

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of The	)	
Dayton Power and Light Company for	)	Case No. 20-1651-EL-AIR
an Increase in Electric Distribution	)	
Rates.	)	Case No. 20-1653-EL-ATA
	)	
In the Matter of the Application of	)	
Dayton Power and Light Company for	)	
Approval of Revised Tariffs.	)	Case No. 20-1652-EL-AAM
	)	
In the Matter of the Application of	)	
Dayton Power and Light Company for	)	
Accounting Authority.	)	

**TESTIMONY IN RESPONSE TO OBJECTIONS TO  
THE STAFF REPORT  
OF**

**CRAIG SMITH  
SERVICES MONITORING AND ENFORCEMENT DEPARTMENT  
RELIABILITY AND SERVICE ANALYSIS DIVISION**

**STAFF EXHIBIT\_\_**

**January 18, 2022**

1 1. Q. Please state your name and your business address.

2 A. My name is Craig Smith. My business address is 180 East Broad Street,  
3 Columbus, Ohio 43215.  
4

5 2. Q. By whom are you employed and in what capacity?

6 A. I am employed by the Public Utilities Commission of Ohio (PUCO). I am a  
7 Public Utilities Administrator with the Reliability and Service Analysis  
8 Division within the Service Monitoring and Enforcement Department. My  
9 current duties include the oversight of service reliability, consumer  
10 protection policies and rules for gas, water, and electric, as well as low  
11 income assistance programs.  
12

13 3. Q. Would you briefly state your educational background and work experience.

14 A. I received a Bachelor of Arts degree that included a Major in Political  
15 Science and a Minor in Chemistry from Denison University. I received a  
16 Master's degree in Public Administration from The Ohio State University. I  
17 received a Juris Doctor from Capital University. In addition, I completed  
18 over a dozen post-baccalaureate classes in accounting from Columbus State  
19 Community College.  
20

21 While obtaining my Master's and Law degrees, I served as a management  
22 and legal intern with the Public Utilities Commission of Ohio in the

1 Consumers Services Department. After Law School, I began employment  
2 with the Ohio Department of Taxation. While at the Department of Taxa-  
3 tion I was employed as an Internal Audit Supervisor 2, Chief Counsel  
4 Supervisor 2 in Tax Appeals, and as a Deputy Tax Commissioner. I have  
5 also been a private sector attorney and a Certified Internal Auditor (2006-  
6 2017).

7  
8 In January of 2014, I accepted a Utilities Specialist 1 position with the  
9 Public Utilities Commission of Ohio in the Accounting and Electricity  
10 Division. In October of 2014, I accepted a Utilities Specialist 2 position  
11 with the Public Utilities Commission of Ohio in the Reliability and Service  
12 Analysis Division. And in October of 2015, I accepted my current position,  
13 a Public Utilities Administrator 2 with the Public Utilities Commission of  
14 Ohio in the Reliability and Service Analysis Division.

15  
16 4. Q. What was your responsibility in this case?

17 A. My responsibility in this case was to review tariff provisions as well as  
18 assist the Rates and Analysis Department in the review of various riders  
19 and miscellaneous charges.

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21 5. Q. Have you testified in previous cases before the PUCO?

22 A. Yes.

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6. Q. What is the purpose of your testimony?

A. The purpose of my testimony is to respond to certain objections to the Staff Report of Investigation (Staff Report) concerning tariff issues. Specifically, I am responding to Ohio Partners for Affordable Energy’s (OPAE) Objection IV; Direct Energy’s Objections 1, 2, and 3; Interstate Gas Supply’s (IGS) Objections A, B, C, and D; Office of the Ohio Consumers’ Counsel (OCC) Objections 3, 24, and 25; City of Dayton Objections A and B; AES Ohio (Company) Objections 35 and 36; Nationwide Energy Partners’ (NEP) Objection 1; One Energy Enterprises LLC (One Energy) objections Rates and Tariffs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, and 16; and Industrial Energy Users-Ohio (IEU) objection 4.

**OPAE Objection IV**

7. Q. OPAE objects that the Staff Report lacks a recommendation for AES Ohio’s inconsistency enrolling customers in extended payment plans following the submission of a medical certificate in compliance with Ohio Admin. Code 4901:1-18-06(C)(3)(e). Does Staff agree?

A. No, during the regular biennial Consumer Services Staff audit it was discovered that the Company does not enter customers into payment arrangements at the time a customer uses a medical certificate. The Company did provide Staff with a rationale for waiting to

1 extend payment arrangements until after the expiration of the medical  
2 certificate and the issuance of a disconnection notice. The medical  
3 certificate provides 30 days of service without payment, but a payment  
4 arrangement requires a conditional payment. For this reason, the Company  
5 explained, customers using a medical certificate do not request payment  
6 arrangements until the medical certificate(s) expire. The Company does  
7 enter customers into payment arrangements during the use of a medical  
8 certificate but does not make payment arrangements a requirement to use a  
9 medical certificate, as they recognize customers, who use a medical  
10 certificate, priority is to avoid disconnection. Staff believes that the  
11 Company is in compliance with the intent of the administrative code as the  
12 result of the delay in payment arrangements benefits customers and thus  
13 made no recommendation in the Staff Report.

14  
15 **Direct Objections 1, 2, and 3**

16 8. Q. In Objections 1 and 2, Direct opposes the inclusion of \$770,254 in  
17 Competitive Retail Electric Service (CRES) provider fees in the calculation  
18 of operating income and the resulting impact on the revenue requirement.  
19 Does Staff agree?

20 A. No, the CRES provider fees should be included as test year revenue.  
21 Provider fees include switching fees, technical support and assistance  
22 charges, manual historical customer energy usage data charges, and

1 electronic interval meter data charges. These fees are charged to CRES and,  
2 as a deduction to the cost of service, reduce the revenue requirement. Staff  
3 Witness Snider has made an adjustment for some fees as a result of Case  
4 No. 18-1875-EL-GRD.

5  
6 9. Q. In Objections 1 and 2, Direct suggests that Staff failed to identify specific  
7 charges as CRES fees, to identify costs of services subject to CRES  
8 provider fees, and to investigate if CRES fees are just and reasonable and  
9 thus cannot support a specific amount for any CRES fee. Does Staff agree?

10 A. No. Staff does not believe fees in the generation tariff required individual  
11 examination for cost during a distribution rate case. The examination of  
12 CRES provider fees was limited to the provider fees reduction in the  
13 revenue requirement as a cost to serve. The \$5 switching fee is a common  
14 charge to Ohio competitive providers for switching customers. Staff does  
15 recognize that there is cost associated with the services associated with  
16 manual processes and mailing rescission letters and cancelation notices  
17 when the Company receives a notification for a CRES to switch a  
18 customer's generation provider.

19 10. Q. Does Staff agree that the lack of fees for SSO customers, particularly the  
20 switching fee, is discriminatory?

1           A.    No, the lack of a fee for customers who default to SSO service is not  
2               discriminatory. The process and the cost of switching to and from CRES  
3               providers compared to customers who defaulted to the SSO are not  
4               comparable situations. Customers who default to the SSO are generally  
5               dropped by a CRES provider for service and this drop does not have to be  
6               initiated by the customer, such as when a governmental aggregation ends, a  
7               CRES contract is not renewed, or a CRES provider defaults. At the time of  
8               the return to the SSO, the Company is not provided a reason for why the  
9               customer was dropped by a CRES provider. The other provider fees for  
10              historical and/or interval meter data are not necessary for SSO service and  
11              thus are only a CRES provider service. Furthermore, the Company updated  
12              its G8 tariff so that no fees would be charged by the Company to CRES  
13              associated with accessing or requesting data including the historic energy  
14              usage and the electronic interval meter data in Case No. 18-1875-EL-GRD.

15  
16   11.   Q.    Does Staff agree with Direct Objection 3, which argues that a review of  
17               generation tariffs (G8 and G9) is also required to determine just and  
18               reasonable distribution rates?

19           A.    No. The Generation tariffs were not included as part of this proceeding.  
20

21   12.   Q.    Is Staff ignoring a Commission Order in recommending that the

1 PUCO/OCC assessment be recovered through base rates as Direct states in  
2 Objection 3?

3 A. No, the Commission in Case No. 15-1830-EL-AIR notes the treatment of  
4 the PUCO/OCC assessment is the result of specific procedural  
5 circumstances and should not bind Staff or the Commission to the same  
6 result in future proceedings. Staff believes that the PUCO/OCC assessment  
7 should not be included in the SSO cost as it is a cost to the electric  
8 distribution utility as a provider of last resort not directly caused by SSO  
9 revenue.

10  
11 **IGS Objections A, B, C, D**

12 13. Q. IGS objects to the inclusion of generation-related uncollectible expense in  
13 distribution rates. Does Staff agree?

14 A. No. As the provider of last resort for default service, the Company's  
15 inclusion of SSO generation uncollectible expense is consistent with  
16 established practices. These costs are distribution costs and thus  
17 recoverable in distribution rates.

18  
19 14. Q. IGS objects to the recommendation to include the PUCO/OCC assessment  
20 expense in distribution rates. Does Staff agree?

21 A. No. The Company as the provider of last resort for default service should



1 include the PUCO/OCC assessment expense for SSO generation in  
2 distribution rates. These costs are distribution costs and thus recoverable in  
3 distribution rates.  
4

5 15. Q. IGS objects to the lack of a recommendation on switching fees, namely to  
6 apply the fee to SSO customers or eliminate it. Does Staff agree?

7 A. No. The switching fee is a charge to CRES providers by the Company to  
8 administer a change in CRES providers. The \$5 charge is typical amongst  
9 Ohio utilities. In addition, the lack of a fee for customers who default to  
10 SSO service is not discriminatory. The process and the cost of switching to  
11 and from CRES providers compared to customers who defaulted to the  
12 SSO are not comparable situations. The Company must perform additional  
13 administrative tasks such as recission letters with CRES switches compared  
14 to SSO defaults. Customers who default to the SSO are generally dropped  
15 by a CRES provider for service and this drop does not have to be initiated  
16 by the customer, such as when a governmental aggregation ends, a CRES  
17 contract is not renewed, or a CRES provider defaults. At the time of the  
18 return to the SSO, the Company is not provided a reason for why the  
19 customer was dropped by a CRES provider.  
20

21 16. Q. IGS objects that Staff did not make a recommendation to update tariffs to

1 reflect a change in data access fees approved in a settlement. Does Staff  
2 agree?

3 A. No. The Company has updated these fees from Case No. 18-1875-EL-GRD  
4 reducing the CRES fees in tariff G8.

5  
6 **OCC Objections 3, 24, and 25**

7 17. Q. OCC objects that the Staff Report did not recommend to mitigate  
8 rate increases on at risk consumers. How does Staff respond?

9 A. Staff acknowledges that at risk communities will also see increases in bills  
10 but disagrees that the bills from the increase would be unaffordable.

11 Furthermore, although not a rate increase relieve, Staff believes that other  
12 proceedings have provided at risk communities relief from disconnection.

13 Recent updates to the percentage of income payment plan (PIPP) rules,  
14 under Ohio Adm.Code 4901:1-18, provide some relief for at-risk  
15 communities as well as the Special Reconnect Order issued on September  
16 8, 2021 in Case No. 21-750-GE-UNC.

17  
18 18. Q. OCC objects to a lack of a recommendations for financial penalties  
19 associated with the Companies missed reliability standards in 2019 and  
20 2020. How does Staff respond?

21 A. Staff initiated a probable noncompliance action regarding the missed

CAIDI standard on June 10, 2021. The investigation into the missed standard is in a separate proceeding, Case No. 21-1220-EI-UNC.

19. Q. OCC objects to a lack of a recommendations for a remedial plan to address the failure to enroll customers in payment plans following the submission of a medical certificate. How does Staff respond?

A. No, during the regular biennial Consumer Services Staff audit it was discovered that the Company does not enter customers into payment arrangements at the time a customer uses a medical certificate. The Company did provide Staff with a rationale for waiting to extend payment arrangements until after the expiration of the medical certificate and the issuance of a disconnection notice. The medical certificate provides 30 days of service without payment, but a payment arrangement requires a conditional payment. For this reason, customers using a medical certificate do not request payment arrangements until the medical certificate(s) expire. The Company does not prevent customers from establishing payment arrangements during the use of a medical certificate or make payment arrangements a requirement to use a medical certificate, as they recognize customers, who use a medical certificate, priority is to avoid disconnection. Staff believes that the Company is in compliance with the intent of the administrative code and thus made no recommendation in the Staff Report.

1    **City of Dayton Objections A and B**

2    20.    Q.    The City of Dayton objects that the Staff Report lacked a recommendation  
3                   to update the redundant service charge D10 based on a cost-of-service study  
4                   and thus the charge should be zero. Does Staff agree?

5            A.    No. Despite the Company not providing a cost of service for the redundant  
6                   service charge as agreed to in Case No. 15-1830-EL-AIR, Staff continues  
7                   to believe that a second line incurs the same costs as the primary line  
8                   (demand and customer service charge + any energy used). Thus, the charge  
9                   is appropriate as the cost causer should pay for the service.

10  
11   21.    Q.    The City of Dayton objects to the failure to account for new redundant  
12                   service revenue in the overall revenue requirement. Does Staff agree?

13            A.    Yes. Staff did not investigate the amount of revenue the Company  
14                   currently collects or potentially collects from redundant service.

15  
16   **AES Ohio Objections 35 and 36**

17   22.    Q.    AES Ohio objects to the Staff recommendation to disallow the proposed  
18                   rate for small constant unmetered service. How does Staff respond?

19            A.    Staff believes that other rate structures such as pole attachment are better  
20                   suited than a new rate class for one customer.

21  
22   23.    Q.    AES Ohio objects to the Staff recommendation to allow customer deposits

1 in three installments instead of just one payment. How does Staff respond?

2 A. Staff admits that no rule or code requires an installment plan for deposits  
3 and that no other electric distribution utility has installments for deposits.  
4 Staff's recommendation is based on consumer complaints and a separate  
5 Staff review into unusually high average deposit amount over the last three  
6 years compared to 130% of an average bill. No other utility's deposit data  
7 reflects such variation, which is why Staff believes the Company needs  
8 installments.

9  
10 **NEP Objection 1**

11 24. Q. NEP objected that the Company did not add terms and conditions language  
12 under which customers can negotiate the purchase of infrastructure installed  
13 on the customer's property. How does Staff respond?

14 A. Staff did not review and has no opinion.  
15

16 **One Energy Objections for Rates and Tariffs 1-12, 15, and 16.**

17 25. Q. One Energy objects to the Staff Report's statement of intent, and proposes a  
18 re-examination of the rates and tariffs because the statement did not include  
19 the following language: "and the consistency of the proposed tariffs with  
20 the policies of the State of Ohio contained in Section 4828.02, Revised  
21 Code." How does Staff respond?

1           A.     Staff disagrees that a re-examination is required. Staff recognizes the policy  
2                   of the state and believes that its review of the tariffs filed in the application  
3                   is in line with the policies contained in R.C. 4928.02.  
4

5   26.   Q.     One Energy objects to Staff and the Company's failure to modernize the  
6                   tariff. How does Staff respond?

7           A.     Staff welcomes any suggestions to increase the understanding and  
8                   readability of the Company's tariffs. In addition, the Company may  
9                   modernize its tariffs with an ATA filing at any time, as many companies  
10                  do.  
11

12   27.   Q.     One Energy objects that the Staff Report did not address extension of  
13                   due dates for reasonable periods of time. How does Staff respond?

14          A.     Staff disagrees that such an extension is necessary. Despite the delays in  
15                   postal service during the pandemic, the PUCO Call Center has received  
16                   minimal customer complaints regarding this Company for delayed mail.  
17                   The postal concerns experienced in November and December of 2020 have  
18                   not continued.  
19

20   28.   Q.     One Energy objects to the failure of the Staff Report to hold customers

1 harmless for estimated meter reads when a meter has failed and is unable to  
2 be read because the company relies on standard meters. How does Staff  
3 respond?

4 A. Staff disagrees. Estimating billing applies to standard meters as well as  
5 smart meters.  
6

7 29. Q. One Energy objects to the failure of the Staff Report to require that choice  
8 of service options be available online. How does Staff respond?

9 A. AES currently has a bill calculator online ([https://www.aes-ohio.com/bill-](https://www.aes-ohio.com/bill-calculators)  
10 [calculators](https://www.aes-ohio.com/bill-calculators)) to help customers recalculate their bill and also has its tariffs  
11 available online (<https://www.aes-ohio.com/rates-tariffs>). In addition, the new  
12 rule in Ohio Adm.Code Chapter 4901:1-10, effective November 1, 2021,  
13 will require an online calculator for every rate or charge and to permit the  
14 customer to enter their billing determinants to determine their bills. The  
15 calculator could also be used to assist in finding the appropriate choice of  
16 service option. Staff is not opposed to AES adding the  
17 EnergyChoice.ohio.gov website reference to both of the noted websites  
18 above to help customers find other supplier options.  
19

20 30. Q. One Energy agrees with the Staff Report that the net metering tariff has not  
21 been fully updated but disagrees with Staff's recommendation to address  
22 the tariff in another proceeding. How does Staff respond?

1           A.     Staff agrees that the tariff should be updated. The Company has agreed to  
2                 update the tariff in a separate proceeding. In addition, the Company has  
3                 agreed to honor any tariff provision that is more beneficial to the customer  
4                 than the current rules allow until the net metering tariff has been updated,  
5                 as well as complying with the new rules that might be more beneficial to  
6                 the customer than the tariff allows.

7  
8    31.    Q.     One Energy objects to the Staff Report's failure to recommend the  
9                 elimination of the investigation fee for fraud. How does Staff respond?

10           A.     Staff disagrees. An investigation fee is applied in circumstances of fraud  
11                 and reflects the costs to do the investigation. A customer may file a formal  
12                 complaint at the PUCO.

13  
14    32.    Q.     One Energy objects that the Staff Report did not recommend a  
15                 reasonableness requirement as to the location of the Company's facilities.  
16                 How does Staff respond?

17           A.     Staff disagrees. The location of meters should remain a Company decision.  
18                 This does not preclude the customer and the Company from  
19                 accommodating each other in that location. However, what is reasonable  
20                 from customer to customer may differ from the Company's perspective.

21  
22    33.    Q.     One Energy objects to the Staff Report failure to recommend limits on the



Company's discretion in the location, number, and type of metering equipment. How does Staff respond?

A. Staff disagrees. The number of meters, type of metering equipment (excluding AMI opt out rights) and delivery points should remain a company decision as metering equipment must interact with the Company's equipment and must meet the standards required per Ohio Adm.Code 4901:1-10-05. This does not preclude the Company from working with the customer to attempt to accommodate customer requests.

34. Q. One Energy objects to the Staff Report failure to recommend the inclusion of the National Electric Service Code (NESC) regarding equipment installations, including for primary and high voltage customers, as well as the National Electric Code (NEC). How does Staff respond?

A. In general, the NEC applies to the customer side of the point of connection and the NESC applies to the company side. One Energy makes the point that a customer who takes service at a higher voltage may need to apply the NESC. Staff agrees that the tariff should be updated to reflect the National Electrical Code or National Electric Safety Code, as applicable, but it should go without saying that the electrician doing the work, regardless of voltage level, is required to apply the correct standard whether it is the NEC or NESC.

1 35. Q. One Energy objects to the Staff Report failure to address the reference to  
2 East Central Area Reliability (ECAR) in short term capacity shortages.  
3 Does Staff agree?

4 A. Yes, the ECAR reference should be updated.  
5

6 36. Q. One Energy objects to the Staff Report failure to include a general  
7 Refund provision in all riders and tariffs. How does Staff respond?

8 A. Staff disagrees. Staff believes a blanket “subject to refund” provision is  
9 inappropriate, rather refund provisions should be limited to individual  
10 riders or specific charges.  
11

12 37. Q. One Energy objects to the Staff Report failure to include the Alternative  
13 Generation Supplier Coordination Tariff as part of the Staff Report. How  
14 does Staff respond?

15 A. The generation tariffs were not part of the distribution rate case. Although,  
16 other utilities have updated both tariffs under an AIR proceeding, there is  
17 no requirement to do so here.  
18

19 **IEU Objection 4**

20 38. Q. IEU objects to the lack of a recommendation in the Staff Report regarding  
21 the incorporation of high voltage customers in transmission planning their  
22 long-term demand reduction capabilities. How does Staff Respond?

1           A.     The IEU proposal was not part of the Company's application. Staff does  
2                   not have an opinion on the IEU recommendation.

3

4   39.   Q.     Does this conclude your testimony?

5           A.     Yes, this concludes my testimony. However, I reserve the right to submit  
6                   supplemental testimony as described herein, as new information  
7                   subsequently becomes available or in response to positions taken by other  
8                   parties.

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the **Pre-filed Testimony Responding to Objections to the Staff Report of Craig Smith** has been served upon the below-named counsel via electronic mail, this 18<sup>th</sup> day of January 2022.

*/s/ Jodi Bair*

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Summary: Testimony in Response to Objections to Staff Report of Craig Smith,  
Services Monitoring and Enforcement Department, Reliability and Service Analysis  
Division electronically filed by Mrs. Kimberly M. Naeder on behalf of PUCO