

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio)	
Power Company for Authority to Establish a)	
Standard Service Offer Pursuant to R.C.)	
4928.143 in the Form of an Electric Security	)	Case No. 23-0023-EL-SSO
Plan.)	

In the Matter of the Application of Ohio)	
Power Company for Approval of Certain)	
Accounting Authority.	)	Case No. 23-0024-EL-AAM
)	

**ONE ENERGY ENTERPRISES INC.’s MOTION TO ESTABLISH A
REASONABLE PROTECTIVE AGREEMENT**

One Energy Enterprises Inc. (“One Energy”) hereby moves the Attorney Examiner(s) to establish a reasonable Protective Agreement between One Energy and Ohio Power Company (“AEP-Ohio”) that can be used by One Energy for purposes of obtaining discovery responses that Ohio Power Company has designated as containing confidential, competitively-sensitive confidential, and/or restricted access confidential information.

To obtain access to AEP-Ohio’s discovery responses in this case, One Energy offered to enter into a protective agreement. In response to One Energy’s offer, AEP-Ohio proposed a protective agreement that contains provisions that unreasonably preclude One Energy, its employees and consultants from accessing information needed to evaluate AEP-Ohio’s proposals, claims and allegations in this case and to protect One Energy’s interests that may be affected by such proposals, claims and allegations.

One Energy has made good faith efforts to resolve the protective agreement dispute with AEP-Ohio and has informed AEP-Ohio of its concerns about the content of the protective agreement that AEP-Ohio has demanded One Energy sign before it fully responds to One Energy’s discovery

requests. In response to One Energy's good faith efforts, AEP-Ohio has refused to accommodate some of One Energy's key concerns, which are outlined in the Memorandum of Support below.

AEP-Ohio's refusal to revise its proposed protective agreement to accommodate One Energy's concerns has deprived One Energy, its employees, company officers, and experts of access to certain information that One Energy has requested access to in its First Set of Discovery Requests.

Accordingly, One Energy urges the Attorney Examiner(s) to intervene in this matter, to address AEP-Ohio's unreasonable demands regarding its proposed protective agreement and direct AEP-Ohio to execute a reasonable protective agreement (*see Exhibit A*) and provide One Energy, its employees, officers, and any experts with reasonable access to the information One Energy has properly requested through discovery. To accomplish this, One Energy respectfully requests that this Motion be ruled on expeditiously to avoid any further delays in the procedural schedule it needs to effectively prosecute its case moving forward.

A memorandum in support of this Motion is attached below.

[signature page follows]

Respectfully submitted on behalf of
ONE ENERGY ENTERPRISES INC.

/s/ Marion H. Little, Jr.

Marion H. Little, Jr. (0042679)

Christopher J. Hogan (0079829)

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**BEFORE
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In the Matter of the Application of Ohio) Power Company for Authority to Establish a) Standard Service Offer Pursuant to R.C.) 4928.143 in the Form of an Electric Security) Plan.)	Case No. 23-0023-EL-SSO
In the Matter of the Application of Ohio) Power Company for Approval of Certain) Accounting Authority.))	Case No. 23-0024-EL-AAM

**MEMORANDUM IN SUPPORT OF
MOTION TO ESTABLISH A REASONABLE PROTECTIVE AGREEMENT**

A. BACKGROUND

On June 5, 2023, One Energy Enterprises Inc. (“One Energy”) served its First Set of Discovery Requests (“Requests”) on Ohio Power Company (“AEP-Ohio” or “Company”). As part of its First Set of Discovery Requests, One Energy requested AEP-Ohio to produce certain documents. Upon receipt of One Energy’s Requests, AEP-Ohio did not seek a protective order. Rather, on June 19, 2023, AEP-Ohio responded to One Energy’s Requests refusing to provide responses based on, among other things, a claim that the information sought was one type or another of confidential information (*see Exhibit B*).

On June 20, 2023, in response to AEP-Ohio’s refusal to provide the requested responses, One Energy advised AEP-Ohio that One Energy was willing to execute a protective agreement and asked AEP-Ohio to provide such an agreement. AEP-Ohio did not quickly respond even though it was pushing parties to engage in settlement negotiations and protesting requested modifications of the procedural schedule. After a follow-up email from One Energy on June 28, 2023, AEP-Ohio

provided a proposed protective agreement *via* email on June 29, 2023. That proposed protective agreement sent by AEP-Ohio on June 29, 2023 is attached hereto as “Exhibit C.”

Upon review of AEP-Ohio’s June 29, 2023 protective agreement, One Energy identified unreasonable provisions in the protective agreement. More specifically and as explained further below, AEP-Ohio’s June 29, 2023 protective agreement contained language that effectively barred in-house counsel (which was later resolved), subject matter expert employees, officers, and One Energy’s witness who has filed direct expert testimony from accessing the requested discovery responses. AEP-Ohio’s June 29, 2023 protective agreement also contained language that permitted AEP-Ohio to unilaterally object to an individual before he/she can review certain information and impose long-drawn-out Commission-process to determine whether AEP-Ohio’s unilateral decision was reasonable and proper. This language potentially allows AEP-Ohio to stymie One Energy’s efforts to conduct a meaningful review of the requested discovery responses, conduct follow up discovery as warranted and most importantly evaluate the proposals, claims and allegations that AEP-Ohio has made and will continue to make in this proceeding.

On July 7, 2023, One Energy sent an email to AEP-Ohio with an attached revised version of AEP-Ohio’s June 29, 2023 protective agreement thereby identifying One Energy’s proposed language changes as well as comments that identified One Energy’s objections to language in such agreement. One Energy’s markup of AEP-Ohio’s June 29, 2023 protective agreement is attached hereto as Exhibit D. After additional communication by One Energy to AEP-Ohio on July 18, 2023 regarding One Energy’s proposed protective agreement changes and comments, AEP-Ohio responded (on July 19, 2023) largely refusing to address One Energy’s main concerns.

B. ONE ENERGY CONCERNS WITH PROPOSED PROTECTIVE AGREEMENT

The specific provisions in AEP-Ohio's June 29, 2023 proposed protective agreement that One Energy identified to AEP-Ohio as unreasonable per One Energy's markup (*see Exhibit D*) are summarized below:

I. Section 3 - Unreasonable Expert Witness Restriction

This proposed section materially inhibits One Energy's ability to meaningfully prepare for and participate in this proceeding. The language purports to preclude employee subject matter experts, officers of the company, and One Energy's expert witness from gaining access to the properly requested discovery response. For example, the AEP-Ohio insisted-upon protective agreement contains the following unreasonable language:

*"(3)(ii) [RESTRICTED ACCESS CONFIDENTIAL materials] shall be limited to ... Intervenor witness(es) that **are not** employees of Intervenor..."*

Mr. Jereme Kent is One Energy's expert witness in this proceeding, and he is employed by One Energy and is One Energy's Chief Executive Officer. The above-quoted language, if accepted by One Energy, would appear to preclude Mr. Kent from reviewing properly requested discovery responses because he is an employee of One Energy. When One Energy pointed this out to AEP-Ohio, it was not persuaded and provided a "we've done this before" type of response. This type of restriction is unacceptable and essentially blocks One Energy from fully informing its expert witness in this case. As a matter of policy, if an electric distribution utility has a way to withhold information from a party's expert witness due to its status as an employee, that would be detrimental to all future cases at the Commission.

II. Section 3 - Unreasonable and Vague CRES Related Restrictions

Section 3's restriction of any individual that may have knowledge related to CRES business activities is overly broad and fails to take into consideration the importance of the potential technical

expertise that is necessary in evaluating ESP proceedings. One Energy specifically asked AEP-Ohio why an individual familiar with a One Energy subsidiary's broker activities would be an issue, AEP-Ohio failed to provide a sufficient reason and/or response. One Energy made an effort to compromise with AEP-Ohio in its markup of AEP-Ohio's June 29, 2023 protective agreement by proposing to distinguish broker activities from other CRES activities, but that was denied by the Company. Considering that One Energy is willing to sign an agreement that specifically limits the way it can review and use confidential information, these restrictions are unreasonable and unnecessary.

III. Section 3 - Unilateral Control

AEP-Ohio's June 29, 2023 protective agreement also contained language that permitted AEP-Ohio to unilaterally object to an individual before he/she can review certain information and impose a long-drawn-out Commission-process. As mentioned, this language potentially allows AEP-Ohio to stymie One Energy efforts to conduct a meaningful review of the requested discovery responses, conduct follow up discovery as warranted and most importantly evaluate the proposals, claims and allegations that AEP-Ohio has made and will continue to make in this proceeding. This process goes directly against Commission rules that strive to keep the Commission out of such discovery disputes.¹

C. CONCLUSION

Attorney Examiners have intervened in past disputes related to protective agreements.² They also have the authority to rule on procedural motions or other procedural matters under Ohio Adm. Code §4901-1-14. Therefore, given AEP-Ohio's resistance to One Energy's reasonable requests related to the proposed protective agreement, the Attorney Examiner(s) should intervene in this

¹ Ohio Administrative Code Section 4901-1-16 (A)

² See Case No. 07-760-TP-BLS, Entry (August 10, 2007)

matter and rule that AEP-Ohio must sign an alternative Protective Agreement in order to allow One Energy to obtain information that the Company seeks to protect for purposes of this proceeding. One Energy's recommended Protective Agreement is based on a revised version of AEP Ohio's proposed protective agreement and is attached as "Exhibit A." One Energy respectfully urges the Attorney Examiner(s) to rule expeditiously in its favor and direct AEP-Ohio to execute the protective agreement in Exhibit A to provide One Energy with access to certain confidential information.

[signature page follows]

Respectfully submitted on behalf of
ONE ENERGY ENTERPRISES INC.

/s/ Marion H. Little, Jr.

Marion H. Little, Jr. (0042679)

Christopher J. Hogan (0079829)

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Email: ktreadway@oneenergylc.com;

jdunn@oneenergylc.com

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 Motion To Establish A Reasonable Protective Agreement was served upon the parties of record listed below this 31st day of July 2023 *via* electronic mail.

/s/ Marion H. Little, Jr.

Marion H. Little, Jr. (0042679)

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Ohio Power Company for Authority to)	
Establish a Standard Service Offer	)	Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)	
in the Form of an Electric Security Plan)	

In the Matter of the Application of)	
Ohio Power Company for Approval of	)	Case No. 23-24-EL-AAM
Certain Accounting Authority)	

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into by and between Ohio Power Company (OP), also referred to as the “Company” or “AEP Ohio,” and One Energy Enterprises Inc. (referred to as “Intervenor”). This Agreement is designed to facilitate and expedite the exchange with Intervenor of information in the discovery process in this proceeding, as “the Proceedings” is defined herein. It reflects agreement as to the manner in which “Protected Materials,” as defined herein, are to be treated in this Proceeding. This Agreement is not intended to constitute any resolution of the merits concerning the confidentiality of any of the Protected Materials.

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, the Company in connection with the above-captioned cases including any appeals therefrom and remands (“the Proceedings”). Notwithstanding any order terminating the Proceedings, this Agreement shall remain in effect until specifically modified or terminated by the Public Utilities Commission of Ohio (Commission).

2. “Authorized Representative” shall mean a person who has signed any of the attached Non-Disclosure Certificates Attachment A (applicable to CONFIDENTIAL Protected



Materials), and Attachment B (applicable to COMPETITIVELY-SENSITIVE CONFIDENTIAL) and/or Attachment C (applicable to RESTRICTED ACCESS CONFIDENTIAL Protected Materials) and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, officers, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee of Intervenor involved in Proceedings on behalf of Intervenor including any expert or employee of an expert retained by Intervenor to the Proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

3. “Protected Materials” are materials designated as “CONFIDENTIAL”, “COMPETITIVELY-SENSITIVE CONFIDENTIAL”, “RESTRICTED ACCESS CONFIDENTIAL” or with words of similar import by Company which customarily are treated by Company as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Company to risk of competitive disadvantage or other business injury. This includes, but is not limited to, materials meeting the definition of “trade secret” under Ohio law. Protected Materials shall not include (a) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (b) information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement or in violation of a similar agreement executed by Company in this proceeding. Notwithstanding other provisions of this Agreement that permit any Authorized Representative to access Protected Materials, Intervenor’s access to the subset of Protected Materials that are labeled by the Company as “COMPETITIVELY-SENSITIVE CONFIDENTIAL” or with words

of similar import will be strictly limited to the following Authorized Representatives: (i) Intervenor's legal counsel that have made an appearance for purposes of advancing Intervenor's interest in this Proceeding, (ii) non-employee Intervenor witness(es) and support staff, (iii) employee Intervenor witness(es) and support staff and (iv) company officers who are evaluating and/or testifying to matters that advance Intervenor's interest in this Proceeding. The Authorized Representatives identified in (i), (ii), (iii), and (iv) including both outside counsel and in house counsel, will ensure that persons involved with the CRES-related business activities, excluding broker-related services, are not permitted to access COMPETITIVELY-SENSITIVE CONFIDENTIAL materials. Further, certain Protected Materials may be designated and conspicuously marked as "RESTRICTED ACCESS CONFIDENTIAL" where counsel for the producing party in good faith determines that such Protected Materials are highly sensitive and could cause significant damage to the producing party or other parties if made available to individuals that have influence or knowledge about the CRES-related business activities, excluding broker-related services, of Intervenor. Such RESTRICTED ACCESS CONFIDENTIAL materials are subject to all of the obligations listed above for COMPETITIVELY-SENSITIVE CONFIDENTIAL materials, except that these additional restrictions shall also apply: (i) RESTRICTED ACCESS CONFIDENTIAL materials shall not be copied, replicated or electronically transmitted, including notes, (ii) shall be limited to legal counsel that have made an appearance for purposes of advancing Intervenor's interest in this Proceeding, Intervenor witness(es) and company officers, and outside counsel's support staff; and (iii) counsel for the receiving party must create and maintain a written log of all persons accessing RESTRICTED ACCESS CONFIDENTIAL materials including the name and title. A copy of each Amended Non-Disclosure Certificate for Protected Materials designated as

CONFIDENTIAL, COMPETITIVELY-SENSITIVE CONFIDENTIAL or RESTRICTED ACCESS CONFIDENTIAL shall be provided to the other Party at least three business days prior to disclosure of any Protected Materials to an Authorized Representative.

4. “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided otherwise in this Agreement.

5. Protected Materials shall be made available under the terms of this Agreement only to Intervenor for this Proceeding and only by provision of the Protected Materials to its Authorized Representatives.

6. Protected Materials shall remain available to Intervenor until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Company, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7, below. Within such time period, Intervenor, if requested to do so, shall also submit to Company an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order.

7. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and by the Authorized Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Except as set forth in paragraph 3 of this Agreement, Authorized Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor of the Company a commercial advantage.

8. In the event that Intervenor wishes to designate as an Authorized Representative a person not described in Paragraph 2 above, Intervenor shall seek agreement from the Company. If agreement is reached, that person shall become an Authorized Representative. If no agreement is reached, Intervenor shall submit the disputed designation to the Attorney Examiner for resolution.

9. An Authorized Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials unless that Authorized Representative has first executed the attached Non-Disclosure Certificate. Attorneys qualified as Authorized Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall

be provided to the Company prior to disclosure of any Protected Material to an Authorized Representative.

10. An Authorized Representative may disclose Protected Materials to another Authorized Representative (for the same Intervenor) as long as the disclosing Authorized Representative and the receiving Authorized Representative have both executed the appropriate Non-Disclosure Certificate(s) and are permitted to access the same designations of confidentiality set forth in Paragraph 3 of this Agreement. In the event that any Authorized Representative to whom the Protected Materials are disclosed ceases to be engaged in these Proceedings, access to Protected Materials by that person shall be terminated and such person must promptly return Protected Materials in his or her possession to another Authorized Representative of Intervenor. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate. Intervenor and Authorized Representatives are prohibited from disclosing Protected Materials to another Party or that Party's Authorized Representatives, regardless of whether that Party has also signed a Protective Agreement with the Company in these Proceedings.

11. Consistent with the terms of this Agreement, Intervenor shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected materials, shall be filed and served in compliance with the applicable procedures for

filing confidential information in this proceeding. If Intervenor seeks to make use of or reference to Protected Materials, it must do so under seal as required by the Commission's regulations.

13. If Intervenor desires to include, utilize, or refer to any Protected Materials or information derived therefrom in testimony or exhibits during the hearing in these Proceedings in such a manner that might require disclosure of such material to persons other than Authorized Representatives, such participant shall first notify both counsel for the Company and the Attorney Examiner of such desire, identifying with particularity each of the Protected Materials, at least 10 business days in advance. Thereafter, use of the so-identified Protected Materials will be governed by procedures determined by the Attorney Examiner. Until such a ruling Intervenor must maintain confidentiality of the Protected Materials until the Parties or the Attorney Examiner decides otherwise.

14. Nothing in this Agreement shall be construed as precluding the Company from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Agreement shall preclude Intervenor from requesting that the Attorney Examiner, Commission or any other body having appropriate authority, to find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any Protected Materials as Protected Materials under this Agreement until the Attorney Examiner or Commission issues a ruling that such materials should not be designated as Protected Materials. Neither the Company nor Intervenor waives its rights to seek additional administrative or judicial remedies after the Attorney Examiner's decision respecting Protected Materials or Authorized Representatives, or the Commission's denial of any appeal thereof.

16. Nothing in this Agreement shall be deemed to preclude the parties from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

17. Neither the Company nor Intervenor waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

18. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Order and shall be used only in connection with this proceeding.

18. Failure to abide by any of the terms of this Agreement shall be determined to be a breach that is enforceable at the Public Utilities Commission of Ohio or a court of competent jurisdiction. AEP Ohio has sole discretion to seek legal and/or equitable remedies, including but not limited to, monetary damages, sanctions, and/or the exclusion of using or otherwise introducing any information that was the subject of the breach.

20. This Agreement represents the entire understanding of the parties with respect to Protected Materials and supersedes all other understandings, written or oral, with respect to the Protected Materials. No amendment, modification, or waiver of any provision of this Agreement is valid, unless in writing signed by both Parties.

21. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

BY: One Energy Enterprises Inc.

Counsel

Date

BY: Ohio Power Company

/s/ Michael J. Schuler
Counsel

June 29, 2023
Date

Attachment A

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Ohio Power Company for Authority to)
Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of this proceeding.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

Attachment B

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
COMPETITIVELY SENSITIVE CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to COMPETITIVELY-SENSITIVE CONFIDENTIAL Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of the Proceedings.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

Attachment C

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

§In the Matter of the Application of)
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Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
RESTRICTED ACCESS CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to RESTRICTED ACCESS CONFIDENTIAL Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of the Proceedings.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-001 Admit that OPCo has required and is requiring some non-residential customers to execute a "Letter of Agreement" before OPCo will commence efforts to satisfy a new service request.

RESPONSE

AEP Ohio objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects that the request is overbroad and unduly burdensome as it is not limited in time or scope. The Company further objects that the request is vague and undefined; specifically the phrase "Letter of Agreement" and is unable to answer the question without further definition and/or clarification. For these reasons, the request for admission as proposed is denied.

Prepared by:

Counsel



**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-002 Admit that OPCo must file schedules with the Commission showing all rates, classifications and charges for every kind of service as well as all the rules and regulations affecting such service (R.C. 4905.30).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes R.C. 4905.30 or applies it out of context. The Company further objects that Title 49, including R.C. 4905.30, and the related Ohio Administrative Code provisions speak for themselves. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-003 Admit that current annual Distribution Investment Rider ("DIR") revenue cap (inclusive of "customer driven investment) is \$54 million (see Witness Kraft testimony at P. 3 & 21).

RESPONSE

AEP Ohio objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects to the extent the request mischaracterizes filed testimony. Without waiving these objections or any general objections the Company may have, as proposed, the Company states as follows. The Company denies this request or admission.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-004 Admit that OPCo must provide noncompetitive retail electric distribution service pursuant to a schedule that is consistent with the state policy in R. C. 4928.02 and filed with the Commission under R. C. 4909.18.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the various provisions in Title 49 speak for themselves. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-005 Admit that for any service rendered or to be rendered, OPCo may not charge, demand, receive or collect a rate or charge or impose rules or regulations affecting such service except as specified in its schedule filed with the Commission (R.C. 4905.32).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes R.C. 4905.32 or applies it out of context. The Company further objects that Title 49, including R.C. 405.32, and the related Ohio Administrative Code provisions speak for themselves. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-006 Admit that OPCo is subject to standards and rules regarding rates, service terms and conditions, service quality, and the provision of distribution and transmission facilities required to meet the retail electric service needs of existing, new, and expanding customers located within its certified service area.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that Title 49 and the related Ohio Administrative Code provisions speak for themselves. Without waiving these objections or any general objections the Company may have, as proposed, the Company states as follows. AEP Ohio admits that it is subject to laws and requirements set forth in Title 49 of the Revised Code as well as the related Ohio Administrative Code provisions, and Commission rulings. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-007 Admit that OPco must extend adequate distribution and transmission facilities to meet the retail electric service needs of new and existing customers located within its certified service area in accordance with applicable requirements including those found at OPco's Original Sheets No. 103-4, 103-5 and 103-6 within OPco's schedule on file with the Commission, R.C. 4928.02 (Ohio's state electricity policy), R.C. 4928.15 and the provisions of Ohio Administrative Code (O.A.C.) such as 4901:1-9-07.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the various provisions in Title 49 speak for themselves. Without waiving these objections or any general objections the Company may have, as proposed, the Company states as follows. AEP Ohio admits that it is subject to laws and requirements set forth in Title 49 of the Revised Code as well as the related Ohio Administrative Code provisions, tariffs and Commission rulings. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-008 Admit that OPCo's Original Sheet No. 103-5, Section 10 (Extension of Local Facilities) requires OPCo to "...construct suitable electric transmission and distribution facilities under this line extension policy to serve customer premises when the customer cannot be served from existing electrical facilities."

RESPONSE

AEP Ohio objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or only selectively quotes an incomplete portion of Original Sheet No. 103-5, Section 10 of AEP Ohio's current tariffs. The Company further objects that Original Sheet No. 103-5, Section 10 speaks for itself. Without waiving these objections or any general objections the Company may have, as proposed, the Company states as follows. AEP Ohio admits that it is subject to laws and requirements set forth in Title 49 of the Revised Code as well as the related Ohio Administrative Code provisions, tariffs and Commission rulings. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-009 Admit that Original Sheet No. 103-5, Section 10 requires OPCo to determine the modifications to the transmission and/or distribution facilities required to provide a "basic service plan," which consists of a "least cost line extension plan" using "sound engineering practices" to serve the customer's load and to "...exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate" that includes detailed and itemized projected expenditures.

RESPONSE

AEP Ohio objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or only selectively quotes an incomplete portion of Original Sheet No. 103-5, Section 10 of AEP Ohio's current tariffs or applies it out of context. The Company further objects that Original Sheet No. 103-5, Section 10 speaks for itself. Without waiving these objections or any general objections the Company may have, as proposed, the Company states as follows. AEP Ohio admits that it is subject to laws and requirements set forth in Title 49 of the Revised Code as well as the related Ohio Administrative Code provisions, tariffs and Commission rulings. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-010 Admit that OPCo cannot condition its obligation to provide adequate facilities and service to existing or new customers by imposing demands on such customers that are not authorized by the Commission.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company denies the request for admission as proposed.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-011 Admit that the Letter of Agreement attached hereto in Appendix A is an example of a Letter of Agreement that OPCo has required or is requiring some non-residential customers to execute prior to acting on such customers new service requests.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects that it is unable to answer the question because Appendix A to this discovery does not contain a full unredacted version of the letter. For these reasons, the request for admission as proposed is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-012 Admit that the Letter of Agreement form attached hereto in Appendix A was prepared by Ms. Adrea Kisch, Assistant General Counsel, as the subject matter expert for such Letters of Agreement and to obligate retail customers to provide full credit support for the total cost of new facilities installed to provide service to such customers.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects that it is unable to answer the question because Appendix A to this discovery does not contain a full unredacted version of the letter. Without waiving these objections or any general objections the Company may have, as proposed, the Company states as follows. Further, no AEP Assistant General Counsel is named "Adrea Kisch." To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-013 Admit that OPCo or affiliates is requiring some retail customers seeking new service to complete and submit information called for by a form prepared by "AEP Transmission subject matter experts" (see AEP Transmission System - "Rev. 3 Transmission Connection Requirements" effective June 30, 2021).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-014 Admit that before a new servicer request by some or all customers will be processed by OPCo, the form associated with AEP Transmission System - "Rev. 3 Transmission Connection Requirements" effective June 30, 2021, or successors, must be completed.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. The Company further objects to the vagueness of an unknown "successor" form being used in the future. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-015 Admit that OPGCo's requirement that customers seeking new service at 138 kV to comply with American Electric Power's Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System is not identified in OPGCo's schedule on file with the Commission.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that the request seeks information that is not relevant or likely to lead to the discovery of admissible information because it is beyond the scope of this matter. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-016 Admit that OPCo is obtaining recovery of costs incurred to satisfy new service requests (which OPCo describes as “obligation to serve” or “customer driven” investment – see Direct Testimony of Witness Mayhan’s at page 17 for example), at least in part, from revenue billed and collected through OPCo’s Distribution Investment Rider (DIR).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes AEP Ohio witness Mayhan’s testimony. The Company further objects that AEP Ohio witness Mayhan’s testimony speaks for itself. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-017 Admit that OPCo's recovery of costs incurred to satisfy new service requests (which OPCo describes as "obligation to serve" or "customer driven" investment – see Direct Testimony of Witness Mayhan's at page 17 for example), at least in part, through OPCo's Distribution Investment Rider (DIR) has reduced the funding available to OPCo for distribution service-reliability investment.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes AEP Ohio witness Mayhan's testimony or applies it out of context. The Company further objects that AEP Ohio witness Mayhan's testimony speaks for itself. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-018 Admit that because OPCo has prioritized customers' new service request work, OPCo has shifted funding away from reliability-based projects (see Witness Mayhan's direct testimony at page 17).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes AEP Ohio witness Mayhan's testimony or applies it out of context. The Company further objects that AEP Ohio witness Mayhan's testimony speaks for itself. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-019 Admit that the direct testimony of OPCo's ESP V Witness Kraft (at page 3) states that customer driven or "obligation to serve" projects include "...capacity additions necessary for system improvement to serve new load, customer service work for new customer service lines or repair or upgrades to existing lines, third-party work requests to accommodate customers or developers on changes to the distribution or customer service lines, and public project relocations necessary to accommodate government infrastructure changes."

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes AEP Ohio witness Kratt's testimony or applies it out of context (and that there is no witness "Kraft" in this case). The Company further objects that AEP Ohio witness Kratt's testimony speaks for itself. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-020 Admit that O.A.C. 4901:1-9-07(E)(3) states that "[l]ine extension costs and the recovery of such costs shall not be included in the recovery of any costs associated with infrastructure and modernization of the electric utility's distribution system for which the electric utility may seek recovery under division (B)(2)(h) of Section 4928.143 of the Revised Code.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the provisions of the Ohio Revised Code and Ohio Administrative Code provisions speak for themselves. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-021 Admit that O.A.C. 4901:1-9-07 (E) states that all line extension costs other than those that may be recovered, in part, by a proper CIAC, "...are eligible for recovery in the next distribution rate proceeding in accordance with traditional ratemaking standards."

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the provisions of the Ohio Revised Code and Ohio Administrative Code provisions speak for themselves. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-022 Admit that the distribution service schedule that OPCo is required to have on file with the Commission must obligate OPCo to build distribution facilities when necessary to provide adequate distribution service. (R.C. 4928.15)

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes R.C. 4928.15 or applies it out of context. The Company further objects that Title 49, including R.C. 4928.15 speaks for itself. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY’S RESPONSE TO
ONE ENERGY ENTERPRISES, INC’S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-023 Admit that after OE Mining LLC (“OEM”), a subsidiary of One Energy and a customer of OPCo, executed, on or about June 10, 2022, a Letter of Agreement and Contribution in Aid of Construction Contract which caused OEM to pay \$ 297,221 before OPCo would commence work to satisfy OEM’s new service request for up-to 30 MW from existing facilities, OPCo demanded, subsequent to the commencement of construction, that OEM agree to pay an additional amount to avoid OPCo stopping the work required to complete such new service request.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the incomplete hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects because the question is unintelligible. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-024 Admit that O.A.C. 4901:1-36-04(B) states that OPco's transmission cost recovery rider shall be avoidable by all customers who choose alternative generation suppliers.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes O.A.C. 4901:1-36-04(B) or applies it out of context. The Company further objects that Ohio Administrative Code provisions speak for themselves. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-025 Admit that OPCo's schedule on file with the Commission, Original Sheet 103-1, provides that customers may request and obtain only distribution service from OPCo.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. Distribution service is a noncompetitive service in accordance with R.C. 4933.82. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-026 Admit that OPco's schedule on file with the Commission, Original Sheet 103-1, Paragraph 30, provides that: OPco shall make transmission service available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission; CRES Providers may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff; and that PJM Interconnection LLC is currently the Transmission Provider for retail customers served by OPco.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. The Company further objects that the request inaccurately and/or incorrectly quotes Sheet 103-1 or applies it out of context. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-027 Admit that the vendors that monetize retail customers' demand response through PJM Interconnect are engaged in providing a competitive retail electric service in Ohio.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-028 Admit that a microgrid is a local electric power and energy system that can operate independently (also referred to as islanding) or in conjunction with OPCo's electric system (see Witness Garrett's testimony at page 8-9).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-029 Admit that microgrids providing capacity or energy service to retail electric customers may include energy storage systems, solar arrays, wind turbines or gas-fired generators that can supplement the energy and capacity provided by storage systems when the microgrid is islanded so that electric service to the customer's critical facilities can be maintained during an outage on OPCo's power and energy system.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-030 Admit that pursuant to Federal energy Regulatory Commission ("FERC") Order 2222 a distributed energy resource ("DER") refers to any resource located on the distribution system, any subsystem thereof or behind a customer meter, which may include, but not limited to, electric storage resources, distributed generation, demand response, energy efficiency, thermal storage, and electric vehicles and their supply equipment (see Witness Garrett testimony at page 3).

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-031 Admit that pursuant to FERC Order 2222, a DER aggregator is an entity that aggregates one or more DERs for purposes of direct participation in the capacity, energy and ancillary service markets of regional transmission operators and independent system operators.

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-032 Admit that pursuant to FERC Order 2222 many DERs can be combined or aggregated into a single virtual resource.

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request calls for a legal conclusion and is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-033 Admit that it is important for OPCo to offer opportunities for the DERs (aggregated or individual) to compliment OPCo's reliability enhancement efforts and investments.

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-034 Admit that OPCo is responsible for designing, building, managing and maintaining an electric system to serve the needs of all customers within its service area including retail electric service customer and competitive retail electric service providers.

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects because it is unable to fully answer the hypothetical question posed in the absence of all of the pertinent assumptions and fact/circumstances that apply to the hypothetical scenario. The Company further objects that this request is not an appropriate request for admission pursuant to Ohio Adm. Code 4901-1-22. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-035 Admit that OPCo's proposed EE Program is intended to support and complement the market (see Witness Billing Testimony at page 17).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that the request inaccurately and/or incorrectly quotes AEP Ohio witness Billing's testimony. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. AEP Ohio witness Billings does explain that the EE Plan supports the market and is complimentary to it. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-036 Admit that OPCo's proposed EE Program is intended to reduce demand during PJM critical peaks (see Witness Billing's testimony at pages 5-6).

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. The Company further objects that the request inaccurately and/or incorrectly quotes AEP Ohio witness Billing's testimony. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. AEP Ohio witness Billing does explain that the EE Plan supports the reduction of peak demand. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-037 Admit that the distribution service billing demand provisions in OPCo's current retail electric service customer schedules on file with the Commission and applicable to non-residential customers do not signal customers to reduce demand during PJM critical peaks.

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-038 Admit that the distribution service billing demand provisions in OPCo's current retail electric service customer schedules on file with the Commission and applicable to non-residential customers do not signal customers to reduce demand during OPCo distribution system critical peaks.

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. To the extent a further response is required, the request is denied.

Prepared by:
Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR ADMISSIONS

OEE-RFA-01-039 Admit that shifting retail customer load to benefit the grid and retail customers involves providing retail customers with proper price signals (see Witness James testimony at page 14).

RESPONSE

The Company objects to this request as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. AEP Ohio further objects to the form of the question as this request is vague, undefined, overbroad, and/or unduly burdensome. To the extent a further response is required, the request is denied.

Prepared by:

Counsel

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

INTERROGATORY

OEE-INT-01-001 Has OPCo conducted or relied upon any studies or analysis that attempt to identify the potential reliability enhancement associated with distribution service rate schedule billing demand provisions that use a retail customer's demand at the time of critical distribution system peaks to establish the customer's distribution service billing demand?

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company also objects to a request to identify all supporting analyses, to the extent such analyses are not documented and cannot be discovered through an interrogatory or request for production. The Company objects to this request seeking a narrative answer that includes an array of details or outlines of evidence, which can be more efficiently answered through production of documents or taking of depositions. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. The Company has not performed a separate or distinct scientific study that supports the proposition being discussed. But the Company maintains that its position is just and reasonable and is adequately supported and explained in testimony.

Prepared by:

Counsel
Curtis M. Heitkamp

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

INTERROGATORY

OEE-INT-01-002 Has OPCo conducted or relied upon any studies or analysis that attempt to identify the potential avoided cost resulting from distribution service billing demand provisions that use a retail customer's demand at the time of critical distribution system peaks to establish the customer's distribution service billing demand?

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company also objects to a request to identify all supporting analyses, to the extent such analyses are not documented and cannot be discovered through an interrogatory or request for production. The Company objects to this request seeking a narrative answer that includes an array of details or outlines of evidence, which can be more efficiently answered through production of documents or taking of depositions. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. The Company has not performed a separate or distinct scientific study that supports the proposition being discussed. But the Company maintains that its position is just and reasonable and is adequately supported and explained in testimony.

Prepared by:

Counsel
Curtis M. Heitkamp

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

INTERROGATORY

OEE-INT-01-003 Has OPCo conducted or relied upon any studies or analysis that attempt to identify the potential reliability enhancement associated with transmission service billing demand provisions that use a retail customer's demand at the time of the applicable zonal transmission network service peak to establish the customer's billing demand?

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company also objects to a request to identify all supporting analyses, to the extent such analyses are not documented and cannot be discovered through an interrogatory or request for production. The Company objects to this request seeking a narrative answer that includes an array of details or outlines of evidence, which can be more efficiently answered through production of documents or taking of depositions. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. The Company has not performed a separate or distinct scientific study that supports the proposition being discussed. But the Company maintains that its position is just and reasonable and is adequately supported and explained in testimony.

Prepared by:

Counsel
Curtis M. Heitkamp

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

INTERROGATORY

OEE-INT-01-004 Has OPCo conducted or relied upon any studies or analysis that attempt to identify the potential avoided cost associated with transmission service billing demand provisions that use a retail customer's demand at the time of the applicable zonal transmission network service peak to establish the customer's billing demand?

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company also objects to a request to identify all supporting analyses, to the extent such analyses are not documented and cannot be discovered through an interrogatory or request for production. The Company objects to this request seeking a narrative answer that includes an array of details or outlines of evidence, which can be more efficiently answered through production of documents or taking of depositions. Without waiving the foregoing objection(s) or any general objection the Company may have, the Company states as follows. The Company has not performed a separate or distinct scientific study that supports the proposition being discussed. But the Company maintains that its position is just and reasonable and is adequately supported and explained in testimony.

Prepared by:

Counsel
Curtis M. Heitkamp

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-001 For any Interrogatory to which OPCo has responded yes, provide the studies or analysis which OPCo conducted or relied upon.

RESPONSE

AEP Ohio objects to the form of the question as this request is vague, overbroad and would be unduly burdensome provide. Without waiving these objections or any general objections the Company may have, the Company states as follows. Please see the documents provided in response to the foregoing discovery requests. Beyond that, the Company did not locate any responsive documents after a good faith search.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-002

Please produce copies of all data requests, information requests, interrogatories, requests for admissions, or other discovery requests served upon OPCo in the above captioned matters by the PUCO Staff. This request is continuing.

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. To the extent required by the Ohio Administrative Code, the Company will serve responses to discovery requests and data requests. Any confidential responses will be provided only after execution of an appropriate protective agreement.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-003

Please produce copies of all objections, responses, attachments, and other documents served or provided by OPCo in response to any PUCO Staff data requests, information requests, interrogatories, requests for admissions, or other discovery requests in the above captioned matters. This request is continuing.

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. To the extent required by the Ohio Administrative Code, the Company will serve responses to discovery requests and data requests. Any confidential responses will be provided only after execution of an appropriate protective agreement.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-004

Please produce copies of all data requests, information requests, interrogatories, requests for admissions, or other discovery requests served upon OPCo in the above captioned matters by any intervening party. This request is continuing.

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. To the extent required by the Ohio Administrative Code, the Company will serve responses to discovery requests and data requests. Any confidential responses will be provided only after execution of an appropriate protective agreement.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-005

Please produce copies of all objections, responses, attachments, and other documents served or provided by OPCo in response to any intervening party's data requests, information requests, interrogatories, requests for admissions, or other discovery requests in the above captioned matters. This request is continuing.

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. To the extent required by the Ohio Administrative Code, the Company will serve responses to discovery requests and data requests. Any confidential responses will be provided only after execution of an appropriate protective agreement.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-006 Please produce electronic copies of all of OPCo's work papers filed in support of the Application or the Testimony in their native format (e.g., as an Excel spreadsheet).

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. Without waiving the foregoing objection or any general objections the Company may have, see OMAEG-RFP-01-005 Attachments 1 through 4 for the Company's workpapers filed as part of this proceeding.

**OHIO POWER COMPANY'S RESPONSE TO
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DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-007

Please produce electronic copies of all exhibits and/or schedules to the Application or the Testimony in their native format (e.g., as an Excel spreadsheet).

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. Without waiving the foregoing objection or any general objections the Company may have, the Company's workpapers are responsive to this request and will be produced. Any confidential documents will be provided only after execution of an appropriate protective agreement.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
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FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-008 Please produce copies of any and all documents analyzing the impact of any rate changes set forth in the Application or the Testimony on distributed generation resources. If no such analysis has been conducted as of the date of OPCo's response, please state that.

RESPONSE

The Company objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. Without waiving the foregoing objection or any general objections the Company may have, the Company states as follows. No such analysis has been conducted as of the date of this response.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-009 Please produce copies of all submissions and/or applications to the OPCo and/or AEP Ohio's new business portal for data centers or digital currency mining since 1/1/2020.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-010 Please produce copies of all submissions and/or applications to the OP Co and/or AEP Ohio's new business portal for projects greater than 10MW since 1/1/20/20.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-011 Please produce copies of all electronic mail in the possession of Mr. Kyle Vanderhoff, and/or all electronic mail sent by an OPCo and/or AEP Ohio system to Mr. Kyle Vanderhoff, that relate to new or existing digital currency or data center facilities in Ohio.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-012 Please produce copies of all electronic mail in the possession of Mr. Corey Cottrell relating to new transmission service requests for End Use Customers ("EUCs") in Ohio since 1/1/2020.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
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REQUEST FOR PRODUCTION

OEE-RPD-01-013 Please produce all Letter of Agreements ("LOAs") and Contribution In Aid of Construction ("CIAC") agreements relating to new or improved service requests signed by OPco and/or AEP Ohio in excess of \$100,000 or 5MW for locations in Ohio since 1/1/2020.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
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FIRST SET**

REQUEST FOR PRODUCTION

OEE-RPD-01-014 Please produce copies of all forms of LOA and CIAC agreements signed by OPCo for any EUC used since 1/1/2020.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
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REQUEST FOR PRODUCTION

OEE-RPD-01-015 Please provide copies of and all documents related to all final billed amounts under any LOA / CIAC agreements for any new EUC service as well as the corresponding original estimate for the work under the LOA / CIAC since 1/1/2020. In the alternative, please provide a spreadsheet that compares initial estimated costs to actual billed costs for work completed under LOA/CIAC's since 1/1/2020.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
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PUCO CASE 23-0023-EL-SSO
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REQUEST FOR PRODUCTION

OEE-RPD-01-016 Please provide all LOA / CIAC agreement amendments signed by the OPCo with a EUC since 1/1/2020.

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome. The Company further objects to a customer requesting customer service information and/or competitive information relating to another customer.

**OHIO POWER COMPANY'S RESPONSE TO
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REQUEST FOR PRODUCTION

OEE-RPD-01-017 Provide all OPCo emails that contain the following phrases "Jereme Kent", "One Energy" "One Energy Mining", "Findlay AND mining".

RESPONSE

The Company objects to the extent the request seeks information which is outside the scope of the case and is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The Company further objects to the form of the question as this request is vague, overbroad and/or unduly burdensome.

Respectfully submitted

/s/ Michael J. Schuler

Steven T. Nourse (0046705), Counsel of Record

Michael J. Schuler (0082390)

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**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

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CERTIFICATE OF SERVICE

I hereby certify that a service copy of the foregoing Responses to One Energy Enterprises, Inc's First Set of Discovery Requests was sent by, or on behalf of the undersigned counsel to the follow parties on this 19th day of June 2023, via e-mail:

/s/ Michael J. Schuler
Michael J. Schuler (0082390)

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**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

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**OHIO POWER COMPANY'S RESPONSE TO
ONE ENERGY ENTERPRISES, INC'S
DISCOVERY REQUEST
PUCO CASE 23-0023-EL-SSO
FIRST SET**

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rmains@brickergraydon.com;
nbobb@keglerbrown.com;
rdove@keglerbrown.com;
becky.merola@calpinesolutions.com;

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Ohio Power Company for Authority to)	
Establish a Standard Service Offer	)	Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)	
in the Form of an Electric Security Plan)	

In the Matter of the Application of)	
Ohio Power Company for Approval of	)	Case No. 23-24-EL-AAM
Certain Accounting Authority)	

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into by and between Ohio Power Company (OP), also referred to as the “Company” or “AEP Ohio,” and One Energy Enterprises, Inc. (referred to as “Intervenor”). This Agreement is designed to facilitate and expedite the exchange with Intervenor of information in the discovery process in this proceeding, as “the Proceedings” is defined herein. It reflects agreement as to the manner in which “Protected Materials,” as defined herein, are to be treated in this Proceeding. This Agreement is not intended to constitute any resolution of the merits concerning the confidentiality of any of the Protected Materials.

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, the Company in connection with the above-captioned cases including any appeals therefrom and remands (“the Proceedings”). Notwithstanding any order terminating the Proceedings, this Agreement shall remain in effect until specifically modified or terminated by the Public Utilities Commission of Ohio (Commission).

2. “Authorized Representative” shall mean a person who has signed any of the attached Non-Disclosure Certificates Attachment A (applicable to CONFIDENTIAL Protected



Materials), and Attachment B (applicable to COMPETITIVELY-SENSITIVE CONFIDENTIAL) and/or Attachment C (applicable to RESTRICTED ACCESS CONFIDENTIAL Protected Materials) and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee of Intervenor involved in Proceedings on behalf of Intervenor including any expert or employee of an expert retained by Intervenor to the Proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

3. "Protected Materials" are materials designated as "CONFIDENTIAL", "COMPETITIVELY-SENSITIVE CONFIDENTIAL", "RESTRICTED ACCESS CONFIDENTIAL" or with words of similar import by Company which customarily are treated by Company as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Company to risk of competitive disadvantage or other business injury. This includes, but is not limited to, materials meeting the definition of "trade secret" under Ohio law. Protected Materials shall not include (a) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (b) information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement or in violation of a similar agreement executed by Company in this proceeding. Notwithstanding other provisions of this Agreement that permit any Authorized Representative to access Protected Materials, Intervenor's access to the subset of Protected Materials that are labeled by the Company as "COMPETITIVELY-SENSITIVE CONFIDENTIAL" or with words

of similar import will be strictly limited to the following Authorized Representatives: (i) Intervenor's legal counsel that have made an appearance for purposes of advancing Intervenor's interest in this Proceeding, (ii) non-employee Intervenor witness(es) and support staff, and (iii) employee Intervenor witness(es) and support staff who are not engaged in competitive pricing, sales, or marketing Intervenor and who are evaluating and/or testifying to matters that advance Intervenor's interest in this Proceeding. The Authorized Representatives identified in (i), (ii), and (iii) including both outside counsel and in house counsel, will ensure that persons involved with the CRES-related business activities are not permitted to access COMPETITIVELY-SENSITIVE CONFIDENTIAL materials. Further, certain Protected Materials may be designated and conspicuously marked as "RESTRICTED ACCESS CONFIDENTIAL" where counsel for the producing party in good faith determines that such Protected Materials are highly sensitive and could cause significant damage to the producing party or other parties if made available to individuals that have influence or knowledge about the CRES-related business activities of Intervenor. Such RESTRICTED ACCESS CONFIDENTIAL materials are subject to all of the obligations listed above for COMPETITIVELY-SENSITIVE CONFIDENTIAL materials, except that these additional restrictions shall also apply: (i) RESTRICTED ACCESS CONFIDENTIAL materials shall not be copied, replicated or electronically transmitted, including notes, (ii) shall be limited to outside counsel that have made an appearance for purposes of advancing Intervenor's interest in this Proceeding, Intervenor witness(es) that are not employees of Intervenor, and outside counsel's support staff; and (iii) counsel for the receiving party must create and maintain a written log of all persons accessing RESTRICTED ACCESS CONFIDENTIAL materials including the name and title. A copy of each Amended Non-Disclosure Certificate for Protected Materials designated as CONFIDENTIAL,

COMPETITIVELY-SENSITIVE CONFIDENTIAL or RESTRICTED ACCESS CONFIDENTIAL shall be provided to the other Party at least three business days prior to disclosure of any Protected Materials to an Authorized Representative. RESTRICTED ACCESS CONFIDENTIAL Protected Materials shall not be provided to an individual if AEP Ohio gives notice of an objection within three business days of receiving the Amended Non-Disclosure Certificate for RESTRICTED ACCESS CONFIDENTIAL Protected Materials. The Parties agree such objections shall be reasonable. To the extent no mutual resolution has been reached within three business days of notice of AEP Ohio's objection, such dispute will be resolved by the Attorney Examiner. Until a ruling on objections, the RESTRICTED ACCESS CONFIDENTIAL Protected Materials shall not be provided to a such an individual. The balance of this Agreement continues to categorically apply to all Protected Materials, including CONFIDENTIAL, COMPETITIVELY-SENSITIVE CONFIDENTIAL and RESTRICTED ACCESS CONFIDENTIAL materials.

4. "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided otherwise in this Agreement.

5. Protected Materials shall be made available under the terms of this Agreement only to Intervenor for this Proceeding and only by provision of the Protected Materials to its Authorized Representatives.

6. Protected Materials shall remain available to Intervenor until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and

no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Company, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7, below. Within such time period, Intervenor, if requested to do so, shall also submit to Company an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order.

7. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and by the Authorized Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Except as set forth in paragraph 3 of this Agreement, Authorized Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor of the Company a commercial advantage.

8. In the event that Intervenor wishes to designate as an Authorized Representative a person not described in Paragraph 2 above, Intervenor shall seek agreement from the Company. If agreement is reached, that person shall become an Authorized Representative. If no agreement is reached, Intervenor shall submit the disputed designation to the Attorney Examiner for resolution.

9. An Authorized Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials unless that Authorized Representative has first executed the attached Non-Disclosure Certificate. Attorneys qualified as Authorized Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to the Company prior to disclosure of any Protected Material to an Authorized Representative.

10. An Authorized Representative may disclose Protected Materials to another Authorized Representative (for the same Intervenor) as long as the disclosing Authorized Representative and the receiving Authorized Representative have both executed the appropriate Non-Disclosure Certificate(s) and are permitted to access the same designations of confidentiality set forth in Paragraph 3 of this Agreement. In the event that any Authorized Representative to whom the Protected Materials are disclosed ceases to be engaged in these Proceedings, access to Protected Materials by that person shall be terminated and such person must promptly return Protected Materials in his or her possession to another Authorized Representative of Intervenor. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate. Intervenor and Authorized Representatives are

prohibited from disclosing Protected Materials to another Party or that Party's Authorized Representatives, regardless of whether that Party has also signed a Protective Agreement with the Company in these Proceedings.

11. Consistent with the terms of this Agreement, Intervenor shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected materials, shall be filed and served in compliance with the applicable procedures for filing confidential information in this proceeding. If Intervenor seeks to make use of or reference to Protected Materials, it must do so under seal as required by the Commission's regulations.

13. If Intervenor desires to include, utilize, or refer to any Protected Materials or information derived therefrom in testimony or exhibits during the hearing in these Proceedings in such a manner that might require disclosure of such material to persons other than Authorized Representatives, such participant shall first notify both counsel for the Company and the Attorney Examiner of such desire, identifying with particularity each of the Protected Materials, at least 10 business days in advance. Thereafter, use of the so-identified Protected Materials will be governed by procedures determined by the Attorney Examiner. Until such a ruling Intervenor must maintain confidentiality of the Protected Materials until the Parties or the Attorney Examiner decides otherwise.

14. Nothing in this Agreement shall be construed as precluding the Company from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Agreement shall preclude Intervenor from requesting that the Attorney Examiner, Commission or any other body having appropriate authority, to find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any Protected Materials as Protected Materials under this Agreement until the Attorney Examiner or Commission issues a ruling that such materials should not be designated as Protected Materials. Neither the Company nor Intervenor waives its rights to seek additional administrative or judicial remedies after the Attorney Examiner's decision respecting Protected Materials or Authorized Representatives, or the Commission's denial of any appeal thereof.

16. Nothing in this Agreement shall be deemed to preclude the parties from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

17. Neither the Company nor Intervenor waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

18. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Order and shall be used only in connection with this proceeding.

18. Failure to abide by any of the terms of this Agreement shall be determined to be a breach that is enforceable at the Public Utilities Commission of Ohio or a court of competent jurisdiction. AEP Ohio has sole discretion to seek legal and/or equitable remedies, including but not limited to, monetary damages, sanctions, and/or the exclusion of using or otherwise introducing any information that was the subject of the breach.

20. This Agreement represents the entire understanding of the parties with respect to Protected Materials and supersedes all other understandings, written or oral, with respect to the Protected Materials. No amendment, modification, or waiver of any provision of this Agreement is valid, unless in writing signed by both Parties.

21. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

BY: Enel North America, Inc.

Counsel

Date

BY: Ohio Power Company

/s/ Michael J. Schuler
Counsel

June 29, 2023
Date

Attachment A

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Ohio Power Company for Authority to)
Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises, Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of this proceeding.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

Attachment B

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Ohio Power Company for Authority to)
Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
COMPETITIVELY SENSITIVE CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to COMPETITIVELY-SENSITIVE CONFIDENTIAL Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises, Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of the Proceedings.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

Attachment C

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

§In the Matter of the Application of)
Ohio Power Company for Authority to)
Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
RESTRICTED ACCESS CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to RESTRICTED ACCESS CONFIDENTIAL Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises, Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of the Proceedings.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Ohio Power Company for Authority to)	
Establish a Standard Service Offer	)	Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)	
in the Form of an Electric Security Plan)	

In the Matter of the Application of)	
Ohio Power Company for Approval of	)	Case No. 23-24-EL-AAM
Certain Accounting Authority)	

PROTECTIVE AGREEMENT

This Protective Agreement ("Agreement") is entered into by and between Ohio Power Company (OP), also referred to as the "Company" or "AEP Ohio," and One Energy Enterprises, Inc. (referred to as "Intervenor"). This Agreement is designed to facilitate and expedite the exchange with Intervenor of information in the discovery process in this proceeding, as "the Proceedings" is defined herein. It reflects agreement as to the manner in which "Protected Materials," as defined herein, are to be treated in this Proceeding. This Agreement is not intended to constitute any resolution of the merits concerning the confidentiality of any of the Protected Materials.

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, the Company in connection with the above-captioned cases including any appeals therefrom and remands ("the Proceedings"). Notwithstanding any order terminating the Proceedings, this Agreement shall remain in effect until specifically modified or terminated by the Public Utilities Commission of Ohio (Commission).

2. "Authorized Representative" shall mean a person who has signed any of the attached Non-Disclosure Certificates Attachment A (applicable to CONFIDENTIAL Protected



Materials), and Attachment B (applicable to COMPETITIVELY-SENSITIVE CONFIDENTIAL) and/or Attachment C (applicable to RESTRICTED ACCESS CONFIDENTIAL Protected Materials) and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee of Intervenor involved in Proceedings on behalf of Intervenor including any expert or employee of an expert retained by Intervenor to the Proceeding for the purpose of advising, preparing for or testifying in this Proceeding.

3. "Protected Materials" are materials designated as "CONFIDENTIAL", "COMPETITIVELY-SENSITIVE CONFIDENTIAL", "RESTRICTED ACCESS CONFIDENTIAL" or with words of similar import by Company which customarily are treated by Company as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Company to risk of competitive disadvantage or other business injury. This includes, but is not limited to, materials meeting the definition of "trade secret" under Ohio law. Protected Materials shall not include (a) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (b) information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement or in violation of a similar agreement executed by Company in this proceeding. Notwithstanding other provisions of this Agreement that permit any Authorized Representative to access Protected Materials, Intervenor's access to the subset of Protected Materials that are labeled by the Company as "COMPETITIVELY-SENSITIVE CONFIDENTIAL" or with words

of similar import will be strictly limited to the following Authorized Representatives: (i) Intervenor's legal counsel that have made an appearance for purposes of advancing Intervenor's interest in this Proceeding, (ii) non-employee Intervenor witness(es) and support staff, and (iii) employee Intervenor witness(es) and support staff who are not engaged in competitive pricing, sales, or marketing Intervenor and who are evaluating and/or testifying to matters that advance Intervenor's interest in this Proceeding. The Authorized Representatives identified in (i), (ii), and (iii) including both outside counsel and in house counsel, will ensure that persons involved with the CRES-related business activities are not permitted to access COMPETITIVELY-SENSITIVE CONFIDENTIAL materials. Further, certain Protected Materials may be designated and conspicuously marked as "RESTRICTED ACCESS CONFIDENTIAL" where counsel for the producing party in good faith determines that such Protected Materials are highly sensitive and could cause significant damage to the producing party or other parties if made available to individuals that have influence or knowledge about the CRES-related business activities of Intervenor. Such RESTRICTED ACCESS CONFIDENTIAL materials are subject to all of the obligations listed above for COMPETITIVELY-SENSITIVE CONFIDENTIAL materials, except that these additional restrictions shall also apply: (i) RESTRICTED ACCESS CONFIDENTIAL materials shall not be copied, replicated or electronically transmitted, including notes, (ii) shall be limited to ~~outside~~ counsel that have made an appearance for purposes of advancing Intervenor's interest in this Proceeding, Intervenor witness(es) ~~that are not employees of Intervenor~~, and outside counsel's support staff; and (iii) counsel for the receiving party must create and maintain a written log of all persons accessing RESTRICTED ACCESS CONFIDENTIAL materials including the name and title. A copy of each Amended Non-Disclosure Certificate for Protected Materials designated as CONFIDENTIAL,

Commented [A1]: This language does not appear to be targeting broker services. Can we make that clear here?

Commented [A2]: Same comment as above. Broker services are not nearly the same as supplier/marketer.

Commented [A3]: As AEP knows, One Energy has a unique regulatory/legal department that is directly involved in PUCO proceedings (similar to IGS). While we do have active outside counsel, it is imperative that in house counsel have access to certain materials in order to best represent our client

Commented [A4]: As AEP knows, our Intervenor witness is technically an employee of the company. Denying our witness the ability to review certain information can be very damaging to my client's ability to put forth a direct case.

COMPETITIVELY-SENSITIVE CONFIDENTIAL or RESTRICTED ACCESS CONFIDENTIAL shall be provided to the other Party at least three business days prior to disclosure of any Protected Materials to an Authorized Representative. RESTRICTED ACCESS CONFIDENTIAL Protected Materials shall not be provided to an individual if AEP Ohio gives notice of an objection within three business days of receiving the Amended Non-Disclosure Certificate for RESTRICTED ACCESS CONFIDENTIAL Protected Materials. The Parties agree such objections shall be reasonable. To the extent no mutual resolution has been reached within three business days of notice of AEP Ohio's objection, such dispute will be resolved by the Attorney Examiner. Until a ruling on objections, the RESTRICTED ACCESS CONFIDENTIAL Protected Materials shall not be provided to a such an individual. The balance of this Agreement continues to categorically apply to all Protected Materials, including CONFIDENTIAL, COMPETITIVELY-SENSITIVE CONFIDENTIAL and RESTRICTED ACCESS CONFIDENTIAL materials.

Commented [A5]: This seems to be counterproductive with the restrictions outlined above. Also, this could potentially provide a significant delay.

4. "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided otherwise in this Agreement.

5. Protected Materials shall be made available under the terms of this Agreement only to Intervenor for this Proceeding and only by provision of the Protected Materials to its Authorized Representatives.

6. Protected Materials shall remain available to Intervenor until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and

no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Company, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7, below. Within such time period, Intervenor, if requested to do so, shall also submit to Company an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order.

7. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and by the Authorized Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Except as set forth in paragraph 3 of this Agreement, Authorized Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor of the Company a commercial advantage.

8. In the event that Intervenor wishes to designate as an Authorized Representative a person not described in Paragraph 2 above, Intervenor shall seek agreement from the Company. If agreement is reached, that person shall become an Authorized Representative. If no agreement is reached, Intervenor shall submit the disputed designation to the Attorney Examiner for resolution.

9. An Authorized Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials unless that Authorized Representative has first executed the attached Non-Disclosure Certificate. Attorneys qualified as Authorized Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to the Company prior to disclosure of any Protected Material to an Authorized Representative.

10. An Authorized Representative may disclose Protected Materials to another Authorized Representative (for the same Intervenor) as long as the disclosing Authorized Representative and the receiving Authorized Representative have both executed the appropriate Non-Disclosure Certificate(s) and are permitted to access the same designations of confidentiality set forth in Paragraph 3 of this Agreement. In the event that any Authorized Representative to whom the Protected Materials are disclosed ceases to be engaged in these Proceedings, access to Protected Materials by that person shall be terminated and such person must promptly return Protected Materials in his or her possession to another Authorized Representative of Intervenor. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate. Intervenor and Authorized Representatives are

prohibited from disclosing Protected Materials to another Party or that Party's Authorized Representatives, regardless of whether that Party has also signed a Protective Agreement with the Company in these Proceedings.

11. Consistent with the terms of this Agreement, Intervenor shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected materials, shall be filed and served in compliance with the applicable procedures for filing confidential information in this proceeding. If Intervenor seeks to make use of or reference to Protected Materials, it must do so under seal as required by the Commission's regulations.

13. If Intervenor desires to include, utilize, or refer to any Protected Materials or information derived therefrom in testimony or exhibits during the hearing in these Proceedings in such a manner that might require disclosure of such material to persons other than Authorized Representatives, such participant shall first notify both counsel for the Company and the Attorney Examiner of such desire, identifying with particularity each of the Protected Materials, at least 10 business days in advance. Thereafter, use of the so-identified Protected Materials will be governed by procedures determined by the Attorney Examiner. Until such a ruling Intervenor must maintain confidentiality of the Protected Materials until the Parties or the Attorney Examiner decides otherwise.

14. Nothing in this Agreement shall be construed as precluding the Company from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Agreement shall preclude Intervenor from requesting that the Attorney Examiner, Commission or any other body having appropriate authority, to find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any Protected Materials as Protected Materials under this Agreement until the Attorney Examiner or Commission issues a ruling that such materials should not be designated as Protected Materials. Neither the Company nor Intervenor waives its rights to seek additional administrative or judicial remedies after the Attorney Examiner's decision respecting Protected Materials or Authorized Representatives, or the Commission's denial of any appeal thereof.

16. Nothing in this Agreement shall be deemed to preclude the parties from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

17. Neither the Company nor Intervenor waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

18. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Order and shall be used only in connection with this proceeding.

18. Failure to abide by any of the terms of this Agreement shall be determined to be a breach that is enforceable at the Public Utilities Commission of Ohio or a court of competent jurisdiction. AEP Ohio has sole discretion to seek legal and/or equitable remedies, including but not limited to, monetary damages, sanctions, and/or the exclusion of using or otherwise introducing any information that was the subject of the breach.

20. This Agreement represents the entire understanding of the parties with respect to Protected Materials and supersedes all other understandings, written or oral, with respect to the Protected Materials. No amendment, modification, or waiver of any provision of this Agreement is valid, unless in writing signed by both Parties.

21. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

BY: Enel North America, Inc.

Counsel

Date

BY: Ohio Power Company

/s/ Michael J. Schuler
Counsel

June 29, 2023
Date

Attachment A

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Ohio Power Company for Authority to)
Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises, Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of this proceeding.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

Attachment B

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Ohio Power Company for Authority to)
Establish a Standard Service Offer) Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)
in the Form of an Electric Security Plan)

In the Matter of the Application of)
Ohio Power Company for Approval of) Case No. 23-24-EL-AAM
Certain Accounting Authority)

**NON-DISCLOSURE CERTIFICATE FOR
COMPETITIVELY SENSITIVE CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to COMPETITIVELY-SENSITIVE CONFIDENTIAL Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises, Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of the Proceedings.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

Attachment C

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

§In the Matter of the Application of)	
Ohio Power Company for Authority to)	
Establish a Standard Service Offer	)	Case No. 23-23-EL-SSO
Pursuant to Section 4928.143, Revised Code,)	
in the Form of an Electric Security Plan)	
In the Matter of the Application of)	
Ohio Power Company for Approval of	)	Case No. 23-24-EL-AAM
Certain Accounting Authority)	

**NON-DISCLOSURE CERTIFICATE FOR
RESTRICTED ACCESS CONFIDENTIAL PROTECTED MATERIALS**

I hereby certify my understanding that access to RESTRICTED ACCESS CONFIDENTIAL Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Ohio Power Company and One Energy Enterprises, Inc. in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of the Proceedings.

BY: _____

PRINTED NAME: _____

Title: _____

Representing: _____

Date: _____

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in

Case No(s). 23-0023-EL-SSO, 23-0024-EL-AAM

Summary: Motion Motion to Establish A Reasonable Protective Agreement
electronically filed by Mr. Marion H. Little on behalf of One Energy Enterprises Inc..