

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio)
Power Company for an Increase in Electric) Case No. 20-585-EL-AIR
Distribution Rates.)
)
In the Matter of the Application of Ohio)
Power Company for Tariff Approval.) Case No. 20-586-EL-ATA
)
In the Matter of the Application of Ohio)
Power Company for Approval to Change) Case No. 20-587-EL-AAM
Accounting Methods.)

POST-HEARING REPLY BRIEF OF THE KROGER CO.

I. INTRODUCTION

On March 12, 2021,¹ Ohio Power Company (AEP), with the support of the Staff of the Public Utilities Commission of Ohio (Commission) (Staff), and twelve other Signatory Parties, including The Kroger Co. (Kroger) filed a Stipulation and Recommendation (Stipulation) resolving multiple complex issues in the above-captioned proceeding.² Pursuant to the Entry issued on April 5, 2021, Kroger participated in an evidentiary hearing which commenced on May 12, 2021 and concluded on May 18, 2021.

Thereafter, Kroger filed its Initial Post-Hearing Brief, demonstrating that the Stipulation satisfies the Commission's three-part test for evaluating the reasonableness of stipulations. More specifically, Kroger explained that the Stipulation is the product of a lengthy and inclusive

¹ On April 7, 2021 and May 11, 2021, AEP filed revised versions of the Stipulation with the Commission. The revised versions corrected typographical errors and made no substantive changes to the Stipulation that was filed on March 12, 2021.

² The Signatory Parties to the Stipulation are as follows: AEP; Staff; the Office of the Ohio Consumers' Counsel; Kroger; the Ohio Hospital Association, Ohio Energy Group, Industrial Energy Users-Ohio; the Ohio Manufacturers' Association Energy Group; One Energy, Clean Fuels Ohio; Charge Point; EVgo; Walmart Inc.; and the Ohio Cable Telecommunications Association.

bargaining process, includes numerous benefits to AEP ratepayers and the public interest, and comports with long-standing precedent and regulatory principles.

However, some Opposing Parties³ argued that the Commission should reject or modify the Stipulation. For example, the Ohio Environmental Council (OEC), Environmental Law & Policy Center (ELPC), and Natural Resources Defense Council (NRDC) (collectively, the Environmental Advocates) challenged whether the Stipulation was a product of serious bargaining.⁴ Moreover, many Opposing Parties asserted that the Commission must modify the Stipulation to include various proposals, including a Demand Side Management/Energy Efficiency (DSM/EE) program; a low-load factor rate schedule or low-load factor pilot program; a water heater controller pilot program; and a proposal to convert several AEP riders from fixed charges to volumetric charges. These arguments are unsupported by the record, are based on faulty analyses, and violate Ohio laws. Thus, they should be rejected by the Commission.

For the reasons discussed herein, Kroger respectfully requests that the Commission reject the arguments raised by Opposing Parties in their Initial Post-Hearing Briefs, and adopt and approve the Stipulation filed on March 12, 2021 in its entirety and without modification.

³ Parties that oppose the Stipulation include: Nationwide Energy Partners, LLC (NEP); Armada Power LLC (Armada); Interstate Gas Supply, Inc. (IGS); Direct Energy Business LLC & Direct Energy Services LLC (Direct); Ohio Environmental Council (OEC); Environmental Law & Policy Center (ELPC); Natural Resources Defense Council (NRDC); and Ohio Partners for Affordable Energy (OPAE) (collectively, hereinafter Opposing Parties).

⁴ See Environmental Advocates' Initial Post-Hearing Brief at 1 and 5.

II. ARGUMENT

A. **The Evidentiary Record Demonstrates that the Stipulation is a Product of Serious Bargaining among Capable, Knowledgeable Parties.**

The Commission follows long-standing precedent in evaluating whether a stipulation is reasonable and warrants approval:⁵

1. Is the Stipulation a product of serious bargaining among capable, knowledgeable parties?
2. Does the Stipulation, as a package, benefit ratepayers and the public interest?
3. Does the Stipulation package violate any important regulatory principle or practice?⁶

At the evidentiary hearing and as set forth in their Initial Post-Hearing Briefs, Signatory Parties presented substantial evidence demonstrating that the Stipulation is the product of an extensive and inclusive bargaining process among parties who are knowledgeable and capable parties and who regularly participate in proceedings before the Commission.⁷ Nonetheless, the Environmental Advocates contested this point in their Initial Post-Hearing Brief and claimed that the Stipulation fails the first criterion of the three-part test.⁸ They are incorrect. As such, the Commission should reject this claim as it is inaccurate and inconsistent with the record and the Commission's precedent.

Specifically, contrary to what the Environmental Advocates argued,⁹ there is substantial evidence in the record showing that the Stipulation is the product of serious bargaining. AEP

⁵ See *Office of Consumers' Counsel v. Pub. Util. Comm.*, 64 Ohio St.3d 123, 125-26 (1992); see also Ohio Adm. Code 4901-1-30 (parties may enter stipulations subject to Commission review).

⁶ See, e.g., *In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company for Authority to Provide for a Standard Service Offer Pursuant to R.C. 4928.143 in the Form of an Electric Security Plan*, Case No. 14-1297-EL-SSO, Opinion and Order at 39 (Mar. 31, 2016).

⁷ See, e.g., OCC's Initial Post-Hearing Brief at 4-5 (explaining how the bargaining process occurred over multiple months and consisted of conferences where all parties were invited and had the opportunity to negotiate).

⁸ Environmental Advocates' Initial Post-Hearing Brief at 5.

⁹ *Id.*

witness Andrea E. Moore testified extensively that all parties to the proceeding had opportunities to negotiate each provision in the Stipulation and to participate in the numerous bargaining conferences.¹⁰ Ms. Moore further testified that:

the Stipulation differs in several respects from the proposal submitted in the Application because it reflects an overall compromise involving a balance of competing positions from multiple parties and incorporates many of the recommendations offered by Staff and interveners.¹¹

Ms. Moore's testimony on the bargaining process is consistent with and supported by the testimony of other Signatory Parties.¹² For example, Kroger and the other Signatory Parties demonstrated that negotiations of the various provisions of the Stipulation occurred over the course of more than two months, and the Stipulation ultimately was joined by fourteen diverse Signatory Parties representing a wide-range of interests.¹³

In contrast with the ample evidence presented by the Signatory Parties, the Opposing Parties did not present any evidence refuting that the Stipulation is the product of serious bargaining among capable, knowledgeable parties.¹⁴ Instead, the Environmental Advocates only seemed to take issue with the fact that the Stipulation submitted to the Commission was not unanimous.¹⁵ However, there is no numerosity requirement in the three-part test¹⁶ and it is common for complex proceedings before the Commission, such as this distribution rate case, to

¹⁰ See AEP Ohio Exhibit 6, Direct Testimony of Andrea E. Moore (Moore Testimony) at 16 (April 9, 2021).

¹¹ *Id.*

¹² See Staff Exhibit 6, Direct Testimony of David M. Liphtratt (Liphtratt Testimony) at 3 (April 9, 2021); OCC Exhibit 1, Direct Testimony of Wm. Ross Willis at 5 (April 9, 2021) (Willis Testimony).

¹³ Kroger's Initial Post-Hearing Brief at 4-5.

¹⁴ See OCC's Initial Post-Hearing Brief at 5 ("Notably, no party opposing the Stipulation presented witness testimony to refute the testimony of OCC witness Willis, AEP Ohio witness Moore, and PUCO Staff witness Liphtratt that the Stipulation is the product of serious negotiations amongst knowledgeable, capable parties.").

¹⁵ See, e.g., Environmental Advocates' Initial Post-Hearing Brief at 3.

¹⁶ *In the Matter of the Application of The Dayton Power and Light Company for Approval of its Plan to Modernize its Distribution Grid*, Case No. 18-1875-EL-GRD, Opinion and Order at ¶ 47 (June 16, 2021).

be resolved through a non-unanimous stipulation.¹⁷ If anything, the fact that the Stipulation was not unanimous supports that the parties engaged in serious bargaining, which required concessions on certain provisions in order to resolve the above-captioned proceeding as package.¹⁸ Consistent with how the stipulation process is designed to function,¹⁹ the parties who did not join the Stipulation did so because they found that various provisions in the Stipulation were not to their self-serving liking and not because of any flaw in the bargaining process.²⁰

Finally, the Environmental Advocates claimed that they were somehow prejudiced by various evidentiary rulings of the Attorney Examiners and that the Opposing Parties had no real opportunity to challenge the bargaining process.²¹ This claim is inconsistent with the record before the Commission and should be rejected. The record shows that ELPC cross-examined AEP witness Moore on a variety of issues, including the bargaining process.²² At times, the Attorney Examiners upheld some of the Signatory Parties' objections to various questions that called for speculative, privileged, or irrelevant answers.²³ While the Attorney Examiners properly sustained

¹⁷ See, e.g., *In the Matter of the Application of Duke Energy, Ohio, Inc., for an Increase in Electric Distribution Rates*, Case Nos. 17-32-EL-AIR, et al. Opinion and Order at ¶ 328 (December 19, 2018); *In the Matter of the Application of The Dayton Power and Light Company for an Increase in Its Electric Distribution Rates*, Case Nos. 15-1830-EL-AIR, et al., Opinion and Order at ¶ 104 (September 26, 2018); *In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company, Individually, and, if Their Proposed Merger is Approved, as a Merged Company (collectively, AEP Ohio) for Tariff Approval*, Case Nos. 11-355-EL-ATA, et al., Opinion and Order at 14 (December 14, 2021).

¹⁸ See Kroger's Initial Post-Hearing Brief at 5.

¹⁹ *In the Matter of the Application of The East Ohio Gas Company dba Dominion Energy Ohio for Approval of an Alternative Form of Regulation to Establish a Capital Expenditure Program Rider Mechanism*, Case No. 19-468-GA-ALT, Opinion and Order at ¶ 44 (December 30, 2020) (stating that the Commission expects parties engaged in settlement negotiations to bargain in favor of their respective litigation interests).

²⁰ See, e.g., Tr. Vol. IV at 828 (Armada witness Rehberg stating that he took no position on whether the Stipulation was a product of serious bargaining).

²¹ See Environmental Advocates' Initial Post-Hearing Brief at 6.

²² See Tr. VI II at 244-247 (showing ELPC cross-examination of Ms. Moore on various aspects of the bargaining process).

²³ See, e.g., *id.* at 250 (the Attorney Examiner sustaining AEP's objection when ELPC asked Ms. Moore whether AEP prioritized getting Staff to agree to the Stipulation).

Signatory Parties' objections, the Supreme Court of Ohio also has held that "the commission is not bound by strict rules of evidence in its proceedings."²⁴ Moreover, Ms. Moore answered the majority of questions posed by ELPC regarding the bargaining process.²⁵ ELPC was able to, and did, rephrase initial questions that the Attorney Examiners deemed improper and received answers to many of those rephrased questions.²⁶ Nothing prevented any Opposing Party from examining witnesses on the bargaining process at the hearing nor from submitting pre-filed testimony discussing the bargaining process.

Accordingly, the argument that the Opposing Parties did not have sufficient opportunity to challenge the bargaining process is false and should be rejected by the Commission. Kroger therefore requests that the Commission find that the Stipulation is the product of serious bargaining among capable, knowledgeable parties.

B. The Stipulation Should be Adopted in its Entirety and Without Modification.

The Signatory Parties, including Kroger, have demonstrated that the Stipulation as a package is an efficient and equitable resolution of several complex issues related to AEP and its base distribution rates. The Signatory Parties also have demonstrated that the Stipulation meets the Commission's three-part test. Kroger's Initial Post-Hearing Brief provided evidence to demonstrate that the Stipulation satisfied the three-part test as it is the product of serious bargaining among capable, knowledgeable parties, benefits ratepayers and the public interest, and does not violate any important regulatory principle or practice.

²⁴ *Ohio Bell Tel. Co. v. Pub. Util. Comm.*, 14 Ohio St. 3d 49, 50, 471 N.E.2d 475 (1984) (quoting *Greater Cleveland Welfare Rights Org., Inc. v. Pub. Util. Comm.*, 2 Ohio St.3d 62, 68, 442 N.E.2d 1288 (1982)).

²⁵ *See, e.g.*, Tr. VI II at 247 (Ms. Moore answering ELPC's question as to whether "AEP changed some positions that benefited some parties but not other parties?")

²⁶ *See, e.g., id.* at 254 (ELPC rephrasing its question to Ms. Moore whether AEP discussed withdrawing the DSM/EE proposal with ELPC before the provision was removed from the Stipulation).

Despite the concrete benefits for ratepayers and the public interest that the Stipulation secures, Opposing Parties improperly seek to modify the Stipulation. NEP argued that the Commission should adopt an entirely new rate schedule for low-load factor customers or a \$3 million low-load factor pilot program, both of which are based on a deficient analysis and the opinion of a witness who is not an expert in rate design.²⁷ Next, the Environmental Advocates and OPAAE argued that the Commission must approve and adopt a now withdrawn DSM/EE proposal.²⁸ Armada also urged the Commission to modify the Stipulation to include a pilot program that exclusively uses Armada's technology.²⁹ Finally, OPAAE argued, without any evidentiary support, that several Commission-approved riders should be converted from fixed charges to volumetric charges to better benefit certain customers.³⁰ As detailed further below, these proposals are without merit and should be rejected.

As Kroger explained in its Initial Post-Hearing, NEP's low-load factor proposals are completely unsubstantiated and therefore should not be included in the Stipulation or otherwise adopted by the Commission. In its Initial Post-Hearing Brief, NEP stated "[t]he reason Mr. Rehberg's testimony is so important is because he was the only witness in this proceeding to analyze the actual rate impact of the Stipulation on GS-2 and GS-3 low-load factor customers."³¹ It is irrelevant whether Mr. Rehberg was or was not the only witness to sponsor testimony in this proceeding that is specific to low-load factor customers when the testimony he presented on the issue is flawed from start to finish.

²⁷ NEP's Initial Post-Hearing Brief at 17-27; Tr. VI. IV at 760.

²⁸ Environmental Advocates' Initial Post-Hearing Brief at 9-18; OPAAE's Initial Post-Hearing Brief at 15-16.

²⁹ Armada's Initial Post-Hearing Brief at 9-28.

³⁰ OPAAE's Initial Post-Hearing Brief at 9-14.

³¹ NEP's Initial Post-Hearing Brief at 17.

For example, it is unclear to what extent Mr. Rehberg actually performed his own analysis. Mr. Rehberg presented testimony that he adopted from another witness regarding what NEP defines as “low-load factor” customers.³² Mr. Rehberg had no part in selecting the accounts used in the sample of the analysis,³³ did not have access to the original data set,³⁴ and was not even aware of the original analysis until late April of 2021.³⁵ While NEP attempted to defend the credentials of Mr. Rehberg as a rate design expert, the record shows that he is unqualified to provide expert testimony on the low-load factor proposals.³⁶ Lastly, the sample used in the analysis is unrepresentative and consists of merely four accounts of the same type of NEP customer.³⁷ As AEP articulated in its Initial Post-hearing Brief, Mr. Rehberg presented conflicting testimony on which types of charges were included in the analysis, and Mr. Rehberg could not identify a single AEP rider that the analysis excluded. Thus, it is not even clear which costs are actually reflected in the low-load factor analysis that NEP asks the Commission to accept.³⁸

For similar reasons, the Commission should reject OPAE’s attempt to use the Stipulation as a vehicle to convert several Commission-approved riders from fixed charges to volumetric charges. Specifically, OPAE opines that low-use and/or low-income customers would be better off if certain riders were converted from fixed charges to pure volumetric charges³⁹ Notably, OPAE used the terms “low-use” and “low-income” interchangeably and presented purely

³² NEP Exhibit 35, Notice of Witness Substitution (May 5, 2021).

³³ *See Tr. IV* at 760.

³⁴ *Id.* at 744.

³⁵ *Id.* at 673.

³⁶ *Id.* at 270.

³⁷ *See* AEP’s Initial Post-Hearing Brief at 14-16; Kroger’s Initial Post-Hearing Brief at 7-8; Wal-Mart’s Initial Post-Hearing Brief at 2-3; OMAEG’s Initial Post-Hearing Brief at 22.

³⁸ AEP’s Initial Post-Hearing Brief at 16 (citing *Tr. IV* at 837-839).

³⁹ *See* OPAE’s Initial Post-Hearing Brief at 9-14.

anecdotal evidence to support its proposal.⁴⁰ There is no indication that OP&A knows, based on empirical evidence, how converting the various riders it selected to pure volumetric charges would impact customers or AEP and its services.⁴¹ Contrastingly, OP&A conceded that the analysis conducted by AEP witness Roush shows that low-use customers experience a greater percentage reduction in their monthly bill impact than high-use customers upon implementation of the Stipulation.⁴²

OP&A's proposal also misconstrues the rate design of some the riders that it seeks to modify. OP&A stated that its proposal is based on the idea that that customers "must pay a fix charge regardless of the amount of energy consumed (or generated)" and "[t]hus, fixed charges undermine the ability of customers to lower bills through reducing usage."⁴³ While the charges under some of the riders are a fixed percentage, the fixed percentage is based on the customers' distribution charges.⁴⁴ As OP&A acknowledged, distribution charges are based on fixed customer charges and variable energy charges. Thus, these riders are not simply fixed charges⁴⁵ and are a function of consumption⁴⁶ which undermines the rationale for OP&A's proposal. Accordingly, the Commission should reject OP&A's proposal to modify the Stipulation.

In addition to being based on flawed analyses, the Opposing Parties' requests to modify the Stipulation conflict with Commission precedent and Ohio law. As Kroger explained in its

⁴⁰ Tr. Vol. II at 452 (Mr. Rinebolt admitting that that his opinions on usage patterns of AEP's low-use customers are informed by inferences from the data collected from his clients in all types of housing in Ohio and not specifically AEP customers); *See* AEP's Initial Post-Hearing Brief at 24.

⁴¹ *See, e.g.*, AEP's Initial Post-Hearing Brief at 25.

⁴² *Id.* at 458-459.

⁴³ OP&A Exhibit 1, Direct Testimony of David C. Rinebolt (Rinebolt Testimony) at 7 (April 20, 2021)

⁴⁴ Tr. VI. II at 461.

⁴⁵ *Id.* at 459-461.

⁴⁶ *Id.* at 461.

Initial Post-Hearing Brief, the Commission looks to whether the Stipulation, as a package, benefits ratepayers and the public interest, not whether the Stipulation could be improved or provide more benefits.⁴⁷ Despite this precedent, the Opposing Parties attempted to “improve” the Stipulation with other mechanisms and failed to consider the Stipulation as a package. For instance, Armada asserted that “*additional value* is warranted for the ratepayers and the public interest” and that “The Stipulation is not in the public interest in its current form and must not be approved without the Commission also approving Armada Power’s proposed pilot.”⁴⁸ However, at the evidentiary hearing, Armada conceded that it took no issue with the substantive portions of the Stipulation and that its sole objection to the Stipulation is the failure to include a pilot program using Armada’s proprietary technology for which Armada would financially benefit.⁴⁹ The Commission should disregard Armada’s proposal as it lacks evidentiary support.

Additionally, the Commission should reject the Environmental Advocates’ proposal that, if adopted, would require AEP to offer a DSM/EE program with cost recovery from all customers. The Environmental Advocates incorrectly claimed that AEP eliminated significant energy efficiency benefits when it failed to include a DSM/EE program in the Stipulation.⁵⁰ To be clear, AEP is not currently offering a DSM/EE program⁵¹ and the Stipulation expressly preserves all Signatory Parties’ rights to take any position on DSM/EE matters as they see fit in all future proceedings.⁵² Yet again, Opposing Parties’ argument to modify the Stipulation fails because it is

⁴⁷ See Kroger’s Initial Post-Hearing Brief at 7 (quoting *In the Matter of the Application of The East Ohio Gas Company dba Dominion Energy Ohio for Approval of an Alternative Form of Regulation to Establish a Capital Expenditure Program Rider Mechanism*, Case No. 19-468-GA-ALT, Opinion and Order at ¶ 73 (Dec. 30, 2020)).

⁴⁸ Armada’s Post-Hearing Initial Brief at 3.

⁴⁹ Tr. Vol. IV at 812 and 813-814.

⁵⁰ Environmental Advocates; Initial Post-Hearing Brief at 18.

⁵¹ OEC Exhibit 1, Direct Testimony of Brendon J. Baatz (Baatz Testimony) at 4 (April 20, 2021).

⁵² *Id.* at 17 (citing Tr. Vol. III at 512).

not addressing the Stipulation before the Commission as a package but attempts to add another mechanism that would allegedly better benefit customers.

Moreover, as Kroger argued previously, Opposing Parties' proposal to add on a DSM/EE program to the Stipulation is inconsistent with Ohio law. Despite claims by OPAE, the Commission is not statutorily required to mandate that AEP offer DSM/EE programs pursuant to R.C. 4905.70.⁵³ The Commission already rejected a similar argument in the proceeding regarding the termination of energy efficiency mandates pursuant to Am. Sub. H.B. 6 (H.B. 6).⁵⁴ More specifically, the Commission found that H.B. 6 requires that "all energy efficiency programs terminate no later than December 31, 2020."⁵⁵ As the Supreme Court of Ohio has held, "[t]he Public Utilities Commission of Ohio is a creature of the General Assembly and may exercise no jurisdiction beyond that conferred by statute."⁵⁶ Consequently, the Commission already has interpreted the impact of H.B. 6 on energy efficiency programs in Ohio and cannot contravene the intent of the General Assembly by reenacting such programs in a distribution case.

Finally, the Commission also should reject the Environmental Advocates' proposal to require AEP to offer a DSM/EE Program.⁵⁷ As Signatory Parties discussed in their Initial Post-Hearing Briefs, there is no Ohio law that allows an electric distribution utility to voluntarily offer energy efficiency programs with mandatory cost recovery from its customers.⁵⁸ Even if this

⁵³ OPAE's Initial Post Hearing Brief at 16.

⁵⁴ *In the Matter of the Application of Ohio Power Company for Approval of its Energy Efficiency and Peak Demand Reduction Program Portfolio Plan for 2017 through 2020*, Case Nos. 16-574-EL-POR, et al., Finding and Order at 4 (February 26, 2020) ("AEE avers that the Commission may continue the EE/PDR portfolio plans though R.C. 4905.70 and 4928.143(B)(2)(i) regardless of the amendments to R.C. 4928.66, stating that nothing in H.B. 6 provides, or even suggests, that the Commission should abandon utility energy efficiency programs altogether.").

⁵⁵ *Id.* at ¶ 42.

⁵⁶ *Penn Central Transportation Co. v. Pub. Util. Comm.*, 35 Ohio St.2d 97, 298 N.E.2d 97 (1973).

⁵⁷ Environmental Advocates' Initial Post-Hearing Brief at 9-18.

⁵⁸ *See, e.g.*, OMAEG's Initial Post-Hearing Brief at 26.

authority existed, the Environmental Advocates' proposal would still violate Ohio law as AEP voluntarily withdrew its initial DSM/EE proposal before the Stipulation was ever filed with the Commission. As such, the proposed DSM/EE program is not part of the Stipulation submitted for consideration by the Commission.⁵⁹ The Commission should reject any arguments by the Environmental Advocates to modify the Stipulation and force AEP to offer DSM/EE programs. Forcing AEP to offer a DSM/EE program would clearly violate Commission precedent and the General Assembly's intent as expressed through H.B. 6. For the foregoing reasons, Kroger requests that the Commission reject Opposing Parties' requests to modify the Stipulation to include a DSM/EE program.

III. CONCLUSION

The Stipulation filed on March 12, 2021 is just, reasonable, and in the public interest. It also clearly satisfies all three criteria of the Commission's analysis for approving settlements as it is the product of serious bargaining among the parties, will create significant benefits for customers, and as a package, is in the public interest, and does not violate any regulatory principle or practice.

Opposing Parties advance a variety of arguments that conflict with longstanding Commission precedent, misstate and misrepresent the nature of the bargaining process, and are based on faulty conclusions of law and fact. As such, the Commission should reject those arguments. Accordingly, for the foregoing reasons and the reasons set forth in its Initial Post-Hearing Brief, Kroger respectfully requests that the Commission approve without modification the Stipulation filed in this proceeding.

⁵⁹ See AEP's Initial Post-Hearing Brief at 20 (citing Joint Exhibit 1, the Stipulation at Section III.G.; AEP Exhibit 6, Moore Testimony at 15, 19).

Respectfully submitted,

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CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned hereby certifies that a copy of the foregoing document also is being served via electronic mail on July 6, 2021 upon the parties listed below.

/s/ Angela Paul Whitfield
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Summary: Brief POST-HEARING REPLY BRIEF OF THE KROGER CO. electronically filed by Mrs. Angela Whitfield on behalf of The Kroger Co.