security
5 protocols be a reasonable grounds for AEP to have
6 concerns about adopting this pilot program?

7 MR. SETTINERI: Sorry, your Honor, but
8 again object, calls for speculation as to what AEP
9 thinks. This witness is not AEP.

10 EXAMINER PARROT: Overruled.

11 THE WITNESS: Could you please restate
12 the question?

13 MR. FINNIGAN: I will ask the court
14 reporter to read it back, please.

15 (Record read.)

16 A. No. And the reason why is that when you
17 are doing engineering analysis for system integration
18 cybersecurity, what you are looking for is
19 essentially adherence to industry best practices and
20 standards, so things like TLS/SSL encryption, AES,
21 these are known quantities in the cybersecurity world
22 as being effective countermeasures for cybersecurity.

23 So if they would like to verify that our
24 technology implements it as stated, I think that's
25 reasonable, but since the product is implementing

1 those countermeasures I don't think it's -- I believe
2 the way you stated it was would it be reasonable for
3 them to not install, I disagree with that point.
4 Sorry if I missed that -- misworded your question
5 there.

6 Q. So is it your professional opinion as an
7 engineer that whenever a vendor wants to install a
8 new piece of equipment on a utility's distribution
9 grid, that there's no need for that utility to test
10 how that device operates within the utility's
11 cybersecurity protocols before the device is
12 allowed put in -- to be put into operation?

13 A. So what I said was to, one, understand
14 how they've designed it and what they are actually
15 implementing, and I did say it is a good idea to
16 verify that what they've implemented is correct.

17 But beyond that, you know, the testing
18 that you might be -- I guess the question would
19 ultimately get down to what sort of engineering
20 testing are you talking about because something like
21 AES, for example, you could test whether or not you
22 could break it and it would take the entire lifetime
23 of the universe to try to determine that, and you are
24 going to fail, so.

25 Q. Would it be reasonable for AEP to want to

1 do any kind of testing of the Armada device before it
2 allows that device to be connected to its grid?

3 A. It could be reasonable.

4 Q. Okay. And since AEP has not had the
5 opportunity to test the Armada device, is that a
6 reasonable reason why AEP might not want to commit to
7 a pilot program to add 20,000 of them to the
8 distribution grid?

9 MR. SETTINERI: Just object as to lack of
10 foundation as to whether AEP has tested this device
11 given the prior testimony that the units have been
12 deployed.

13 EXAMINER PARROT: Overruled.

14 A. Well, as I mentioned before, the
15 technology is deployed in commercial applications
16 around the country so I mean there is thousands of
17 these units running. So it's not a -- it's not a
18 test as to whether or not the technology is going to
19 work as stated; it's an extremely proven technology.
20 What the pilot is looking at is AEP's specific value
21 stack and the benefits they can accrue to their power
22 system is what is being measured and reported out of
23 this proposed pilot.

24 Q. Well, again, would it be reasonable for
25 AEP to want to do any verification or testing of the

1 Armada device before committing to attach 20,000 of
2 them to its distribution grid?

3 MR. SETTINERI: Object, asked and
4 answered previously at least three questions ago,
5 your Honor.

6 MR. FINNIGAN: Your Honor, he hasn't
7 answered the question at all. He said at one point
8 it would be reasonable for AEP to want to do
9 verification of the device. And then I'm asking as a
10 follow-up question, okay, if that's reasonable, then
11 wouldn't it be reasonable for them to have a concern
12 about agreeing to a program of attaching 20,000 of
13 them before it does that verification.

14 MR. SETTINERI: Yeah, and that assumes
15 facts not in evidence that AEP has a concern. There
16 is nothing in the record that AEP has a concern.

17 MR. FINNIGAN: That's what I am asking
18 him. Would it be reasonable for the utility to have
19 a concern. He is a professional engineer.

20 EXAMINER PARROT: Overruled.

21 THE WITNESS: Can you please restate the
22 question?

23 MR. FINNIGAN: I will ask the court
24 reporter to read it back.

25 (Record read.)

1 A. Well, in my proposal I actually specified
2 deploying 4,000 at a time. So as part of that ramp
3 up, you can also be doing testing and verification
4 and reporting on milestones during that process.

5 Q. Okay. I understand that once the program
6 is agreed to, you could do that. But would -- my
7 question was -- was not that, could the testing occur
8 after you've agreed to the program. My question was,
9 before AEP commits to the program, would it be
10 reasonable for them to want to do any verification or
11 testing of your device on their distribution grid?

12 A. It could be reasonable but not required.

13 Q. Okay. Thank you.

14 And what we are talking about here with
15 this Armada device is, is this a device that would be
16 considered part of the internet of things.

17 A. "Internet of things" is somewhat of a
18 broad marketing term. Can you specify what -- what
19 you are asking there?

20 Q. Well, this is a term you use in your
21 presentation, isn't it?

22 A. As a broad marketing term.

23 Q. Okay. Well, let me kind of specify a
24 little bit more then. What we are talking about is
25 the Armada devices, a behind-the-meter device that

1 would be connected to the internet and interoperate
2 with AEP's distribution grid; isn't that correct?

3 A. Yes.

4 Q. Is that something that would give hackers
5 an opportunity to hack into AEP's distribution grid?

6 A. I think the risk would be exceedingly
7 small in part because of the countermeasures that I
8 laid out.

9 Q. Okay. Now, are you familiar with the
10 recent news stories about Colonial Pipeline that was
11 hacked by a criminal group called DarkSide that
12 caused the pipeline to go offline because it was
13 hacked into and disrupted?

14 MR. SETTINERI: Objection, relevancy.

15 EXAMINER PARROT: Mr. Finnigan, response?

16 MR. FINNIGAN: Yes. I am asking him
17 whether he was -- if he's familiar with the hacking
18 incident that occurred within the last week that
19 disrupted all the fuel supplies to the southeast
20 portion of the country; and then what I am going to
21 ask him next is whether, as additional
22 behind-the-meter devices are attached to AEP's grid,
23 does it increase the risk of disrupting the
24 reliability of the grid like what happened to
25 Colonial Pipeline. So it's a foundational question.

1 EXAMINER PARROT: Overruled. Go ahead,
2 Mr. Rehberg.

3 A. I have read the headlines but I haven't
4 studied that incident -- the pipeline incident in
5 detail.

6 And then to the second half of your
7 question, you know, I don't know what sort of
8 cybersecurity countermeasures and policies they had
9 in place. But one argument to be made would be, you
10 know, that's -- that's a situation where you had a
11 single point of failure; so that pipeline goes down,
12 it disrupts gas to a wide region. That's an argument
13 in favor for distributed resources. So spreading out
14 your storage across a wide range of geographical
15 areas would make you more resilient to single points
16 of failure, so I think that's actually a good point
17 to the benefit of Armada Power.

18 Q. Well, I understand what you are saying
19 that it would make you more resilient after a hack
20 occurs. That wasn't my question. My question is,
21 does this attaching 20,000 grid-connected devices
22 make AEP more vulnerable to a hack?

23 A. Well, the first part of your question,
24 that's not what I said was not after a hack occurs.
25 I was referring to any sort of broad failure because

1 lots of things can disrupt infrastructure. So you
2 could have, say, a power outage to a region or any --
3 or a network outage to one region, but distributing
4 your assets is essentially the opposite of saying
5 putting all your eggs in one basket, right? So that
6 was the first part and I want to clarify that.

7 The second question you said -- you asked
8 was would it -- I am sorry, could you say it again.
9 Would it increase the likelihood of a hack or?

10 Q. Would it increase the risk of a hack to
11 AEP's distribution grid by connecting 20,000 Armada
12 devices?

13 A. Would it increase the risk to the
14 distribution system -- I'm sorry, I just --

15 Q. Here's my question: Would connecting
16 20,000 Armada devices to AEP's distribution grid
17 increase their risk of a hack to the distribution
18 grid and a reliability disruption?

19 A. No, because the systems are not connected
20 to via -- they are not directly connected to other
21 distribution technology hardware. So there isn't a
22 path to go from, say, a water heater into a smart
23 recloser or something like that.

24 Q. So are you saying that AEP should have no
25 cybersecurity concerns with attaching the Armada

1 device to its grid?

2 MR. SETTINERI: Objection. Calls for
3 speculation as to AEP, what AEP thinks, and also
4 asked and answered as to the prior question.

5 EXAMINER PARROT: Overruled.

6 A. So I guess it might be best if I had the
7 question again. Sorry.

8 Q. So is it your testimony that AEP should
9 have no cybersecurity concerns about adding the
10 Armada water heater control devices to the grid?

11 A. I would say they should have negligible
12 security cybersecurity concerns.

13 Q. But they should have some because it does
14 increase the risk of a hack, doesn't it?

15 A. I mean, as a general rule, you can't do
16 anything without some kind of risk.

17 Q. Is your answer "yes"?

18 MR. SETTINERI: Objection, asked and
19 answered.

20 MR. FINNIGAN: Your Honor, I am asking
21 very simple questions that call for a "yes" or "no"
22 answer and he hasn't given me one yet. I think it's
23 fair that he be allowed to explain his answers, but
24 if I ask a question that calls for a "yes" or "no"
25 answer, I think he should be required to either

1 answer "yes" or "no" or give a reason why he can't
2 give a "yes" or "no" answer.

3 EXAMINER PARROT: Objection is overruled.

4 Go ahead, Mr. Rehberg. If you are able
5 to give a "yes" or "no," go ahead.

6 A. There could be some nonzero risk as with
7 deploying any technology.

8 Q. Okay. Now, are you familiar with the
9 concept of beneficial electrification?

10 A. Yes; generally familiar.

11 Q. Is that a movement within the electricity
12 industry that is encouraging migration to electricity
13 as an end use because electricity is ultimately going
14 to be the cleanest fossil fuel as more renewable
15 energy gets added to the grid?

16 A. What was the question?

17 Q. Is beneficial electrification a concept
18 that end users should be changed to electricity
19 because electricity will eventually become the
20 cleanest fossil fuel used for generation?

21 A. That -- that's close to the definition
22 that I understand. Electricity isn't an end use,
23 it's a delivery mechanism, and the idea would be that
24 electricity would be generated with more low-carbon
25 or zero-carbon resources so it would eliminate -- it

1 would begin to eliminate carbon production.

2 Q. Okay. And does that concept also include
3 replacing existing uses of electricity that are less
4 efficient with more efficient uses of electricity?

5 A. I think that concept is covered under the
6 concept of energy efficiency. I don't know if that's
7 necessarily beneficial electrification.

8 Q. Now, does the Armada device work with
9 electric resistance water heaters and heat pump water
10 heaters?

11 A. No. It's only electric resistance water
12 heaters.

13 Q. Are heat pump water heaters more
14 efficient than electric resistance water heaters?

15 A. It depends on how you take the
16 measurements.

17 Q. In what way?

18 A. Energy efficiency is a complicated topic.
19 It depends on how you draw your box around the item
20 being studied. So if you draw your box around the
21 water heater itself, you may find that your
22 measurement of energy in versus energy out is
23 improved with the heat pump.

24 But if you draw the box around the
25 envelope of the entire house, what the heat pump is

1 doing is it's pumping heat, it's pulling heat in from
2 its surroundings to heat the water. So if you live
3 in Florida, that probably works out well for you; you
4 would see maybe the total energy usage of the house
5 would go down. If you live in, say, a colder
6 climate, maybe like Ohio, you may be putting
7 additional load on your HVAC system, so that energy
8 has to be picked up somewhere else.

9 And then if you take a look at the even
10 bigger picture, if you look at the whole power grid,
11 then you have to look at synchronization of supply
12 and demand in real time.

13 Q. Are you aware of whether utilities across
14 the country are testing whether to replace electric
15 resistance water heaters with heat pump water heaters
16 because they are more efficient?

17 A. I believe that's generally a true
18 statement that there are instances of that occurring.

19 Q. Okay. And is that a reason for AEP to be
20 concerned about committing to this pilot program that
21 would only work with electric resistance water
22 heaters?

23 MR. SETTINERI: Objection. Calls for
24 speculation, no lack of -- lack of foundation that
25 AEP is concerned. He continues to present this as if

1 AEP was concerned, the way the question was phrased,
2 your Honor.

3 EXAMINER PARROT: Overruled. Go ahead,
4 Mr. Rehberg.

5 A. Well, I can't speak to the concern or not
6 concern that AEP may have, but just in general, heat
7 pump water heaters are different than controlled
8 electric resistance water heaters.

9 So one of the -- as you pointed out, the
10 benefits of the electric -- I am sorry, the heat pump
11 water heater is, in some specific instances, it is
12 more energy efficient.

13 The downside to heat pump water heaters
14 is that they tend to need to consume their energy
15 over a wider period of time so their duty cycle is
16 longer which means you are unable to shift that load
17 in time as effectively as you could with a resistance
18 water heater.

19 You also have some additional downsides,
20 too, that you can't deploy them everywhere,
21 particularly in places that you might be space
22 constrained in your house because they are larger,
23 they are more expensive. They have -- they make
24 noise. They have a maintenance schedule behind them.

25 By controlling electric resistance water

1 heating, it's a lower-cost solution all together.

2 And from a grid perspective, when you are
3 looking at in terms of, say, low-carbon sources of
4 renewables, really the key issue that you have to
5 deploy to make the power grid more cost effective
6 with a larger renewable generation is the storage
7 aspect. So by using the inherent thermal storage
8 capability of resistance water heaters, you actually
9 can get a larger benefit for the power grid.

10 Q. Now, is Armada the only manufacturer of
11 equipment and software that could be used for grid
12 integrated water heater programs or do you have
13 competitors in your business?

14 A. There are competitors. I am not aware of
15 any that have the level of features, patents, and
16 capabilities that our system has.

17 Q. Well, just because you might not have the
18 same level of patents doesn't mean it won't work the
19 same, does it?

20 A. I am not a patent attorney but that could
21 perhaps be true.

22 Q. Okay. Now, in your testimony you propose
23 that AEP adopt this pilot program where they would
24 use 20,000 Armada devices, and not that they go and
25 issue an RFP for manufacturers of grid integrated

1 water heater controls and then select from the RFP;
2 is that right?

3 A. That's correct.

4 Q. Okay. Now, would you agree with me that
5 it's generally considered good utility practice for a
6 utility company to source goods and services through
7 competitive bidding?

8 A. Well, as pointed out, one of the major
9 concerns of deploying a technology like this is
10 cybersecurity and so having a device that has the
11 high level of cybersecurity countermeasures that are
12 unique to Armada Power would be advisable for
13 deploying something like this that you would be
14 depending upon for grid reliability and storage.

15 Q. Sir, let me ask you if you can give me a
16 "yes" or "no" answer to this question. And if you
17 can't, tell me why you can't answer this with a "yes"
18 or "no." Would you agree it's generally considered
19 good utility practice for a utility to source goods
20 and services through competitive bidding?

21 A. I don't know.

22 Q. Okay. Do you know whether -- do you have
23 an opinion whether it would be reasonable for
24 consumer groups to be concerned about a \$6 million
25 investment by a utility that wasn't procured through

1 a competitive procurement process?

2 A. So your question -- I am sorry. Could
3 you say that again? Should --

4 MR. FINNIGAN: I will ask the court
5 reporter to read it back, please.

6 (Record read.)

7 MR. SETTINERI: I just object as to
8 ambiguous as to the type of investment and what
9 constitutes a consumer group.

10 EXAMINER PARROT: Overruled.

11 A. Well, I haven't -- I have no experience
12 working for a consumer group so I can't really
13 speculate on what their opinion would be.

14 Q. Does AEP have an existing direct load
15 control program for customer water heaters that
16 provides the benefit of load control but not the
17 benefit of grid connectivity?

18 A. I don't know what the status of their
19 current programs are.

20 Q. If AEP did have an existing direct load
21 control program -- well, strike that.

22 Given that answer then, I suppose you
23 prepared -- prepared no cost/benefit analysis to
24 review any incremental costs and benefits your
25 program would provide as compared to any existing

1 programs.

2 MR. SETTINERI: Objection. He stated he
3 wasn't aware of any programs; therefore, he can't --

4 MR. FINNIGAN: Okay. Okay. I will
5 withdraw that question.

6 Q. (By Mr. Finnigan) Now, I want to go back
7 to the presentation you made entitled "Maximizing
8 Water Heater Control" at the Advanced Energy Economy
9 conference last year. Do you recall making the point
10 that one of the obstacles to deploying these grid
11 integrated water heater programs is regulatory
12 uncertainty?

13 A. Yes. I think that's generally true.

14 Q. And the nature of the regulatory
15 uncertainty is that these grid integrated water
16 heater programs provide benefits over different
17 functions of electricity service, namely generation,
18 transmission, and distribution, but regulators have
19 not identified how those benefits should be allocated
20 among those different functions or how costs should
21 be recovered among those different functions; isn't
22 that correct?

23 MR. SETTINERI: Object, compound
24 question.

25 EXAMINER PARROT: Overruled. If you need

1 him to break the question down, Mr. Rehberg, let
2 us -- let us know.

3 A. Well, I mean, I think what you generally
4 stated is -- is a concern or is directionally
5 correct.

6 Q. And is this something that you view as an
7 obstacle to further deployment of grid integrated
8 water heater programs, this regulatory uncertainty?

9 A. Well, in any business the concept of
10 regulatory uncertainty could be seen as an obstacle
11 or a risk just as a general nature.

12 Q. Would it be reasonable for AEP to be
13 concerned about adopting a program to add 20,000 of
14 these grid integrated water heater devices where this
15 regulatory uncertainty exists?

16 MR. SETTINERI: Again, objection, calls
17 for speculation as to what AEP thinks.

18 EXAMINER PARROT: Overruled.

19 A. Well, I am not an attorney but isn't that
20 sort of the whole point of this process that we are
21 doing here is to establish the regulatory certainty?

22 Q. My question to you, Mr. Rehberg, is
23 simply, would it be reasonable to -- for AEP to have
24 concerns about adopting this pilot program given that
25 this regulatory uncertainty exists?

1 MR. SETTINERI: And I will just object.

2 He answered the question. Asked and answered.

3 EXAMINER PARROT: Overruled.

4 A. Well, I mean, AEP's entire business is
5 essentially boiled down to managing regulatory
6 uncertainty around their investments so I would see
7 this as no different from any other regulatory
8 uncertainty that AEP would be faced with. But again,
9 I don't work for AEP so I can't tell you what they
10 really would be thinking. That's just my guess.

11 Q. Does your testimony provide any
12 recommendations for how the Commission should assign
13 the costs and benefits of the grid integrated water
14 heater program across the generation, transmission,
15 and distribution functions?

16 A. I did not make any specific
17 recommendation as to how that would occur. However,
18 given that many of the benefits would be focused on
19 things like reliability and grid system stability, it
20 could be logical that it could be put into something
21 such as the Distribution Investment Rider.

22 Q. And are you aware of any framework that
23 exists now that AEP could rely on for knowing how the
24 benefits and costs of the grid integrated water
25 heater program would be assigned among the generation

1 and transmission and distribution functions?

2 MR. SETTINERI: At this time I will just
3 object to the use of the phrase "integrated" -- I
4 can't remember -- grid water heater program. There
5 has been no foundation that that is exactly what
6 Mr. Rehberg calls it.

7 MR. FINNIGAN: I asked him at the very
8 beginning of his testimony whether it was fair to
9 call his program one for grid integrated water
10 heaters; and he said yes, that was a fair
11 description.

12 EXAMINER PARROT: Overruled.

13 MR. SETTINERI: Thank you, your Honor.

14 THE WITNESS: Sorry. Can you read your
15 original question back?

16 MR. FINNIGAN: Could the reporter read it
17 back, please.

18 (Record read.)

19 A. I'm not familiar with a specific
20 framework.

21 Q. Now, is it reasonable for AEP and
22 consumer advocates to be concerned about the cost of
23 the Armada pilot program?

24 A. Well, the investment into the
25 infrastructure drives cost savings over time, so it's

1 ultimately a positive.

2 Q. Is that a question you are able to answer
3 with a "yes" or "no"?

4 MR. SETTINERI: Objection. I will just
5 object, asked and answered; and ask that Mr. Finnigan
6 allow Mr. Rehberg to complete his answers, and I will
7 let Mr. Finnigan complete his answers [sic] before I
8 object.

9 EXAMINER PARROT: Mr. Rehberg, were you
10 finished?

11 THE WITNESS: Yes, yes, your Honor.

12 Q. (By Mr. Finnigan) Mr. Rehberg, let me
13 pose this question to you and ask you if there is any
14 reason you can't answer this with a "yes" or "no,"
15 and if there's not, please tell me why. Is it
16 reasonable for AEP and consumer advocates to be
17 concerned about the cost of the Armada program?

18 MR. SETTINERI: Objection, asked and
19 answered, compound question.

20 EXAMINER PARROT: Overruled.

21 A. Well, since -- since I am not AEP or a
22 consumer advocate, I can't actually say what their
23 concerns would be.

24 Q. Let me ask you about the cost estimate
25 that you provided for the Armada program in your

1 testimony. Does your cost estimate include
2 installation costs?

3 A. It does not.

4 Q. Would -- would AEP have to incur
5 installation costs in order to implement the Armada
6 program?

7 A. Yes.

8 Q. Would AEP have to perform marketing and
9 customer education with its customers to educate them
10 about the Armada program if it were adopted?

11 A. They may.

12 Q. Does your cost estimate include that
13 cost?

14 A. No.

15 Q. Would AEP need any equipment to measure
16 the electricity flow from the hot water heaters back
17 to the grid?

18 A. No. Our equipment includes a revenue
19 grade meter inside of it.

20 Q. Would AEP need to develop software to
21 send signals to the water heaters to deliver
22 ancillary services to the grid?

23 A. No. Our software platform is standalone
24 and provides all that functionality.

25 Q. Okay. And again, I guess, they would

1 need to do some verification or testing to see how
2 that software interacts with their communication
3 system?

4 A. Not to my knowledge. I don't know -- no,
5 there would not be an additional test as you have
6 described.

7 Q. Well, who would -- who would trigger the
8 call on the distribution grid for the water heaters
9 to provide ancillary services?

10 A. That would be through our software
11 platform.

12 Q. Okay. So AEP would have no -- play no
13 role in managing the ancillary services that are
14 delivered by the Armada-controlled water heaters?

15 A. Well, we provide software and access to
16 the software to the client, in this case AEP's
17 operations, to trigger events and manage the system.

18 Q. Okay. And that's -- that's where I was
19 going after. So it would be up to AEP to decide when
20 to call in an event that would trigger the ancillary
21 services from the water heaters?

22 A. That is -- that is generally the way it's
23 deployed. We do offer services to support load
24 forecasting and operations as well but that's not
25 what I -- I proposed in this.

1 Q. Okay. So whether you supply that service
2 or whether AEP performs that service, is that cost in
3 your cost estimate that you delivered in your
4 testimony?

5 A. So the -- just to clarify, you know,
6 we -- we provide load forecasting and operations
7 services generally for smaller utilities like
8 electric co-ops where they only have a few thousand
9 members, so they would rely on us for that type of
10 capability.

11 AEP is a pretty large utility company and
12 generally has that expertise in-house, so we assumed
13 they would operate it themselves and, yes, all those
14 costs for the software platform are included in my
15 estimates.

16 Q. Okay. I understand the costs for the
17 software platform are your -- are included in your
18 bid -- in your cost estimate. That's not what I want
19 to ask you about. I want to ask you about would AEP
20 have to pay for their employees to monitor the grid
21 and determine whether to call a triggering event that
22 would call for ancillary services from the hot water
23 heaters?

24 A. Well, I don't have those details on how
25 AEP is currently staffing distribution grid

1 operations but logically this would slide into what
2 they are already doing for distribution dispatch and
3 functions like that.

4 Q. Okay. But this is a new resource that
5 they would have to manage that they don't currently
6 manage, right?

7 A. That's correct. But it's difficult to
8 say as to whether or not that would be an additional
9 workload or an efficiency improvement to their
10 workload.

11 Q. But in any event, it's not included in
12 your cost estimate, is it?

13 A. I did not include that, no.

14 Q. Now, in your presentation entitled
15 "Maximizing Water Heater Controls," you have a slide
16 that is entitled "Considerations for a Utility Grid
17 Integrated Water Heater Program." One of the items
18 you mention is utility-grade hardware, long-life
19 components. Do you recall that? Those were your
20 words.

21 A. That does sound correct, yes.

22 Q. What does that mean, "utility-grade
23 hardware, long-life components"?

24 A. So in -- so to compare in our previous
25 discussion around IoT devices, most internet of

1 things devices tend to be deployed for essentially
2 in-house kind of low-duty cycle use. So they will
3 oftentimes lack ruggedization, cybersecurity
4 countermeasures, and long-life capabilities.

5 We designed our product to serve the
6 power grid, so our switching relay is rated for over
7 4 million full load switching cycles. So if you were
8 doing advanced functions like renewables firming,
9 frequency regulation, any type -- any type of
10 real-time switching for storage on the grid, you need
11 that level of life. So the combination of
12 ruggedization for long-life components in our
13 electronics along with cybersecurity controls is a
14 much higher grade of hardware design than most other
15 consumer electronics.

16 MR. FINNIGAN: That's all the questions I
17 have. Thank you, Mr. Rehberg.

18 THE WITNESS: Thank you.

19 MR. SETTINERI: Your Honor, may we go off
20 the record briefly?

21 EXAMINER PARROT: Yes.

22 (Discussion off the record.)

23 (Recess taken.)

24 EXAMINER PARROT: Let's go back on the
25 record.

1 Counsel for One Energy.

2 All right. Moving on to Walmart.

3 MS. GRUNDMANN: Thank you, your Honor.
4 Sorry, I was getting there.

5 - - -

6 CROSS-EXAMINATION

7 Ms. Grundmann:

8 Q. Good morning, Mr. Rehberg. How are you
9 today?

10 A. I'm doing well. Good morning.

11 Q. I have a couple of questions focused on
12 the testimony that you submitted on behalf of NEP and
13 I believe that will be solely my focus today.

14 I guess I wanted to ask you a couple of
15 questions. This morning when Mr. Settineri asked you
16 if you had any changes to the NEP testimony, one of
17 the changes that it appeared to me that you made
18 routinely throughout your testimony was to strike the
19 phrase "based on my experience" and to substitute for
20 that "in my opinion." What was the reasoning for
21 that change?

22 A. Well, I'm an engineer so I like to be
23 technically correct. It's -- a lot of these things
24 would be difficult to experience, so having being
25 based -- being my opinion based on my experience is

1 more technically accurate.

2 Q. So do you have experience with
3 determining what is or what is not a low-load factor
4 or a high-load factor customer?

5 A. Yeah. In my work at Battelle, we did a
6 lot of business case analysis for a wide range of
7 customers, everything from residential, commercial,
8 large industrial and, of course, you know, demand
9 charges are a significant component of that. We also
10 looked at Nationwide Energy Partners' bills, you
11 know, even when I was a part of Battelle as well.

12 For this specific analysis, this is
13 probably the first time I actually plotted out the
14 load factor percentage as a component. I've been
15 generally familiar with that concept previously
16 through other work that I have done, but in this
17 particular case here, illustrating the impact on load
18 factors, this mathematical analysis is the first time
19 I made that spreadsheet.

20 Q. So let's go back to your work at
21 Battelle. Can you remind me again what years you
22 were at Battelle?

23 A. I believe it was between 2010 to 2015.

24 Q. Okay. And while you were at Battelle,
25 you indicated that you worked on projects. Can you

1 give me an example of a project that you worked on,
2 and then, as an additional follow-up, your role
3 within that project?

4 A. Specific to a particular topic? I mean
5 we worked on a lot of stuff.

6 Q. Well, in the context of my question as it
7 relates to your experience with high-load and
8 low-load factor customers. So in essence my question
9 is, although you may have worked on a project
10 broadly, I'm trying to understand the extent to which
11 your experience and work on that project actually
12 specifically related to the consideration of
13 high-load versus low-load factor as opposed to the
14 experience that you presently have at Armada as it
15 relates to being a professional engineer who has
16 applied for certain patents. So I am trying to
17 understand if you were a cog in the wheel or if you
18 actually were involved in the cog that I care about.

19 A. Got it. Thank you. I appreciate that
20 clarification.

21 So one example would be actually some of
22 the analysis we did for Nationwide Energy Partners at
23 Battelle and then contrasting that with work I was
24 also doing for industrial consumers. So if you take
25 a look at something like NEP -- we also looked at

1 some quick-serve restaurants as well.

2 So you can see the difference in customer
3 class for commercial and industrial energy use where
4 you basically have two different components where
5 you've got one that's sort of behavioral driven which
6 is what we saw in the load factors and
7 power-consumption characteristics of things like
8 restaurants, Nationwide Energy Partners, ones that we
9 classify as low-load factor. And then on the
10 industrial side by, you know, going to wastewater
11 treatment plants and industrial refrigeration, we
12 could see a higher load factor where -- or
13 manufacturing for that example, where they are able
14 to control their usage on a much more granular scale.

15 And then as far as my role goes, I was a
16 principle research scientist at Battelle, so I was
17 responsible for managing projects from start to
18 finish as well as client relations and developing new
19 business in regards to their energy practice.

20 Q. Okay. So when you were at Battelle, your
21 role was to develop new products.

22 A. That was one component.

23 Q. And then -- and then an additional
24 component was to find customers to use that product.
25 You had a sort of sales role; is that fair?

1 A. We actually did two things. One was on
2 the product research development side but we had a
3 large component of our business that was essentially
4 energy consulting.

5 Q. Okay. And so let me ask a question a
6 little bit. I want to make sure I understand the
7 proposal that you are making here. You want to
8 create a -- a rate class applicable to customers with
9 a load factor of 40 percent or less; is that sort of
10 the starting point?

11 A. That's generally correct, yes.

12 Q. And how do you derive the revenue
13 requirement for that rate class?

14 A. Derive the revenue requirement for whom?
15 You're saying like --

16 Q. For those customers who are going to be
17 in the new rate class that you are proposing.

18 A. So the way I calculate it was I looked at
19 the amount of costs from the rates proposed in the
20 Stipulation under the demand-only charge and then
21 calculated an equivalent but different rate that
22 takes into account both the demand and kilowatt-hour
23 components to then roughly equal the same amount of
24 revenue for those -- for those customers if their
25 consumption didn't change.

1 Q. So let me try to repeat it back to you a
2 different way. If the customers you propose to
3 include in a new rate class remained in the rate
4 class as proposed by the Company in the Stipulation,
5 you are still proposing to recover that same revenue
6 amount just through a different -- just not
7 completely through the demand charge as the Company
8 has proposed?

9 A. That's correct. It would be similar but
10 through a different mechanism.

11 Q. And so as you are proposing this new
12 40 percent rate class, if you are still recovering
13 the same dollars, the same revenue, albeit through
14 different mechanisms, is it fair to say you are
15 changing -- that you are going to ask certain of
16 those customers to pay more costs than they would pay
17 under the Company's proposal?

18 A. Not necessarily because one change would
19 be -- because we are -- I'm proposing shifting from a
20 pure demand charge to one that's split between demand
21 and energy, what that does is it would take out the
22 amplifying effect from low-load factor incidents. So
23 for those customer classes that would be affected by
24 this new rate, they would have better tools under
25 their control today to be able to manage their costs

1 as opposed to what was proposed in the Stipulation
2 which could amplify those issues.

3 Q. Do you believe that distribution costs
4 are fixed costs or volumetric charges?

5 A. So distribution costs in terms of whose
6 perspective?

7 Q. You can answer the question and then you
8 can tell me from what perspective you provide your
9 answer.

10 A. Okay. So I guess maybe I don't entirely
11 understand. You are asking if -- are distribution
12 costs fixed costs or volumetric costs. So you are
13 saying do the costs vary with just the cost of a
14 fixed infrastructure or do the costs vary with
15 operation considerations. Is that what you are
16 asking?

17 Q. Well, you would agree with me that fuel
18 is a volumetric-related expense, right? The more
19 power people use, the more fuel we have to purchase;
20 it's volumetric. So a customer who uses more fuel or
21 causes the Company to need more fuel, they have to
22 pay a higher kWh charge.

23 A. Okay.

24 Q. Right?

25 A. Yes.

1 Q. A fixed infrastructure, a distribution
2 system is a fixed cost. It costs X dollars. The
3 cost of it doesn't change depending on how much
4 energy someone uses.

5 A. I mean, it could depend on other -- on
6 other types of real-time issues. I mean, you have to
7 take into account reactive power and other, you know,
8 potentially load-dependent issues, but I suppose
9 that's -- that's an approximation.

10 Q. Okay. So agree -- then what I would like
11 for you to do is agree with me that the distribution
12 system is fixed costs, okay? Under your scenario, if
13 you are proposing to recover fixed costs through a
14 volumetric energy charge, aren't other customers of
15 the utility going to have to make up for those costs
16 that your proposed pilot program customers will be
17 able to avoid by changing their behavior?

18 A. Well, I am not eliminating the demand
19 charge in my -- in my proposed rate. I mean, we are
20 still accounting for that fixed cost or, you know,
21 essentially the capacity component of distribution.
22 I'm essentially proposing reducing it -- I'm sorry,
23 increasing it at a -- at a smaller rate.

24 So instead of just doubling the demand
25 charge, nearly doubling the demand charge as the

1 Stipulation proposes, I am proposing to only increase
2 it by a smaller, more gradual amount, but then, in
3 order to make the calculated revenue come out roughly
4 the same, to account for that through the
5 kilowatt-hour component of the bill. So I am not
6 ignoring that there is a fixed capacity component to
7 it; I am just saying it shouldn't be increased quite
8 so fast.

9 Q. But you understand, right, that by
10 putting it onto the energy charge, that customers can
11 avoid paying it by using less energy?

12 A. That is the risk that utilities have
13 dealt with for the last more than a century; so,
14 yeah, I suppose that's generally true.

15 Q. Right. And so that goes back to my
16 original question. If the costs are fixed costs and
17 you would have customers avoid paying that fixed cost
18 because they can avoid that cost by using less
19 energy, are you not shifting costs to other
20 customers?

21 MR. SETTINERI: Objection, asked and
22 answered. The answer is already in the record.

23 MS. GRUNDMANN: Well, I don't believe he
24 has answered the question. You know, to the extent
25 that we are talking about whether or not fixed costs

1 still need to be recovered and the impact of lowering
2 your energy usage, I mean, I just think he needs to
3 answer the question so we can understand what this
4 proposed pilot program actually is. So if -- it's
5 fine if it's a program that actually recovers all of
6 the fixed costs that those customers incur and cause
7 the Company to incur.

8 It's a different situation entirely if it
9 becomes a mechanism by which those customers shift
10 costs to other customers because they are able to
11 avoid paying their share of fixed costs because of a
12 percentage of their rate is recovered through the
13 volumetric. And so I don't believe that his prior
14 answer is asked and answered in the sense that we
15 were in agreement as to what I am asking him, and I
16 think that it's important that he does so as he is
17 sponsoring this given pilot program.

18 MR. SETTINERI: In his answer he did
19 address the demand component in his answer and what
20 you just stated can go on your brief, or you can
21 bring it through a witness, but you don't have a
22 witness in this case.

23 MS. GRUNDMANN: I appreciate the obvious,
24 Mr. Settineri.

25 EXAMINER SEE: Thank you, both.

1 EXAMINER PARROT: The objection is
2 overruled.

3 Let's go off the record.

4 (Discussion off the record.)

5 EXAMINER PARROT: Let's go back on the
6 record.

7 Mr. Rehberg, go ahead and answer the
8 question. If you need us to reread it, we'll do
9 that.

10 THE WITNESS: Thank you, your Honor. I
11 think I got it.

12 EXAMINER PARROT: Okay.

13 A. So, you know, I guess I can't agree with
14 your hypothesis completely because at the end of the
15 day the cost of the distribution and infrastructure
16 equipment is one thing and the way you recover those
17 costs is always going to be some decoupling. You can
18 flip your argument around and say if the other
19 customers implemented really, really good demand
20 control, they would then shift those costs onto the
21 customers on the kilowatt-hour pilot. So, no, you
22 can't -- you can't categorize what you said as being,
23 you know, the case in every situation.

24 Q. Mr. Rehberg, I am not sure I understand
25 that answer, so I guess I just want to parse it out a

1 little bit. Do you agree that fixed costs should be
2 recovered through fixed bill components and
3 volumetric components should be recovered through
4 volumetric components?

5 MR. SETTINERI: Objection, compound
6 question.

7 Q. (By Ms. Grundmann) Okay. Mr. Rehberg, do
8 you agree that fixed costs should be recovered
9 through fixed bill components?

10 A. Not necessarily.

11 Q. Why not?

12 A. Well, we are talking about, I think,
13 ultimately two different things here, right? Like
14 one would be how you recover essentially the entire
15 operational costs of the company through a rate, and
16 then the other would be essentially what you are
17 trying to deploy in terms of infrastructure
18 investment, so there is lots of examples where costs
19 could scale and they may scale depending on other
20 reasons like the type of customer that you are
21 dealing with.

22 So if you charge the same fixed costs to,
23 say, a small user of electricity and the same fixed
24 costs to a larger user of electricity, you might
25 say -- you might make an argument it wouldn't be fair

1 because now you are allocating a larger percentage of
2 their bill to that fixed cost of that smaller
3 customer.

4 It would be like the same argument as to
5 why, like, if you had a 5,000-square-foot house, you
6 know, versus somebody who had a 500-square-foot
7 house; a fixed cost on either component of those
8 bills would be essentially a larger percentage of the
9 smaller person's house than the larger one. So, no,
10 I can't say that's 100 percent the case.

11 Q. But I mean, Mr. Rehberg, the difference
12 in your house analogy, I think, and agree with me if
13 I am wrong, but the difference is that you charge on
14 average a given dollar amount per square foot. And
15 the difference in what people pay is differentiated
16 by the total number of square feet they have.

17 So if it costs you \$100 per square foot
18 to build a house, then a person with a
19 500-square-foot house is going to pay 500 times 100.
20 Whereas, a person with a 5,000-square-foot house is
21 going to pay 5,000 times 100. And so doesn't that
22 address the situation where two different homes incur
23 the same fixed costs? Why would that same analogy
24 not apply here when you are recovering the utility's
25 fixed costs through rates?

1 MR. SETTINERI: Objection, multiple
2 compound questions.

3 EXAMINER PARROT: Overruled.

4 A. So there's -- the point that I am trying
5 to make is that there are multiple ways to recover
6 ultimately what are infrastructure costs through
7 rates. So it's not clear to me that you've come up
8 with a formula that is exactly one to one of a fixed
9 cost that is assigned to a customer.

10 So in this example because it sounds
11 like -- correct me if I am wrong, but your hypothesis
12 here is that a demand charge is a one-to-one
13 comparison to a fixed cost, but it's not. It's
14 variable, right? It's variable to your demand.

15 There is lots of ways to measure the way
16 you do electric delivery. We happened to pick demand
17 in kilowatt-hours because of tradition and they
18 happen to be easy to measure but those aren't the
19 only ways to measure electric delivery.

20 I think you falsely created this concept
21 that that is exactly one to one assigned to a fixed
22 cost and I am saying that's not -- that's not like
23 physically true.

24 MS. GRUNDMANN: Okay. Thank you,
25 Mr. Rehberg. Those are all the questions that I

1 have.

2 THE WITNESS: Thank you.

3 EXAMINER PARROT: Kroger.

4 MS. WHITFIELD: Thank you, your Honor.

5 Before I start my cross, I was going to suggest maybe
6 my questioning from voir dire, the parties could
7 stipulate that that could just be brought into
8 evidence here, so I don't have to repeat all that
9 questioning again? I am happy to, but I am just
10 trying to think of being efficient and streamlining
11 things.

12 EXAMINER PARROT: Mr. Settineri.

13 MR. SETTINERI: Your Honor, if I may have
14 a moment to consult with my co-counsel, I would
15 appreciate that.

16 EXAMINER PARROT: That's fine.

17 MR. SETTINERI: Thank you, your Honor.
18 And you will see me leave the screen momentarily.

19 EXAMINER PARROT: Okay. Okay.

20 Ready when you are. Go ahead,
21 Mr. Settineri, respond to that proposal.

22 MR. SETTINERI: Thank you, your Honor.
23 We will agree to save time. However, I would reserve
24 the right to do redirect on any part of the voir
25 dire.

1 EXAMINER PARROT: Seems fair to me.

2 Anyone else?

3 MS. WHITFIELD: Do I need to do anything
4 formal to move that into the voir dire questioning?

5 EXAMINER PARROT: Before we take that up,
6 any other objections to this proposal? Here is your
7 chance to speak up if you have issues.

8 All right. Hearing none, we will go
9 ahead and consider your questions on voir dire to
10 Mr. Rehberg as part of your cross of Mr. Rehberg,
11 Ms. Whitfield.

12 MS. WHITFIELD: Okay. Thank you, your
13 Honor.

14 EXAMINER PARROT: Again, Mr. Settineri
15 has raised the right to raise questions on redirect.

16 All right. Go ahead. Any other -- I
17 assume you have others. Let's go ahead and turn it
18 over to you, Ms. Whitfield. Go ahead.

19 MS. WHITFIELD: Thank you.

20 - - -

21 CROSS-EXAMINATION

22 By Ms. Whitfield:

23 Q. Mr. Rehberg, hello. I am going to be
24 focusing these questions again just on your testimony
25 filed on behalf of NEP, okay?

1 A. Okay.

2 Q. Now, I was a little bit confused about
3 your answers to the questioning from Walmart, so I
4 just want to follow up a little bit. Your testimony
5 on behalf of NEP proposes a new low-load factor rate
6 schedule, correct?

7 A. That's correct.

8 Q. And based upon your analysis, the
9 proposed rate schedules would reduce distribution
10 rates for low-load factor G2 and G3 customers,
11 correct?

12 A. It would reduce the demand component from
13 what was proposed in the Stipulation but then add in
14 a kilowatt-hour component.

15 Q. But that would effectively decrease -- I
16 mean that's why you are doing it, right? I mean,
17 that would effectively decrease the low-load factor
18 GS-2, GS-3 customers' distribution rates, right?

19 A. Not necessarily. It depends on their
20 usage. If they kept their usage the same as I did in
21 the simulations that I propose here, their costs
22 would actually be the same, but it gives them the
23 capability to control their costs across both
24 factors.

25 Q. Okay. Well, if the proposed rate

1 schedule that NEP is advocating here for, is
2 implemented, and the rates of the other customer
3 classes remain unchanged, then you agree AEP Ohio
4 would see a reduction in its collected revenue,
5 correct?

6 A. I can't guarantee that, no.

7 Q. Okay. With respect to your pilot
8 program, didn't you estimate that there would be an
9 annual financial impact to AEP?

10 A. That's if, hypothetically, all those
11 customers maximized their energy efficiency by about
12 15 percent so that's a fairly high bar to reach. So
13 that was kind of a cap estimate of what you would
14 realistically possibly expect, but...

15 Q. And you estimated that impact to AEP Ohio
16 through the pilot program would be about 1.2 million
17 per year, correct?

18 A. If everyone hit that theoretical amount
19 as a worst-case scenario.

20 Q. And I -- what I understood NEP was
21 proposing here was that you would not shift the
22 shortfall, that revenue shortfall, to other customers
23 or customer classes, correct?

24 MR. SETTINERI: Just object, object as to
25 form of the question. I think you said it was AEP's

1 proposal. Counsel just misstates his testimony as to
2 that there will be a shortfall. The keyword, "would
3 be" a shortfall. Thank you.

4 MS. WHITFIELD: I'll restate the
5 question.

6 Q. So as I understand your testimony, there
7 would be a -- there could be a financial impact to
8 AEP under your pilot program and you estimate that
9 financial impact to be approximately \$1.2 million.
10 It's my understanding that NEP is not proposing here
11 that the other customer or customer classes make up
12 that shortfall; is that correct?

13 A. Well, I would like to clarify. What you
14 stated is not -- the intent is not what I have in my
15 testimony. What I discuss here is that if those
16 customers whose average consumption was 100,000
17 kilowatt-hours as I modeled, and they also put into
18 place 15 percent energy efficiency measures to reduce
19 that kilowatt-hour amount, under the rate schedule I
20 propose then the maximum impact to AEP would be
21 \$1.2 million. It includes a lot of hypotheticals.
22 So \$1.2 million is not an estimated amount. That's
23 like a sort of high worst-case scenario type of --
24 worst- or best-case scenario depending on whose
25 perspective you're at, but that -- so that's -- that

1 actually clarified. So that was the first part of
2 your question.

3 The second part of your question, I'm
4 sorry, could you restate that?

5 Q. Well, if there is under -- if NEP's
6 proposal for a new rate schedule for low-load factor
7 customers is adopted by this Commission or a pilot is
8 implemented by this Commission, and there is a
9 revenue shortfall for AEP, NEP is not proposing here
10 that that revenue shortfall be made up by other
11 customers or customer classes, are you?

12 A. I --

13 MR. SETTINERI: I am sorry to interrupt
14 but, just for the record, I think you again said AEP
15 is proposing.

16 MS. WHITFIELD: I'm saying "NEP" but --

17 MR. SETTINERI: Oh, I'm sorry. My old
18 ears are not working well. Thanks.

19 A. I -- no, I have not made a proposal like
20 that in my testimony.

21 Q. Okay. All right. Onto your -- if I
22 could have you turn to page 4, line 22 of your
23 testimony for NEP. You state that you applied
24 proposed rate schedules in the Stipulation to certain
25 representative monthly demands and usages. Do you

1 see that?

2 A. Yes.

3 Q. Okay. And then on the next page you
4 reference multifamily unit development accounts,
5 correct?

6 A. Yes.

7 Q. And when you say multifamily unit
8 development accounts, you are referring to
9 residential apartment or multifamily buildings, are
10 you not?

11 A. That's correct.

12 Q. Okay. And isn't each residential unit
13 its own account for purposes of the utility billing?

14 A. No. These accounts were for the
15 entire -- either entire complexes or portions of
16 entire complexes.

17 Q. So this is a building -- an apartment
18 building where the utilities are all paid by the
19 owner into -- rolled up into a single account?

20 A. They are rolled up into a single account,
21 yes.

22 Q. And how many accounts were analyzed as
23 part of your testimony?

24 A. I believe I looked at four accounts for
25 this one.

1 Q. And how did you -- were those four
2 accounts randomly selected?

3 A. They were provided to me by NEP.

4 Q. By NEP?

5 A. Yes.

6 Q. Okay. And were those -- so you didn't
7 look at whatever accounts could have qualified to be
8 considered in your analysis, did you?

9 A. No. I don't have access to all that
10 data.

11 Q. And do you know if your four accounts
12 that were part of your analysis were the same
13 accounts that Ms. Buckley put in her analysis?

14 A. I can't confirm that for sure because I
15 don't have access to her work but I believe they may
16 be.

17 Q. Do you know -- did you have any role in
18 determining the criteria to apply in identifying
19 accounts to do your sample with?

20 A. No. I used essentially representative
21 numbers that were averaged from bills to be
22 characteristic of those accounts.

23 Q. And you didn't do the averaging that was
24 provided to you by NEP?

25 A. Well, I had -- I had Ms. Buckley's

1 testimony which had input numbers to begin as a
2 starting point and then confirmed that they were
3 plausible under the variety of data that I was
4 provided across some multifamily accounts. So they
5 are input numbers and they are valid input numbers.

6 Q. So the four accounts that you looked at,
7 they are all NEP customers, correct?

8 A. I believe that's correct, yes.

9 Q. And they're -- and you did not consider
10 any other types of low-load factor customers and just
11 decide to disregard them, did you?

12 A. Well, I don't have access to their
13 specific data but they were considered in that there
14 are other types of customers out there that would be
15 low-load factor.

16 Q. Well, how were they considered if you
17 were only given four accounts to run your analysis
18 on?

19 A. Well, low-load factor and load factor is
20 related to energy usage so there's a physics
21 principle there to understand that if you use power
22 at different times versus the accumulated energy that
23 you've consumed over the months, that's going to
24 affect low-load -- that's going to affect load
25 factor. And it's general knowledge that other

1 customer classes like restaurants, for example, don't
2 operate 24/7, you know, they are not manufacturing,
3 they are not able to control their load, so it's
4 reasonable to believe that they would also have a
5 similar impact by being low-load factor.

6 MS. WHITFIELD: Your Honor, I would move
7 to strike his answer. He -- I specifically asked him
8 if any of the four accounts that he was providing --
9 or that he studied for his analysis included any of
10 those. And he went into -- because he said he was
11 just given those four accounts by NEP. He didn't
12 have access to the information to consider those
13 other ones so his answer was nonresponsive.

14 MR. SETTINERI: Your Honor, she asked if
15 he considered accounts, and in his answer he
16 explained what he considered and -- so I think it's a
17 valid answer.

18 MS. WHITFIELD: What I asked him was if
19 any of those nonresidential accounts were part of the
20 four that he considered.

21 EXAMINER PARROT: I am going -- I am
22 going to allow the answer to stand. If you wish to
23 follow up, go ahead, Ms. Whitfield.

24 MS. WHITFIELD: Could you read back my
25 question, my last question, Karen, please.

1 (Record read.)

2 Q. So of the four accounts that you ran your
3 analysis on, you did not consider shingle -- single
4 shift manufacturers, correct?

5 MR. SETTINERI: I would just object as to
6 the -- the accounts specifically were run in the
7 analysis.

8 EXAMINER PARROT: Overruled. Go ahead,
9 Mr. Rehberg.

10 THE WITNESS: Could you please restate
11 your question?

12 MS. WHITFIELD: Karen, can you please
13 read it back to him. I'm sorry.

14 (Record read.)

15 A. I did not have access to any billing data
16 from single shift manufacturers.

17 Q. And that would also apply -- that same
18 answer would also apply to churches, correct?

19 A. That's correct.

20 Q. And schools?

21 A. Also correct.

22 Q. And I think another category you gave was
23 small medical or commercial offices?

24 A. Correct.

25 Q. In your testimony on page 5, I think

1 starting on line 11 or, I guess, 16, you testify that
2 you excluded generation costs from your analysis. Do
3 you see that?

4 A. I do.

5 Q. Is that the only exclusion you made from
6 your analysis?

7 A. No.

8 Q. What else did you exclude?

9 A. Transmission costs and any
10 nonconsumption-based distribution costs.

11 MS. WHITFIELD: Okay. I have nothing
12 further of this witness, your Honor. Thank you.

13 THE WITNESS: Thank you.

14 EXAMINER PARROT: Ms. Bojko for OMA.

15 MS. BOJKO: Thank you, your Honor.

16 - - -

17 CROSS-EXAMINATION

18 By Ms. Bojko:

19 Q. Good afternoon, Mr. Rehberg.

20 A. Good afternoon.

21 Q. On April 20, 2021, you filed testimony on
22 behalf of Armada; is that correct?

23 A. Yes.

24 Q. And then on May 5, 2021, you adopted the
25 testimony of Susanne Buckley on behalf of Nationwide

1 Energy Partners, correct?

2 A. Yes.

3 Q. Is Armada supporting the testimony of
4 NEP?

5 A. They are separate.

6 Q. Yeah, I don't think you've answered. I
7 get they are separate pieces of testimony. I think
8 we have had much discussion about that today. I am
9 asking if Armada is supporting the testimony of NEP.

10 MR. SETTINERI: Are you asking in his
11 capacity as being called on behalf of Armada or are
12 you asking being called on behalf of NEP? Which
13 capacity are you asking?

14 MS. BOJKO: Well, Mike, since he is the
15 same person, I think he can answer the question if he
16 knows how.

17 MR. SETTINERI: That's not what I asked.
18 I would like to know for the record, you know, who is
19 he testifying on behalf here, and this goes to my
20 concern from earlier about confusing the record. Are
21 you asking him as an Armada Power witness are you
22 asking him as testifying on behalf of NEP?

23 MS. BOJKO: I will ask it both ways. If
24 you want to take up the time, we can do it both ways.

25 Q. (By Ms. Bojko) All right. Mr. Rehberg,

1 on behalf of your -- you are representing Armada
2 today in this hearing; is that true?

3 A. Yes.

4 Q. And you are also representing NEP today;
5 is that true?

6 A. Yes.

7 Q. In your capacity on behalf of Armada, are
8 you supporting -- does Armada support the testimony
9 of NEP?

10 A. I have not specifically added any
11 support, no.

12 Q. Do you know whether Armada, as a company,
13 supports the testimony of NEP?

14 MR. SETTINERI: Objection, relevancy.
15 It's irrelevant to the testimony. It's outside the
16 scope of his testimony for Armada.

17 EXAMINER PARROT: Overruled. If you are
18 able to give an answer, Mr. Rehberg, go ahead.

19 A. Then, no.

20 Q. Now, in your capacity as an NEP witness,
21 is NEP supporting the testimony of Armada that you
22 filed?

23 A. No.

24 Q. Do you know whether NEP supports the
25 testimony and the proposals of Armada?

1 MR. SETTINERI: Objection at this time.
2 This is interfering on the joint defense privilege,
3 common interest doctrine. There's no basis for these
4 questions, asking what one party thinks or the other,
5 and utilizing this witness's unfortunate dual
6 presence at this point in the hearing to ask these
7 questions. It's prejudicial and it's simply not
8 fair.

9 MS. BOJKO: Your Honor, it goes to the
10 credibility of the witness. He's being asked to put
11 on two hats. That's counsel's own doing. That was
12 not my doing. They decided -- both of these parties
13 decided to have the same witness represent two
14 different parties. I am allowed to ask about the
15 relationship. And I didn't ask for the substance of
16 any discussions. I asked if he knew whether they
17 were supporting or not supporting.

18 MR. SETTINERI: Right. And your Honor,
19 there has also been no foundation laid that this
20 witness even has the authority to make those
21 statements on behalf of either company. There needs
22 to be a foundation, if anything.

23 EXAMINER PARROT: Overruled. To the
24 extent you are able to answer, Mr. Rehberg, go ahead.

25 A. Then also no.

1 Q. Sir, it's your understanding that NEP and
2 Armada are affiliates, correct?

3 A. Can you define "affiliate"?

4 Q. Well, what's the relation -- you tell me.
5 I think you've used -- or Armada used the word sister
6 company previously or you tell me. What's the
7 relationship between Armada and NEP?

8 A. Both companies share a majority
9 shareholder in a holding company.

10 Q. And who is that majority shareholder?

11 MR. SETTINERI: Objection, confidential.
12 Again, not relevant to the testimony.

13 MS. BOJKO: I'm sorry, your Honor. I
14 don't know how an owner of a company is confidential.
15 Is that what counsel's objection is?

16 MR. SETTINERI: For LLCs, Ms. Bojko, they
17 are privately-held companies. Ownership is certainly
18 viewed confidential and so that is confidential and I
19 don't believe we have protective agreements in place
20 with you, your client. Therefore, your Honor, this
21 is confidential but more so it's not relevant to this
22 testimony.

23 MS. BOJKO: Your Honor, I still don't
24 understand but I can try to rephrase the question.

25 EXAMINER PARROT: Go ahead, Ms. Bojko.

1 MS. BOJKO: Thank you.

2 Q. (By Ms. Bojko) Is -- are Armada and NEP
3 owned by the same company?

4 MR. SETTINERI: Objection. Objection.
5 Asked and answered. He stated it was a majority
6 shareholder. Majority implies more than one.

7 MS. BOJKO: Your Honor, I thought the
8 concern was I was asking who the shareholder was and
9 I thought that's what was deemed confidential, so I'm
10 asking who the company is.

11 MR. SETTINERI: And I'm objecting, asked
12 and answered, and also relevancy.

13 EXAMINER PARROT: Overruled. Go ahead,
14 Mr. Rehberg.

15 A. They both share the same majority
16 shareholder.

17 Q. Okay. Now, you just said "majority
18 shareholder" singular, so is it one or two
19 shareholders? Or more than two?

20 A. So it's common for companies to be owned
21 by other companies and to have various stakes in that
22 company. So the same holding company has a majority
23 stake in both companies.

24 Q. Okay. And would you call Armada and NEP
25 sister companies?

1 A. Can you define that term?

2 Q. You -- you work for Armada and you are
3 the -- you are one of the founders and the Chief
4 Engineer; is that your title, sir?

5 A. Yes.

6 Q. For Armada?

7 A. That's correct.

8 Q. So are you familiar with Armada's
9 website?

10 A. Yes.

11 Q. So if Armada uses the term NEP as a
12 sister company, would you know what that reference to
13 Armada would be?

14 A. Well, I don't know if that's a specific
15 term of art and so I don't know what sort of
16 definition you are using. It could perhaps be
17 characterized that way but I can't say for certain.

18 Q. It's not my definition, sir. It's on the
19 Armada website. So how, as being an employee and
20 founder of Armada, how do you view NEP? Is it a
21 sister company?

22 A. So technically we are both -- the same
23 holding company is a majority owner in both
24 companies. So however you want to describe that.

25 Q. Well, does Armada describe it as a sister

1 company?

2 MR. SETTINERI: I would just object.

3 Asked and answered.

4 MS. BOJKO: Your Honor, I don't think he
5 has answered the question. I am asking, on Armada's
6 website, does Armada consider NEP a sister company in
7 his capacity as representing Armada.

8 EXAMINER PARROT: Overruled. Go ahead,
9 Mr. Rehberg.

10 A. Sorry. I am trying to be technical in
11 the way that I answer the question so I'm not
12 familiar with the legal terms of art so that's why I
13 am describing it as I can which is this -- the same
14 holding company owns a majority share in both
15 companies. That is the relationship between the two
16 companies.

17 Q. Okay. And so you don't know why or who
18 drafted Armada's website that called NEP a sister
19 company; is that fair?

20 MR. SETTINERI: Objection, lack of
21 foundation as to the website.

22 EXAMINER PARROT: Overruled. If you are
23 able to answer, go ahead, Mr. Rehberg.

24 A. That's fair. I don't specifically recall
25 that language being put in there.

1 Q. So for Armada, you are the Chief Engineer
2 and you are also one of the founders; is that
3 correct?

4 A. Yes.

5 Q. But in your testimony on page 1, you
6 didn't list yourself as a founder of Armada, correct?

7 A. You are talking about my NEP testimony?

8 Q. No. I am talking about your Armada
9 testimony where you state you're the Chief Engineer
10 for Armada on page 1, but you didn't state you were a
11 founder of Armada.

12 A. That's correct.

13 Q. Who are the other founders of Armada?

14 A. They were other people that worked at
15 Battelle on the project and then ultimately spun it
16 out of Battelle into Armada Power.

17 Q. And you were one of those people?

18 A. I was.

19 Q. And did other people leave Battelle and
20 create Armada as you did?

21 A. There were some.

22 Q. So who are the other founders of Armada?

23 MR. SETTINERI: I'll just object to the
24 extent it calls for any confidential information. I
25 would want to caution the witness.

1 EXAMINER PARROT: To the extent you can
2 answer, go ahead, Mr. Rehberg.

3 A. My colleagues, Jason McCullough and Mike
4 Jones.

5 Q. Were you a founder of NEP?

6 A. No.

7 Q. Who are the founders of NEP?

8 A. I don't know.

9 Q. Are you an owner of Armada?

10 A. No.

11 Q. Who is the owner of Armada? Is that
12 something you can disclose?

13 MR. SETTINERI: Again, object.
14 Infringing on confidential territory. I will caution
15 the witness, to the extent it's confidential, I
16 instruct the witness not to answer until we have
17 taken proper precautions.

18 EXAMINER PARROT: Mr. Rehberg, if you
19 feel this calls for confidential information to be
20 divulged, let me know that and we will table this
21 issue for now.

22 THE WITNESS: That's correct. That's
23 confidential.

24 Q. (By Ms. Bojko) Who is listed on the
25 Secretary of State as being the owner of Armada, if

1 you know?

2 A. I don't know off the top of my head.

3 Q. And are you the owner of NEP?

4 A. No.

5 Q. Do you know who the owner of NEP is,
6 subject to confidentiality concerns?

7 A. No. I would mark this as confidential as
8 well.

9 Q. And similarly in my -- is it fair to
10 assume you are not sure or who would be listed on any
11 Secretary of State documents with regard to NEP?

12 A. Also correct. I don't know the answer to
13 that.

14 Q. Do you know -- I am not asking who the
15 owners are -- strike that.

16 Isn't it true that the president of
17 Armada is the same president of NEP?

18 A. Yes.

19 Q. And that's Mr. Harper?

20 A. Yes.

21 Q. Does NEP have financial interest in the
22 water heater control technology of Armada?

23 A. What do you mean by financial interest?

24 Q. Well, does NEP have any financial
25 interest in the water heater control? If this -- if

1 your pilot is approved by the Commission, would NEP
2 benefit from that approval?

3 A. No.

4 Q. But they would as a sharing -- the
5 majority shareholder would, correct?

6 A. Correct. The majority shareholder would
7 benefit as the owner of the company.

8 Q. I'm a little confused -- we'll save that
9 for -- well, okay.

10 You talked to Ms. Whitfield -- I am
11 going -- I am going to talk about the NEP testimony
12 you just gave but also I will bring it back to Armada
13 in a minute. But when you had a discussion with
14 Ms. Whitfield from Kroger, you talked about four
15 accounts. Do you believe that?

16 A. Yes.

17 Q. Do you know if NEP chose those four
18 accounts or did Ms. Buckley, when she did her
19 original testimony, choose those four accounts?

20 MR. SETTINERI: Objection, compound
21 question.

22 EXAMINER PARROT: Overruled. Go ahead,
23 Mr. Rehberg.

24 A. The first part of your question was -- so
25 your question was did NEP choose them or did

1 Ms. Buckley choose them, and the answer to that is I
2 don't know. I don't know who provided it first or
3 who requested it first.

4 Q. So you don't know if this was a random
5 sample or a selective sample, correct?

6 A. Correct.

7 Q. And as I understood your responses to
8 Ms. Whitfield, the accounts -- you use the word
9 "accounts" plural, but your -- the accounts you are
10 referring to in your testimony are just the four
11 which are really four NEP buildings; is that fair?

12 A. So the input values in my testimony that
13 were used to calculate those cost impacts are
14 representative examples that are in line with what
15 you would expect from the sampling of bills that I
16 saw. So it's a snapshot in time.

17 Q. Correct. I am trying to figure out what
18 you are referring to when you say multifamily unit
19 development. You are saying that the account is
20 NEP's multifamily unit development, that's one
21 account; is that correct?

22 A. That is correct.

23 Q. And then you are not referring to any of
24 the submetered accounts that NEP does for residential
25 customers or for common space, correct?

1 A. I haven't done anything like that, no.

2 Q. So when you are looking at the
3 multifamily unit development account, that consists
4 of residential customers, it could consist of a
5 restaurant, and it could consist of common areas,
6 correct?

7 A. I don't know. I didn't look at the
8 underlying distribution circuits.

9 Q. Well, could it also refer to or include a
10 pool and a pool house?

11 A. I don't know.

12 Q. So you're not sure what low-load --
13 you're not sure what caused the low-load factor
14 situation on these four accounts, are you?

15 A. That is not correct.

16 Q. Well, if you don't know if it consists of
17 residential customers, restaurants, pool houses, how
18 do you know that it -- how do you know what the
19 factors are that created the low-load factor
20 situation?

21 MR. SETTINERI: Just object as
22 argumentative. Object as argumentative.

23 EXAMINER PARROT: Overruled. Go ahead.

24 A. I have a lot of experience in analyzing
25 energy impacts, which include residential and

1 multifamily, through computer simulations at
2 Battelle. So from that experience I know that
3 generally human behavior and thermal loads cause
4 changing loads throughout the day which then impact
5 the load factor. So to be able to look at a -- at a
6 bill -- a commercial bill from a power company and
7 see the demand charge and energy charge and then know
8 in general what the underlying facility is like but
9 not whether or not it contains the detail of a
10 particular pool or restaurant or not, you can still
11 extrapolate from that that this is driven by human
12 behavior and thermal loading.

13 Q. Well, I'm correct in saying that a pool,
14 an uncovered pool, would -- would affect an account's
15 load factor, correct?

16 A. Not necessarily because the pool could
17 have a pump that runs 24/7 in which case it would
18 have 100 percent load factor so it could impact it
19 positively, or it could be programmed the opposite,
20 right, it could be running at a time that's
21 coincident with the rest of the peak and cause your
22 load factor to be lower; so, no, you can't say that
23 across the board.

24 Q. Fair enough. But did you do that
25 analysis? Did you look at the four accounts and

1 determine what went into the four accounts' usage?

2 A. In terms of measuring every single load
3 that could be contributing to that, no. Most -- no
4 facility has that level of metrology in it.

5 Q. Well, aren't they -- are you familiar
6 with NEP's multifamily developments?

7 A. Generally.

8 Q. Are you familiar with the concept of
9 submetering?

10 A. Only marginally.

11 Q. Isn't it true that NEP submeters its
12 residential accounts in those multifamily development
13 units?

14 A. I don't know.

15 Q. Isn't it true that NEP submeters common
16 areas separately than the multifamily developments,
17 residential units?

18 A. That I don't know either.

19 Q. Isn't it true that NEP submeters
20 separately restaurants such as The Goat that it has
21 on properties?

22 A. I don't know.

23 Q. Because you didn't look at the individual
24 accounts that were being submetered by NEP, did you?

25 MR. SETTINERI: Objection, lack --

1 objection, lack of foundation as to these accounts
2 are submetered. He said he doesn't know.

3 EXAMINER PARROT: Sustained.

4 Go ahead, Ms. Bojko. Next question.

5 MS. BOJKO: I'm sorry. I thought, your
6 Honor, he said he did know. I just don't want to
7 repeat. I thought he said he knew they were
8 submetered. Can I reask?

9 EXAMINER PARROT: He said he did not.

10 Mr. Rehberg.

11 THE WITNESS: I said I did not.

12 MS. BOJKO: Oh, I'm sorry. Okay. Thank
13 you.

14 Q. (By Ms. Bojko) So you believe that the
15 multifamily unit development account that you
16 reviewed was one meter for all the usage underneath
17 that account?

18 A. That is correct.

19 Q. And I think you said in response to
20 somebody, I apologize, you said you didn't have the
21 data; is that right?

22 A. Can you be more specific?

23 Q. Yes. You said in response to
24 Ms. Whitfield, she asked you if you considered
25 various -- I think she asked you about single

1 manufacturer, single shift manufacturer. She asked
2 you about a couple other specific customers and you
3 said you didn't have the data; is that correct?

4 A. I didn't have access to their bills.

5 Q. Right. So because you didn't have access
6 to their data, you didn't consider that in your
7 analysis; is that right?

8 A. Well, I considered it in that even though
9 you don't have their specific billing data, you can
10 still approximate their usage characteristics based
11 on what you know of the underlying physics of their
12 process. So it's considered but if I don't have
13 access to their actual bill, I don't know what
14 specific number for demand or usage they would have
15 had. Does that make sense?

16 Q. No. I'm sorry. I'm confused. I thought
17 you only reviewed four NEP accounts. Now you are
18 saying you did consider other types of customers, so
19 I guess I don't understand.

20 A. So to construct the analysis, we had to
21 use values for energy measurement, right, something
22 like demand kilowatt-hours. So I made sure that
23 those numbers were consistent with what you would
24 find in something like low-load factor customers.
25 The data available to me were some example bills from

1 multifamily and I verified that those numbers were
2 within that range.

3 That being said, that's not the only type
4 of customer that would have low-load factor
5 characteristics. And based on my experience in
6 analyzing other types of customer classes such as,
7 you know, restaurants, residential, those types of
8 customers, their load factor is driven by the physics
9 of the service or business they are providing and the
10 considerable loads on their facilities. So you can
11 easily extrapolate there would be others out there
12 that would be the same type of load factor
13 characteristics so they were considered.

14 Q. And I am not asking you to speculate
15 about those other things. I am asking in your
16 analysis here today that you performed and attached
17 to your testimony, in that analysis did you consider,
18 analyze, those other accounts or just the four NEP
19 accounts?

20 A. It is from the four NEP accounts.

21 Q. Thank you.

22 Do -- do the multifamily unit
23 developments that are customers of NEP use the water
24 heater control technology of Armada?

25 A. They are deployed in some of them, yes.

1 Q. How many multifamily unit customers are
2 using the water heater technology of Armada?

3 MR. SETTINERI: And here I will just
4 interject, Mr. Rehberg. Anything you view as
5 confidential, please let us know.

6 THE WITNESS: Yeah. I would mark this as
7 confidential.

8 MS. BOJKO: Your Honor, I am not asking
9 which units. I am asking roughly how many units use
10 this technology. I don't -- I don't see how that can
11 be confidential.

12 A. It's in the thousands.

13 Q. I am going to turn more specifically to
14 your NEP or go back to your NEP testimony. That's
15 been previously marked as NEP Exhibit 34. You have
16 that in front of you, correct?

17 A. I do.

18 Q. Okay. For -- for the most part of your
19 testimony you simply repeated Ms. Buckley's
20 testimony; is that correct?

21 A. That's correct.

22 Q. And you made slight revisions to the
23 testimony both before you filed it as well as today
24 on the stand; is that correct?

25 A. Yes.

1 Q. For instance, you added testimony
2 regarding your background; is that correct?

3 A. Yes.

4 Q. And you changed some of the words such as
5 you changed "my experience" to "my opinion" which I
6 think Walmart asked you about; is that correct?

7 A. Yes.

8 Q. And the reason why you -- strike that.
9 Are you familiar with the discovery that
10 your counsel issued on behalf of NEP on May 10, 2021.
11 It was entitled "Supplemental Discovery Responses"?

12 A. I'm familiar.

13 Q. Did you sponsor any of the discovery
14 responses?

15 MR. SETTINERI: Objection. Can you be
16 more specific, please, as to which -- there were two
17 sets of discovery that was served. There was a
18 supplemental -- there was a first set supplemental
19 and second set. For the record I think we should
20 have it clear.

21 MS. BOJKO: I believe I said
22 supplemental, your Honor. Sure. We can mark it. At
23 this time, your Honor, I would like to mark as OMAEG
24 Exhibit 1, it's the supplemental discovery responses
25 issued by NEP on May 10 to AEP's first set.

1 EXAMINER PARROT: So marked.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 MR. SETTINERI: Has that been provided to
4 the parties? That's a new exhibit that's being
5 offered today?

6 MS. BOJKO: Yes, Mr. Settineri. We did
7 forward that several hours ago, a couple hours ago.
8 Does your witness not have it?

9 MR. SETTINERI: No. Like I said, I've
10 been busy the last two hours, so I have to pull it up
11 and look at the number of e-mails here.

12 MS. GRUNDMANN: I think it's the e-mail
13 that came from Mr. Donadio at like 11:30 this
14 morning.

15 MS. BOJKO: Thank you, Ms. Grundmann.
16 Yes, that's correct.

17 MR. SETTINERI: Okay. One moment,
18 please.

19 EXAMINER PARROT: Ms. Bojko, for clarity
20 are you making OMAEG Exhibit 1 as just the
21 interrogatories, and then you plan to mark separately
22 what's headed "NEP Exhibit A" which you also provided
23 as OMAEG Exhibit 1?

24 MS. BOJKO: No, your Honor, I'm sorry.

25 EXAMINER PARROT: It's two separate

1 files, so I think if you can maybe mark those
2 separately.

3 MS. BOJKO: Okay. I wasn't planning on
4 it, your Honor. That's fine. They were attached to
5 the discovery responses so that's why we just did it
6 as one, but it's fine, your Honor. I am just talking
7 about the discovery responses right now.

8 EXAMINER PARROT: If you are planning on
9 having this potentially moved into the record, I
10 think it's going to need to be -- unless you can
11 compile it all together as one document.

12 MR. SETTINERI: Yeah. And I would also
13 note so what's been sent to us is the second set of
14 responses, not the supplemental responses.

15 Are we on the record still?

16 EXAMINER PARROT: We are. Let's go off
17 the record.

18 (Discussion off the record.)

19 EXAMINER PARROT: Let's go back on the
20 record.

21 Go ahead, Ms. Bojko. Let's mark your
22 exhibits.

23 MS. BOJKO: Thank you, your Honor. At
24 this time, OMAEG would like to mark as OMAEG
25 Exhibit 1, Nationwide Energy Partners Supplemental

1 Responses to Ohio Power Company's First Set of
2 Interrogatories and Requests for Production of
3 Documents.

4 EXAMINER PARROT: All right. So marked.

5 MS. BOJKO: Your Honor, also at this time
6 OMAEG would like to mark as OMAEG Exhibit 2, the
7 responses of Nationwide Energy Partners, LLC to Ohio
8 Power Company's Second Set of Interrogatories.

9 EXAMINER PARROT: So marked.

10 (EXHIBIT MARKED FOR IDENTIFICATION.)

11 MS. BOJKO: And then, your Honor, for
12 identification purposes, OMAEG would like to mark as
13 OMAEG Exhibit 3, a document titled "NEP Exhibit A"
14 which were discovery responses submitted to Ohio
15 Power's set two.

16 EXAMINER PARROT: So marked.

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 MS. BOJKO: And, your Honor, just for
19 convenience, that's labeled in red on NEP Exhibit A,
20 it says "AEP-02-001."

21 EXAMINER PARROT: Thank you.

22 MR. SETTINERI: And, your Honor, I've
23 been listening, taking notes here. I have not sent
24 these to the witness. They just popped up in my
25 inbox. I just need to look and see what we have

1 here. So I have for Mr. Rehberg, the first e-mail I
2 am going to send, let's see, we have NEP supplemental
3 responses. There is no exhibit label so I am going
4 to forward an e-mail.

5 MS. BOJKO: All three exhibits are in the
6 e-mail that Ms. Whitfield just sent if that would be
7 easier, Mr. Settineri.

8 MR. SETTINERI: No. Thank you, though.
9 Okay. So OMAEG Exhibit 1 are the
10 supplemental responses to the first set, correct?

11 MS. BOJKO: Correct.

12 MR. SETTINERI: All right. Okay. Then I
13 have from Ms. Whitfield, I have all three but what I
14 am going -- I will forward the response to the
15 attachments. Let me make sure I have this right.
16 All right. And so the responses, the responses are
17 OMAEG Exhibit 2, right? And the attachments are
18 OMAEG Exhibit 3. Got it. Is that right? Kim, is
19 that right?

20 MS. BOJKO: Yes.

21 MR. SETTINERI: Okay. Thanks.

22 MS. BOJKO: Would you like me to proceed?

23 MR. SETTINERI: Just one moment. I
24 haven't sent it to the witness yet.

25 MS. BOJKO: I'm sorry.

1 MR. SETTINERI: I'm just typing this. I
2 want to make sure when it hits his inbox he doesn't
3 get confused. If there are any questions asked about
4 it later, I want to make sure it's easy for him to
5 pull up, so I am labeling these.

6 All right. They have been sent to you,
7 Mr. Rehberg, and when they do -- both -- you should
8 have two e-mails from me providing those exhibits to
9 you.

10 THE WITNESS: I got the first one, and I
11 am refreshing my inbox for the second right now.

12 MR. SETTINERI: Do you have those
13 exhibits now, Mr. Rehberg?

14 THE WITNESS: Only the first one you
15 sent. I still haven't got the second e-mail.

16 MR. SETTINERI: Okay. Let's wait until
17 we get those exhibits.

18 THE WITNESS: All right. Just arrived.
19 Downloading them now.

20 EXAMINER PARROT: Let's go back on the
21 record.

22 MS. BOJKO: Thank you, your Honor. My
23 apologies for the confusion.

24 Q. (By Ms. Bojko) Mr. Rehberg, you have in
25 front of you what's been marked as OMAEG Exhibit 1?

1 A. That one is the one that's titled --
2 that's the one that's titled the supplemental
3 responses to discovery?

4 Q. Yes.

5 A. Yes, I have that.

6 Q. And in that discovery you could see that
7 it was submitted -- at the end, the last page, you
8 could see that it was submitted on May 10; is that
9 correct, 2021?

10 MR. SETTINERI: I just object as to
11 foundation that he actually served it. I also note
12 for the record these exhibits are not premarked, so I
13 just want to caution -- I want to make sure everyone
14 knows these need to be marked before they go to the
15 court reporter today so we have them -- these
16 exhibits -- the exhibits properly marked.

17 MS. BOJKO: I believe we already agreed
18 to do that, Mr. Settineri, if they need to go to the
19 court reporter.

20 MR. SETTINERI: Okay. I still like
21 marked copies for my records.

22 MS. BOJKO: I think there is a question
23 pending, your Honor.

24 EXAMINER PARROT: Oh, yeah, he had an
25 objection. It's overruled.

1 Go ahead, Mr. Rehberg.

2 A. I do see now on the last page that, the
3 May 10, 2021, date.

4 Q. Okay. Are you familiar with this
5 discovery that was provided by NEP?

6 A. Yes, I'm familiar.

7 Q. And did you sponsor any of these
8 discovery responses?

9 A. I contributed to some of them with the
10 assistance of counsel.

11 Q. And is your name listed as the sponsoring
12 entity on any of the discovery responses? Usually it
13 says "Person responsible" at the bottom.

14 A. Can you point me to that spot?

15 Q. After each response, is there a line that
16 says "Person responsible" with your name?

17 A. I'm not seeing that in this document.

18 Q. Did you help draft discovery responses
19 provided in this document?

20 A. Some of them.

21 Q. On what's been previously marked as OMAEG
22 Exhibit 3 which is entitled "NEP Exhibit A," do you
23 have that in front of you?

24 A. Yes.

25 Q. Could you turn to -- keep that -- oh, are

1 you able to keep that up in front of you?

2 A. Sure.

3 Q. And then can you turn to page 7 of the
4 supplemental responses that you were just reviewing.
5 It's OMAEG Exhibit 1, NEP's First Set of Supplemental
6 Responses.

7 A. Yes, I'm on page 7.

8 Q. And it's called the Request for
9 Production No. 3. Do you see that?

10 A. "Request No. 3," yes.

11 Q. Okay. Does this appear to be the
12 response to where NEP produced workpapers?

13 MR. SETTINERI: Counsel, I'm confused
14 here, so I am going to object. I am not certain what
15 response you are referring to. The attachments
16 provided -- again, they are not marked, but if I go
17 back, try to find where I wrote it down, OMAEG
18 Exhibit 3 are the attachments, right? OMAEG
19 Exhibit 2 are the responses to the second set. OMAEG
20 Exhibit 1 is the supplemental set. Are you directing
21 his attention to the supplemental set or second set
22 right now? That's where I am confused.

23 MS. BOJKO: I don't think the witness was
24 confused because he was with me. I directed him to
25 OMAEG Exhibit 1 which is the supplemental set,

1 page 7, Request for Production No. 3.

2 MR. SETTINERI: Okay. And that's --

3 MS. BOJKO: The question I only asked was
4 if he was there.

5 MR. SETTINERI: I thought you asked him
6 whether the attachments provided in OMAEG 3 were
7 responsive to this request. That's where I got
8 confused.

9 MS. BOJKO: I could back up.

10 MS. BLEND: Your Honor, could we go off
11 the record for just a moment?

12 EXAMINER PARROT: Yes.

13 (Discussion off the record.)

14 EXAMINER PARROT: Let's go back on the
15 record.

16 Q. (By Ms. Bojko) Mr. Rehberg, are you on
17 page 7 of the OMAEG Exhibit 1 which are the
18 supplemental responses to AEP's first set of
19 discovery?

20 A. Yes.

21 Q. Okay. And for request for production
22 No. 3, do you see that the request asks for copies of
23 all workpapers and backup documentation?

24 A. Yes.

25 Q. And in the supplemental response is your

1 name -- first of all, is your name in the
2 supplemental response?

3 A. No.

4 Q. Okay. There's a reference to NEP and
5 NEP's responses to AEP's second set of discovery; is
6 that correct?

7 A. That looks to be correct.

8 Q. Okay. And it's your understanding that
9 that second set has been provided to you as OMAEG
10 Exhibit 2, correct?

11 A. Since they are not marked that way, I
12 want to make sure I am looking at the right document.
13 Exhibit 2 is the -- the document was called responses
14 that was sent to me.

15 Q. Responses to the second set, correct?

16 A. Yes, I believe so.

17 Q. Okay. And it's your understanding that
18 the workpapers that have been identified as OMAEG
19 Exhibit 3 that are titled "NEP Exhibit A," those are
20 the workpapers responsive to this request, correct?

21 A. Yes.

22 Q. Okay. And it's your understanding that
23 those workpapers were provided to the parties on
24 May 10, correct?

25 A. Yes.

1 Q. Okay. So even though this supplemental
2 response does not refer to you, sir, those are your
3 workpapers; is that correct?

4 A. Yes. The spreadsheet in NEP Exhibit A is
5 my work.

6 Q. Okay. It's not Ms. Buckley's. So we're
7 clear, it's not Ms. Buckley's, the person's testimony
8 you adopted, correct?

9 A. This is mine, not Ms. Buckley's.

10 Q. Okay. And from this discovery response
11 it just says NEP. We wouldn't have known that it was
12 your workpapers, correct?

13 A. I think that's correct, yeah.

14 Q. Okay. So now let's turn to OMAEG
15 Exhibit 3, the workpapers. Do you have that in front
16 of you?

17 A. Yes.

18 Q. Okay.

19 A. The spreadsheet?

20 Q. Sure. The -- first of all, there is a
21 spreadsheet with the -- with the load factor graph.
22 Do you see that?

23 A. Yes.

24 Q. Did you prepare that document?

25 A. Yes.

1 Q. Then there's an NEP Exhibit B which are
2 some e-mails. Skip down. And go to NEP Exhibit C.

3 A. Okay.

4 Q. Okay. Are these the workpapers, your
5 workpapers?

6 A. Yes.

7 Q. Okay. And is your name listed on these
8 workpapers as being the person responsible for the
9 workpapers?

10 A. I don't know.

11 Q. Well, could you view them? Did you put
12 your name on the workpapers?

13 A. No. I just scrolled through them.

14 Q. Okay. You stated earlier that you
15 started with Ms. Buckley's inputs; is that correct?

16 A. Yes.

17 Q. And did you change any of Ms. Buckley's
18 inputs?

19 A. No.

20 Q. Did you change any of Ms. Buckley's
21 assumptions?

22 A. Not that I know of but I don't have
23 access to her original work, so.

24 Q. Okay. You've said that twice now. You
25 don't -- you didn't have access to her original work,

1 but yet you adopted her testimony almost verbatim?

2 A. And then verified her work through my
3 own.

4 Q. But if you didn't have her initial work,
5 how could you verify what she did or didn't do?

6 A. Well, presumably if you get to the same
7 mathematical answer, then your calculations and
8 inputs must have been the same.

9 Q. But isn't it true you didn't get to the
10 same mathematical conclusion?

11 A. They were within a very small margin of
12 error and they could be attributed to a rounding
13 error in her original spreadsheet but, again, I don't
14 know for certain.

15 Q. You don't know because you didn't review
16 her actual work, correct?

17 A. That's correct.

18 Q. Who asked you to adopt Ms. Buckley's
19 testimony?

20 A. NEP.

21 Q. And did you discuss changes to her
22 testimony with anyone at NEP?

23 MR. SETTINERI: Object, seeking
24 attorney-client privileged information. And
25 relevancy.

1 MS. BOJKO: I actually didn't seek
2 attorney-client -- I'll rephrase, your Honor.

3 EXAMINER PARROT: Okay.

4 Q. Did you discuss changes with anyone at
5 NEP other than counsel?

6 A. What do you mean by discuss?

7 Q. Well, your revisions to Ms. Buckley's
8 analysis and testimony, did you discuss the changes
9 to her testimony with anyone other than counsel at
10 NEP?

11 MR. SETTINERI: Again, I will object as
12 seeking attorney-client information; and to the
13 extent any conversations involved Mr. Rehberg and NEP
14 representatives and counsel, those would be
15 privileged.

16 MS. BOJKO: I am not asking for the
17 privileged discussions, your Honor. I am asking if
18 he had discussions with NEP personnel about the
19 changes.

20 MR. SETTINERI: That could include
21 counsel. That's why I am making the privilege
22 assertion.

23 MS. BOJKO: It's a "yes" or "no," your
24 Honor. It's not privileged. Whether the discussions
25 occurred are not privileged; that's Commission

1 precedent.

2 EXAMINER PARROT: Go ahead, Mr. Rehberg.

3 A. Yes, they were informed of my changes.

4 Q. They were informed or did you discuss
5 your changes with NEP personnel?

6 MR. SETTINERI: Again, objection,
7 attorney-client privilege. You are asking what was
8 discussed. You are saying it's not just that
9 discussions took place; you are asking did you
10 discuss the changes. That's why it's privileged.
11 It's privileged.

12 EXAMINER PARROT: Rephrase your question,
13 Ms. Bojko.

14 Q. (By Ms. Bojko) Did you have a discussion
15 with NEP personnel about changes to the testimony
16 prior to making the changes to your testimony?

17 MR. SETTINERI: Again, same objection,
18 seeking confidential information.

19 EXAMINER PARROT: We are excluding
20 counsel. With that, go ahead, Mr. Rehberg.

21 A. They were informed of my changes, yes.

22 Q. I think my question was, did you discuss
23 prior to making changes with anyone at NEP, not
24 informed of your changes prior to making the changes,
25 was my question.

1 A. Well, I had to do the calculations, come
2 up with a different result, notify them that I was
3 going to have changes based on those different
4 results. That's my answer.

5 Q. Okay. Thank you. Thank you for that
6 clarification.

7 Did you discuss the changes with anyone
8 at Armada excluding counsel?

9 A. No.

10 Q. Did you discuss the changes with the
11 original author, Ms. Buckley?

12 A. No.

13 Q. Who created the alternative pilot program
14 included in the testimony? Was that you or
15 Ms. Buckley?

16 MR. SETTINERI: Objection, vague and
17 ambiguous. Are you speaking as to the NEP testimony
18 or Armada testimony? I should say the pilot's.

19 MS. BOJKO: I said the alternative pilot
20 program. I thought we were still talking about
21 Ms. Buckley's testimony but, for the record, I am
22 talking about the NEP testimony.

23 A. That was Ms. Buckley's creation. I
24 confirmed the analysis.

25 Q. And just so the record is clear, the

1 testimony you actually filed on May 5 does not
2 recognize that you are adopting the analysis or the
3 pilot program from Ms. Buckley, does it?

4 A. I'm sorry. Could you ask that again?

5 Q. Sure. I will rephrase.

6 The testimony that you filed for NEP on
7 May 5, 2021, that does not recognize that you are
8 adopting an analysis or inputs from Ms. Buckley, does
9 it?

10 MR. SETTINERI: I am going to object as
11 to a compound question, "analysis" and I think the
12 word was "inputs."

13 EXAMINER PARROT: Overruled. Go ahead,
14 Mr. Rehberg. If you need clarification, let us know.

15 A. Okay. So the first half of your
16 question, the testimony that I adopted -- could you
17 ask that first part again? Sorry.

18 Q. Well, does it mention Ms. Buckley's name?
19 Does your testimony say that you are adapting the
20 analysis of Ms. Buckley? Adopting, excuse me.

21 A. I don't know, does it? Does it say that?

22 MR. SETTINERI: Objection,
23 mischaracterizes the testimony. When he was put on
24 the stand today there was testimony provided to that
25 point, Ms. Bojko.

1 MS. BOJKO: I'm asking if his written
2 prefiled testimony filed on May 5 discusses
3 Ms. Buckley and the adoption of her analysis.

4 EXAMINER PARROT: Overruled. Go ahead
5 and answer, Mr. Rehberg.

6 A. So in my testimony, no, it does not
7 mention Ms. Buckley in my testimony. As to how the
8 adoption was filed, I can't recall those details.

9 Q. And similarly because your counsel wanted
10 me to break up the question, the testimony that
11 you've prefiled on May 5, 2021, also does not
12 recognize that you utilized the inputs from
13 Ms. Buckley, correct?

14 A. It just presents my analysis.

15 Q. So is that correct?

16 A. Correct.

17 Q. And the testimony that you provided,
18 written testimony on May 5, 2021, does not discuss
19 the assumptions that Ms. Buckley used in her analysis
20 that you adopted, correct?

21 MR. SETTINERI: I'll just object to
22 characterization in the form of a question as to that
23 he adopted her assumptions.

24 EXAMINER PARROT: Overruled. Go ahead,
25 Mr. Rehberg.

1 A. Yeah. I guess I am a little confused as
2 to what you are asking here. The testimony that I
3 adopted had Ms. Buckley's assumptions in it which I
4 also present, but I also did an independent
5 verification to verify the results with the same
6 calculations with those assumptions.

7 Q. Thank you.

8 I am asking if your testimony includes
9 Ms. Buckley's assumptions.

10 A. It does.

11 Q. And does it state that you are adopting
12 Ms. Buckley's assumptions?

13 A. Well, I believe I stated that I adopted
14 her testimony which my understanding would be
15 inclusive of those assumptions.

16 Q. Well, I don't think it says that in your
17 written testimony. That's what I am asking. Do you
18 believe it says that in your written testimony?

19 A. Not in that section, no.

20 Q. Okay. I thought you just told me you
21 didn't reference Ms. Buckley anywhere; is that not
22 correct anymore?

23 MR. SETTINERI: I would just object as
24 argumentative. We are going off -- I think we are
25 going far afield here from the testimony itself.

1 He's answered many questions about the analysis and
2 how it was prepared, and what we are doing now is,
3 frankly, polluting the record here. It's going to be
4 very difficult.

5 MS. GRUNDMANN: Your Honor, this is
6 Carrie Grundmann from Walmart. The reason the record
7 is complicated is because two different parties who
8 don't adopt one another's testimony are relying on
9 the same witness who is employed by one but consults
10 the other. It's not fair for Mr. Settineri to be
11 upset with the other parties who are equally confused
12 by the adoption of a witness's testimony so late in
13 the game and trying to unravel who did what when.

14 EXAMINER PARROT: All right. Thank you.

15 All right. Thank you, everyone.

16 Mr. Rehberg, answer the pending question.

17 A. So I'm not a lawyer. I don't -- I don't
18 know the machinations of how this -- of what you are
19 actually asking here. To my understanding there was
20 documentation filed that I was adopting Ms. Buckley's
21 testimony so then that becomes my testimony with
22 modifications because I am not Ms. Buckley; and I
23 needed to do my own independent analysis to verify
24 her testimony which I included any relevant changes
25 in my testimony. So I'm not sure how to describe

1 that in legal terms but that's --

2 Q. I didn't ask you -- I'm sorry. I wasn't
3 asking you to be a lawyer, sir. I actually just
4 asked you if in your testimony you included any
5 reference to Ms. Buckley.

6 A. No.

7 Q. On -- when you were having a discussion,
8 I think with Ms. Grundmann about distribution
9 rates -- well, first of all, do you recall having a
10 discussion about ratemaking and distribution rates?

11 A. I do.

12 Q. You used the term when discussing
13 distribution rates as fixed capacity charge. Do you
14 recall that?

15 A. I may have used those words.

16 Q. What does that mean?

17 A. I was talking in terms of engineering
18 capacity which would be essentially the rating of a
19 system to be able to carry load.

20 Q. So in -- you were not talking about an
21 energy term in your response to Ms. Grundmann?

22 A. Can you remind me of the full context?

23 Q. Well, she was asking you whether you
24 understood distribution ratemaking and how the
25 Commission set rates and you used the term "fixed

1 capacity charge" and I didn't understand what you
2 meant so I am asking you what you meant in that
3 context.

4 MR. SETTINERI: Your Honor, I'll object.
5 Mischaracterizing the testimony in questioning.

6 MS. BOJKO: Your Honor, I am not
7 mischaracterizing anything. I am asking him how he
8 used a term.

9 EXAMINER PARROT: Overruled.

10 A. So we were getting into a theoretical
11 discussion of why you would allocate costs a certain
12 way or how you might tie that back to the resources
13 required to serve a given -- given set of loads. So
14 from an engineering perspective there would be
15 certain capacity of the design rating of a facility,
16 so the amount of infrastructure you would need for
17 conductors and lines and such, and so you can relate
18 that to the cost of a distribution system. That's, I
19 think, what we were discussing.

20 Q. Thank you.

21 Do you know that there is a word
22 "capacity" that's used in the energy construct of
23 capacity markets?

24 A. I am aware.

25 Q. And that's not what you were referring to

1 in that context, correct?

2 A. It was not.

3 Q. Okay. With Ms. Whitfield you discussed a
4 possible revenue shortfall of 1.2 million if various
5 scenarios occurred. Do you recall that discussion?

6 A. Yes.

7 Q. And I still am not clear. If -- we are
8 saying if, I understand you are saying a lot of
9 assumptions have to occur to get to the if, but if
10 there is a revenue short -- shortfall, in your
11 testimony who are you proposing picks up that
12 shortfall?

13 A. I didn't propose that in my testimony.

14 Q. So who are you proposing, sitting here
15 today, picks up the shortfall?

16 A. I'm not.

17 Q. I am going to turn to page 2 of your
18 prefilled testimony for NEP, please. It's been marked
19 as NEP Exhibit 34.

20 A. Yes. Got it.

21 Q. Okay. Line 16 you refer to "Certain GS
22 customers will experience." Do you see that?

23 A. Yes.

24 Q. Who is the certain GS customers that you
25 are referencing in that sentence?

1 A. Low-load factor customers.

2 Q. Okay. So you are not talking about any
3 particular customer; you are just generally talking
4 about low-load factor customers.

5 A. Yes.

6 Q. And I'm assuming but maybe we need to say
7 this for the record, is NEP a low-load factor
8 customer, the NEP multi -- multifamily dwelling
9 developments that you reference in your testimony?
10 Are those low-load factor customers?

11 MR. SETTINERI: Object.

12 A. Some of them are.

13 MR. SETTINERI: I would just object.
14 Make sure we are clear about who the customer is in
15 your questioning, please.

16 EXAMINER PARROT: Overruled.

17 A. I think I already answered. I said some
18 of them are.

19 Q. And so your counsel is clear, you are
20 referring to the multifamily -- multifamily dwelling
21 developments, the four accounts that you analyzed,
22 some of those multifamily dwelling developments would
23 be low-load factor customers, correct?

24 A. Yes.

25 Q. Okay. And then you would agree with me

1 that the submetered accounts for NEP, any residential
2 units behind that meter or any common areas, any
3 restaurants, those also would be low-load factor
4 customers? Or could be?

5 A. That I don't know.

6 Q. Okay. You stated to me earlier that you
7 thought -- or you stated in your testimony that you
8 thought restaurants were low-load factor, correct?

9 A. That's right. It's possible.

10 Q. Okay. But just so -- I am confused by
11 your testimony. You are not talking about the
12 individual residential or the submetered accounts.
13 Your testimony pertains to the four large NEP
14 multifamily-dwelling developments, correct?

15 A. Yeah, my testimony pertains to low-load
16 factor customers.

17 Q. But, I mean, your analysis and the
18 low-load factor customers you are referring to in
19 your testimony are merely the four NEP accounts that
20 you analyzed, correct?

21 A. That --

22 MR. SETTINERI: Object. Mischaracterizes
23 his testimony.

24 EXAMINER PARROT: Overruled.

25 A. That was --

1 MS. BOJKO: I didn't hear his answer,
2 your Honor.

3 THE WITNESS: Oh, sorry.

4 MS. BOJKO: Oh, sorry.

5 A. No, I will repeat it. That was what I
6 used in that example, yes.

7 Q. Okay. Could you turn to page 6 of your
8 testimony.

9 A. Yes.

10 Q. On line 6, and again I am in your NEP
11 testimony still, line 6, you use the words "our
12 sample." Is that -- who does "our" refer to? Is
13 that NEP? Because they provided the sample to you?

14 A. If you take a look at the spreadsheet
15 attachment to my original testimony, Exhibit A, what
16 those are, are the averages of those increases on
17 those tables. So if you read a little bit earlier in
18 that paragraph, Table 1, Table 3, that's what
19 those -- those numbers are.

20 Q. So the "our" refers to not a person but a
21 thing?

22 A. It is a sample data set.

23 Q. Okay. On line 6 -- you would agree with
24 me that throughout page 6, you added the word
25 "average" to "amount" in several places; is that

1 generally true?

2 A. Yes.

3 Q. On line 16 there's another of "The amount
4 of proposed annual increase." Should that also be
5 "The average amount" there?

6 A. I'm sorry. Can you tell me the specific
7 sentence here? Line 16.

8 Q. Sure. Page 6, line 16, the end of the
9 line, "The amount of."

10 A. So I'm -- "The amount of proposed annual
11 increase in larger-consuming customers averaged
12 \$9,670 per year." That's where you are reading?

13 Q. Yes.

14 A. And what was your question?

15 Q. Well, I guess you have the word "average"
16 somewhere else, is that why you didn't add the word
17 "average" to that amount there?

18 A. That's correct. I added "average" in
19 various spots on this page just to make it clear what
20 I was describing in case you wanted to cross
21 reference the table at the end of the sheet -- of the
22 testimony.

23 Q. Thank you for that clarification.

24 Could you turn to page 7.

25 A. Yes.

1 Q. On line 10, you say "My analysis
2 highlights how GS customers...." Do you see that?

3 A. Just -- so I have the redline which
4 screwed up the line numbers, so.

5 Q. It's A12.

6 A. Yes, uh-huh.

7 Q. Okay. I'm assuming you are not talking
8 about all GS customers there. What -- what are you
9 referencing in that conclusion? Which GS customers?
10 Just the low-load factor ones?

11 A. Well, all of them with a demand charge
12 will see an increase in the distribution rates
13 because the cost for demand is going up. What I was
14 showing in my analysis was that low-load factor
15 customers are going to see that change amplified.

16 Q. Speaking with regard to your NEP
17 testimony, I believe you answered that you haven't
18 testified in PUCO hearings but just -- just so I'm
19 clear, you haven't testified in hearings before the
20 Commission on this particular NEP issue, correct?

21 A. Correct.

22 Q. Okay. And have you reviewed the Joint
23 Stipulation filed in this proceeding?

24 A. I have.

25 Q. And are you aware of how the Commission

1 evaluates stipulations?

2 A. Perhaps generally so, but I'm not an
3 expert.

4 Q. Well, your testimony -- through your
5 testimony you're not opining on whether the Joint
6 Stipulation is a product of serious bargaining among
7 the parties, are you?

8 A. I don't know.

9 Q. And similarly through your testimony you
10 are not opining on the second or third prong of the
11 Commission's stipulation test, are you?

12 MR. SETTINERI: Objection. No foundation
13 has been laid that he knows what those are.

14 MS. BOJKO: He actually did say he was
15 generally familiar, your Honor.

16 EXAMINER PARROT: He did. Overruled.

17 A. I'm generally familiar with the
18 stipulation documents, but to the procedure you just
19 described, I am not familiar with.

20 Q. Okay. So you are not opining on the
21 Commission's stipulation test; is that fair?

22 A. That's fair.

23 Q. Isn't it true that your testimony does
24 not address all of the impacts on AEP's services that
25 could result from a revenue reduction if AEP does not

1 recover these costs?

2 A. Sorry. That's -- you have a lot of
3 components to that question there. Could you say
4 that again? Is it true?

5 Q. That your testimony does not address the
6 impact on AEP's services that could result from a
7 revenue reduction if AEP does not recover the
8 shortfall that we discussed earlier?

9 MR. SETTINERI: For the record, are we
10 referring -- for the record, are we referring to NEP
11 or Armada testimony?

12 MS. BOJKO: Your Honor, I have been in
13 NEP testimony. I said I was staying there for a
14 while. I'm still in NEP's testimony.

15 MR. SETTINERI: But on brief, this was my
16 issue about doing this, on brief we will have to go
17 back in the transcript and find out when the
18 transition was made. So I would ask that when
19 questions are asked about testimony, we are referring
20 specifically to what testimony. Thank you.

21 MS. BOJKO: Well, your Honor, that
22 doesn't even make sense because the NEP is the
23 revenue reduction is the shortfall that we discussed
24 earlier with regard to NEP. Armada doesn't make that
25 same revenue reduction request. So I'm happy to ask,

1 and I will, all these questions regarding the Armada
2 testimony but right now we are doing the NEP
3 testimony.

4 EXAMINER PARROT: All right. Go ahead,
5 Mr. Rehberg.

6 A. So to answer your question, no, I did not
7 include that in this testimony.

8 Q. And again we are talking about NEP
9 testimony. Your NEP testimony does not consider the
10 impact on non-low-load factor customers if AEP were
11 to charge them more to make up for a revenue
12 reduction from implementing your proposal, correct?

13 A. I do not discuss that hypothesis, no.

14 Q. Now, sir, I am going to turn you to your
15 testimony that you filed on April 20, 2021, on behalf
16 of Armada.

17 A. Okay.

18 Q. I think that was marked as Armada
19 Exhibit 17?

20 MR. SETTINERI: Yeah. While he is
21 looking at that, your Honor, it is a quarter to 2
22 right now. Are we going to be taking a break? I
23 didn't know how much more Ms. Bojko has, your Honor,
24 but we are approaching 2 o'clock already.

25 EXAMINER PARROT: Ms. Bojko?

1 MS. BOJKO: Your Honor, I apologize. I
2 didn't think I had this much, but if you have an
3 objection every time, it takes longer. I would say
4 without objections, I probably have 20 minutes.

5 EXAMINER PARROT: All right. Long
6 enough. The witness has been almost at it for two
7 straight hours without a break, so let's take our
8 lunch break. We will reconvene at 2:15. We are off
9 the record.

10 (Thereupon, at 1:43 p.m., a lunch recess
11 was taken.)

12 - - -
13
14
15
16
17
18
19
20
21
22
23
24
25

Monday Afternoon Session,
May 17, 2021.

- - -

EXAMINER PARROT: We will go back on the
record. Ms. Bojko.

MS. BOJKO: Thank you, your Honor. I
would just like to note for the record that we did
send a subsequent e-mail out with the exhibits
referenced earlier marked with exhibit numbers so
there should be no longer any confusion with regard
to those exhibits.

EXAMINER PARROT: Thank you.

MS. BOJKO: And -- thank you, your Honor.

- - -

ERIC REHBERG

being previously duly sworn, as prescribed by law,
was examined and further testified as follows:

CROSS-EXAMINATION (Continued)

By Ms. Bojko:

Q. Mr. Rehberg, good afternoon again.

A. Good afternoon.

Q. I have some additional questions for you.

It's true that NEP -- again referencing
your -- I'm on your NEP testimony just for the
record. NEP used to be Central Ohio Energy Services;

1 is that correct?

2 A. I don't know.

3 Q. Okay. Do you know that Central Ohio
4 Energy Services was a company incorporated in 1999
5 with the authorized representative of Mike
6 Deascentis?

7 A. Well, this is the first time I've heard
8 of, what was the name, Central Ohio Energy Services;
9 so, no, I am not aware of any of those details.

10 Q. Okay. Do you know when NEP became
11 incorporated? Did you know that they became
12 incorporated in 2012?

13 A. I do not know that.

14 Q. And you also don't know or have not seen
15 the NEP Articles of Incorporation; is that correct?

16 A. Correct. I have not seen those.

17 Q. You were -- again, you stated earlier
18 this morning, just to refresh, that you were a
19 founder of Armada; is that correct?

20 A. Yes.

21 Q. And before Armada, isn't it true that the
22 legal name was APH Acquisition?

23 A. Yes.

24 Q. And that company was incorporated in
25 2015; is that correct?

1 A. That I don't think is correct, but I'm
2 not sure, so I don't know.

3 Q. Well, do you know that in 2015 for
4 Articles of Incorporation filed with the Secretary of
5 State's Office that Mike Deascentis signed as the
6 authorized representative of APH Acquisition?

7 A. I have not seen any of those documents.

8 Q. So you are not aware?

9 MR. SETTINERI: Objection, asked and
10 answered. I will also object to along this line of
11 questioning as to relevancy, your Honor, but again
12 objection, asked and answered.

13 EXAMINER PARROT: That one is sustained.

14 Q. Well, do you know -- I'm not asking about
15 the document itself that you said you have not seen
16 but do you know whether Mike Deascentis had a part in
17 incorporating APH Acquisition?

18 A. I can't verify that.

19 Q. So you were a founder of APH Acquisition;
20 is that correct?

21 A. Well, I believe it was initially called
22 "Armada Power, LLC" when it was spun out of Battelle.

23 Q. Okay. Thank you for that clarification.
24 So your -- your -- you originally called it Armada
25 Power and then it switched to APH Acquisition in

1 2015?

2 A. I think your timing might be wrong but,
3 again, I'm not -- I'm not sure. I don't have those
4 records in front of me.

5 Q. Okay. Well, you tell us the history of
6 Armada Power.

7 MR. SETTINERI: I would just object, your
8 Honor. I have to object to this line of questioning
9 on relevancy and being outside the scope of his
10 testimony.

11 EXAMINER PARROT: Overruled.

12 MR. SETTINERI: We're doing -- okay.

13 A. It was spun out of Battelle as a -- as an
14 independent entity. And then around the 2016 time
15 period, Battelle divested their ownership and we were
16 purchased and then now under the current corporate
17 structure that I described before.

18 Q. So where did APH Acquisition come in to
19 that history?

20 A. I don't know the details.

21 Q. Okay.

22 A. We've been doing business as Armada
23 Power.

24 Q. Okay. Are you familiar that in 2019,
25 there was a Secretary of State filing listing Armada

1 as an LLC and that was also signed by Mike
2 Deascentis?

3 MR. SETTINERI: Objection, lack of
4 foundation. The questions are being phrased in a way
5 to present information into the record which there
6 has been no foundation laid for any of that, whether
7 he is familiar with any kind of records whatsoever.

8 MS. BOJKO: Your Honor, with all due
9 respect, he claims he was the founder of a company
10 that now I'm trying to ask about the name of the
11 company, what it's done business in, the different
12 variations that are filed with the Secretary of
13 State. It's -- it's often a line of questioning in
14 cross-examination with regard to witnesses testifying
15 behind -- on behalf of parties. He was actually a
16 founder so he should have this knowledge.

17 EXAMINER PARROT: Karen, can I get the
18 question again, please?

19 (Record read.)

20 EXAMINER PARROT: Thank you.

21 Overruled.

22 A. I was not aware.

23 Q. And I believe Mr. Finnigan from OCC
24 referenced a PowerPoint presentation. Do you recall
25 that?

1 A. Yes.

2 Q. In that presentation on -- in -- on
3 page 3 of that presentation it states that Armada
4 Power was acquired by NEP in 2016; is that correct?

5 A. I don't have that presentation in front
6 of me.

7 Q. You don't know when Armada Power was
8 acquired by NEP?

9 A. That wasn't your original question.

10 Q. Well, okay. I will rephrase.

11 Do you know when Armada Power was
12 acquired by NEP?

13 MR. SETTINERI: There was no --
14 objection. No foundation laid that NEP acquired
15 Armada Power. And that is irrelevant to the current
16 status of the companies which has already been asked
17 and answered multiple times today, your Honor.

18 MS. BOJKO: Well, your Honor, actually he
19 didn't answer the affiliate question and now we have
20 a document that says NEP was acquired -- or NEP
21 acquired Armada in 2016. It's an Armada document.
22 He is the founder -- one of the founders of Armada
23 and he is testifying on behalf of Armada. I think
24 it's a fair question to ask.

25 EXAMINER PARROT: Go ahead and rephrase

1 it, Ms. Bojko.

2 MS. BOJKO: Sure. I will ask a couple of
3 questions, maybe that will help.

4 Q. (By Ms. Bojko) Are you aware that -- or
5 excuse me. Strike that.

6 Did NEP acquire Armada Power in 2016?

7 A. So the holding company that owns both
8 companies is the structure that is in place. We may
9 have described it as NEP acquiring it for
10 simplicity's sake or people outside to see a
11 presentation, but the corporate structure I described
12 earlier that both companies are owned by the same
13 majority shareholder is the -- is the correct
14 structure.

15 Q. So did you draft the press -- I'm sorry.
16 I thought you said you drafted the presentation that
17 Mr. Finnigan showed you today.

18 MS. BOJKO: Mr. Finnigan, I'm sorry, what
19 was the OCC exhibit number on that?

20 EXAMINER PARROT: I don't believe it was
21 marked.

22 MR. FINNIGAN: Yeah. I did not mark it
23 but I believe it was a separate presentation than the
24 one I was asking Mr. Rehberg about. I think this was
25 a separate Armada document.

1 MS. BOJKO: Okay. I'm sorry, your Honor.
2 I was confused, I guess, with the no marking of the
3 exhibit. I'll strike that and ask a different
4 question, your Honor.

5 Q. (By Ms. Bojko) So I guess I'm confused by
6 your response. Are you -- are you challenging an
7 Armada presentation that would have said Armada Power
8 was acquired by NEP?

9 MR. SETTINERI: Objection. Again,
10 foundation laid as to "presentation." Prior -- what
11 was discussed earlier today was a presentation made;
12 no such PowerPoint. So again, there is very --
13 there's really no foundation laid for these
14 questions, your Honor. And again, I question the
15 continuing line of this questioning as to relevancy.

16 MS. BOJKO: Your Honor, he seems to be
17 quibbling with my word choice so I am trying to
18 rephrase my questions to understand his testimony.
19 And I'm asking him if he would disagree with an
20 Armada statement that Armada Power was acquired by
21 NEP in 2016.

22 EXAMINER PARROT: All right. That
23 question there, you may answer, Mr. Rehberg.

24 A. So --

25 MR. SETTINERI: Your Honor, your Honor,

1 bear with me. I am just going to object to that
2 question just because there's been no foundation laid
3 that any such presentation exists.

4 EXAMINER PARROT: Objection is noted. Go
5 ahead, Mr. Rehberg.

6 A. So I am an employee, I am a founder and
7 inventor of the technology, but I'm not part of the
8 ownership of the company and I am not involved in the
9 legal incorporation documents or things that we filed
10 with the Secretary of State, so I don't really know
11 what the actual legal traceability of the company is.
12 I can tell you today what the structure is. And if
13 there was perhaps a simplification made in a
14 presentation, I don't know.

15 Q. But because of the background you just
16 described, you have no reason to disagree with that
17 statement, do you?

18 MR. SETTINERI: Objection, asked and
19 answered.

20 EXAMINER PARROT: Overruled.

21 A. Okay. Sorry. Can you repeat your
22 question then?

23 Q. If that statement was made, you have no
24 reason to disagree with it, because, as you just
25 said, you're not part of the management or ownership

1 and you're -- you're not an attorney so you would
2 have no basis to disagree with the statement made by
3 Armada that Armada Power was acquired by NEP in 2016,
4 correct?

5 MR. SETTINERI: Again, objection. There
6 has been no foundation laid that such a statement was
7 made.

8 EXAMINER PARROT: Overruled.

9 A. Okay. So your question is, if I would
10 have an objection to that statement being made; and
11 the answer -- so then the answer is no, it's a
12 possible simplification of the situation, but I don't
13 have the full document history to confirm one way or
14 the other.

15 Q. Do you have your April 20, 2021,
16 testimony on behalf of Armada which has been
17 previously marked as Armada Exhibit 17 in front of
18 you?

19 A. Yes.

20 Q. And just to refresh the foundation that
21 was laid before we took a lunch break, you're
22 familiar with the Joint Stipulation that was filed in
23 this proceeding, correct?

24 A. Yes.

25 Q. If we could turn to page 2 of your Armada

1 testimony, lines 12 through 16.

2 A. Yes.

3 Q. Here you are stating the purpose of your
4 testimony is to support objections to the Staff
5 Report and also to support a new pilot program; is
6 that correct?

7 A. Yes.

8 Q. Was the -- was the pilot program that you
9 are proposing in your Armada testimony, can I call it
10 the "water heater program" to simplify?

11 A. Okay.

12 Q. Was the water heater pilot proposed in
13 AEP's Application filed with its distribution rate
14 case?

15 A. I don't know.

16 Q. Have you read AEP's Application filed in
17 this case?

18 A. I'm generally familiar with it but not in
19 its entirety.

20 Q. Well, in your general familiarity, did
21 AEP propose a water heater pilot program?

22 A. I don't recall one.

23 Q. And to be clear, Armada is the developer
24 of the water heater controller technology that you're
25 proposing in your water heater pilot, correct?

1 A. Yes.

2 Q. Let's turn to page 17 of your testimony.

3 A. Okay.

4 Q. Are you there?

5 A. Yes.

6 Q. On lines 4 and 5, you talk about the
7 benefits of the pilot program. Do you see that?

8 A. Yes.

9 Q. Is it fair to characterize your testimony
10 here as you oppose the Stipulation due to the absence
11 of the pilot program that uses Armada's water heater
12 control technology?

13 A. Yeah. I think that would be correct to
14 say.

15 Q. And your testimony didn't oppose other
16 substantive provisions of the Stipulation, did it?

17 MR. SETTINERI: Can we be clear for the
18 record what testimony we are referring to? Is it NEP
19 testimony or is it Armada testimony that question is
20 directed towards?

21 MS. BOJKO: You know what, Mr. Settineri,
22 given that there is no water heater pilot in the NEP
23 testimony, I think it's fair to say we are still on
24 Armada's testimony as I instructed the witness
25 earlier.

1 MR. SETTINERI: Your Honor, for the
2 record, I just want to have a clear record when we
3 have a question and answer clipped into a brief. It
4 doesn't just say your testimony and there is an
5 answer, that it's clear what testimony is being
6 referenced. That has ramifications, your Honor, on
7 brief. Thank you.

8 MS. BOJKO: Your Honor, if counsel keeps
9 objecting or trying to reargue the motion that he
10 lost on every question, we are going to be here all
11 afternoon.

12 EXAMINER PARROT: Let's go ahead,
13 Mr. Rehberg. Answer the question.

14 A. The answer -- no, in the Armada
15 testimony, I am not objecting to anything.

16 Q. I'm sorry. You trailed off. I didn't
17 hear you.

18 A. Maybe just rephrase the question again so
19 I get the right answer just to make sure I am not
20 paraphrasing it.

21 MS. BOJKO: I'm sorry, your Honor. May I
22 have that question reread?

23 EXAMINER PARROT: Yes.

24 (Record read.)

25 A. That's correct. I did not oppose any of

1 the substantive components.

2 Q. Now I will have you turn to page 12 of
3 your Armada testimony; and, sir, just so you're
4 clear, I'm talking about your Armada testimony in
5 these questions. Are you at page 12 of that Armada
6 testimony?

7 A. Yes.

8 Q. Looking at Question 19 on page 12 of that
9 testimony, here you discuss the state regulatory
10 commission in California; is that correct?

11 A. Yes.

12 Q. And in this portion of your testimony you
13 discuss the state regulatory commission of California
14 and Arizona as well; is that correct?

15 A. Yes.

16 Q. And you talk about the regulatory
17 commissions of California and Arizona as approving
18 pilots similar to Armada's proposed pilot in this
19 proceeding; is that correct?

20 A. They have similarities, yes.

21 Q. But to be clear, although the California
22 pilot program is similar to the Armada proposal, the
23 California pilot does not actually use Armada's water
24 heater control technology, correct?

25 A. I think that might actually be

1 confidential. I don't know if I can answer that.

2 MR. SETTINERI: Your Honor, is this --
3 should we go off the record so I can -- well, I guess
4 we have to determine the nature of the
5 confidentiality here.

6 EXAMINER PARROT: Ms. Bojko.

7 MS. BOJKO: Your Honor, I mean, there
8 were public filings with the California -- I don't
9 know of any confi -- I am not trying to elicit
10 confidential because I don't know of any. I'm using
11 the words that he uses in his testimony on pages 12
12 and 13.

13 EXAMINER PARROT: You don't have a public
14 document you can point the witness to?

15 MS. BOJKO: No. Your Honor, I am looking
16 at his publicly-filed testimony in this case. I'm
17 not looking at anything else.

18 EXAMINER PARROT: All right. Well, table
19 that question for now then.

20 Q. (By Ms. Bojko) Would your -- would your
21 answer be the same that you don't know if you can
22 answer the question with regard to the Arizona pilot
23 program; does the Arizona pilot program use Armada
24 technology?

25 A. Right. I don't know if I can disclose

1 our customer list.

2 Q. Well, although the -- you would agree
3 with me, sir, there are alternative technologies out
4 there, other than what Armada proposed, regarding
5 water heater technology; is that correct?

6 A. That achieve all of the same benefits and
7 capabilities of our patented system, no.

8 Q. It's true that in your testimony you say
9 that the California and Arizona pilot programs are
10 similar but not identical to the -- the one you are
11 proposing in this case, correct?

12 A. Correct.

13 Q. And Armada's proposal in the current AEP
14 pilot program is Armada technology, correct?

15 A. Yes.

16 Q. Your proposal would not allow other
17 technologies, correct?

18 A. I did not specify any other technologies,
19 no.

20 Q. Well, your proposal here to the
21 Commission today is that in AEP's service territory,
22 AEP would create a pilot program that would only use
23 Armada's technology, correct?

24 A. Yes.

25 Q. Okay. On page 12 of your testimony at

1 the top, lines 1 through 5, you talk about CRES
2 providers being able to utilize the Armada
3 technology, correct?

4 A. Yes.

5 Q. And under your proposal, can CRES
6 providers participate in the pilot with their own
7 technology?

8 A. So the example I gave in my testimony was
9 that CRES providers would be able to use our
10 technology to support their time-of-use rate
11 offerings as an example.

12 Q. Right. That's not my question.

13 My question was, under your proposal can
14 CRES providers participate in the pilot program with
15 their own technology?

16 A. That's not in my testimony.

17 Q. So that's not part of your proposal,
18 correct?

19 A. That's correct.

20 Q. You talked a little bit earlier this
21 morning about the cost of your proposal. I want to
22 refine that a little bit if you don't mind. You talk
23 about it starting on page 7, I believe, of your
24 Armada testimony. Are you there?

25 A. Yes.

1 Q. Okay. So as I understand it, you are
2 saying that the costs would be approximately
3 \$6 million for 20,000 water heater units, is that
4 correct, or controllers, I guess; is that correct?

5 A. Yes. With the proposal being phased in
6 over five years.

7 Q. And you also stated that in addition to
8 that \$6 million, you would need to add \$6.9 million
9 for a five-year software license to be able to
10 utilize this program; is that correct?

11 A. No, that's incorrect. The 6 million is
12 inclusive of the hardware and software license.
13 Further down in that answer I discuss using cellular
14 controllers instead of wifi and that accounts for the
15 additional cost because of the additional cost to the
16 hardware.

17 Q. I'm sorry. So your proposal is to add
18 that wifi which would add 6.9 million to the total
19 costs?

20 A. No, that's incorrect.

21 Q. Okay. You're not adding a 6.9 --

22 A. No. They are two separate options.

23 Q. So it would be a \$6 million option or a
24 \$6.9 million option.

25 A. Correct.

1 Q. Okay. Thank you for that clarification.

2 And then as I understand your testimony
3 further, going over to page 8, then you -- and it
4 would cost \$42 per unit for this software on an
5 annual basis which is 840,000 added onto the
6 6 million or 6.9 million?

7 A. No. Also not correct. That is an
8 approximation of what the cellular data costs might
9 be if you went with the cellular option.

10 Q. So if you did the cellular option, we are
11 looking at 6.9 plus the 840,000; is that correct?

12 A. Correct.

13 Q. And under either option, you would agree
14 with me that there would be additional technology
15 costs for AEP; is that correct?

16 A. Not necessarily, no.

17 Q. Well, you referenced it on page 9, don't
18 you? Don't you state on page 9, you would anticipate
19 AEP would incur additional technology costs?

20 A. I say "minimal additional technology
21 costs" and that's because it depends on what AEP's
22 ultimate intention would be. There is not a
23 requirement for additional integration costs because
24 it's a standalone platform; but if they wanted to,
25 say, do additional software integrations with other

1 systems, then there could be some non-occurring
2 engineering cost associated with that.

3 Q. Could be. You actually put in your
4 testimony that you would anticipate that AEP would
5 incur these costs, right?

6 A. Minimal additional costs.

7 Q. Okay. How much would -- what's minimal
8 to you?

9 A. Again, it would depend on the scope of
10 the project as to what AEP wanted to do. It could be
11 zero if they just used the system as a standalone.
12 It could be more depending on how many other
13 integrations they requested.

14 Q. Well, when you wrote this statement: "I
15 would anticipate AEP would incur minimal additional
16 technology costs," what were you referencing? What
17 costs?

18 A. So I list those out. For example, things
19 like Distributed Energy Resource Management platforms
20 or if they wanted to integrate other SCADA controls.

21 Q. And what would be the estimate of those
22 additional costs if they were to do those things?

23 A. We would have to know the scope of the
24 project.

25 Q. Well, let's use your scope of the

1 project, 20,000 units.

2 A. Well, the unknown here would be what
3 system are you integrating with and what does that
4 API look like and we don't have that documentation in
5 front of us.

6 Q. Are you talking about AEP's technology?

7 A. That's what you asked, correct? You
8 asked about AEP integration costs which would imply a
9 back-end software integration; is that correct?

10 Q. Yeah. Well, I'm confused now. I
11 don't -- you -- I thought you were aware of AEP's
12 existing platform and that your product integrates
13 into AEP's existing platform; is that not accurate?

14 A. I did not state that -- no, I don't know
15 what their existing platform looks like.

16 Q. So you don't know what the level of costs
17 AEP could incur with this integration, do you?

18 A. Well, it could -- I mean, you could
19 increase the scope of a project like that
20 indefinitely; so, right, there is no way you could
21 know that. What I am saying is it could be zero
22 because you can use the standalone platform and not
23 incur any additional integration costs but you would
24 have the option to do other additional API
25 integrations and those costs couldn't be known until

1 you had a project scope defined.

2 Q. Do you know what -- you reference AEP's
3 existing systems. Do you know what those systems are
4 and whether your product is even compatible with
5 their systems?

6 A. So I -- no, I don't have the details of
7 what their existing systems look like.

8 Q. So you don't know whether your product is
9 compatible with their existing systems, do you?

10 A. I'm not sure I understand the question.
11 Like, you know, if you go and buy a copy of Microsoft
12 Office, is it compatible with your toaster, no, but
13 it's not necessarily a -- I don't understand what you
14 are asking me.

15 Q. Well, if you don't know AEP's existing
16 system, you have no idea whether your product could
17 be compatible with it or what it would take to make
18 it compatible, correct?

19 A. That's generally correct.

20 Q. And you also agreed, in addition to the
21 costs that we talked about a minute ago, you also
22 agreed with Mr. Finnigan that AEP would likely have
23 to conduct customer education which would be an
24 additional cost, correct?

25 A. That is possible, yes.

1 Q. So is it fair to say that you don't have
2 an overall cost of Armada's proposal sitting here
3 today?

4 A. That's correct. It doesn't include those
5 other variable costs.

6 Q. I'm -- on -- when we talk about this
7 \$6.9 million in the software that goes along with
8 that five-year software license, who is that software
9 with? Who holds the license?

10 A. Armada Power licenses the use of its
11 software to its customers, so AEP would be purchasing
12 the license to use that system.

13 Q. So the 6.9 million would go to Armada for
14 a five-year software license; is that right?

15 A. It also covers the cost of hardware as
16 well.

17 Q. And does a -- would a utility have to use
18 Armada's software platform or could they use a
19 different software platform?

20 A. So you have the option of using our
21 standalone platform as I mentioned before. And we
22 can also do integrations into other systems, but the
23 system, the Armada Power system, is a -- is a
24 combination of a hardware and a software component.

25 Q. All right. So I think the answer is no,

1 you -- in order to do your pilot program, you would
2 either have to do the 6-million-dollar five-year
3 software license with Armada or the \$6.9 million
4 software license with Armada, correct?

5 A. Yes. You need a license for the software
6 to use the software; that is correct.

7 Q. And you can only use Armada software to
8 run your technology, correct?

9 A. By definition, yes.

10 Q. Okay. And on page 2 of your Armada
11 testimony, line 13 of your testimony, your proposal
12 is that a utility, so AEP Ohio in this case, would
13 own the technology, is that correct, or own the
14 controllers? Excuse me.

15 A. No.

16 Q. And would you agree with me that -- I
17 know you had a ratemaking discussion with
18 Ms. Grundmann, but would you agree with me that AEP's
19 distribution rates are set by the PUCO?

20 A. That's my understanding, yes.

21 Q. Okay. And it's my understanding from
22 your testimony that Armada is proposing that the
23 costs of the pilot using Armada's water heater
24 controller technology and software would be embedded
25 in AEP's distribution rates.

1 A. So I think it's logical that given the
2 power system benefits and reliability benefits from
3 the technology that something like the Distribution
4 Investment Rider would be a logical place to -- to
5 account for that.

6 Q. Well, I'm sorry. Are you saying it would
7 be in the Distribution Investment Rider or in
8 distribution rates?

9 A. Well, ultimately that's up to the
10 Commission to decide. So I'm just describing the
11 capabilities of the technology and where I think it
12 would logically fit but that's not really my call to
13 make.

14 Q. I guess what's Armada's proposal? What
15 are you proposing? How are you proposing that this
16 be paid for?

17 A. We're proposing a technology and the
18 benefits associated with that technology for power --
19 power system benefits and distribution reliability.
20 Where it gets accounted for is going to be dependent
21 on judgment by the Commission.

22 Q. Are you proposing that AEP Ohio fund this
23 pilot program?

24 A. I have not made that specific proposal to
25 that.

1 Q. So I think I understand your proposal as
2 you are saying it's funded either through
3 distribution rates or through a distribution rider;
4 is that correct?

5 MR. SETTINERI: Objection.

6 A. I am not doing any --

7 MR. SETTINERI: Asked and answered.

8 EXAMINER PARROT: Sustained.

9 Q. (By Ms. Bojko) Who pays for the
10 California pilot program?

11 A. I don't know off the top of my head.

12 Q. Who pays for the Arizona pilot program?

13 A. Same answer. I don't know off the top of
14 my head.

15 Q. Your testimony does not discuss the pros
16 and cons of utility ownership of this technology,
17 does it?

18 A. I don't believe I have that in there, no.

19 Q. And you believe, sir, that there is
20 market demand for Armada's water heater control
21 technology, correct?

22 A. Can you more specifically define "market
23 demand"?

24 Q. Do you believe there's a market for your
25 technology?

1 A. Yes.

2 Q. So you believe that your technology could
3 be supported and adopted outside of a commission
4 ordering it, correct?

5 A. Could be possible.

6 Q. And I asked you this with regard to your
7 NEP testimony, but with regard to your Armada
8 testimony, you have not previously testified in
9 hearings before the Commission regarding the water
10 heater technology, have you?

11 A. That's correct.

12 Q. And with respect to Armada's issues, you
13 have reviewed the Joint Stipulation, correct?

14 A. Yes.

15 Q. And I believe you said you're generally
16 familiar with the Commission's test for evaluating
17 stipulations; is that right?

18 A. No. I think I said I was not familiar
19 with the tests.

20 Q. I thought you said you were generally
21 familiar with the Commission's evaluation of
22 stipulations.

23 MR. SETTINERI: Asked and answered.

24 MS. BOJKO: Your Honor, I actually didn't
25 ask this with regard to the Armada testimony. I

1 asked it with regard to NEP testimony, and I thought
2 counsel wanted me to separate the two, so I am doing
3 that now.

4 EXAMINER PARROT: Go ahead, Mr. Rehberg.

5 A. Okay. Sorry. The specific question was
6 the test they use to evaluate stipulations?

7 Q. Correct.

8 A. No, I am not familiar with those details.

9 Q. Okay. So then your Armada testimony does
10 not make an opinion whether the Stipulation was a
11 product of serious bargaining among parties, does it?

12 A. That's correct.

13 Q. And your testimony doesn't consider the
14 impact on customers if AEP does, in fact, implement
15 the pilot, does it?

16 A. Well, the impact to customers is complex.
17 It's improvements to reliability, reductions in
18 overall cost for the power system. So in that regard
19 it takes it into consideration.

20 Q. Well, does your testimony consider the
21 impact of the costs on customers for implementing the
22 pilot program?

23 A. I did a projected cost number in there,
24 yes.

25 Q. You put a partial projected cost number

1 in, correct?

2 A. That's right.

3 Q. Did you do a rate-impact study on what
4 that cost would cost customers and the impact on
5 customers for your pilot program proposal?

6 A. No.

7 Q. And your testimony doesn't opine on the
8 other factors of the stipulation test with regard to
9 regulatory principles, does it?

10 A. No. That's not in my testimony.

11 MS. BOJKO: 2 minutes, your Honor. I am
12 just looking through my notes quickly.

13 Thank you, Mr. Rehberg.

14 That's all I have, your Honors.

15 THE WITNESS: Thank you.

16 EXAMINER PARROT: Ms. Bojko, you had
17 raised a couple of questions that the witness had
18 identified as raising confidentiality concerns. Are
19 you foregoing those questions at this time, or do we
20 need to figure out a plan for addressing those?

21 MS. BOJKO: Your Honor, thank you for
22 reminding me. I would appreciate answers if -- if
23 they can be given. I'm not sure if we're relying on
24 testimony with regard to those programs. I think
25 it's a fair question. Otherwise we could move to

1 strike that testimony relying on those other
2 programs.

3 EXAMINER PARROT: I think at this point I
4 will go ahead, in the interest of keeping us moving,
5 if you could perhaps as a first step reach out to
6 Mr. Settineri on the side here and see if there is a
7 way maybe to address that issue in a fashion that
8 enables us to do it on the public record, and then we
9 will kind of go from there, I think. Does that make
10 sense?

11 MR. SETTINERI: Yeah. Your Honor, are we
12 on the record still? That's fine.

13 EXAMINER PARROT: We are.

14 MR. SETTINERI: Okay. In terms of just
15 process, then what I would suggest is, your choice,
16 but at some point before redirect and not to take up
17 redirect time, I would like a chance just to consult
18 with the witness on the confidentiality issues, and
19 then I can consult with Ms. Bojko.

20 EXAMINER PARROT: Okay.

21 MR. SETTINERI: But I would like to do
22 that before he leaves the stand obviously today.

23 EXAMINER PARROT: And that's why I am
24 raising it now so we can start to think through how
25 we might be able to do this in a public fashion

1 preferably.

2 MS. BOJKO: Your Honor, could we have
3 maybe Karen mark the transcripts so we can find these
4 questions to reask them depending on the result of
5 Mr. Settineri's discussions?

6 EXAMINER PARROT: Let's go off the
7 record.

8 (Discussion off the record.)

9 EXAMINER PARROT: Let's go back on the
10 record.

11 All right. Ms. Blend.

12 MS. BLEND: Thank you, your Honor.

13 - - -

14 CROSS-EXAMINATION

15 By Ms. Blend:

16 Q. Good afternoon, Mr. Rehberg. I'm
17 Christen Blend for AEP Ohio. How are you?

18 A. Good. Good afternoon.

19 Q. I would like to start with your testimony
20 on behalf of Armada, Armada Exhibit 17. Do you have
21 that in front of you?

22 A. I do.

23 Q. Okay. Mr. Rehberg, your proposal is that
24 water heater controllers be installed inside
25 residential customers' homes and commercial

1 customers' businesses, correct?

2 A. Yes.

3 Q. AEP Ohio would have to request access
4 from the customer to gain physical control or
5 physical access to the controller, correct?

6 A. Yes, to the water heater.

7 Q. And, therefore, AEP Ohio will not have
8 physical control over the controllers, correct?

9 A. You mean physical control to go visit it
10 after the fact, after installation?

11 Q. Yes.

12 A. Yeah, that's generally correct.

13 Q. And you would agree that the controller's
14 functionality depends on an end-use customer's
15 participation in an event, correct?

16 A. "Participation in an event," what do you
17 mean by that?

18 Q. Such as in a demand response event or
19 other event when the controller could be called upon
20 to perform to reduce load.

21 A. Not necessarily. The system operates --
22 can operate in a fully-automated function. The
23 nature of water heating makes it very noninvasive to
24 control load just due to the nature of how hot water
25 is drawn out of the tank and how energy is consumed.

1 So for the most part, for most of your events, your
2 customers won't even know that it's happening.
3 However, we do have the tools in place for a utility
4 to send out notifications or allow opt in or opt out
5 for particular events. So the level of participation
6 is going to be determined by the ultimate program
7 design.

8 Q. And are you suggesting that AEP Ohio make
9 that determination regarding overall program design?

10 A. That would be my recommendation that AEP
11 Ohio have their preferences and design parameters in
12 that, yes.

13 Q. And so is it your testimony that AEP Ohio
14 could prohibit customers from opting out of what your
15 testimony describes as grid events?

16 A. The technology would allow you to do that
17 but, again, it's up to the sort of judgment of AEP
18 Ohio's operation and any other requirements they have
19 as to what they would want to do that.

20 Q. As you discussed with Ms. Bojko, you have
21 two different capital costs, capital and software
22 license cost estimates in your testimony. One of
23 which rely -- would rely upon wifi technology and one
24 of which would rely upon cellular-enabled
25 controllers, correct?

1 A. Yes.

2 Q. Would you agree that if customers'
3 controllers are connected through wifi, that AEP Ohio
4 may not have control to access the controllers if,
5 for example, a customer changes their wifi password?

6 A. In our experience, deploying on a
7 customer's wifi is pretty reliable because people
8 change their wifi passwords very infrequently. But,
9 yes, if a customer changed their wifi network
10 configuration and then didn't update that on the
11 controller, you would lose connectivity to it.

12 Q. And if a customer disconnected their
13 wifi, similarly the utility would lose connection to
14 the controller, correct?

15 A. Yes, in the case of wifi.

16 Q. You testified earlier in response to
17 questions by counsel for OCC, Mr. Finnigan, that
18 your -- that Armada's controller has a revenue grade
19 meter. Do you recall that testimony?

20 A. Yes.

21 Q. AEP Ohio has not validated whether that
22 meter meets with AEP Ohio's metering standards,
23 correct?

24 A. Can you define the metering standard you
25 are talking about?

1 Q. Well, do you know whether AEP Ohio has
2 validated that the meter within your controller, or
3 Armada's controller, is in compliance with its
4 metering standards?

5 A. Well, I don't know -- I don't know the
6 details of AEP's metering standard, but we actually
7 use the AEP test lab to verify our controller for
8 PJM's metering standard; so a complicated answer to
9 your question there.

10 Q. Is it fair to say that, sitting here
11 today, you don't know whether AEP Ohio would need to
12 separately meter customers who have these controllers
13 in place in the proposed pilot?

14 A. I'm sorry. Could you ask that question
15 like --

16 Q. Sure. You don't know, sitting here
17 today, whether AEP Ohio would need to also separately
18 meter customers who have controllers in the proposed
19 pilot, correct?

20 A. Oh. Well, right. The pilot I've
21 proposed here doesn't specify a different metering
22 standard or different metering requirement for the
23 water heater specifically. We do have a revenue
24 grade meter in the device in case, I mean, some
25 utilities do actually look at different rates that

1 they would charge based on the water heaters, the
2 technology is set up for that, but in this case I
3 think you can just meter the customers normally for
4 billing purposes, but the revenue quality metering
5 plays into how you use that data for real-time
6 operations as well as measurement verification for
7 reporting on the benefits of the pilot.

8 Q. If you'll refer again to page 12 of your
9 testimony for Armada, Armada Exhibit 17, and
10 specifically do you recall the discussion you had
11 with Ms. Bojko regarding the Arizona and California
12 regulatory proceedings referenced in page 12?

13 A. Yes.

14 Q. Have you reviewed the orders issued by
15 the California Public Utilities Commission and the
16 Arizona Corporation Commission in the two referenced
17 cases?

18 A. I have.

19 Q. The California case concerned heat pump
20 water heaters, correct?

21 A. That was part of it.

22 Q. And you testified earlier in response to
23 questions from counsel for OCC that heat pump water
24 heaters are different than control-led electric
25 resistance water heaters, correct?

1 A. They are different, yes.

2 Q. And are you aware or do you recall in the
3 Arizona proceeding that is cited on pages 12 and 13
4 of your testimony for Armada, that the Staff in that
5 case found the water heater pilot measure to not be
6 cost effective and recommended denial of that
7 program?

8 A. Yeah, that was their -- the opinion of
9 their staff.

10 Q. If you'll now please set aside your
11 Armada testimony and refer to your NEP testimony
12 which is NEP Exhibit 34. Do you have that document?

13 A. Yes.

14 Q. You testified previously in response to
15 cross-examination questions that your analysis, which
16 is summarized in Exhibit A to your testimony for NEP,
17 did not include nonconsumption-based distribution
18 costs, correct?

19 A. Yes.

20 Q. Can you please explain what you meant
21 when you used that term?

22 A. So what I -- what I did include was the
23 demand component and customer charge which then gives
24 you a sort of base distribution cost and then any
25 riders that were a percentage of that component. So

1 anything that's related to the direct usage of the
2 customer and not certain fixed charges that if you
3 had, say, for example, zero electric consumption of
4 any sort you would still pay some charges through
5 those.

6 Q. Is it your testimony, Mr. Rehberg, that a
7 customer who had zero electric consumption would not
8 pay a customer charge?

9 A. I'm sorry. No.

10 Q. And you included customer charges within
11 your assumptions presented in your analysis in
12 Exhibit A, correct?

13 A. That is -- yes, because it is comprised
14 of -- it is included in the calculation for total
15 distribution charges with those variable components.

16 Q. So I'm sorry. I'm confused. Are you
17 testifying a customer charge is variable, or are you
18 agreeing with me that a customer charge is fixed?

19 A. A customer charge is fixed, but it is
20 added to the demand-related costs when calculating
21 the charges from things like the DIR, ESRR, EDCR
22 components as a percentage.

23 Q. Your analysis also excluded certain other
24 riders that AEP has in its tariff, correct?

25 A. Yes.

1 Q. Which riders did you exclude from your
2 analysis specifically?

3 A. It would be easier for me just to include
4 the ones I did include which was the Distribution
5 Investment Rider, Enhanced Service Reliability Rider,
6 and the Economic Development Cost Recovery Rider.

7 Q. Can you just, by way of example, identify
8 a rider that you excluded and explain why you
9 excluded it?

10 A. I would have to go and check some
11 additional documents just to make sure I don't
12 misspeak.

13 Q. Okay. So sitting here today you can't
14 recall?

15 A. Yeah, that's correct.

16 Q. Now, you indicate in your testimony for
17 NEP that your analysis excludes -- let's see, this is
18 on page 5. You indicate on page 5, in Question and
19 Answer 10, that your analysis excluded generation
20 costs, correct?

21 A. Yes.

22 Q. And, in part, you justify that exclusion
23 based on the fact that GS-2 and -- when GS-2 and GS-3
24 customers utilize dual billing, the distribution rate
25 increase on AEP Ohio's bill will not be "diluted by

1 generation charges," correct?

2 A. That is one justification, yes.

3 Q. You -- are you familiar with dual
4 billing?

5 A. I'm generally familiar with the concept,
6 yes.

7 Q. You would agree that transmission charges
8 appear on customers' bills even for those customers
9 who utilize dual billing?

10 A. I believe that's correct.

11 Q. And yet your analysis also excluded
12 transmission charges, correct?

13 A. Yes.

14 Q. You testified earlier regarding the
15 account information that you used for your analysis.
16 Do you recall those questions?

17 A. Yes.

18 Q. And you testified that you believed that
19 the multiple family -- multiple units, multiple
20 family unit development accounts that you reviewed
21 were one meter for all usage underneath each account.
22 Do you recall that testimony?

23 A. Yes.

24 Q. And you also testified that you did not
25 review underlying units' consumption within those

1 multifamily unit dwellings, correct?

2 A. That's correct.

3 Q. So is it fair to say that you don't know
4 whether the accounts that you reviewed had varying
5 monthly consumption?

6 A. They did have varying monthly
7 consumption.

8 Q. You're speaking to the NEP -- the four
9 NEP accounts had varying monthly consumption?

10 A. Yes.

11 Q. Is it fair to say that you don't know
12 whether the units that make up those four accounts
13 had varying monthly consumption --

14 A. Well --

15 Q. -- because you did not analyze the data
16 underlying each of those four accounts' usage?

17 A. I mean, they would have to though, right,
18 to get to the total? The total varies, and obviously
19 the components under it would also have to vary as
20 well.

21 Q. But you don't know to what extent or in
22 which direction the components under the total
23 varied, correct?

24 A. That's correct.

25 MS. BLEND: I have no further questions.

1 Thank you.

2 THE WITNESS: Thank you.

3 EXAMINER PARROT: Did any other signatory
4 party have questions for this witness at this time?

5 All right. Mr. Settineri, would you like
6 a moment before we proceed to determine whether you
7 have redirect?

8 MR. SETTINERI: Well, your Honor, first,
9 we have to address the confidential issue. I would
10 like -- excuse me. I would like to do that before
11 redirect, and I have not had a chance to do anything
12 other than listen here since we talked about it. I
13 would like to take -- what I would propose, because
14 confidentiality is always very important, to take a
15 break to be able to address that issue and then -- I
16 would say 10 minutes. And then meanwhile I may
17 have -- I will have to figure out -- we will have to
18 figure out what we do, but let me take 10 minutes
19 with the client and client reps to ask and get more
20 information and I can circle back to the group.

21 EXAMINER PARROT: All right. Go off the
22 record.

23 (Recess taken.)

24 EXAMINER PARROT: Let's go back on the
25 record.

1 Earlier, Ms. Bojko had asked some
2 questions that the witness had flagged as questions
3 that may require him to divulge confidential
4 information. We are going to go ahead and give
5 Ms. Bojko an opportunity to see if we can work around
6 that concern through some additional questions. Go
7 ahead, Ms. Bojko.

8 MS. BOJKO: Thank you, your Honor.

9 - - -

10 CROSS-EXAMINATION (Continued)

11 By Ms. Bojko:

12 Q. Good afternoon again, Mr. Rehberg. I am
13 looking at page 12 of your testimony, over to 13, of
14 your Armada testimony, to be clear.

15 A. Yep.

16 Q. Let me know when you're there.

17 A. Got it.

18 Q. Okay. Here you state that Arizona and
19 California have approved similar pilots; is that
20 correct?

21 A. Yes.

22 Q. Are those pilot programs up and running?

23 A. Not yet to my knowledge.

24 Q. Okay. And as I understand it, is it in
25 the RFP stage that a particular utility has requested

1 RF -- or has issued an RFP for responses from the
2 various providers that could offer that technology?

3 A. Yes.

4 Q. Okay. And is -- is Armada -- has Armada
5 participated in the RFP process?

6 A. Yes.

7 Q. And if -- is it fair to assume if there
8 is an RFP process, that there are other vendors that
9 are also participating in the RFP process in an
10 attempt to have their technology utilized?

11 A. I'm not -- I don't have access to that
12 information so who else would have responded to those
13 RFPs.

14 Q. I think you mentioned to me earlier that
15 there are others out there with similar technology,
16 not the same because yours is patented but similar
17 technology, correct?

18 A. There could be, yes.

19 Q. Okay. And when you say similar pilots on
20 page 12, what is the difference?

21 A. Well, they are in California and Arizona,
22 not Ohio, so they have different system needs like
23 solar sponging in the middle of the day in Phoenix
24 or, you know, other storage-type issues that they may
25 be dealing with in California. So each -- every

1 utility is going to have a different sort of value
2 stack that they are looking for out of a -- out of a
3 flexible storage and reliability technology like
4 Armada Power so there is some differences in the
5 program.

6 Q. And those differences exist between
7 California and Arizona as well, correct?

8 A. That's correct.

9 Q. So Ohio's program would be different
10 because -- for one reason because of the local needs
11 of the AEP system versus the California system?

12 A. Yes, that's correct.

13 MS. BOJKO: That's all I have, your
14 Honor. That satisfies my questions. Thank you.

15 EXAMINER PARROT: Thank you.

16 THE WITNESS: Thank you.

17 EXAMINER PARROT: All right.

18 Mr. Settineri, you need a moment for purposes of
19 figuring out your redirect; is that correct?

20 MR. SETTINERI: I do, your Honor. If I
21 could have 15 minutes to go through the Armada Power
22 and NEP redirect with Mr. Rehberg, I would appreciate
23 it.

24 EXAMINER PARROT: All right. Let's go
25 off the record.

1 (Recess taken.)

2 EXAMINER PARROT: Let's go back on the
3 record.

4 Mr. Settineri, redirect?

5 MR. SETTINERI: Yes, your Honor, just a
6 few questions.

7 - - -

8 REDIRECT EXAMINATION

9 By Mr. Settineri:

10 Q. Mr. Rehberg, regarding your testimony on
11 behalf of Armada Power, you were asked various
12 questions throughout the day about the technology and
13 the benefits. Can you -- what are the benefits of
14 the Armada technology?

15 A. So in regards to things like system
16 reliability, there are a number of factors that come
17 into play. One factor of reliability is the ability
18 for the facility to serve the load as needed. So as
19 you add additional capacity, being able to shift
20 capacity in real time as you would with any storage
21 asset is one of the benefits.

22 Another benefit would be once you do have
23 an outage for whatever reason, something goes wrong,
24 restoring that outage can cause a cold load pickup
25 spike, so it's a synchronizing event where all of the

1 load, where your refrigerator, your neighbor's
2 refrigerator all kick on at the same time. That can
3 exacerbate circuit restoration. And so the Armada
4 Power technology has the ability of holding the water
5 heaters off for a period of time to reduce that
6 return spike which would then reduce your outage
7 restoration time for circuits and make that recovery
8 faster and then have an impact on things like your
9 SAIDI matrix.

10 Another component would be the data you
11 get from the devices, so it's a real-time feed and a
12 real-time visibility out into the distribution
13 system, so you can use that to support a wide range
14 of distribution assets including circuit
15 reconfiguration, Volt/VAR control, as well as in
16 situations where you have system emergencies. If you
17 take a look at pretty much every power system
18 emergency over the last century, operators would like
19 to have more information. So it's another check to
20 make sure that your sensors and such are working
21 across the system.

22 And then finally the components of
23 electricity of balancing supply and demand in real
24 time is also becoming more and more important. So as
25 you add additional distributive resources like

1 renewables, so solar and wind, they need to consume
2 energy, or you need to consume energy then in time
3 with when it's being produced, not necessarily when
4 it's being dispatched. So having a low cost,
5 flexible storage system like this on your system
6 would then also improve your balance between supply
7 and demand as well.

8 Q. You were also asked some questions about
9 who -- or how this pilot would be paid for. Do you
10 recall questions of that nature?

11 A. I do.

12 Q. Okay. And I believe you had stated that
13 you thought it could be recovered under the DIR. Why
14 do you believe that the cost for the pilot can be
15 recovered under the -- through the DIR?

16 A. Well, if you take a look at the DIR work
17 plan, it has a number of key targets and goals in it,
18 and our technology supports quite a few of them, so I
19 think it's logical to place it under that type of
20 program, and we're not advocating for increasing the
21 caps on that, on that existing program.

22 Q. Okay. And in regards to the -- going
23 back to the benefit of the technology that were
24 discussed, can -- can the technology be used to -- to
25 assist constrained circuits?

1 A. Yes, absolutely. So in a number of ways
2 one would be the -- the load-shifting capabilities,
3 so if you're near your capacity, but another benefit
4 would be there's a concept called "conservation
5 voltage reduction" that's being deployed in many
6 places. One of the challenges with that is as you
7 begin dropping the voltage to reduce energy
8 consumption on the circuit, you still have to
9 maintain ANSI delivery limits, so by supplementing
10 the data you get from end-of-line circuits with
11 measurement points that you would take across the
12 system with controllers on water heaters, you could
13 then possibly approach the bottom end of that margin
14 easier without going over it; thus, causing yet
15 another efficiency gain for your system.

16 MR. FINNIGAN: Your Honor, John Finnigan.
17 I object and move to strike. That's a leading
18 question. He asked earlier what are the benefits.
19 Then this question was, is one of the benefits
20 voltage control. That's a leading question and he's
21 not permitted to lead the question -- the witness on
22 redirect.

23 MR. SETTINERI: Your Honor, I don't
24 believe that was the question that was posed, and you
25 are welcome to reread it if you would like.

1 EXAMINER PARROT: I am going to go ahead
2 and allow the answer to stand.

3 Q. (By Mr. Settineri) Mr. Rehberg, for the
4 record you mentioned in your prior answer the acronym
5 SAIDI.

6 A. Yes.

7 Q. And can the -- and -- does the technology
8 also insist -- assist in improving SAIFI, the SAIFI
9 index?

10 MS. BOJKO: Objection. Your Honor, that
11 one is clearly leading.

12 MR. SETTINERI: Yeah, yeah. Let me -- I
13 will rephrase, your Honor.

14 Q. (By Mr. Settineri) Mr. Rehberg, regarding
15 the technology, does the technology -- is the
16 technology able to address the SAIFI index?

17 A. It can indirectly in that with the data
18 that we collect on the distribution circuit, you can
19 use that to look for additional momentary outages you
20 might have from certain failing equipment and then
21 help crews pinpoint where that equipment might be
22 failing on the circuit a little bit better. So by
23 doing so that would then prevent some amount of
24 sustained outages. And just, you know, to further
25 elaborate, SAIFI would be the frequency index of

1 sustained outages, so how often do you have a
2 sustained outage. So I would say, yes, indirectly by
3 using the data to assist maintenance, you would then
4 have an impact over the long term on something like
5 SAIFI.

6 MR. FINNIGAN: Your Honor, John Finnigan
7 again. I'll object and move to strike. These are
8 leading questions. Does it benefit SAIFI; does it
9 benefit voltage control. I do not object if
10 Mr. Settineri asks what are the benefits which he
11 already did, but I do object to these continuing
12 leading questions.

13 MR. SETTINERI: The answer is on the
14 record, your Honor, and I am moving on.

15 EXAMINER PARROT: He's already given the
16 answer, and it will stand. If you need to object,
17 Mr. Finnigan, let's do it before he answers the
18 question.

19 Go ahead, Mr. Settineri.

20 MR. SETTINERI: Thank you.

21 Q. (By Mr. Settineri) Mr. Rehberg, do you
22 recall questions about integrating the Armada
23 technology with the utility systems?

24 A. Yes.

25 Q. All right. Is the Armada technology

1 integrated currently with the PJM system?

2 A. It is.

3 Q. Okay. And have there been any issues
4 regarding cybersecurity related to the use of the
5 Armada technology on the PJM system?

6 A. No. That's all encapsulated in an
7 encrypted tunnel.

8 Q. Okay. In terms of integrating the
9 technology into the PJM system, do you know what the
10 cost of that integration was?

11 A. Not exactly but I can tell you that it
12 was approximately a week of engineering time.

13 Q. Okay. Mr. Rehberg, on -- putting on my
14 NEP hat and if you could put yours on. Regarding
15 your testimony for NEP and some questions that were
16 asked, do you recall questions related to
17 underrecoveries due to the NEP proposed rate schedule
18 and pilot?

19 A. Yes.

20 Q. Okay. Would there be overrecoveries, as
21 well, under the proposed NEP rate schedule and pilot?

22 A. It's certainly possible. With any energy
23 consumption, it can be driven by a wide range of
24 factors including weather and economic behavior. So,
25 yes, the same risk of overcollection exists as it

1 does for undercollection.

2 Q. Okay. And could that risk apply just as
3 equally to other classes of customers?

4 A. Yes, absolutely.

5 Q. And do you recall some questions about
6 whether NEP supports the Armada testimony and vice
7 versa?

8 A. Yes.

9 Q. Okay. Who -- who do you recall is
10 authorized and can speak to NEP and Armada's
11 positions on each company's proposals?

12 A. That would be Ms. Ringenbach.

13 Q. Okay. And put on your Armada hat. You
14 support the Armada pilot in this proceeding --

15 A. Yes.

16 Q. -- is that true?

17 A. That is correct.

18 Q. And putting on your NEP hat as a witness,
19 do you support the NEP rates schedule and pilot
20 that's been proposed in this proceeding?

21 A. I do.

22 MR. SETTINERI: All right, Mr. Rehberg.

23 Your Honor, no further questions on
24 redirect.

25 EXAMINER PARROT: Anything from the

1 parties opposing the Stipulation?

2 All right, Mr. Finnigan.

3 - - -

4 RECROSS-EXAMINATION

5 By Mr. Finnigan:

6 Q. Mr. Rehberg, hello again. Just a few
7 questions. You testified a moment ago about paying
8 for the pilot with Rider D -- DIR. Do you know what
9 Commission Order approved Rider DIR?

10 A. I don't have that information in front of
11 me right now, no.

12 Q. Was Armada Power a party to that case?

13 A. I don't believe so, no.

14 Q. Was there any testimony presented in that
15 case about the type of projects that would be
16 eligible for recovery under Rider DIR?

17 A. I don't know.

18 Q. Was grid integrated water heaters
19 discussed as one type of program that would or would
20 not be eligible for recovery under Rider DIR?

21 A. I also don't know.

22 MR. FINNIGAN: That's all I have. Thank
23 you.

24 EXAMINER PARROT: Ms. Grundmann. I'm
25 seeing a shaking head, so I am going -- a shaking no

1 head, I should say, so I am going to -- okay.

2 MS. GRUNDMANN: No recross, your Honor.

3 EXAMINER PARROT: All right.

4 MS. GRUNDMANN: Trying to get there as
5 quick as I can.

6 EXAMINER PARROT: Thank you for
7 confirming verbally.

8 All right. Ms. Whitfield, any questions
9 on recross?

10 MS. WHITFIELD: No, no recross, your
11 Honor. Thank you.

12 EXAMINER PARROT: Okay. Ms. Bojko.

13 MS. BOJKO: Thank you, your Honor; yes,
14 just a few.

15 - - -

16 RECROSS-EXAMINATION

17 By Ms. Bojko:

18 Q. Speaking of the DIR Rider that you just
19 referenced in recross -- or redirect, who pays for
20 the Rider DIR?

21 A. I believe it's assessed as part of the
22 distribution charges.

23 Q. So who pays for those distribution
24 charges? Customers?

25 A. Electrical customers, yes.

1 Q. And you mentioned the cap. What are the
2 caps for the DIR program?

3 A. I would have to look that up.

4 Q. Okay. If the utility hits a cap, what
5 happens? Is there something you are referencing,
6 sir?

7 A. Oh, I was trying to see if that was in
8 the Exhibit A, so the caps are 57 million,
9 96 million. Is that what you are asking for?

10 Q. Exhibit A, could you maybe tell us what
11 you are referencing for your answer?

12 A. Oh, it was in my -- in my testimony in
13 Exhibit A.

14 Q. Okay. Thank you for that clarification.
15 So you are talking about Exhibit A to NEP's
16 testimony?

17 A. NEP's testimony, yes, that's correct.

18 Q. You are violating your counsel's rule by
19 not telling us which testimony you are referring to.

20 A. Sorry. I was trying to find where
21 that -- I had that number on there for your previous
22 question on the DIR cap, so.

23 Q. Okay. So your -- your -- now -- now I am
24 with you except your exhibit is very tiny, so I need
25 to put my glasses on here. You're talking about

1 Exhibit A to your NEP testimony, and you're saying
2 that on this you reference the DIR --

3 A. The DIR --

4 Q. -- caps?

5 A. That's right.

6 Q. Okay. So I'm sorry. Then I asked you
7 another question. I think you were still looking at
8 the cap issue and I had moved on. Sorry, my
9 apologies. What happens if the utility hits their
10 caps for the rider DIR?

11 A. I don't recall.

12 Q. And you referenced Mrs. Ringenbach, did
13 you not -- Ms. Ringenbach, did you not?

14 A. Yes.

15 Q. Okay. I might be confused but who did
16 Ms. Ringenbach file testimony on behalf of in this
17 case?

18 A. For NEP.

19 Q. NEP. Does Ms. Ringenbach work for
20 Armada?

21 A. She is a shared resource across both
22 companies.

23 Q. So she is representing both entities in
24 this case; is that your understanding?

25 A. I believe she's filed testimony for NEP.

1 Q. Okay. But didn't you just tell us that
2 she would be able to answer my questions with regard
3 to Armada's positions in this case?

4 A. She would be the one to direct whether we
5 had support or not support for other proposals.

6 Q. Okay. You have got to help me out. Your
7 two hats here, who is "we" in that statement?

8 A. So she is the Director of Regulatory
9 Affairs for both Armada and NEP.

10 Q. Okay. Thank you. I was unaware of that,
11 but her testimony does not state that. So
12 Ms. Ringenbach would be able to testify here today on
13 Armada's position; is that your testimony?

14 A. That I don't know.

15 Q. Okay. But you -- you recommended that we
16 talk to Ms. Ringenbach about Armada's positions in
17 this case, correct?

18 MR. SETTINERI: I will just object to
19 misstating his testimony. It was as to the specific
20 issue of whether NEP can -- if he's authorized to
21 discuss positions related to the pilots that have
22 been proposed by the other company.

23 MS. BOJKO: Actually, Mr. Settineri, your
24 question was "or vice versa," which means who Armada
25 is representing, whether Armada can support NEP's

1 testimony is how I took your question.

2 Your Honor, would you like me to rephrase
3 and try again?

4 EXAMINER PARROT: Yeah. I was waiting to
5 see if Mr. Settineri had a response to that. No?
6 Okay. Yeah, go ahead. Let's do that, Ms. Bojko.

7 MS. BOJKO: Okay.

8 Q. (By Ms. Bojko) In response to
9 Mr. Settineri's question, I believe you were saying
10 Ms. Ringenbach would be the one that could answer the
11 question of whether NEP supports Armada's testimony;
12 is that correct?

13 A. Yes.

14 Q. And then I believed the "vice versa" in
15 your counsel's question also meant that you believe
16 Ms. Ringenbach could answer the question of whether
17 Armada Power supported NEP's testimony; is that
18 correct?

19 A. Yes.

20 Q. Okay. And as you sit here today, it's
21 your understanding that Ms. Ringenbach is the Vice
22 President of Business Development for both Nationwide
23 Energy Partners and Armada?

24 A. Yes.

25 MS. BOJKO: Thank you, your Honor. I

1 have no further questions.

2 EXAMINER PARROT: Ms. Blend. Ms. Blend,
3 I'm sorry, did you respond?

4 MS. BLEND: I apologize, your Honor. We
5 were double muted. I have no questions. Thank you.

6 EXAMINER PARROT: All right. Very good.
7 Thank you.

8 Examiner See, did you have any questions
9 for Mr. Rehberg?

10 EXAMINER SEE: No, I do not. Thank you.

11 EXAMINER PARROT: All right. All right.
12 Mr. Settineri, your exhibits.

13 MR. SETTINERI: Yes, your Honor. At this
14 time -- let me make sure I get it right. One minute,
15 please. I'm sorry, your Honor. I am just trying to
16 get my testimony exhibits lined up here. There we
17 go. Okay. Got it.

18 All right. So on behalf of Armada, we
19 would move for the admission of Armada Exhibit 17,
20 the direct testimony of Eric Rehberg.

21 EXAMINER PARROT: Are there any
22 objections to the admission of Armada Exhibit 17?

23 MR. FINNIGAN: Yes. This is John
24 Finnigan. I am going to renew my objection, your
25 Honor. There's no testimony that the pilot program

1 that Mr. Rehberg discussed in his testimony was
2 presented at any time during the settlement
3 negotiations, so it just has no bearing at all on the
4 three-part test that the Commission will consider in
5 deciding whether to approve the Stipulation.

6 MR. SETTINERI: And, your Honor, if I
7 may.

8 EXAMINER PARROT: Go ahead.

9 MR. SETTINERI: Yeah. Mr. Rehberg's
10 testimony is about adding the pilot to the
11 stipulation, and as it notes in his testimony at
12 page 17, lines 4 to 5, "Given the benefits of the
13 Pilot, it would not be reasonable to approve the
14 Stipulation without adding the Pilot." So his
15 testimony is directly on point. Just because you
16 don't -- I shouldn't say "don't," but what happens in
17 settlement negotiations and what a party wants to add
18 to a stip isn't the basis to strike testimony.

19 MR. FINNIGAN: Your Honor, if I may
20 respond. Just because he says the Stipulation should
21 not be approved without this pilot does not shed any
22 light on whether the proposal was presented or
23 discussed or considered in the settlement
24 negotiations. It could equally mean after the
25 Stipulation was filed, he filed this testimony and

1 said, hey, I have got a great idea for a pilot, let's
2 put it in there.

3 So this doesn't shed any light for or
4 against whether the proposal was considered during
5 the settlement negotiations, so it just cannot be
6 relevant at all to the Commission's review of the
7 three-prong test.

8 EXAMINER PARROT: Any other objections?

9 All right. We are going to allow the
10 Commission to determine the weight to give to
11 Mr. Rehberg's testimony on behalf of Armada, so
12 Armada's Exhibit No. 17 is admitted into the record.

13 (EXHIBIT ADMITTED INTO EVIDENCE.)

14 MR. SETTINERI: Thank you, your Honor.
15 On behalf of Nationwide Energy Partners, we would
16 move for the admission of NEP Exhibit 34, the direct
17 testimony of Eric Rehberg. In addition we will move
18 for the admission of OMAEG Exhibits 1, 2, and 3 into
19 the record, please.

20 MS. BOJKO: Your Honor, I don't know if
21 you want to take these one by one. But as -- I have
22 some objections to all of the above. One, I guess I
23 would renew the motion that OMAEG joined I think it
24 was Kroger and others made earlier about the NEP
25 testimony of Mr. Rehberg about not -- well, there

1 were a couple different rationales but one being
2 untimely. I think that the cross of Mr. Rehberg
3 demonstrated that parties did not know that
4 Mr. Rehberg was creating his own analysis and
5 conducting his own analysis. There was nothing in
6 discovery despite counsel's claim that stated
7 Mr. Rehberg had done a new analysis and that the
8 documents attached to the testimony were, in fact,
9 his new analysis. They appear to be corrections to
10 the existing analysis and that he was merely adopting
11 Ms. Buckley's testimony, as I guess it represented in
12 NEP's notice of substitution. So based on the cross,
13 in addition to the voir dire and all the motions
14 earlier, I would renew the objection to the admission
15 of Mr. Rehberg's testimony on behalf of NEP.

16 In addition, I would renew that objection
17 based on the testimony we just heard in redirect with
18 regard to Ms. Ringenbach and the overlapping
19 interests that are going on between Armada and NEP, I
20 think having multiple bites of the apple is unfair,
21 is not what was portrayed in -- throughout this
22 process and was not known and, thus, it makes it
23 untimely, but it is also prejudicial with regard to
24 the admission of his testimony.

25 Do you want me to pause or speak to the

1 OMAEG exhibits?

2 MS. WHITFIELD: This is Angie Whitfield
3 for Kroger. I didn't know if you wanted me to speak
4 up just briefly because -- at least as to Exhibit 34.

5 EXAMINER PARROT: Yeah. Let's continue
6 with NEP Exhibit 34. Any other objections?

7 MS. WHITFIELD: Well, I would just
8 reiterate my arguments on the motions to strike with
9 AEP to Mr. Rehberg's lack of qualification, lack of
10 foundation, and the misrepresentations or misleading
11 statements in his testimony with respect to at least
12 that he was adopting or at least in the disclosure
13 that he was adopting Ms. Buckley's testimony and
14 then, in fact, did his own and entirely new analysis
15 according to his testimony now. So I would just
16 support what Ms. Bojko and OMAEG just said, and for
17 the reasons I already articulated in the voir dire
18 and in our arguments earlier in the motions to
19 strike. I would object to the introduction of his
20 testimony.

21 MS. BLEND: AEP Ohio joins the objections
22 of Kroger and OMAEG.

23 EXAMINER PARROT: All right. The
24 objections are noted again for the record. At this
25 time we are admitting NEP Exhibit 34, and we will

1 allow the Commission to determine its weight.

2 (EXHIBIT ADMITTED INTO EVIDENCE.)

3 MR. SETTINERI: Your Honor, okay, so I
4 guess back to Ms. Bojko because I know we have -- I
5 have moved for the OMAEG Exhibits 1, 2, and 3 as
6 well.

7 EXAMINER PARROT: Ms. Bojko, these are
8 OMAEG exhibits. Are you moving them as well?

9 MS. BOJKO: No. I was not intending to
10 move them. I think I told the Bench that in the
11 beginning that I was marking them only for ease of
12 our discussions. They are not intended --
13 Mr. Settineri did not ask anything about the OMAEG
14 exhibits on recross. And so those are not his
15 exhibits to be able to move. He never referenced
16 them. He never utilized them. I merely marked them
17 for reference. If we were in the hearing room, I
18 wouldn't even have had to do that because we would
19 have been able to do them one by one and walk up to
20 the counter, and we would have all been on the same
21 page that way. So I do not want to move, and I don't
22 think that they should be admitted.

23 Again, Mr. Settineri did not use them,
24 did not rely on those exhibits. I was merely using
25 them to underscore the lack of information that was

1 provided to the parties and that we were unaware that
2 this was new -- a new analysis, and we used that to
3 either establish prejudicialness and then also to
4 move to strike or not admit the testimony and that
5 was for that purpose. So if Mr. Settineri wanted to
6 use the exhibits, he should have done so in redirect
7 and he did not, so he cannot admit them.

8 MS. BLEND: Your Honor, can I add briefly
9 that --

10 EXAMINER PARROT: Yes.

11 MS. BLEND: -- Mr. Rehberg testified he
12 was only familiar with or only contributed to parts
13 of the responses about which he was questioned, and
14 he also was not questioned about significant portions
15 and several questions and documents included in the
16 discovery and so, you know, for those reasons, as
17 well, the documents should not be admitted. Thank
18 you.

19 MS. BOJKO: Your Honor, if I just may
20 add. That's a good point from Ms. Blend. I only
21 referenced one actually. We were marking the whole
22 documents for reference purposes, but I only
23 referenced Request for Production No. 3 which did not
24 have Mr. Rehberg's name as the responsible party.
25 So, at a maximum, I think that's the only request for

1 production that should be admitted into the record.

2 MR. SETTINERI: Your Honor, if no one
3 else has anything, if I may respond.

4 EXAMINER PARROT: You may.

5 MR. SETTINERI: Yes, your Honor. So
6 these OMAEG Exhibits 1 through 3 were marked and
7 utilized and presented to Mr. Rehberg in his
8 cross-examination. And counsel -- OMAEG has and many
9 parties have raised the issue of being prejudiced in
10 discovery. I think it's very important to have a
11 record here to show what the discovery responses
12 were.

13 So, for instance, OMAEG Exhibit 2 notes
14 specifically in the response: "With respect to
15 workpapers of Mr. Rehberg, in addition to document
16 labelled [sic] as Exhibit A, NEP is producing the
17 documents labelled [sic] as Exhibit C."

18 So if we are going to have prejudice to
19 be an issue on briefing as to discovery, I think it's
20 very important in the record to have all of the
21 discovery responses that were marked by OMAEG in
22 reference as well as OMAEG Exhibit 3. Each document
23 was reviewed with the witness including OMAEG
24 Exhibit 3.

25 And so if we are going to have a debate

1 on misleading, lack of notice, I think it's important
2 for your Honors to have that in your record when you
3 are writing your decision and parties can brief the
4 issue and we are not left with what's on the
5 transcript, but we have the actual discovery
6 requests, your Honor. And again it was presented to
7 the witness, they asked some questions, and I
8 certainly believe that NEP is permitted to move that
9 exhibit into the record.

10 MS. BOJKO: Your Honor, if I could
11 clarify something for the record. I did not even
12 reference the one exhibit. It was internally
13 referenced, and I noted that concern when we started
14 the process. But we did not reference what
15 Mr. Settineri just read into the record.

16 But more importantly I would note that
17 Mr. Settineri objected to all my questions for lack
18 of foundation, and now he's trying to use these
19 documents or get them in through his witness when he
20 said I had no right to even ask the questions to
21 begin with. So he did not use them. They should not
22 be part of the record.

23 MR. SETTINERI: My objections were
24 overruled, your Honor. I am left with no choice. I
25 want a clean and clear record, and I think we are

1 entitled to it. And every document was reviewed and
2 discussed with this witness. That was a decision
3 OMAEG made and that's the decision it has to live
4 with. It's fair and correct to add -- add these to
5 the record to ensure a clear record that -- before
6 us. Thank you, your Honor.

7 MS. BLEND: Your Honor, I will just renew
8 that AEP Ohio would object to the admission of any
9 portion of these documents that about which
10 Mr. Rehberg was not cross-examined and about which he
11 has no personal knowledge. I would object on
12 foundation grounds.

13 I'll also object to Exhibit -- I think
14 it's internal Exhibit B to OMAEG Exhibit 3 for lack
15 of foundation and hearsay grounds. So, you know, at
16 a minimum, the portions of the documents about which
17 Mr. Rehberg did not testify and to which there has
18 been no personal knowledge or foundation established
19 should not be admitted.

20 EXAMINER PARROT: Thanks for bearing with
21 me. I wanted to review the exhibits again. At this
22 time I am going to deny the request to have OMAEG
23 Exhibits 1 through 3 admitted into the record based
24 on my recollection of the testimony today.

25 Ms. Whitfield.

1 MR. SETTINERI: I'm sorry, your Honor. I
2 just wanted to say, may Mr. Rehberg be excused?

3 EXAMINER PARROT: Sorry. We have two
4 left. Ms. Whitfield.

5 MS. WHITFIELD: Yeah. First I wanted to
6 move to introduce into evidence Kroger Exhibit 1 and
7 2, and then also NEP Exhibit 35 which was the notice
8 that accompanied Mr. Rehberg's testimony substitution
9 which I believe Mr. Settineri indicated he would
10 mark.

11 EXAMINER PARROT: I was going to say I'm
12 not sure we ever marked it, and because it was
13 actually filed as part of the May 5 testimony, I
14 don't know that we need to separately mark it unless
15 you all feel that will help you with your briefing.
16 Then we can do that at this time, I guess, but it was
17 filed as one document, the notice and then the
18 testimony followed.

19 MS. WHITFIELD: Okay. That's fine as
20 long as Exhibit 34 actually includes the notice and
21 the testimony.

22 EXAMINER PARROT: Yeah, it's already in
23 the docket. It's not going to be filed again. If we
24 want to agree to deem that NEP Exhibit 34 is the
25 testimony and the notice together, that's fine. We

1 can do it that way. Otherwise, I think we need to
2 officially mark it because I don't think we did that.

3 MS. WHITFIELD: Okay. Then I would
4 suggest we all -- I would suggest that we all agree
5 that Exhibit 34 is what was filed in the docket on
6 May 5 which was the notice and the testimony, and
7 then I will withdraw my request regarding what he
8 referenced as 35.

9 MS. BLEND: Your Honor, I don't want to
10 be difficult, but I think that's going to create
11 citation issues to Mr. Rehberg's testimony itself
12 because there will be multiple page 1, page 2
13 citations. So I would suggest that we mark the
14 Notice of Witness Substitution as NEP 35 just for
15 clarity of briefing so there is no ambiguities when
16 parties cite to that document.

17 MS. WHITFIELD: That's fine from Kroger's
18 standpoint. We don't really have a preference. I
19 want to make sure the notice is someplace in the
20 record.

21 MR. SETTINERI: Yeah. And so I
22 understand, where are we landing here? So we have
23 NEP Exhibit 34 here which is basically minus the
24 notice and I think the certificate of -- well, I
25 think the cert's on it. So where are we landing,

1 your Honor?

2 EXAMINER PARROT: I believe what's in the
3 docket is the notice and then the testimony follows.
4 So it's in the docket already as one item so I don't
5 have a preference either way, but I don't believe we
6 ever did officially mark it separately as NEP
7 Exhibit 35. Although you identified it as that and
8 circulated it to everyone, we still need to go
9 through the usual practice of formally marking it
10 during the hearing and I don't know that we did that.
11 So if that's your preference, now is the time to do
12 it.

13 MR. SETTINERI: Yeah. I guess my
14 preference, your Honor, is, I mean, I like -- we have
15 Exhibit 34 marked, and I would like that to go into
16 the record. Now, whether the Notice of Witness
17 Substitution goes in as well, you know, I don't have
18 an issue with that, and I can send it out as
19 Exhibit 35, if that's -- I want to keep our exhibit
20 marked NEP Exhibit 34.

21 EXAMINER PARROT: Okay. So I think I did
22 hear at least one preference. We are going to mark
23 as NEP Exhibit 34 just the testimony of Mr. Rehberg.
24 And then Exhibit 35 is the notice of substitution.

25 (EXHIBIT MARKED FOR IDENTIFICATION.)

1 MR. SETTINERI: Correct, your Honor. We
2 will provide parties and the court reporter with a
3 copy of NEP Exhibit 35.

4 EXAMINER PARROT: All right. At this
5 time I am going to admit NEP Exhibit 35, the notice
6 of substitution, as a separate stand-alone document.

7 (EXHIBIT ADMITTED INTO EVIDENCE.)

8 EXAMINER PARROT: And, Ms. Whitfield,
9 back to Kroger Exhibits 1 and 2.

10 MS. WHITFIELD: Yes. I would move for
11 admission of Kroger Exhibit 1. Mr. Rehberg testified
12 that was his bio for a company that he founded. He
13 was familiar with it and had read it. I would also
14 move for admission of Kroger Exhibit 2 which was his
15 LinkedIn profile which he said he had reviewed and
16 actually had inputted the data regarding his
17 experience into his LinkedIn profile.

18 EXAMINER PARROT: Are there any
19 objections to the admission of Kroger Exhibit 1 or
20 Kroger Exhibit 2?

21 MR. SETTINERI: Yeah. Your Honor, I
22 think I will have an objection as to 2. I just need
23 to flip my head around. They're not marked -- oh,
24 Ms. Whitfield, I don't think Exhibits 1 and 2 are
25 marked on the documents themselves. Whatever happens

1 here, if you could make sure they are marked, please.

2 So no objections if Exhibit 1 is the page
3 from the Armada Power website. I don't have an
4 objection for that.

5 I do have an objection to a LinkedIn page
6 that came from LinkedIn, not from Mr. Rehberg and not
7 from Armada Power. He answered the questions on his
8 LinkedIn page itself. But again, that's custody and
9 control coming from LinkedIn. I would object to that
10 going into the record. Thank you, your Honor.

11 MS. WHITFIELD: Your Honor, I would just
12 respond briefly. Mr. Rehberg actually testified that
13 the substance -- that what's in his LinkedIn profile
14 was inputted by him and written by him, so it is not
15 a third-party document. It may be maintained on a
16 public profile, but it's something he prepared and he
17 put up there.

18 EXAMINER PARROT: Ms. Blend. Are you
19 going for the mute button?

20 MS. BLEND: I was, thank you, your Honor.

21 I was just going to add that Mr. Reh --
22 that the document that we are -- that Kroger is
23 moving to admit in Kroger Exhibit 2, Mr. Rehberg
24 authenticated and there's not an issue of LinkedIn
25 changing the printout or the PDF representation of

1 the current LinkedIn profile, so I disagree with
2 Mr. Settineri with respect to that issue as well.

3 EXAMINER PARROT: And based on my
4 recollection of Mr. Rehberg's testimony as to the
5 exhibit, I am going to admit at this time Kroger
6 Exhibits 1 and 2.

7 (EXHIBIT MARKED FOR IDENTIFICATION.)

8 (EXHIBITS ADMITTED INTO EVIDENCE.)

9 EXAMINER PARROT: Thank you, Mr. Rehberg.
10 Now you are excused.

11 THE WITNESS: Thank you.

12 MS. BLEND: Your Honor, may we go off the
13 record for just a minute?

14 EXAMINER PARROT: Yes.

15 (Discussion off the record.)

16 EXAMINER PARROT: Let's go back on the
17 record.

18 All right, Mr. Settineri.

19 MR. SETTINERI: Thank you, your Honor.
20 At this time Nationwide Energy Partners, LLC calls
21 Ms. Teresa Ringenbach to the stand.

22 MR. SCHMIDT: Ms. Ringenbach, you've been
23 promoted. If you can enable your audio and video.

24 THE WITNESS: Can you hear me?

25 EXAMINER PARROT: Yes.

1 THE WITNESS: Okay.

2 EXAMINER PARROT: All right. If you can
3 raise your right hand.

4 (been sworn.)

5 EXAMINER PARROT: Thank you.

6 MR. SETTINERI: All right.

7 - - -

8 TERESA RINGENBACH

9 being first duly sworn, as prescribed by law, was
10 examined and testified as follows:

11 DIRECT EXAMINATION

12 By Mr. Settineri:

13 Q. Good afternoon, Ms. Ringenbach.

14 A. Hello.

15 Q. Thank you for your patience today,
16 waiting to appear.

17 MR. SETTINERI: Your Honor, at this time
18 I would like to mark as NEP Exhibit 33, the direct
19 testimony of Teresa Ringenbach on behalf of
20 Nationwide Energy Partners, LLC.

21 EXAMINER PARROT: So marked.

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 Q. (By Mr. Settineri) All right.

24 Ms. Ringenbach, can you identify what's been marked
25 for the record as NEP Exhibit 33, please?

1 A. That's my direct testimony on behalf of
2 Nationwide Energy Partners.

3 Q. And was that prepared by you or at your
4 direction?

5 A. It was.

6 Q. Okay. And do you have any revisions to
7 that testimony today?

8 A. Yes, I do.

9 Q. All right. If you could slowly and
10 carefully walk through your revisions and also make
11 sure the line numbers on the -- on your testimony
12 match up with -- as you go through the revisions,
13 please.

14 A. So page 1, question 3, line 16, I am
15 adding a sentence after "functions." The new
16 sentence reads "I also regularly work with project
17 management and construction on various issues."

18 MR. GALLON: I'm sorry. Could you repeat
19 after "project management," please.

20 THE WITNESS: "And construction on
21 various issues."

22 MS. BOJKO: I'm sorry, your Honor. Could
23 the witness state which page and line again?

24 THE WITNESS: It's page 1, line 16. It's
25 a new sentence after the word "functions."

1 MS. BOJKO: Thank you.

2 EXAMINER PARROT: Go through it one more
3 time for us, Ms. Ringenbach.

4 THE WITNESS: Okay. Page 1.

5 EXAMINER PARROT: I got that part. The
6 sentence, read the sentence for us.

7 THE WITNESS: Okay. "I also regularly
8 work with project management and construction on
9 various issues."

10 EXAMINER PARROT: Thank you.

11 A. Sorry. It's throwing me off, the redline
12 versus the -- okay.

13 Page 2, line 23, right after it says
14 "March 12," we're going to insert the words "and
15 corrected on May 11" and then the comma and "2021"
16 remain in there. Sorry. Okay.

17 EXAMINER PARROT: Yes.

18 A. Page 3, line 1, after the word "at" so
19 it's -- right now it says "has a provision at,"
20 between "at" and "Section E," we are going to insert
21 the words "Part III."

22 MS. WHITFIELD: So that should read "Part
23 III, Section E, paragraph 12"?

24 THE WITNESS: Yeah.

25 A. And then page 3, line 16, it's similar to

1 what we just did, so right now it says "The language
2 proposed in Section E." We are going to change that
3 to say "the language proposed in Part III, Section
4 E."

5 And then page 3, line 17, where it says
6 "Section E," right before that we're again going to
7 insert "Part III comma."

8 Page 3, line 19, it says "AEP Ohio
9 facilities on customer premises." There is a period
10 there that shouldn't be in there.

11 Page 4, line 14, the hashmark,
12 "specifically pricing for the equipment hashmark,"
13 that should be deleted.

14 Question 10, okay? So page 5, line 30,
15 there should be a period after the word
16 "infrastructure."

17 Page 6, line 21, the word "more" should
18 actually be the word "move," M-O-V-E, not M-O-R-E.

19 And the last one is page 9, line 40,
20 "Susanne Buckley" should be replaced by "Eric
21 Rehberg."

22 Q. All right. Thank you, Ms. Ringenbach,
23 for walking us through those. Ms. Ringenbach, if I
24 asked you the questions in your direct testimony,
25 would your answers be the same as you have revised

1 today?

2 A. Yes.

3 MR. SETTINERI: All right. Thank you.

4 Your Honor, at this time we would move
5 for the admission of NEP Exhibit 33, subject to
6 cross-examination.

7 EXAMINER PARROT: Thank you. Are there
8 any questions from any of the parties opposing the
9 Stipulation?

10 All right. Counsel for One Energy.

11 All right. And counsel for AEP Ohio.

12 MS. BOJKO: Your Honor, respecting AEP's
13 desire to go last, I wondered if I could have a
14 moment to interject. Some of the questions I posed
15 to the last witness were punted to this witness. I
16 know I didn't provide an estimate, but if it would be
17 okay, I would like to ask a few questions.

18 EXAMINER PARROT: Go ahead, Ms. Bojko.

19 MS. BOJKO: Thank you.

20 - - -

21 CROSS-EXAMINATION

22 By Ms. Bojko:

23 Q. Good afternoon, Ms. Ringenbach.

24 A. Good afternoon.

25 Q. Were you present for Mr. Rehberg's

1 testimony virtually, I'm assuming in the attendees'
2 spot? Did you hear? Were you able to listen to his
3 testimony today?

4 A. For the most part. There were a couple
5 times I stepped out.

6 Q. Okay. Did you -- were you present for
7 the recross by counsel regarding you?

8 A. Yes.

9 Q. Okay. On page 1 of your testimony, you
10 state that you're the Vice President of Business
11 Development for NEP; is that correct?

12 A. Yes.

13 Q. Okay. And I learned today, and I don't
14 know if congratulations is in order, but I learned
15 today you are also the Vice President of Business
16 Development for Armada Power; is that correct?

17 A. Yes.

18 Q. And how long have you been in both
19 positions?

20 A. So October of 2020, I was hired by
21 Builders Resource Group, and as part of that
22 position, I represent different companies in my role
23 including Armada Power and NEP as their VP of
24 business development for each respective company.

25 Q. So -- so are you employed by Builders

1 Resource Group or are you actually employed by NEP
2 and Armada?

3 A. I'm employed by Builders Resource Group.
4 That's where my W-2 goes through.

5 Q. So you, as VP of business development
6 with NEP, your -- you receive no salary from NEP?

7 A. I'm paid through Builders Resource Group.

8 Q. And -- I'm assuming that means "no" then.

9 So similarly for Armada, you receive no
10 paycheck from Armada directly; is that correct?

11 A. That's correct.

12 Q. And do you -- is it your understanding
13 that Armada Power was acquired by NEP in 2016?

14 A. I don't know.

15 Q. On page 2 of your testimony you attach --
16 line 18, you reference an Exhibit A. Do you see
17 that?

18 A. Yes.

19 Q. And Exhibit A is prior testimony that you
20 filed at the Commission; is that correct?

21 A. At the PUCO, yes.

22 Q. And none of those prior testimonies were
23 filed on behalf of NEP, correct?

24 A. Correct.

25 Q. And similarly, none of those prior

1 testimonies listed in Exhibit A were filed on behalf
2 of Armada, correct?

3 A. Correct.

4 Q. So today are you testifying only on
5 behalf of NEP, or are you testifying on behalf of NEP
6 and Armada through the Builders Resource Group?

7 MR. SETTINERI: Objection, your Honor.
8 She's been called on behalf of NEP, and she's
9 testifying on behalf of NEP.

10 EXAMINER SEE: Ms. Parrot.

11 EXAMINER PARROT: Overruled. Go ahead
12 and answer, Ms. Ringenbach.

13 A. My testimony today is only on behalf of
14 Nationwide Energy Partners.

15 Q. Okay. And what is the Builders Resource
16 Group?

17 A. So it's a shared organization that NEP
18 and Armada pay into to receive basically shared
19 services.

20 Q. Who else pays into this Builders Resource
21 Group?

22 A. I don't know all of the companies but
23 Lifestyle Communities, I do know, is one of them.

24 Q. And Lifestyle Communities is owned by
25 Mike Deascentis; is that correct?

1 A. It's a privately-held company. I don't
2 know all of their owners. But he is one of them, I
3 do know that.

4 Q. And you would then not be surprised to
5 learn that the secretary -- Secretary of State
6 documents show that Mike Deascentis is a member of
7 Lifestyle Communities and filed on behalf of them as
8 their representative?

9 MR. SETTINERI: Objection, your Honor.
10 This is outside the scope of the testimony in this
11 proceeding. This is just an investigation into a
12 corporate structure for whatever reason, I don't know
13 why, and as well this is again -- these type of
14 questions are intended to try to make the record
15 appear as if there was evidence admitted when it is
16 really just statements of counsel. So I will just
17 object to this line of questioning generally and ask
18 that we move forward with the testimony.

19 MS. BOJKO: Your Honor, I don't think
20 that's a fair characterization at all. We found out
21 today that Ms. Ringenbach does not -- or is not an
22 employee of NEP which is how I think her testimony
23 reads that she is, in fact, an employee of Builders
24 Resource Group. I think that the credibility of the
25 party and the witness, it's fair to explore who pays

1 them. We do this often with different experts. And
2 I think that's a fair line of questioning, and how
3 Armada and NEP are intertwined together is also a
4 fair question.

5 MR. SETTINERI: Your Honor, that's not
6 the question that was asked. And I would note that
7 page 2, lines 13 to 14 of the testimony, it wasn't a
8 surprise to counsel -- or to OMAEG. Again, this line
9 of questioning is into corporate structure and
10 ownership, and the base questions have been
11 answered -- asked and answered, and at this time I
12 believe this cross is outside the scope of the
13 testimony. It is not relevant.

14 EXAMINER PARROT: And I am not sure I see
15 the relevance of the question that's pending, so I am
16 going to sustain the objection as to that question
17 specifically.

18 MS. BOJKO: I'm sorry, your Honor. May I
19 just have the -- briefly the question read back so I
20 can move on?

21 (Record read.)

22 Q. (By Ms. Bojko) Is it your understanding
23 that the -- that Armada, NEP, and Lifestyle
24 Communities are all sister or affiliated companies?

25 A. I would use the word "sister" in the

1 sense they don't all have the shared ownership, but
2 some of their owners could be the same.

3 Q. Your counsel I think -- look at page 1 of
4 your testimony, lines 14 through 16. Here it's
5 asking what your job responsibilities are for NEP,
6 correct?

7 A. Yes.

8 Q. And even though you're not an employee of
9 NEP, you lead NEP's business development, government,
10 and regulatory affairs group, correct?

11 A. Yes, I do.

12 Q. And then I believe your counsel was
13 referring to page 2. He was testifying for the
14 connection, but I'll ask you instead. Your reference
15 in October 2020 that you joined the Builders Resource
16 Group, that reference is the same reference, meaning
17 you are employed by Builders Resource Group, but you
18 do NEP business development through that resource
19 group; is that correct?

20 A. I am not sure what you mean "that
21 resource group".

22 Q. Well, I guess I'm confused. I didn't
23 read your testimony the same way your counsel just
24 told us it should read which is you are employed by
25 Builders Resource Group, and from that employment you

1 actually are and lead NEP's business development and
2 that of Armada's; is that correct?

3 A. Yes, that would be correct.

4 Q. And so my point of my question, I'm sorry
5 if it was unclear, was on page 2 when you reference,
6 in lines 13 and 14, you're saying that that's the
7 same work. You joined Builders Resource Group, and
8 as through your work at Builders Resource Group, you
9 are acting on behalf of Armada Power and NEP as their
10 business development, regulatory, and government
11 affairs person.

12 A. That is -- so that is not the same work.
13 I operate as Armada's completely separate VP of
14 business development. And then I switch hats, and I
15 am NEP's, so it is not doing both at the same time.
16 So when Armada needs something, or I am working on
17 something for Armada's, it's distinct to Armada. And
18 if I am doing something for NEP, it's distinct to
19 NEP.

20 Q. That's not what I was trying to ask, but
21 it's all under the umbrella of your employment of
22 Builders Resource Group.

23 A. Yes.

24 Q. Okay. And you're familiar with the
25 utility shared service model. Is that -- is that

1 exactly what it does? Is it similar to a utility
2 shared service model?

3 A. Yes.

4 Q. Okay. Thank you for that clarification.

5 As part of the Builders Resource Group
6 shared service model, do you do work for any other
7 companies other than Armada and NEP?

8 A. So to the extent we had filings for
9 Optimum Power Holdings that our legal team does, that
10 does roll up under me also.

11 Q. Are there any other entities that you act
12 as VP of business development?

13 A. No, not officially.

14 Q. Well, do you do any work for Lifestyle
15 Communities that's a member of the Builders Resource
16 Group?

17 A. To the extent that they might have
18 questions on utility issues, especially in other
19 states, I act as a resource but it's not technically
20 an official role. It's a resource that I am offered
21 up to advise on.

22 Q. And under that circumstance, who would
23 pay you, the entity requesting you to do the work?

24 A. No. Everything goes through Builders
25 Resource Group. There's no divying up of my salary.

1 Q. Okay. So you don't have to allocate your
2 time to the different entities like a traditional
3 utility shared service model would?

4 A. No. I don't have to do that.

5 MS. BOJKO: Thank you, your Honor. I
6 have no further questions at this time.

7 MS. GRUNDMANN: Your Honor, this is
8 Carrie Grundmann. I did have just one or two, it
9 should take no more than 120 seconds, of just
10 follow-up questions.

11 EXAMINER PARROT: Go ahead.

12 - - -

13 CROSS-EXAMINATION

14 By Ms. Grundmann:

15 Q. Ms. Ringenbach, do you have some type of
16 a management contract between Builders Resource Group
17 and the subsidiaries to whom Builders Resource Group
18 provides management services?

19 A. I -- do I personally? No.

20 Q. No. Does Builders Resource Group have
21 some sort of a contractual arrangement where they
22 agree to provide management services to these various
23 companies? Are you aware of that?

24 A. Probably but I have never seen one.

25 Q. Okay. So there is probably some type of

1 a financial arrangement whereby those entities pay
2 Builders Resource Group for the management services
3 that are being provided by presumably you and others
4 employed by Builders Resource Group; is that fair?

5 A. I would say that's fair.

6 MS. GRUNDMANN: Okay. That's all the
7 questions that I have.

8 EXAMINER PARROT: All right. AEP Ohio.

9 - - -

10 CROSS-EXAMINATION

11 By Mr. Gallon:

12 Q. Good afternoon, Ms. Ringenbach. My name
13 is Eric Gallon. I just have a few questions for you
14 this afternoon. Have you reviewed the Joint
15 Stipulation that was filed in this case as Joint
16 Exhibit 1?

17 A. I have.

18 Q. Do you have a copy of Joint Exhibit 1 in
19 front of you?

20 A. I have a virtual copy.

21 Q. That's fine. Thank you. Are you
22 generally familiar with the topics that the
23 stipulation covers?

24 A. Yes, generally.

25 Q. And not counting the attachments to the

1 Stipulation, the Stipulation is about 20 pages long,
2 correct?

3 A. 21 is what I see.

4 Q. And the Stipulation covers dozens and
5 dozens of different topics, correct?

6 A. It does.

7 Q. And the stipulation has an attachment,
8 Attachment B, that shows hundreds of stipulated
9 amendments to AEP Ohio's tariff sheets, correct?

10 MR. SETTINERI: I'll just object to the
11 characterization of it being hundreds and hundreds.

12 MR. GALLON: I can't respond because I
13 don't understand the objection to the use of the word
14 "hundreds," your Honor.

15 MR. SETTINERI: Double hundreds.

16 EXAMINER PARROT: Go ahead and answer,
17 Ms. Ringenbach.

18 A. Attachment C is a redline to the tariff.
19 And the tariff is multiple pages. I have not counted
20 them.

21 Q. I won't ask you to count them this
22 afternoon. Your testimony does not offer an opinion
23 on that Joint Stipulation covering those dozens of
24 topics and perhaps hundreds of stipulated amendments
25 to tariff sheets as a package, does it?

1 A. It does -- it focuses on two issues.

2 Q. And the first issue is equipment
3 purchases by customers from Ohio Power Company,
4 correct?

5 A. Equipment purchases by customers from,
6 yes.

7 Q. And the section -- second issue is
8 proposed amendments to Section 10, Extension of Local
9 Facilities, in the Terms and Conditions section of
10 the tariff, correct?

11 A. Yes.

12 Q. Let me ask you a few questions about that
13 first topic, Ms. Ringenbach, equipment purchases. So
14 you propose language addressing -- let me rephrase
15 the question.

16 The Joint Stipulation proposes language
17 addressing equipment purchases, correct?

18 A. Yes.

19 Q. And at page 3, lines 17 through 19 of
20 your testimony, you quote that Stipulation language
21 addressing equipment purchases, do you not?

22 A. Yes.

23 Q. And that Stipulation language states "The
24 Company agrees to make best efforts to respond within
25 21 days to customer requests to purchase AEP Ohio

1 facilities on customer premises." Did I read that
2 right?

3 A. Yes.

4 Q. And you've already said that's Part III,
5 Section E, Paragraph 12 of the Stipulation, correct?

6 A. Yes.

7 Q. So Nationwide Energy Partners is
8 proposing additions and/or revisions to that portion
9 of the Stipulation, correct?

10 A. We are proposing a more in-depth process,
11 yes.

12 Q. But your proposal would retain all of the
13 language that I just read to you, correct?

14 A. Yes, with the addition of additional
15 language.

16 Q. But you're not proposing to remove the
17 language I just read or revise any particular word,
18 correct?

19 A. We are inserting words between
20 "facilities" and "on" and then adding words after
21 "premises."

22 Q. Thank you.

23 Let me turn to the second topic you
24 mentioned, construction requests. We're talking
25 about the existing process for construction requests

1 including line extensions and energizing new
2 locations, correct?

3 A. That's the section we're talking about.

4 Q. And that's Section 10 of the Terms and
5 Conditions of Service in AEP Ohio's tariffs.

6 A. Yes.

7 Q. The Stipulation proposes a new sentence
8 in Section 10 of the Terms and Conditions of Service
9 relating to the Company's consideration of
10 alternative route design; is that right?

11 A. The Stipulation does.

12 Q. And if you turn with me to Joint
13 Exhibit 1, the Stipulation, Attachment C, Original
14 Sheet No. 103-6, and to help you that's page 55 of
15 the PDF corrected Stipulation.

16 A. Okay. Sheet 103-6, right?

17 Q. That's right.

18 A. Okay. I have it.

19 Q. The new language that the Stipulation
20 inserts into Section 10 says "The Company, at its
21 discretion and where practicable, will consider
22 alternative route designs on the customer's premises,
23 and the customer will be responsible for the
24 incremental costs associated with the alternative
25 route." Did I read that correct?

1 A. Yes.

2 Q. Now, if you look at your proposed changes
3 to Section 10 of the Terms and Conditions of Service
4 in AEP Ohio's tariff on page 9 of your testimony, it
5 also includes the same language I just wrote -- read,
6 correct?

7 A. Yes, it includes that.

8 Q. So Nationwide Energy Partners does not
9 oppose the addition of the specific language that the
10 Stipulation would insert in Section 10 that I just
11 read.

12 A. We oppose that it didn't resolve our
13 construction issues. We don't oppose that specific
14 language.

15 MR. GALLON: Thank you, Ms. Ringenbach.
16 That's all I have for you today.

17 EXAMINER PARROT: Anything else from the
18 signatory parties?

19 All right. Any redirect, Mr. Settineri?

20 MR. SETTINERI: Your Honor, if I may just
21 have a brief 5-minute break and reconvene, I would
22 appreciate that.

23 EXAMINER PARROT: Take a short break.

24 (Recess taken.)

25 EXAMINER PARROT: Let's go back on the

1 record.

2 Any redirect?

3 MR. SETTINERI: Yes, your Honor, a few
4 questions, or a couple of questions.

5 - - -

6 REDIRECT EXAMINATION

7 By Mr. Settineri:

8 Q. Ms. Ringenbach, do you remember questions
9 from Mr. Gallon regarding the Stipulation language
10 related to equipment purchases, specifically what was
11 not being removed from the -- from that language in
12 your testimony? And I will direct you to page 5,
13 lines 2 -- 3 to 18.

14 A. Yes.

15 Q. Okay. And looking at lines 3 to 4 -- and
16 I guess let me ask it this way, the language that's
17 been proposed in the Stipulation by itself, is that
18 sufficient to address your concerns?

19 A. No. This is basically at some point you
20 figure out who to go to at AEP and you make an ask,
21 and then 21 days later you get a yes or no; whereas,
22 what we are proposing is there is a standardized
23 place to go with a form and there is a process that
24 you go through where you would go back and forth and
25 try to negotiate in good faith rather than just

1 figure out how to make the ask and 21 days later we
2 will give you a yes or no.

3 Q. Okay. And if you turn to page 9 of your
4 testimony, lines 18 to 20, this is in regards to --
5 to questions asked by Mr. Gallon regarding it was
6 also Sheet No. 103-6 of the revised tariffs showing
7 language that was added in the stip. And he asked
8 some questions about that sentence. Do you recall
9 that?

10 A. Yes.

11 Q. Okay. And regarding the language that
12 has been added to Sheet No. 103-6 through the
13 Stipulation, do you believe that language alone is
14 sufficient to address your concerns regarding line
15 extensions and construction of new facilities?

16 A. It doesn't address our concern at all.
17 Our concern is that today unlike Duke, who has a
18 great portal for construction requests, with AEP you
19 fill out this online form or call them, and then it
20 sort of goes into this black hole for a while. And
21 you just wait. You don't even know if they actually
22 received it. There is no confirmation of receipt
23 that comes back right away.

24 And then you get an e-mail. Then you go
25 through this other process. And then again you just

1 wait and wait and wait. And then typically what
2 winds up happening is we wind up having to call AEP,
3 and then you get either our customer service rep who
4 doesn't know where something is at, then you get
5 connected to somebody else, and then NEP has sort of
6 figured out this escalated process which really isn't
7 fair to some of the AEP employees that we're
8 constantly calling them, saying where is our stuff --
9 sorry, our stuff at, versus Duke which has a
10 construction portal. You put in your information and
11 it immediately sends you a response that says, hey,
12 we got it; here is your number. You can self-serve
13 along the way by putting in your number and actually
14 seeing where your construction process is which is
15 really important during construction because you need
16 to maintain certain timelines. If one thing slips, a
17 lot of other things slip. So it speeds up the
18 process in terms of planning for the construction
19 project, but it also makes things run smoother behind
20 the scenes at the utility because the customer isn't
21 constantly calling to interfere and say where is my
22 stuff at because the customer has the information to
23 know where they are at in the process.

24 MR. SETTINERI: All right. Thank you,
25 Ms. Ringenbach.

1 No further questions on redirect, your
2 Honor.

3 EXAMINER PARROT: Any questions from any
4 of the nonsignatory parties?

5 All right. Any questions from any of the
6 signatory parties?

7 Mr. Gallon, anything from you
8 specifically?

9 MR. GALLON: Your Honor, nothing more.
10 Thank you.

11 EXAMINER PARROT: All right. Very good.
12 Thank you for confirming that.

13 Examiner See, did you have any questions
14 for the witness?

15 EXAMINER SEE: No, I do not.

16 EXAMINER PARROT: All right. Thank you.

17 With that, I believe that Mr. Settineri
18 has already moved for the admission of NEP
19 Exhibit 33. Are there any objections?

20 MR. GALLON: No objections from AEP, your
21 Honor.

22 EXAMINER PARROT: All right. Hearing
23 none, NEP Exhibit No. 33 is admitted into the record.

24 (EXHIBIT ADMITTED INTO EVIDENCE.)

25 EXAMINER PARROT: Thank you,

1 Ms. Ringenbach. Appreciate your testimony today.

2 All right. At this point I think we are
3 going to conclude for the day, and we will reconvene
4 tomorrow at 9:00 a.m. again.

5 Anything before we go off the record?

6 MS. BOJKO: Your Honor, just to confirm,
7 are we starting with Mr. Williams first thing in the
8 morning and at what time? 9:00 again?

9 EXAMINER PARROT: I just said 9:00 a.m.,
10 and we will resume with Mr. Williams, yes.

11 MS. BOJKO: Thank you, your Honor.

12 MR. SETTINERI: And, your Honor, then do
13 we have Haugen, Lacey, following in that order?

14 EXAMINER PARROT: That's my
15 understanding, yes.

16 MR. SETTINERI: All right. Thank you,
17 your Honor. Thank you, everyone.

18 EXAMINER PARROT: All right. We are
19 adjourned for today. Thank you.

20 (Thereupon, at 5:23 p.m., the hearing was
21 adjourned.)

22 - - -
23
24
25

CERTIFICATE

I do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me in this matter on Monday, May 17, 2021, and carefully compared with my original stenographic notes.

Karen Sue Gibson, Registered
Merit Reporter.

Carolyn M. Burke, Registered
Professional Reporter.

(KSG-7075)

- - -

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/20/2021 11:26:36 AM

in

Case No(s). 20-0585-EL-AIR, 20-0586-EL-ATA, 20-0587-EL-AAM

Summary: Transcript in the matter of the Ohio Power Company hearing held on 05/17/21 - Volume IV electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.