

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Review of the Power)
Purchase Agreement Rider of Ohio) Case No. 18-1003-EL-RDR
Power Company.)

**APPLICATION FOR REHEARING
BY
OFFICE OF THE OHIO CONSUMERS' COUNSEL**

Bruce Weston (0016973)
Ohio Consumers' Counsel

John Finnigan (0018689)
Counsel of Record
Assistant Consumers' Counsel

Office of the Ohio Consumers' Counsel
65 East State Street, Suite 700
Columbus, Ohio 43215
Telephone: (614) 466-9585 (Finnigan)
john.finnigan@occ.ohio.gov
(willing to accept service by e-mail)

May 20, 2022

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Review of the Power)
Purchase Agreement Rider of Ohio) Case No. 18-1003-EL-RDR
Power Company.)

**APPLICATION FOR REHEARING
BY
OFFICE OF THE OHIO CONSUMERS' COUNSEL**

This case involves AEP's Coal Plant Charge to its million consumers of \$60.9 million in subsidies for old, outmoded and dirty electric plants. The PUCO gave AEP \$60.9 million of consumers' money without even holding a hearing to hear evidence from the state representative of consumers and others.

In a recent case, a PUCO Auditor said that "[t]herefore, keeping the plants running does not seem to be in the best interests of the ratepayers."¹ A hearing was held in that recent OVEC case, and the PUCO should have been consistent here.

Just recently the Supreme Court of Ohio reversed a PUCO Order for lack of due process.² Undaunted by the Court's admonishment, the PUCO is back to denying a hearing. Why do the Commissioners not want to hold a hearing before giving \$60.9 million of consumers' hard-earned money to AEP? The PUCO's failure to hold a hearing on \$60.9 million in subsidy costs further increases the burden on consumers.

When the PUCO approved AEP's Coal Plant Charge, former Chair Asim Haque wrote: "This should not be perceived as a blank check, and consumers should not be

¹ Case No. 18-1004-EL-RDR, Direct Testimony of Michael P. Haugh (OCC Ex. 21), filed Dec. 29, 2021, Attachment MPH-3 at 1.

² *In re Application of FirstEnergy Advisors for Certification as a Competitive Retail Elec Serv. Power Broker & Aggregator*, Slip Opinion No. 2021-Ohio-3630.

treated like a trust account.”³ Yet this is exactly what the PUCO did – the PUCO gave AEP a blank check for these costs, without even holding a hearing to protect consumers.

Under R.C. 4903.10 and O.A.C. 4901-1-35, the Office of the Ohio Consumers’ Counsel requests rehearing of the Finding and Order (“Order”) issued in this proceeding on April 20, 2022. OCC submits that the PUCO’s Order is unlawful, unjust, unreasonable, and unwarranted based on the following grounds:

Assignment of Error No. 1: The PUCO erred by approving AEP’s 2016-2017 Coal Plant Charges without holding a hearing, in violation of OCC’s due process rights and in violation of the PUCO’s prior precedent and *In re Application of Columbus S. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.

Assignment of Error No. 2: The PUCO erred by failing to find that AEP acted imprudently by continuing to flow the OVEC subsidy costs through the Coal Plant Charge to consumers without using any competitive solicitation process to find a less expensive financial hedge and to mitigate the \$60.9 million in above-market costs resulting in unjust and unreasonable rates charged to consumers in violation of R.C. 4905.22.

Assignment of Error No. 3: The PUCO erred by not disallowing the entire \$60.9 million collected from consumers under the Coal Plant Charge because the PUCO failed to follow its order approving the Coal Plant Charge which required the costs collected from consumers to be analyzed using the same standard as a Fuel Adjustment Clause review. And such above-market subsidy costs from an affiliate cannot be collected under a Fuel Adjustment Clause analysis. The PUCO’s order therefore violates *In re Application of Columbus S. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.

Assignment of Error No. 4: The PUCO erred by failing to require AEP Ohio follow its settlement commitment to apply \$15 million in rate credits, as provided for in the PUCO’s Order in Case No. 14-1693-EL-RDR. The PUCO’s order therefore violates *In re Application of Columbus S. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.

³ *In the Matter of the Application Seeking Approval of Ohio Power Company’s Proposal to Enter into an Affiliate Purchase Power Agreement*, Case 14-1693-EL-RDR, Opinion and Order, Concurring Opinion of Chairman Haque at p. 5 (Mar. 31, 2016).

Respectfully submitted,

Bruce Weston (0016973)
Ohio Consumers' Counsel

/s/ John Finnigan

John Finnigan (0018689)
Counsel of Record
Assistant Consumers' Counsel

Office of the Ohio Consumers' Counsel

65 East State Street, Suite 700
Columbus, Ohio 43215
Telephone: (614) 466-9585 (Finnigan)
john.finnigan@occ.ohio.gov
(willing to accept service by e-mail)

TABLE OF CONTENTS

	PAGE
I. INTRODUCTION	1
II. GROUNDS FOR REHEARING	2
A. Assignment of Error No. 1: The PUCO erred by approving AEP's 2016-2017 Coal Plant Charges without holding a hearing, in violation of OCC's due process rights and in violation of the PUCO's prior precedent and <i>In re Application of Columbus S. Power Co.</i> , 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.	2
B. Assignment of Error No. 2: The PUCO erred by failing to find that AEP acted imprudently by continuing to flow the OVEC subsidy costs through the Coal Plant Charge to consumers without using any competitive solicitation process to find a less expensive financial hedge and to mitigate the \$60.9 million in above-market costs resulting in unjust and unreasonable rates charged to consumers in violation of R.C. 4905.22.	4
C. Assignment of Error No. 3: The PUCO erred by not disallowing the entire \$60.9 million collected from consumers under the Coal Plant Charge because the PUCO failed to follow its order approving the Coal Plant Charge which required the costs collected from consumers to be analyzed using the same standard as a Fuel Adjustment Clause review. And such above-market subsidy costs from an affiliate cannot be collected under a Fuel Adjustment Clause analysis. The PUCO's order therefore violates <i>In re Application of Columbus S. Power Co.</i> , 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.	7
D. Assignment of Error No. 4: The PUCO erred by failing to require AEP Ohio follow its settlement commitment to apply \$15 million in rate credits, as provided for in the PUCO's Order in Case No. 14-1693-EL-RDR. The PUCO's order therefore violates <i>In re Application of Columbus S. Power Co.</i> , 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.	9
III. CONCLUSION.....	10

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Review of the Power)
Purchase Agreement Rider of Ohio) Case No. 18-1003-EL-RDR
Power Company.)

MEMORANDUM IN SUPPORT

I. INTRODUCTION

This case is about the PUCO’s bailout of the OVEC plants, which the Legislature later codified in tainted House Bill 6 (“H.B. 6”) beginning in 2020. Former Chair Asim Haque warned when the bailout was approved: “This should not be perceived as a blank check, and consumers should not be treated like a trust account.”⁴ Commissioner Beth Trombold also wrote: “Based on the forecasts submitted by the Company and evidence in the record, it is my clear expectation, just as it is Commissioner Haque’s, that the PPA rider approved today will result in a credit (i.e. benefit) to ratepayers over the next eight years.”⁵ Yet, the Coal Plant Charge was in effect for four years from 2016-2019 and AEP’s consumers have paid \$135 million in above-market costs during this period.⁶ No credits to consumers, just charges.

In a draft Audit Report reviewing the 2018-2019 costs, the PUCO Auditor initially concluded that “[t]herefore, keeping the plants running does not seem to be in the best interests of the ratepayers.”⁷ Unfortunately, the PUCO Staff wrote to the Auditor

⁴ *In the Matter of the Application Seeking Approval of Ohio Power Company’s Proposal to Enter into an Affiliate Purchase Power Agreement*, Case 14-1693-EL-RDR, Opinion and Order, Concurring Opinion of Chairman Haque at p. 5 (Mar. 31, 2016).

⁵ *Id.*, Concurring Opinion of Commissioner M. Beth Trombold at 2.

⁶ See footnotes 20 and 21, *infra*.

⁷ Direct Testimony of Michael P. Haugh (OCC Ex. 21), filed Dec. 29, 2021, Attachment MPH-3 at 1.

with “editorial suggestions” that “milder tone and intensity of language would be recommended.”⁸ The Staff’s “suggestions” favored AEP to the detriment of consumers.

II. GROUNDS FOR REHEARING

A. **Assignment of Error No. 1: The PUCO erred by approving AEP’s 2016-2017 Coal Plant Charges without holding a hearing, in violation of OCC’s due process rights and in violation of the PUCO’s prior precedent and *In re Application of Columbus S. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.**

The PUCO erred by not holding a hearing in this case, for two reasons. First, the PUCO granted a hearing in Case Nos. 18-1004-EL-RDR & 18-1759-EL-RDR (involving the prudence of AEP’s 2018-2019 Coal Plant Charge).

When a utility files an application to adjust a cost-based rider and orders an Audit Report to review the prudence of these costs, the PUCO’s precedent is to hold an evidentiary hearing to allow parties to present evidence on the prudence of the charges. For example, when the PUCO reviewed the prudence of AEP’s Coal Plant Charge for 2018-2019, it held an evidentiary hearing to review the prudence of those charges.⁹

The present case involves a review of the prudence of the Coal Plant Charge for 2016-2017. The issues in the present case are identical to the issues in the cases for review of the 2018-2019 costs. The PUCO therefore should have held an evidentiary hearing in this case on whether AEP and OVEC acted prudently in incurring \$60.9 million in above-market electricity costs, as it did in the cases for review of the 2018-2019 costs. The PUCO must respect the parties’ basic due process rights in PUCO

⁸ Case No. 18-1004-EL-RDR, OCC Exhibit 21 (Haugh Testimony), Attachment MPH-3.

⁹ *In the Matter of the Review of the Power Purchase Agreement Rider of the Ohio Power Company for 2018 and 2019*, Case Nos. 18-1004-EL-RDR & 18-1759-EL-RDR, Entry at ¶ 24 (Oct. 5, 2021).

proceedings.¹⁰ Under these circumstances, the PUCO violated the parties' due process rights by not holding a hearing as to whether the Coal Plant Charges were just and reasonable.

The Supreme Court has held that the PUCO may not lightly disregard its own precedent, stating that the PUCO must "respect its own precedents in its decisions to assure the predictability which is essential in all areas of the law, including administrative law."¹¹ Moreover, if the PUCO does abandon its own prior decision, it must explain why it does so.¹² Finally, the new course taken by the PUCO must be "substantively reasonable and lawful."¹³ At a minimum, the PUCO should have stated its reasons for not holding an evidentiary hearing in the present case even though it did so for the 2018-2019 costs.

A hearing would have allowed intervenors to ask the Auditor (Vantage) why it failed to criticize AEP's imprudent use of must-run commitments, which the other Auditor (London Economics) criticized in the 2018-2019 case. A hearing would have also allowed cross-examination of AEP employees as to what/if they took any actions to minimize the subsidy charges that consumers were required to pay.

The Request for Proposals ("RFP") the PUCO issued to hire an Auditor are essentially identical in the 2016-2017 case as compared to the 2018-2019 cases. In both instances, the RFP contained a section for "Deadlines and Deliverables" which provided:

¹⁰ *In re Application of FirstEnergy Advisors for Certification as a Competitive Retail Elec Serv. Power Broker & Aggregator*, Slip Opinion No. 2021-Ohio-3630.

¹¹ *In re Application of Columbus 5. Power Co*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655, 11 52 (citing *Cleveland Elec. Illum, Co. v. Pub. Util. Comm.*, 42 Ohio St.2d 403, 431, 330 N.E.2d 1 (1975).

¹² *Id.*

¹³ *Id.*

“The auditor shall present expert testimony during the course of any hearing at which the audit report is considered.”¹⁴ The PUCO erred by not holding a hearing to review the 2016-2017 costs and not issuing an order explaining why no hearing was held. The PUCO’s actions were inconsistent with the precedent set by holding a hearing for the 2018-2019 case but not the 2016-17 case.

Based on the foregoing, OCC respectfully requests that the PUCO vacate its Finding and Order in this case and schedule an evidentiary hearing on the prudence of AEP’s and OVEC’s actions that charged consumers \$60.9 million in above-market electricity costs.

B. Assignment of Error No. 2: The PUCO erred by failing to find that AEP acted imprudently by continuing to flow the OVEC subsidy costs through the Coal Plant Charge to consumers without using any competitive solicitation process to find a less expensive financial hedge and to mitigate the \$60.9 million in above-market costs resulting in unjust and unreasonable rates charged to consumers in violation of R.C. 4905.22.

The PUCO approved charges to consumers for OVEC through the Coal Plant Charge based on AEP’s projections that it would provide substantial credits to consumers. However, those projections were wrong. Indeed, the uncontroverted evidence is that due to the OVEC plants’ costs, the Coal Plant Charge has never resulted in a credit to consumers and is unlikely to do so in the future.¹⁵

AEP acted imprudently by not responding to changes in the market and taking action to mitigate subsidy charges to consumers through the Coal Plant Charge. Vantage,

¹⁴ Entry, Request for Proposal No. RA18-PPA-1 at 10 (Jun. 13, 2018). In this respect, the RFP was identical to the one issued in Case Nos. 18-1004-EL-RDR and 18-1759-EL-RDR. *See* Entry, Request for Proposal RA20-PPA-1 at 10 (Jan. 15, 2020).

¹⁵ *See e.g.*, OCC Ex. 14 (Glick Direct) at 10.

the Auditor in the present case, was lax in not addressing AEP's failure to mitigate these above-market costs. The PUCO's approval of the Coal Plant Charges resulted in unjust and unreasonable charges to consumers in violation of R.C. 4905.22.

A utility has a duty to continuously monitor market conditions and account for changing market conditions for its contracts. The Michigan Public Service Commission ("MPSC") recognized this principle in a recent case where the MPSC reviewed the reasonableness of OVEC's 2019 costs. The MPSC stated:

As the Commission stated in its December 9, 2020 order in Case No. U-20203; April 8 order; May 13 order; and June 23 order, while long-term contracts are encouraged, this does not absolve a utility from monitoring and responding to market conditions and system needs and making good faith efforts to manage existing contracts. As these orders state, such efforts may include meaningful attempts to renegotiate contract provisions to ensure continued value for ratepayers as market conditions change.¹⁶

Like the MPSC, the PUCO has held that a utility had a duty to monitor changing market conditions and manage its regulatory commitments accordingly.¹⁷ The PUCO ruling involved a disallowance of FirstEnergy's \$43 million purchase of renewable energy credits ("REC") due to FirstEnergy's failure to adjust its REC purchasing strategy in light of the fact that "FirstEnergy knew that, although the market was constrained and

¹⁶ *In the Matter of the Application of Indiana Michigan Power Company for Approval to Implement a Power Supply Cost Recovery Plan for the 12 Months Ending December 31, 2021*, Case No. U- 20804 at 19 (Mich. PSC) (Nov. 18, 2021).

¹⁷ *In the Matter of the Review of the Alternative Energy Rider Contained in the Tariffs of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company*, Case No. 11-5201-EL-RDR, Opinion and Order (Aug. 7, 2013), *reversed on other grounds*, in re Rev. of Alternative Energy Rider Contained in Tariffs of Ohio Edison Co., Slip Opinion No. 2018-Ohio-229.

illiquid at the time of the RFP, the market constraints were projected to be relieved in the near future.”¹⁸

AEP had a clear indication throughout 2016-2017 that the Coal Plant Charge was not performing as expected and AEP failed to do anything to respond to the existing market conditions by taking action to mitigate costs.¹⁹ Such cost mitigation efforts could have included re-negotiating the terms of the financial hedging mechanism. This would have been very easy for AEP to do because, after all, AEP only had to negotiate with itself – it owned the OVEC entitlement contained in the Coal Plant Charge. AEP also could have done a competitive bidding process to determine whether some other less costly physical or financial hedging mechanism existed. AEP failed to take any action to protect consumers against the \$60.9 million in above-market electricity costs. AEP did not consider consumers in these decisions only its own bottom line.

Based on the foregoing, AEP Ohio acted imprudently in failing to manage the Coal Plant Charge by responding to changing market conditions and taking action to mitigate costs. The PUCO should therefore have disallowed the 2016-2017 Coal Plant Charge costs in their entirety. The PUCO’s failure to do so was unjust and unreasonable in violation of R.C. 4905.22.

¹⁸ *Id.* at 25.

¹⁹ OCC Ex. 14, Direct Testimony of Devi Glick at 58:4 – 59:11 (Dec. 29, 2021); NRDC Ex. 1, Direct Testimony of Dr. Jeremy I. Fisher, PhD at 32:18 – 44:3 (Dec. 29, 2021); OMAEG Ex. 1, Direct Testimony of John Seryak at 14:5-9 (Dec. 29, 2021).

- C. **Assignment of Error No. 3: The PUCO erred by not disallowing the entire \$60.9 million collected from consumers under the Coal Plant Charge because the PUCO failed to follow its order approving the Coal Plant Charge which required the costs collected from consumers to be analyzed using the same standard as a Fuel Adjustment Clause review. And such above-market subsidy costs from an affiliate cannot be collected under a Fuel Adjustment Clause analysis. The PUCO's order therefore violates *In re Application of Columbus S. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.**

In its Opinion and Order in Case No. 14-1693-EL-RDR, the PUCO stated that the prudence review should follow the same type of analysis used in a Fuel Adjustment Clause analysis.²⁰ At that time, the Coal Plant Charge included both the OVEC plants and the other coal plants, which were later removed. When AEP changed the Coal Plant Charge to only include the OVEC plants, AEP argued that “in this context of approving an OVEC-only Coal Plant Charge on rehearing on that basis, the Company can agree that all of the other terms and conditions of the Amended Application, Stipulation, and Opinion and Order imposed on AEP shall also remain applicable even though the Affiliate PPA is not in effect.”²¹ Moreover, when the PUCO approved the OVEC-only Coal Plant Charge, it ruled that “The Commission’s modifications to the stipulation were fully explained in the PPA Order and were found necessary to enable us to determine that the stipulation, as modified, meets the three-part test.”²² The PUCO’s approval of the OVEC-only Coal Plant Charge on rehearing did not alter the requirement for the same type of prudence analysis used in a Fuel Adjustment Clause case. As a result, the PUCO should apply a Fuel Adjustment Clause analysis to the Coal Plant Charge costs. Under a

²⁰ *In the Matter of the Application Seeking Approval of Ohio Power Company’s Proposal to Enter into an Affiliate Power Purchase Agreement for Inclusion in the Power Purchase Agreement Rider*, Case No. 14-1693-EL-RDR, Opinion and Order at 86-89 (Mar. 31, 2016).

²¹ *Id.*, Application for Rehearing of Ohio Power Company at 6 (May 2, 2016).

²² *Id.*, Second Entry on Rehearing at 45 (Nov. 3, 2016).

traditional Fuel Adjustment Clause analysis, the PUCO would only allow “the purchasing utility to recover through the fuel adjustment clause the total energy charge for purchased power if that total charge is less than the fuel cost of self-generation.”²³ This is consistent with the PUCO’s prior orders in Fuel Adjustment Clause cases involving OVEC costs. For example, in a prior case involving Cincinnati Gas & Electric Company’s attempt to collect OVEC costs, the PUCO stated that: “The total purchase price per kilowatt hour must be less than the incremental fuel cost per kilowatt hour of the purchasing utility’s own generation which must be displaced by the purchase.”²⁴

Here the Coal Plant Charge costs were \$60.9 million above AEP’s cost of obtaining power from PJM (that is the cost of self-generation in the context of the Fuel Adjustment Clause), so the PUCO erred by not applying a Fuel Adjustment Clause analysis and disallowing the entire \$60.9 million above-market costs.

As noted earlier, the PUCO must “respect its own precedents in its decisions to assure the predictability which is essential in all areas of the law, including administrative law.”²⁵ The PUCO has a duty to explain its reasoning when it decides to abandon its prior rulings.²⁶ In addition, the PUCO’s new approach must be “substantively reasonable and lawful.”²⁷ Here the PUCO erred by not stating its reasoning for failing to apply a Fuel

²³ K. Duffy, *Electric Fuel Adjustment Clause Review in Ohio*, Akron Law Review, Vol. 12, Iss. 3 at 478-479 (Jul. 2015).

²⁴ *In re Cincinnati Gas & Electric Company Fuel Adjustment Clause*, 1983 Ohio PUC LEXIS 2 at 5.

²⁵ *In re Application of Columbus 5. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655, 11 52 (citing *Cleveland Elec. Illum. Co. v. Pub. Util. Comm.*, 42 Ohio St.2d 403, 431, 330 N.E.2d 1 (1975).

²⁶ *Id.*

²⁷ *Id.*

Adjustment Clause analysis, which it was compelled to do under its Order in Case No. 14-1693-EL-RDR.

D. Assignment of Error No. 4: The PUCO erred by failing to require AEP Ohio follow its settlement commitment to apply \$15 million in rate credits, as provided for in the PUCO's Order in Case No. 14-1693-EL-RDR. The PUCO's order therefore violates *In re Application of Columbus S. Power Co.*, 128 Ohio St.3d 512, 2011-Ohio-1788, 947 N.E.2d 655.

AEP Ohio originally agreed to pay consumers \$100 million in rate credits under the Coal Plant Charge; however, when the Coal Plant Charge was transformed to only include the OVEC plants, the amount of the rate credits was reduced to \$15 million.²⁸ The timing for the rate credits was explained in two different ways. On the one hand, the time was expressed in terms of specific dates beginning in Planning Year 2020/2021, while on the other hand, the timing was described as “[d]uring the last four years of the rider.”²⁹

The Rider PPA was originally contemplated to run until 2023/2024, but under H.B. 6, it was ended earlier than that and replaced by the Legacy Generation Rider beginning in 2020. As such, the “last four years of the rider” were 2016-2019.

It is a basic principle of contract interpretation that contracts are construed against the drafter. “[T]he rule is well established that where there is doubt or ambiguity in the language of a contract it will be construed strictly against the party who prepared

²⁸ *In the Matter of the Application Seeking Approval of Ohio Power Company's Proposal to Enter into an Affiliate Power Purchase Agreement for Inclusion in the Power Purchase Agreement Rider*, Case No. 14-1693-EL-RDR, Second Entry on Rehearing at 23-24 (Nov. 3, 2016).

²⁹ *Id.*, Joint Stipulation and Recommendation at 5 (Dec. 14, 2015).

it.³⁰ In other words, he who speaks must speak plainly or the other party may explain to his own advantage."³¹

AEP must be held to the interpretation of this provision that is most favorable to consumers. The \$15 million in rate credits therefore must be flowed through to consumers during the 2016-2019 time period (*i.e.*, “the last four years of the rider”). Not only should the PUCO disallow the entire \$60.9 million in above-market costs that AEP Ohio collected for 2016-2017, but also the PUCO should additionally require AEP Ohio to pay the \$15 million in rate credits to consumers.

III. CONCLUSION

The PUCO’s Finding and Order was unjust and unlawful as discussed above. Therefore, to protect consumers, the PUCO should grant rehearing and schedule an evidentiary hearing to review the prudence of AEP’s 2016-2017 Coal Plant Charge subsidy costs charged to consumers.

Respectfully submitted,

Bruce Weston (0016973)
Ohio Consumers’ Counsel

/s/ John Finnigan
John Finnigan (0018689)
Counsel of Record
Assistant Consumers’ Counsel

Office of the Ohio Consumers’ Counsel
65 East State Street, Suite 700
Columbus, Ohio 43215
Telephone: (614) 466-9585 (Finnigan)
john.finnigan@occ.ohio.gov
(willing to accept service by e-mail)

³⁰ *Smith v. Eliza Jennings Home* (1964), 176 Ohio St. 351.

³¹ *McKay Mach. Co. v. Rodman* (1967), 11 Ohio St.2d 77, 80.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application for Rehearing was served on the persons stated below via electronic transmission, this 20th day of May 2022.

/s/ John Finnigan

John Finnigan

Assistant Consumers' Counsel

The PUCO's e-filing system will electronically serve notice of the filing of this document on the following parties:

SERVICE LIST

werner.margard@ohioAGO.gov

Attorney Examiners:

sarah.parrot@puco.ohio.gov

greta.see@puco.ohio.gov

stnourse@aep.com

cblend@aep.com

mpritchard@mcneeslaw.com

fdarr@mcneeslaw.com

bojko@carpenterlipps.com

paul@carpenterlipps.com

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

5/20/2022 5:00:46 PM

in

Case No(s). 18-1003-EL-RDR

Summary: App for Rehearing Application for Rehearing by Office of the Ohio
Consumers' Counsel electronically filed by Ms. Alana M. Noward on behalf of
Finnigan, John