

BEFORE THE PUBLIC UTILITIES

COMMISSION OF OHIO

- - -

In the Matter of the :
Application of Ohio Edison:
Company, The Cleveland :
Electric Illuminating :
Company, and The Toledo :
Edison Company for : Case No. 23-301-EL-SSO
Authority to Establish a :
Standard Service Offer :
Pursuant to R.C. 4928.143 :
In the Form of an Electric:
Security Plan. :

- - -

PROCEEDINGS

before Mr. Gregory Price, Ms. Megan Addison, and
Ms. Jacky Werman St. John, Attorney Examiners, at the
Public Utilities Commission of Ohio, 180 East Broad
Street, Room 11-A, Columbus, Ohio, called at 9:30
a.m. on Friday, December 1, 2023.

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Friday Morning Session,
December 1, 2023.

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EXAMINER ST. JOHN: Let's go on the record. Good morning, everyone. The Public Utilities Commission has set for hearing at this time and place Case No. 23-301-EL-SSO, being In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company For Authority to Establish a Standard Service Offer Pursuant to Revised Code 4928.143, in the Form of an Electric Security Plan.

My name is Jackie St. John. With me are Megan Addison and Gregory Price. We are the Attorney Examiners assigned to preside over today's hearing.

This is day 12 of our hearing in this proceeding, and at this time I will go ahead and turn things over to Kroger.

MS. WHITFIELD: Thank you, your Honor. At this time Kroger would like to mark as Kroger Exhibit 1 the direct testimony of Justin Bieber filed October 23rd, 2023.

As the Bench is aware, the parties have all agreed to waive cross and stipulate to the admission of this testimony. So if I could approach

1 the Bench. Do you need copies?

2 EXAMINER ST. JOHN: We'll take a copy
3 for the Court Reporter. That will be so marked.

4 (EXHIBIT MARKED FOR IDENTIFICATION.)

5 EXAMINER ST. JOHN: And are there any
6 objections to the admission of this exhibit? Hearing
7 none, that is admitted.

8 (EXHIBIT ADMITTED INTO EVIDENCE.)

9 EXAMINER ST. JOHN: And with that, I
10 will turn things over to IGS.

11 MR. OLIKER: Thank you, your Honor.
12 Interstate Gas Supply LLC would call Jim Poprocki to
13 the stand.

14 EXAMINER ST. JOHN: Good morning. Would
15 you raise your right hand? Do you swear or affirm
16 the testimony you're about to provide is the truth?

17 THE WITNESS: I do.

18 EXAMINER ST. JOHN: Thank you. Please
19 state your name and business address for the record.

20 THE WITNESS: My name is Jim Poprocki,
21 business address is 6100 Emerald Parkway, Dublin,
22 Ohio, ZIP code 43016.

23 EXAMINER ST. JOHN: Thank you. You may
24 proceed.

25 MR. OLIKER: Thank you, your Honor.

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JIM POPROCKI,
being first duly sworn, as prescribed by law, was
examined and testified as follows:

DIRECT EXAMINATION

By Mr. Olikar:

Q. Mr. Poprocki, could you please state
your name?

A. My name is Jim Poprocki.

Q. And did you submit direct testimony in
this proceeding?

A. I did.

Q. And is that document in front of you?

A. It is.

MR. OLIKER: Your Honor, I'd like to
mark as IGS Exhibit 1 the direct testimony of Jim
Poprocki.

EXAMINER ST. JOHN: So marked.

(EXHIBIT MARKED FOR IDENTIFICATION.)

By Mr. Olikar:

Q. And, Mr. Poprocki, this testimony was
prepared by you or under your direction, correct?

A. Correct.

Q. And do you have any changes to this
testimony?

1 A. There was one typographical error on
2 page 16, row 15. It states, "the retail market as
3 existing contracts do include transmission rates."
4 That should be "do not."

5 Q. Okay. But for that change, if you were
6 asked all of these questions today under oath, would
7 your answers be the same?

8 A. They would.

9 MR. OLIKER: Thank you. Your Honor, I
10 would move the exhibit and tender the witness for
11 cross-examination.

12 EXAMINER ST. JOHN: Thank you. Any
13 questions from OELC?

14 MR. SETTINERI: Your Honor, I want to
15 catch it first. In case you don't have a motion to
16 strike, I do.

17 EXAMINER ST. JOHN: Okay. We will
18 entertain that motion at this time.

19 MR. SETTINERI: Thank you. Very
20 briefly, a quick motion to strike.

21 If you can turn to page 7 of the
22 testimony, lines 16 to 19, and this is for the
23 Administrative Law Judges, you'll see a sentence
24 there starting with, "These suppliers have years of
25 employee experience, weather forecasting services,"

1 et cetera, to the end of that sentence that ends
2 after the words, "hedge risk," line 19.

3 And the basis for the motion to strike
4 is the witness has -- there's no foundation he has
5 personal knowledge to provide an opinion on each SSO
6 suppliers' years of employee experience, weather
7 forecasting services, methods to predict customer
8 usage, ability to use power market contracts, and the
9 output of power generating units, so no personal
10 knowledge, no foundation, it's an opinion that
11 exceeds his knowledge, and also probably speculation
12 as well.

13 EXAMINER ST. JOHN: Okay. Is that the
14 only sentence that you have for your motion to
15 strike?

16 MR. SETTINERI: Yes, it is.

17 EXAMINER ST. JOHN: Thank you. Are
18 there any other motions to strike in the testimony?

19 MR. OLIKER: May I respond? First, your
20 Honor, I would suggest that the motion is premature,
21 but I would also direct you to his testimony on page
22 3.

23 This witness has worked for AEP, Dayton
24 Power & Light and AES prior to joining IGS, and he
25 has a very broad based understanding of the energy

1 markets in Ohio, as well as the other companies that
2 are often bidding in SSO auctions, so I think his
3 background speaks for itself, but if that's not the
4 case, I think it's something that the Commission --

5 EXAMINER ST. JOHN: Just a moment.

6 At this time we'll go ahead and deny the
7 motion to strike. We have had other witnesses who
8 have presented testimony on suppliers.

9 With that being said, Mr. Settineri, if
10 you'd like to explore this further on
11 cross-examination and re-raise your motion to strike
12 at that time, you're certainly more than welcome to
13 do that.

14 MR. SETTINERI: Thank you, your Honor.

15 EXAMINER ST. JOHN: Thank you. OELC?

16 MR. PROANO: No questions.

17 EXAMINER ST. JOHN: Questions from the
18 Company?

19 MR. ALEXANDER: No questions, your
20 Honor.

21 EXAMINER ST. JOHN: Thank you.
22 Mr. Settineri?

23 MR. SETTINERI: I do have some
24 questions.

25 EXAMINER ST. JOHN: Go ahead.

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CROSS-EXAMINATION

By Mr. Settineri:

Q. Good morning, Mr. Poprocki.

A. Good morning.

Q. Did I pronounce your last name correctly?

A. Yes.

Q. Thank you. My name is Mike Settineri, I'm representing Constellation in this proceeding.

First I want to start with -- so if you could turn to page 6 of your testimony. At the very bottom, Line 21, you'll see a question.

A. Yes.

Q. And there's an answer on page 7, lines 1 to 13. I'm going to try to save time.

You would agree with me that this question was almost identical to a question asked to Mr. Indukuri in his testimony, and that the answer is virtually identical to the answer he provided in his testimony, correct?

MR. OLIKER: Objection.

EXAMINER ST. JOHN: Grounds?

MR. OLIKER: Lack of foundation that the witness has reviewed Mr. Indukuri's testimony, or

1 that he was here to listen.

2 MR. SETTINERI: That's fine, we'll do it
3 the long way.

4 By Mr. Settineri:

5 Q. Since we have already marked that
6 exhibit, there's an exhibit in front of you,
7 Mr. Poprocki, it's marked Constellation Exhibit 11,
8 if you could look at that please and review it.

9 A. Where would that be?

10 Q. Right in front of the water bottle.

11 And if you could turn to page 11 of
12 Constellation Exhibit 11, and that's been admitted
13 into the record, and look at line 5 on page 11 of
14 Mr. Indukuri's testimony.

15 A. Okay.

16 Q. And that question says, "What are the
17 risks in serving the default service load generally
18 speaking?"

19 If you look at the question that was
20 asked of you on page 6 of your testimony at Line 21,
21 that is, "What are the risks in serving the default
22 service load?" Do you see that?

23 A. Correct.

24 Q. So the only difference is the phrase
25 "generally speaking" between the two, right?

1 So then I'll give you a moment, because
2 it's probably easiest to review the answer
3 Mr. Indukuri provided at line 6 to 16, and compare
4 that to the answer in your testimony at lines 1
5 through 13.

6 A. Okay.

7 Q. And to help you, or at least everyone,
8 there are some very minor differences, so it's not
9 identical.

10 A. Okay.

11 Q. Have you had a moment to review that?

12 A. Yes.

13 Q. Okay. So going back to my initial
14 question, you would agree that your answer to the
15 question that was posed to you at the bottom of line
16 6, your answer is almost virtually identical --
17 almost virtually identical to Mr. Indukuri's answer
18 in his testimony at page 11?

19 A. They are similar.

20 Q. Okay. And, in fact, some sentences are
21 identical to the sentences in Mr. Indukuri's
22 testimony, correct?

23 A. Correct.

24 Q. And when you prepared your testimony did
25 you review Mr. Indukuri's testimony?

1 A. I did not.

2 Q. Okay. If you could turn to page 7.

3 We're still on that same page.

4 A. Of which testimony?

5 Q. Of your testimony. You can put that
6 aside. Thank you. I'll do the same.

7 If you turn to page 7 of your testimony,
8 lines 19 to 21, you have a sentence there that says,
9 "Even when their best efforts fail, the suppliers
10 that qualify to supply SSO service will have the
11 necessary financial standing to weather the storm."
12 Do you see that?

13 A. Correct.

14 Q. And when you say "weather the storm,"
15 are you referring to financial losses?

16 A. Yes.

17 Q. Okay. Now, you're not privy to the
18 financial wherewithal of the -- all the SSO
19 suppliers, correct?

20 A. I do not do any credit check on them,
21 but they are -- they go through a credit review by
22 the SSO auction manager and the utility to ensure
23 that they have financial standing.

24 Q. And that is in order to be able to serve
25 the load that they obtain through the auctions,

1 correct?

2 A. Correct.

3 Q. Now, you'd agree that you're aware that
4 in, let's say the fall of 2022 through let's say
5 spring of 2023, there's a significant migration back
6 to the SSO, correct, of customers?

7 A. Correct.

8 Q. Okay. And that had significant impact
9 on SSO suppliers?

10 A. Correct.

11 Q. Was IGS supplying SSO's load at that
12 time to the extent that you're aware?

13 A. Specific to FirstEnergy?

14 Q. Throughout -- in Ohio.

15 A. Yes.

16 Q. So there was an impact on IGS as well?

17 A. Correct.

18 Q. Okay. Would you agree that some
19 suppliers, since that event, that migration event
20 occurred, have -- are no longer participating in the
21 SSO auctions?

22 A. There's confidentiality around the
23 supplier list, the registered bidder lists, so I'm
24 not sure if I can answer that without violating any
25 confidentiality rules.

1 Q. And let me ask it a different way. And
2 I respect that completely.

3 Are you -- outside of any access to
4 confidential information, word on the street for your
5 working in the industry, are you aware of -- do you
6 have any knowledge where suppliers are no longer
7 participating in the SSO auctions?

8 MR. OLIKER: Objection.

9 EXAMINER ST. JOHN: Grounds?

10 MR. OLIKER: The question is vague. If
11 Mr. Settineri could put a time frame on his question
12 it might be a little easier for the witness to
13 answer. It's not clear if he's talking about 2022 or
14 now.

15 MR. SETTINERI: I'll be glad to
16 rephrase.

17 By Mr. Settineri:

18 Q. Since the migration event occurred --
19 and while we're there, you also agree there's a
20 significant migration of SSO customers back to
21 shopping after June of 2023?

22 A. Correct.

23 Q. And you're probably still seeing
24 migration occurring; is that correct?

25 A. Correct.

1 Q. So let's say for the auctions that would
2 have occurred post, let's say spring of 2023, are you
3 aware, outside of access to any confidential
4 information, just general industry knowledge, of SSO
5 suppliers no longer participating in the SSO
6 auctions?

7 A. Based upon the public list of winning
8 auction suppliers there has been some change in who
9 is supplying the SSO auctions.

10 As to whether some companies have
11 decided to reduce their participation because of the
12 migration, that likely reflects the risk that occurs
13 by serving SSO auctions and that it may have been
14 mispriced historically and now it is -- now people
15 are more aware of what that risk represents.

16 Q. And that they would be pricing that risk
17 into their bids?

18 A. Correct.

19 Q. And real quick, obviously one way
20 suppliers can mitigate risk is through price, right?

21 A. Yes.

22 Q. Page 9, line 14 of your testimony,
23 please. At line 14 there's a sentence, the question
24 is, "Would this shift risk to customers?"

25 You say, "Yes, customers would be

1 exposed to the resettlement risk associated with the
2 new capacity prices once PJM has capacity auctions
3 again." Do you see that?

4 A. Yes.

5 Q. And you use the phrase "resettlement
6 risk." What do you mean by resettlement risk,
7 please?

8 A. Resettlement may be -- it could be
9 better phrased as a repricing risk. They may have
10 looked at representations on the -- say the Apples to
11 Apples website and seen that the price that they
12 would be on the price to compare was a set price, and
13 then it may change and they may not be aware of that
14 potential risk.

15 Q. Okay. And the reason it would change on
16 the, as you say, resettlement, that's because there's
17 a true-up on the capacity for the SSO?

18 A. There would be a true-up for the
19 capacity on the SSO, correct.

20 Q. If the -- that's under the Capacity
21 Proxy Proposal, right?

22 A. Right.

23 Q. And SSO prices do change?

24 A. There are some change -- in the PTC
25 there are some changes.

1 Q. And just for the record, how often do
2 the SSO prices change?

3 A. Depending on the auction schedule, they
4 may change, but then that can be noted on the Apples
5 to Apples site as to when -- you know, what time
6 frame they are serving -- they could potentially use
7 the SSO service to receive a fixed price.

8 Q. And so I'm just trying to understand how
9 often -- let me ask this: Could it change every six
10 months, every two months? Generally, how often would
11 that price change based on the auctions?

12 MR. OLIKER: Objection. The question is
13 vague and there's no foundation about what the
14 auction schedule even provides.

15 MR. SETTINERI: I have an answer, but
16 I'm just going to follow up.

17 By Mr. Settineri:

18 Q. So you're saying just generally once a
19 year is how often you think the price would change?

20 A. Under historical auction schedules.

21 Q. Okay. Now -- so suppliers today offer
22 capacity pass-through products, correct?

23 A. To retail customers?

24 Q. Yes.

25 A. Correct.

1 Q. And for the record, just what is an
2 example of a capacity pass-through product?

3 A. A CRES provider and a customer can agree
4 that the customer will take the capacity price
5 changes maybe potentially due to their tag or to
6 capacity price changes over the course of the
7 contracted terms, and so they are able to negotiate
8 and determine that risk that the customer is willing
9 to take.

10 In this situation -- in the situation
11 with the SSO, the PTC customers may not always be
12 aware that they are being subjected to that risk
13 under this potential proposal.

14 Q. And going back, that last part you said
15 subjected to the risk, am I correct, it's not being
16 subjected to the risk but rather is a repricing, so
17 what they thought was the PTC may change if there's a
18 true-up on the capacity, right?

19 A. Correct.

20 Q. And so with the capacity pass-through
21 product the -- there's a fixed energy charge still,
22 but the capacity component is separated and charged
23 to the customer on a pass-through basis, so whatever
24 the supplier pays, it's just passed through directly
25 to the customer, right?

1 A. Correct.

2 Q. Okay.

3 A. As negotiated for two willing parties.

4 Q. That's right. And in that instance that
5 customer would bear the risk of any changes in
6 capacity depending on when that contract was struck,
7 if they did it on the planning year, you know, if
8 it's a long-term contract, that's where they are
9 picking up that capacity risk, correct?

10 A. Yes.

11 Q. Page 11, line 13.

12 MR. HAYS: Your Honor, it's a little
13 difficult to hear the witness. He sometimes has sort
14 of a low voice and so sometimes partials of his
15 answers are very difficult to hear.

16 EXAMINER ST. JOHN: Thank you. Would
17 you mind speaking into the microphone a little bit
18 more closely?

19 THE WITNESS: Okay.

20 EXAMINER ST. JOHN: Thank you.

21 MR. SETTINERI: I have the same problem.
22 I've been cautioned on that.

23 By Mr. Settineri:

24 Q. So let's turn to page 11 of your
25 testimony, line 10. And at line 10 -- bear with me

1 for a moment.

2 Okay. At line 10 you say, "While the
3 proposal provides stability to the auction bidders,
4 it injects instability and variability into the SSO
5 price, with the risk being shifted to customers." Do
6 you see that?

7 A. I have that as line 8.

8 Q. Did I read that wrong? Thank you. My
9 apologies, that is correct, line 8. Do you see that
10 sentence that I just read?

11 A. Correct.

12 Q. Okay. Now, if the SSO price today
13 includes SSO supplier risk premiums, you'd agree that
14 SSO customers would be paying the risk premiums
15 associated with those risks -- with risk, correct?

16 A. Can you repeat that?

17 Q. Yeah. You agree that SSO suppliers
18 today -- one way to address risk is through pricing,
19 right?

20 A. Correct.

21 Q. And when risk is addressed through
22 pricing, that is -- basically could be called a risk
23 premium?

24 A. Okay.

25 Q. Okay. And if a risk premium is embedded

1 in an auction bid that's then accepted, let's say the
2 clearing price, then the customers would be paying
3 those risk premiums, right?

4 A. Correct.

5 Q. Okay. Page 11, line 16, same page, you
6 use the phrase volumetric -- there's a question, "Can
7 the risk of volumetric fluctuation be hedged by those
8 that bid into the SSO auctions?" Do you see that?

9 A. Yes.

10 Q. And in answering the question, you said,
11 "Yes." What to you is a volumetric fluctuation?

12 A. I would define that as changes in a
13 customer's load demand that could be driven by many
14 factors such as weather, changes in their operations,
15 things of that nature that may change the supplier's
16 exposure in the marketplace.

17 Q. Okay. Now, you're familiar with the
18 FirstEnergy volumetric risk cap proposal, correct?

19 A. Correct.

20 Q. And are you familiar with
21 Constellation's, I guess, proposed modification to
22 that proposal?

23 A. Can you refresh my memory?

24 Q. I'm just asking if you're aware of it
25 sitting here today?

1 A. At a high level I know Constellation has
2 EVs. I want to review what was proposed.

3 Q. Fair enough.

4 Now, in regards to the volumetric risk
5 cap, do you agree that how that -- how that is -- the
6 cap is triggered based on the migration of customers
7 into the SSO, right?

8 A. Correct.

9 Q. And that's because each customer has a
10 PLC, and you look at the daily PLC, compare that to
11 the benchmark PLC, and when there's -- and enough
12 customers come or go that can change the daily PLC
13 accordingly, and based on that there could be a
14 trigger of the cap?

15 A. Yes.

16 Q. All right. So it's independent of
17 usage, though, correct?

18 A. Correct.

19 Q. And so, for example, if we had a
20 planning year where for whatever reason not one SSO
21 customer leaves, and not one shopping customer
22 returns to SSO, the cap would never be exceeded
23 because the daily PLC would stay exactly the same?

24 A. Correct.

25 Q. Okay. So then going to page 11, line 13

1 of your testimony, you have a sentence -- actually
2 starting at line 12. I'll read it.

3 You say, "If a large number of other
4 customers return to or leave the SSO product or if
5 usage significantly increases -- which is usually the
6 case when PJM locational market prices spike -- the
7 customers on the SSO product are suddenly exposed to
8 a variable price without warning or notification."

9 So based on our -- just the last few
10 questions and the answers we gave, usage really has
11 no bearing on whether the customers would be exposed
12 to a variable price, right?

13 MR. OLIKER: Objection.

14 EXAMINER ST. JOHN: Grounds?

15 MR. OLIKER: I believe the hypothetical
16 is incomplete, but if the witness can answer the
17 question, I'll withdraw.

18 EXAMINER ST. JOHN: I'll let the witness
19 answer if you can.

20 THE WITNESS: I think I'd want more
21 information.

22 By Mr. Settineri:

23 Q. Let's break it down. So let's go back
24 to your sentence there. I have to find it again.
25 There it is.

1 "If a large number of other customers
2 return to or leave the SSO product," let's stop
3 there. That is -- that would relate to the PLC
4 component, right?

5 A. Correct.

6 Q. In regards to volumetric risk cap,
7 correct?

8 And if you have a migration that's
9 significant enough one way or the other it could
10 trigger the volumetric risk cap and then the portion
11 of load above the cap would be procured at market
12 rates, correct?

13 A. Correct. But then in that time frame
14 the customer's usage could be significantly higher
15 than what was anticipated, and now that larger usage
16 is exposed to the realtime pricing.

17 Q. And -- and is that --

18 A. So there is a dimension to usage that
19 could be on the volumetric risk cap.

20 Q. And is that related to your phrase
21 "usage significantly increases"?

22 A. Correct.

23 Q. So you'd agree with me in terms of the
24 triggering cap, usage is irrelevant, essentially,
25 with the exception of setting a PLC?

1 A. But the customer may be using more
2 demand than what was anticipated that is now going to
3 be faced -- that is now going to face that realtime
4 price.

5 Q. Understand. But for the record I just
6 want to make sure I have an answer before the "but."

7 And so again, if you go back to usage
8 has no bearing on whether the cap would be exceeded
9 or not, it's the PLC number that matters?

10 A. Correct. But there will be potential
11 risk to the customers from higher usage that would be
12 exposed to the realtime pricing.

13 Q. And that's the "but" from your prior
14 answer, right?

15 A. Yes.

16 Q. Okay. Now, if there is a -- let's just
17 say there is a migration back to the SSO that
18 triggers the cap. It's also possible that usage
19 could stay the same?

20 A. It is possible.

21 Q. And depending on when that happens, it
22 could even be less?

23 A. It could.

24 Q. Page 12, lines 1 to 3, the question --
25 and actually looking at page 11, let's just go to the

1 question.

2 The question is, "What are some ways in
3 which SSO auction participants can hedge against the
4 risk of volumetric fluctuations?"

5 The answer, "As discussed earlier, SSO
6 suppliers have the information, expertise, and tools
7 to manage volumetric risk."

8 And then the second thing says, "Here
9 had been a long period of stable low prices, which
10 may have caused some suppliers to underprice the
11 risks they were assuming." Do you see those two
12 sentences?

13 A. Yes.

14 Q. Okay. In regards to managing volumetric
15 risk, that does not mean eliminating the risk,
16 correct?

17 A. Correct.

18 Q. Okay. Now, if the volumetric -- if we
19 have a planning year where the volumetric risk cap is
20 not exceeded, you'd agree that the SSO price, absent
21 an auction happening, the normal process, the price
22 would not change based on a cap not being exceeded?
23 And I can ask that in a better question.

24 A. Yes.

25 Q. If the volumetric risk cap is not

1 exceeded, the SSO price will not change, correct?

2 MR. OLIKER: Objection.

3 EXAMINER ST. JOHN: Grounds?

4 MR. OLIKER: Not clear if the question
5 is limited to the VRC or whether there may be other
6 things that change the SSO price.

7 MR. SETTINERI: I can ask another one.

8 By Mr. Settineri:

9 Q. If the volumetric risk cap is not
10 exceeded, customers will not be exposed to the market
11 price procurement, correct?

12 A. That is correct.

13 Q. And you agree that the volumetric risk
14 cap, if implemented, could mitigate the risk that
15 suppliers face as a result of customer migration,
16 correct?

17 A. It would shift the risk from the SSO
18 suppliers to the SSO customers.

19 Q. But going back to my question, you'd
20 agree that suppliers have a risk of customer
21 migration?

22 A. Uh-huh.

23 Q. And the volumetric risk cap could mute
24 that risk, or mitigate that risk, correct?

25 A. Yes.

1 Q. And if that risk is mitigated to some
2 measure it could result in the -- any risk premiums
3 associated with the risk previously being lowered or
4 eliminated from supplier pricing?

5 MR. OLIKER: Object. Could I have the
6 question reread, please?

7 EXAMINER ST. JOHN: Yes, please.

8 (Record read back.)

9 MR. OLIKER: Object. The question is
10 vague. Appreciate it if Mr. Settineri would restate
11 it.

12 MR. SETTINERI: I can do that.

13 EXAMINER ST. JOHN: Thank you.

14 By Mr. Settineri:

15 Q. I'll withdraw the question and rephrase
16 it.

17 You agree that today SSO suppliers face
18 a risk of customer migration, and that is a risk they
19 would -- a supplier would consider in its auction
20 bids for SSO default service load?

21 A. Correct.

22 Q. Okay. And if that risk can be mitigated
23 that could result in any risk premiums associated
24 with that risk being eliminated or reduced?

25 A. You've now created a different product,

1 so it's hard to say how those risk premiums -- a
2 supplier may address those risk premiums in their
3 bids between the current SSO structure and a
4 different risk structure that places risk upon SSO
5 customers.

6 Q. Well, so under your theory the risk is
7 being passed on to the SSO customers?

8 A. The risk is not eliminated, it still
9 exists, and it's just is it on the sophisticated SSO
10 supplier that has the ability to manage the risk, or
11 is it on the unsuspecting customer that has no
12 ability to manage that risk.

13 Q. And if risk premiums are built in the
14 prices today, SSO customers have that risk already
15 built into their price, don't they?

16 A. They have the protection from facing
17 that realtime energy price risk, which is probably
18 the most volatile commodity that I'm aware of.

19 So they -- they have that insurance that
20 yes, they may pay a small premium for, but they then
21 do not face a potential increase in their bills that
22 they were not expecting.

23 Q. And you don't know if that -- sitting
24 here today you can't speak on behalf of all suppliers
25 that that's a small premium, right?

1 A. Correct.

2 Q. So going back to my initial -- my
3 initial question.

4 If the customer migration risk is
5 reduced, that could result in the corresponding risk
6 premiums that suppliers put into their bids for that
7 risk being reduced or eliminated, depending on how
8 much that risk is mitigated, correct?

9 And to help you with your answer, I'm
10 only talking about the supplier, I'm not talking
11 about the customer. I know you've explained that the
12 risk transfers.

13 A. It would, in theory, be a less risky
14 product because that risk has now been transferred.

15 Q. Sitting here today, you can't tell me,
16 for each SSO supplier, how many years of experience
17 their employees have, correct?

18 A. I cannot.

19 MR. SETTINERI: All right. No further
20 questions. Thank you.

21 EXAMINER ST. JOHN: Thank you. Any
22 questions from OEG?

23 MR. COHN: No, your Honor.

24 EXAMINER ST. JOHN: RESA?

25 MR. LONG: No, your Honor.

1 EXAMINER ST. JOHN: OCC?

2 MR. FINNIGAN: No questions, your Honor.

3 MS. BOJKO: No questions, your Honor.

4 MS. WHITFIELD: No questions, your
5 Honor.

6 MR. HAYS: No questions, your Honor.

7 MR. OLIKER: Your Honor, could we have
8 just one minute. I'm hopeful we don't --

9 EXAMINER ST. JOHN: We'd ask Staff
10 first.

11 MR. OLIKER: My apologies.

12 EXAMINER ST. JOHN: Any questions from
13 Staff?

14 MS. BOTSCHNER O'BRIEN: No questions
15 from Staff.

16 EXAMINER ST. JOHN: And yes, let's take
17 a short break and go off the record for a few
18 minutes.

19 (Recess taken.)

20 EXAMINER ST. JOHN: Let's go back on the
21 record. Any questions -- any redirect?

22 MR. OLIKER: Just briefly, your Honor.

23 - - -

24 REDIRECT EXAMINATION

25 By Mr. Oliker:

1 Q. Mr. Poprocki, do you remember questions
2 you received about capacity pass-through contracts?

3 A. Yes.

4 Q. Is it typical for a supplier to offer a
5 capacity pass-through contract to residential
6 customers?

7 A. Not that I'm aware.

8 Q. And do you remember questions from
9 Mr. Settineri about whether you're aware of the
10 experience for all SSO suppliers? Do you remember
11 that?

12 A. Yes.

13 Q. And how many years have you been bidding
14 on SSO auctions?

15 A. I've bid in various SSO auctions over
16 the past ten years.

17 Q. Okay. And you are familiar with the
18 experience of some suppliers, correct?

19 A. Correct.

20 Q. And how many years of experience is the
21 minimum you expect for an individual to have to bid
22 on an auction?

23 A. Given the risks in the SSO auctions,
24 from my knowledge it is typical that they are bid on
25 by the more experienced and seasoned representatives

1 of the company.

2 Q. Thank you. And you're not aware of any
3 incidences of inexperienced individuals bidding on
4 auctions?

5 A. Not that I am aware of.

6 MR. OLIKER: Thank you, your Honor. No
7 more questions.

8 EXAMINER ST. JOHN: Thank you. Any
9 recross from OELC?

10 MR. PROANO: No cross.

11 EXAMINER ST. JOHN: Company?

12 MR. ALEXANDER: No questions, your
13 Honor.

14 EXAMINER ST. JOHN: Mr. Settineri.

15 MR. SETTINERI: Just real quick.

16 - - -

17 RECROSS-EXAMINATION

18 By Mr. Settineri:

19 Q. In regards to your experience with
20 auctions, I think you said approximately ten years,
21 what states have you worked in -- what state auctions
22 have you worked in -- worked on?

23 A. Primarily Ohio, some Pennsylvania.

24 Q. And those would be the only two states?

25 A. Yes.

1 Q. When was the last time you worked on a
2 Pennsylvania auction?

3 A. Currently working on them.

4 MR. SETTINERI: Good enough. Say no
5 more. Thank you.

6 EXAMINER ST. JOHN: Thank you. OEG?

7 MR. COHN: No, your Honor.

8 EXAMINER ST. JOHN: RESA?

9 MR. LONG: No, your Honor.

10 MR. FINNIGAN: No questions, your Honor.

11 EXAMINER ST. JOHN: OMAEG.

12 MS. BOJKO: No questions, your Honor.

13 EXAMINER ST. JOHN: Kroger?

14 MS. WHITFIELD: No questions.

15 EXAMINER ST. JOHN: NOAC?

16 MR. HAYS: No questions, your Honor.

17 EXAMINER ST. JOHN: Staff?

18 MS. BOTSCHNER O'BRIEN: No questions,
19 your Honor.

20 EXAMINER ST. JOHN: Mr. Poprocki, thank
21 you. Go ahead and step down now.

22 (Witness excused.)

23 EXAMINER ST. JOHN: We have marked IGS
24 Exhibit 1. I can't recall if you have already moved
25 for the admission of that exhibit.

1 MR. OLIKER: I have, but I will move it
2 again, please.

3 EXAMINER ST. JOHN: Thank you. Are
4 there any objections to the admission of this
5 exhibit? Hearing none, that is admitted.

6 (EXHIBIT ADMITTED INTO EVIDENCE.)

7 EXAMINER ADDISON: Ms. Bojko, you may
8 call your first witness.

9 MS. BOJKO: Thank you, your Honor. At
10 this time Ohio Manufacturer's Association Energy
11 Group calls Mr. John Seryak to the stand. May I
12 approach, your Honor?

13 EXAMINER ADDISON: You may.

14 Welcome back, Mr. Seryak. Do you swear
15 the testimony you're about to provide in this
16 proceeding is the truth?

17 THE WITNESS: Yes.

18 EXAMINER ADDISON: Could you please
19 state your name and business address for the record,
20 please?

21 THE WITNESS: Yes. My name is John A.
22 Seryak, and my business address is 5701 North High
23 Street, Suite 112, Worthington, Ohio 43085.

24 EXAMINER ADDISON: Thank you very much.
25 Ms. Bojko.

1 MS. BOJKO: Thank you, your Honor.

2 - - -

3 JOHN A. SERYAK

4 being first duly sworn, as prescribed by law, was
5 examined and testified as follows:

6 DIRECT EXAMINATION

7 By Ms. Bojko:

8 Q. Mr. Seryak, did you file or cause to be
9 filed testimony regarding the Select Security Plan?

10 A. Yes.

11 MS. BOJKO: Your Honors, at this time I
12 would like to mark as OMAEG a document entitled
13 Direct Testimony of John Seryak.

14 EXAMINER ADDISON: It will be so marked.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 By Ms. Bojko:

17 Q. Mr. Seryak, do you have in front of you
18 what's been marked as OMAEG Exhibit 1?

19 A. Yes, I do.

20 Q. Do you recognize this document as the
21 testimony you filed on October 23rd, 2023 in this
22 proceeding?

23 A. Yes.

24 Q. Was the testimony prepared by you or
25 under your direction?

1 A. Yes.

2 Q. On whose behalf are you testifying
3 today?

4 A. The Ohio Manufacturer's Association
5 Energy Group.

6 Q. And, Mr. Seryak, since the filing of
7 your testimony do you have any changes to your
8 testimony?

9 A. Yes, I do.

10 Q. Could you please turn to the first
11 change?

12 A. Yes. It's on page 5, line 12. I'd like
13 to add the phrase, "from both the ELR and eDRV
14 Riders" after the word, "bills" and before the word
15 "at."

16 EXAMINER ADDISON: Can you restate that
17 phrase one more time?

18 THE WITNESS: Yes, the phrase was, "from
19 both the ELR and eDRV Riders."

20 EXAMINER ADDISON: Thank you very much.
21 By Ms. Bojko:

22 Q. So that line starts on 11, "Beginning
23 June 1, 2024, FirstEnergy proposes to credit
24 participants' bills from both the ELR and eDRV Riders
25 at a rate of \$5 kW"; is that correct?

1 A. Yes.

2 Q. And do you have any other changes?

3 A. Yes. On page 8, line 7, the sentence
4 beginning, "As explained," I would like to add the
5 words, "each of" after the word "Stein" and the
6 words, "ELR and eDRV" after "the" and before
7 "credits."

8 Q. So that sentence would say, "As
9 explained by FirstEnergy's witness Edward Stein, each
10 of the ELR and eDRV credit available to Rider ELR
11 participants are equivalent"; is that correct?

12 A. That's right.

13 Q. Do you have any other changes?

14 A. No.

15 Q. If I were to ask you the same questions
16 today as they appear in your testimony, with the
17 modifications that you just explained to us, would
18 your answers be the same?

19 A. They would.

20 MS. BOJKO: At this time, your Honor,
21 I'd like to move OMAEG Exhibit 1 subject to
22 cross-examination, and I tender the witness for
23 cross-examination.

24 EXAMINER ADDISON: Thank you very much,
25 Ms. Bojko. We'll defer ruling on the motion for

1 admission following cross-examination.

2 OEG, any questions?

3 MR. COHN: No, your Honor.

4 EXAMINER ADDISON: RESA?

5 MR. LONG: No, your Honor.

6 EXAMINER ADDISON: OCC?

7 MR. FINNIGAN: No, your Honor.

8 EXAMINER ADDISON: Kroger?

9 MS. WHITFIELD: No, your Honor.

10 EXAMINER ADDISON: IGS?

11 MR. BARBARA: No, your Honor.

12 EXAMINER ADDISON: Thank you, Mr.

13 Barbara.

14 NOAC?

15 MR. HAYS: No, your Honor.

16 EXAMINER ADDISON: Mr. Proano?

17 MR. PROANO: Yes, your Honor, I do have
18 some questions.

19 - - -

20 CROSS-EXAMINATION

21 By Mr. Proano:

22 Q. Good morning, Mr. Seryak.

23 A. Good morning.

24 Q. If you turn to page 1 of your testimony,
25 you describe the OMAEG members and their different

1 service level, but you don't list transmission
2 service level there.

3 Are there no OMAEG members that take
4 transmission level service in FirstEnergy territory?

5 A. I'm not sure about that. I don't recall
6 off -- from memory.

7 Q. Okay. And then page 2, you start
8 listing all the different matters on which you
9 submitted testimony, and more matters on page 2. And
10 if you turn to page 3, another nine matters on page
11 3. Do you see that?

12 A. Yes.

13 Q. All the way back to June 30th, 2015?

14 A. Yes.

15 Q. Were -- was your testimony in those 13
16 matters all sponsored for OMAEG?

17 A. I believe so.

18 Q. Okay. Let's go to some of the -- your
19 testimony on Rider ELR. If you turn to page 4,
20 please.

21 A. Yes.

22 Q. Line -- starting on the line 7 there's a
23 bullet point. Now, you say in the second sentence of
24 that bullet point, "The PUCO should modify the ELR
25 Program to be available to any commercial or

1 industrial customer that can interrupt its load." Do
2 you see that phrase?

3 A. Yes.

4 Q. What criteria -- let me step back.

5 In your testimony you haven't proposed
6 any additional criteria for those commercial or
7 industrial customers, correct?

8 A. Criteria on who the customer is, or
9 their capabilities?

10 Q. Criteria on which customers would
11 qualify for Rider ELR.

12 A. I don't think I do.

13 Q. And when you say, "can interrupt its
14 load," can you describe what you mean by that?

15 A. Sure. And I'll clarify can and willing
16 to interrupt its load. And by interrupt I also
17 include they could be using behind-the-meter
18 generation or storage where their load on the grid is
19 interrupted, but they are serving that load onsite.

20 Q. So you want to -- you're clarifying then
21 when you say can interrupt its load, it's a customer
22 who not only can, but wants to, means willing to, and
23 may have behind-the-meter technology to do so?

24 A. Yes.

25 Q. Now, you say here -- we're going to talk

1 about this a little bit later, but you also say that
 2 the Rider ELR program not only should be open to any
 3 such commercial or industrial customer, but the
 4 Commission should, quote, order that interruptible
 5 load calls be tied to transmission facility
 6 overloading, and not PJM demand response calls. Do
 7 you see that?

8 A. Yes.

9 Q. What do you mean by that?

10 A. I mean that the -- the use of the ELR
 11 program, when a customer is called to interrupt load
 12 or use behind-the-meter generation or other means,
 13 that should be tied to transmission facility
 14 overloading so the transmission system issues in not
 15 PJM interconnection demand response calls that are
 16 related to the capacity market.

17 Q. And when you talk about transmission
 18 facility overloading, later in your testimony you
 19 talk about this page 12, line 12, Post-Contingency
 20 Local Load Relief Warnings, do you see that?

21 A. Yes.

22 Q. And is there anything beyond that
 23 Post-Contingency Local Load Relief Warnings that
 24 you're referring to when you say transmission
 25 facility overload?

1 A. There may be other terms PJM uses when a
2 transmission facility is experiencing high loading or
3 overloading, so I'm not entirely certain about that,
4 but a common one is this Post-Contingency Local Load
5 Relief Warning.

6 Q. Okay. We'll explore that in a minute.
7 Staying on page 4 of your testimony, is it your
8 understanding that PJM issues demand response calls
9 when the transmission system is overloading and
10 reaching peaks?

11 A. They may be able to in some cases, but
12 typically when they issue a warning for certain
13 transmission lines they are not issuing a demand
14 response call in that area.

15 The warning is given to the transmission
16 system operator. The transmission system operator
17 may then coordinate with the local distribution
18 utility and customers to respond, so there's -- there
19 is a warning, but in those cases it's pretty uncommon
20 for PJM to issue a demand response call.

21 Q. Aside from the Post-Contingency Local
22 Relief Warnings, are you aware and can you speak
23 specifically about any other transmission facility
24 overloading warnings or notices?

25 A. So if a transmission line, for example,

1 continues loading after the warning such that certain
2 thresholds are met, there's additional actions that
3 PJM communicates to the transmission operator.

4 This could include, for example,
5 intentional load dumping, like we had in central Ohio
6 June 2022.

7 So there's -- there's steps -- as the
8 loading and the crisis gets exacerbated, there's
9 additional steps typically ending with this
10 intentional load shed.

11 Q. Okay. But it starts with a warning?

12 A. It starts with a warning, yes.

13 Q. Okay. That you describe on page 12,
14 right?

15 A. Yes.

16 Q. Okay. So under your proposal would the
17 Rider ELR participants not be tied to PJM demand
18 response calls at all?

19 A. They could be if they choose to be on
20 their own.

21 Q. But under the Rider ELR program, as
22 you're proposing in your testimony, Rider ELR
23 participants, they only have to respond to these
24 transmission facility overloading warnings like the
25 Post-Contingency Local Load Relief Warnings?

1 A. Yes, I think it's -- my point is with
2 the PJM capacity market with generation, there is
3 a -- a competitive market in which these customers
4 can participate already, and so for the ELR to serve
5 that function is inherently duplicative.

6 There's no need for the distribution
7 utility to be involved in PJM's demand response
8 program, customers can do that on their own.

9 However, there is not -- and we've seen
10 in Ohio, there is not organized demand response and
11 load shedding for transmission system issues, and
12 that has created serious reliability events in Ohio.

13 And I think it would be remiss on us
14 to -- utilities and those of us in the industry, to
15 not recognize that there's value to the transmission
16 system from the capabilities of the customers to the
17 demand response and load shed.

18 Q. So you're proposing essentially to
19 eliminate Rider ELR as currently operated by
20 FirstEnergy, correct?

21 MS. BOJKO: Objection. That
22 mischaracterizes his testimony.
23 By Mr. Proano:

24 Q. I mean, if you want to clarify, you're
25 welcome?

1 EXAMINER ST. JOHN: I'll allow the
2 witness to clarify.

3 THE WITNESS: Yes, I don't think the ELR
4 program is designed well, and so I think as designed
5 it would need to be -- I would recommend it be
6 eliminated.

7 However, it could be modified to be more
8 functional and cost effective for the ratepayers who
9 are funding it, and so I do think a modified ELR
10 could be approved.

11 By Mr. Proano:

12 Q. So under your proposal, Rider ELR is no
13 longer going to have anything to do with the PJM
14 demand response program, correct?

15 A. That's right.

16 Q. And under your proposal you come up with
17 this kind of new category of curtailable events based
18 on transmission facility overloading, right?

19 A. Yes.

20 Q. Now, who calls those Post-Contingency
21 Local Load Relief Warnings?

22 A. So it's not entirely clear to me who is
23 charged with identifying. I understand there's
24 communication between transmission operators and PJM.

25 PJM does post these warnings online and

1 sends these warnings to the transmission operator, so
2 there is a formal process for PJM to identify the
3 overload and notify transmission operators.

4 It's not clear to me whether they have
5 that data on their own, or if they get the data about
6 the overloading from the transmission operators.

7 Q. But how about the FirstEnergy Operating
8 Companies, you haven't mentioned them?

9 A. The distribution companies?

10 Q. Correct.

11 A. I'm sorry, could you repeat then on
12 what -- what was your original question?

13 Q. Well, this is going to be a FirstEnergy
14 Operating Company program, right?

15 A. Yes.

16 Q. And you haven't mentioned them in terms
17 of the communication chain. Do you know where they
18 fall in that chain?

19 A. Yes, so they should then receive
20 communication from the transmission operator. And my
21 understanding is the transmission operator is free to
22 do this, and may be encouraged to do it, but in my
23 experience I have not found that that happens in
24 practice, I don't know that that happens, and so I'm
25 recommending that we ensure that the transmission

1 operator communicates to the distribution utilities
2 when there is a transmission line -- risk of a
3 transmission line overloading.

4 Q. So to make this program work you're
5 going to have to have -- you're talking about PJM,
6 the transmission operator, correct?

7 A. The trans- -- actually would be the
8 transmission operator.

9 Q. Okay. Thanks for clarifying.

10 So to make this program work you'd have
11 to have also ATSI agree to communicate these warnings
12 to the FirstEnergy Operating Companies, correct?

13 A. Yes.

14 Q. Do you know how many of these -- I'm
15 going to use your acronym -- PCLLRWs are called each
16 year?

17 A. Let's be clear, it's PJM's acronym. I
18 don't ever want to take credit for their acronyms.

19 But I did not count those up. Some
20 years there's not many for a given transmission
21 utility, other years there can be quite a few.

22 And on certain days or times of high
23 grid loading there can be maybe dozens in a given
24 day, so we had that in central Ohio June of 2022.

25 Q. Now, these warnings are issued to the

1 transmission operator, correct?

2 A. That's my understanding.

3 Q. If you turn to page 8 of your testimony,
4 lines 14 and 16, you quote the testimony of Mr. Stein
5 indicating that to date during the ESP IV the
6 Companies have not called a load interruption on the
7 distribution system independent of PJM during the
8 term of ESP IV, do you see that?

9 A. Yes.

10 MS. BOJKO: I'm sorry, which page.

11 EXAMINER ST. JOHN: Mr. Proano, could
12 you just note which page you were on?

13 MR. PROANO: I'm sorry, your Honor.
14 This was page 8, lines 14 through 16.

15 EXAMINER ST. JOHN: Thank you very much.
16 By Mr. Proano:

17 Q. Are you aware that during the polar
18 vortex in January 2014, FirstEnergy did call
19 mandatory curtailment of the Rider ELR participants
20 directly independent of PJM?

21 A. I wasn't specifically aware, but that
22 sounds -- I would believe it.

23 Q. Now, if you look at page 8, line 17
24 through 18, there's a sentence here, I'm going to
25 quote it, additionally -- I'm sorry, page 8, line 17

1 through 18, "Additionally, transmission voltage
2 customers do not use a distribution grid, thereby
3 reducing the effectiveness of this approach." Do you
4 see that?

5 A. Yes.

6 Q. But curtailing transmission voltage,
7 customers do help a zonal transmission system,
8 correct?

9 A. Yes.

10 Q. Now, we can't predict whether in the
11 future FirstEnergy may encounter situations where it
12 would need to call an event independent of PJM,
13 correct?

14 A. I don't think that's fair. I think we
15 have had extreme weather in Ohio that's created
16 transmission system failures that have created pretty
17 damaging economic harm to manufacturers, and also
18 safety risks to the residential population, and I
19 think there should be -- you can look forward into
20 the future and do weather forecasts and consider
21 extreme events, and look at probabilities and
22 likelihoods that there will be transmission system
23 line overloading, and transmission system lines -- we
24 have their thermal limits.

25 Thermal limits are known, as are the

1 peak loads on those lines, and so I think there
2 should be -- if we were taking reliability seriously
3 in this state, there should be an evaluation of the
4 transmission system lines, the peak loads on the
5 lines, and severe weather cases, if those lines could
6 get overloaded, especially if a -- if a neighboring
7 transmission line goes down and load switches.

8 So can you predict exactly? No. Can
9 you do a forecast and look at probabilities and
10 understand the probability of this sort of emergency
11 happening again? Yes, you can do that, and you
12 should if you want to avoid an emergency.

13 MR. PROANO: I move to strike, and I'd
14 like my question to be reread, please.

15 EXAMINER ADDISON: I'll allow the
16 question to be reread.

17 (Record read back.)

18 MS. BOJKO: Your Honor, that was a
19 pretty broad question using FirstEnergy may do X. It
20 was a hypothetical, and he answered the hypothetical
21 of why you can or cannot predict these events in
22 weather.

23 EXAMINER ADDISON: Thank you.

24 MR. PROANO: May I respond, your Honor?

25 EXAMINER ADDISON: Hold on, we're going

1 to provide Mr. Seryak the same courtesy that we
2 provided our other witnesses.

3 That is your one bite at the apple,
4 Mr. Seryak. I would advise you to listen to
5 Mr. Proano's questions and try to answer his
6 questions directly as well as you can.

7 If there's additional information you
8 would like the Commission to consider, Ms. Bojko will
9 have an opportunity to bring that out on redirect.

10 THE WITNESS: Thank you.

11 EXAMINER ADDISON: Thank you.

12 Mr. Proano.

13 MR. PROANO: Thank you.

14 By Mr. Proano:

15 Q. Under the tariff proposed for ESP V,
16 FirstEnergy would retain the ability to independently
17 curtail load under Rider ELR, correct?

18 A. Yes.

19 Q. Have you done any kind of study or poll
20 of the Rider ELR participants regarding at what
21 credit level they would exit the program or not
22 participate in the PJM demand response programs?

23 A. No, I haven't. I do recommend a study
24 in my testimony.

25 EXAMINER ADDISON: Can you provide some

1 detail as to what that study would look like?

2 THE WITNESS: Yes. So I provide like a
3 very high level general suggestion in my testimony.

4 I think more -- with enough time and
5 direction I could certainly come up with more
6 details, or others could, but I think I'm
7 recommending the study look at available
8 interruptible load for all rate classes and determine
9 how that load can be effectively utilized.

10 So to determine effectiveness it would
11 include something such as a survey of existing
12 participating customers in the ELR, other customers
13 you would ask what capabilities they have, their
14 willingness, and you would also ask about price, what
15 price or compensation would they need for certain
16 amounts of interruption or frequency of interruption.

17 EXAMINER ADDISON: So it would be
18 conducted primarily through a survey?

19 THE WITNESS: Possibly. I'm not sure.

20 EXAMINER ADDISON: Sure.

21 THE WITNESS: But I think a survey --
22 you for sure would want a survey to be part of it
23 because customers -- the customer decision to
24 participate would be critical to the success of the
25 program.

1 So you'd want to understand if they are
2 willing, the amount of compensation that is
3 worthwhile to them, and about how much load they
4 would be willing to curtail or interrupt.

5 EXAMINER ADDISON: Thank you. Thank
6 you, Mr. Proano.

7 MR. PROANO: Thank you, your Honor. No
8 further questions.

9 EXAMINER ADDISON: Thank you. Any
10 questions on behalf of the Company?

11 MR. ALEXANDER: No.

12 EXAMINER ADDISON: Staff?

13 MS. BOTSCHNER O'BRIEN: We have a few.

14 CROSS-EXAMINATION

15 By Ms. Botschner O'Brien:

16 Q. Good morning.

17 A. Good morning.

18 Q. I'm Amy Botschner O'Brien. I have a few
19 questions for on you behalf of Staff, and this is
20 just a sort of following up to some of Mr. Proano's
21 questions.

22 You recommend that the FirstEnergy's ELR
23 proposal as designed should be rejected; is that
24 correct?

25 A. Yes.

1 Q. And referencing page 12 of your
2 testimony.

3 A. Yes.

4 Q. But then you provide some alternative
5 recommendations if the Commission does decide to
6 continue the program, correct?

7 A. Yes.

8 Q. One of those recommendations found on
9 page 12, line 18, is that the program should be open
10 to any commercial and industrial customer desiring to
11 participate and who can demonstrate its ability to
12 curtail load or dispatch behind-the-meter generation
13 or storage when called upon; is that correct?

14 A. That's right.

15 Q. So under your proposal there would be no
16 limit on the amount that nonparticipating customers
17 pay to fund the program; is that correct?

18 A. I would not recommend a limitless
19 program, so this is where a study would come in. So
20 I suppose in addition to surveying customers in
21 potential one would also want to look at, in a
22 transmission line overloading scenario, how much load
23 is needed to be reduced to ensure that the line
24 doesn't overload, and that may only be five or ten
25 percent of the load on the line.

1 It may be that there is more technical
2 potential, economic potential, willingness from
3 customers.

4 There might be plenty of willing
5 customers to meet the load reduction and you would
6 have a case of more load reduction resources
7 available than you need to solve the problem.

8 At that point you would probably lower
9 the compensation. There would need to be some
10 mechanism where you don't, you know, have an
11 oversupply of load response, so that could be a lower
12 price offered, it could be a reverse auction.
13 There's a number of methods to do that.

14 Q. Okay. Thank you.

15 MS. BOTSCHNER O'BRIEN: That's all I
16 have for this witness.

17 EXAMINER ADDISON: Thank you very much.
18 Ms. Bojko, redirect?

19 MS. BOJKO: Could we have five minutes,
20 your Honor?

21 EXAMINER ADDISON: Absolutely. Let's go
22 off the record.

23 (Recess taken.)

24 EXAMINER ADDISON: Let's go back on the
25 record. Ms. Bojko?

1 MS. BOJKO: Yes, just a couple
2 questions, your Honor.

3 EXAMINER ADDISON: Please proceed.

4 - - -

5 REDIRECT EXAMINATION

6 By Ms. Bojko:

7 Q. Mr. Seryak, do you recall questions
8 regarding the modified ELR program that you're
9 recommending?

10 A. Yes.

11 Q. Why are you recommending a modified ELR
12 program?

13 A. I'm recommending a modified ELR program
14 because I think, as designed, the ELR program is
15 duplicative of PJM's demand response program, but I
16 do think there is a gap on using interruptible load
17 and demand response for transmission system issues.

18 Q. And you were asked a question about
19 OMAEG's membership. Do you believe, with your
20 modified ELR program, that OMAEG would have members
21 that would want to participate in such modified ELR
22 programs?

23 A. Yes, I do.

24 MS. BOJKO: That's all I have, your
25 Honor. Thank you.

1 EXAMINER ADDISON: Thank you very much,
2 Ms. Bojko.

3 OEG?

4 MR. COHN: I do have one.

5 - - -

6 CROSS-EXAMINATION

7 By Ms. Cohn:

8 Q. Mr. Seryak, do you think it's valuable
9 for a distribution utility to be able to curtail
10 customers to protect distribution reliability?

11 A. Yes.

12 MS. COHN: Thank you. That's all.

13 EXAMINER ADDISON: Mr. Long.

14 MR. LONG: No questions, your Honor.

15 EXAMINER ADDISON: Mr. Finnigan?

16 MR. FINNIGAN: No questions, your Honor.

17 EXAMINER ADDISON: Ms. Whitfield?

18 MS. WHITFIELD: No questions, your
19 Honor.

20 EXAMINER ADDISON: Mr. Barbara?

21 MR. BARBARA: No questions, your Honor.

22 EXAMINER ADDISON: Mr. Hays?

23 MR. HAYS: No questions, your Honor.

24 EXAMINER ADDISON: Mr. Proano?

25 MR. PROANO: No, thank you, your Honor.

1 EXAMINER ADDISON: Mr. Alexander?

2 MR. ALEXANDER: Just one.

3 - - -

4 CROSS-EXAMINATION

5 By Mr. Alexander:

6 Q. With regard to Ms. Bojko's question
7 about whether OMAEG members may wish to participate
8 in the ELR, have you quantified the number of
9 interruptible megawatts associated with the OMAEG
10 members who you believe may wish to participate in
11 the ELR?

12 A. No, I haven't.

13 MR. ALEXANDER: No further questions.

14 EXAMINER ADDISON: Any questions from
15 Staff?

16 MS. BOTSCHNER O'BRIEN: No questions,
17 your Honor.

18 - - -

19 EXAMINATION

20 By Examiner Addison:

21 Q. Very quickly, Mr. Seryak, on pages 15
22 and 16 of your testimony you have testimony related
23 to the Companies' proposed Rider VMC. Do you see
24 those references?

25 A. Yes.

1 Q. And ultimately you recommend denying the
2 Companies' proposal, is that correct, for Rider VMC?

3 A. That's right.

4 Q. Have you reviewed Staff witness
5 Messenger's testimony filed in this proceeding in
6 regards to the Vegetation Management Cost Recovery
7 Rider?

8 A. I do not believe I reviewed his
9 testimony.

10 Q. Her testimony?

11 A. Sorry. I do not believe I reviewed her
12 testimony.

13 EXAMINER ADDISON: Thank you. That's
14 all I have. You're excused, Mr. Seryak. Thank you
15 very much for your testimony.

16 (Witness excused.)

17 MS. BOJKO: Thank you, your Honor. At
18 this time OMAEG would like to move admission of OMAEG
19 Exhibit 1, Mr. Seryak's testimony.

20 EXAMINER ADDISON: Thank you. Any
21 objections to the admission of OMAEG Exhibit 1 at
22 this time? Then it will be admitted.

23 (EXHIBIT ADMITTED INTO EVIDENCE.)

24 MS. BOJKO: Thank you, your Honor.

25 EXAMINER ADDISON: Let's go off the

1 record for ten minutes, take a brief break.

2 (Recess taken.)

3 EXAMINER PRICE: Let's go back on the
4 record. Ms. Bojko, you may call your next witness.

5 MS. BOJKO: Thank you, your Honor. At
6 this time OMAEG would like to call Mr. Ryan
7 Schuessler to the stand.

8 EXAMINER PRICE: Please raise your right
9 hand. Do you swear the testimony you're about to
10 give is the truth, the whole truth, and nothing but
11 the truth?

12 THE WITNESS: I do.

13 EXAMINER PRICE: Please state your name
14 and business address for the record.

15 THE WITNESS: My name is Ryan Schuessler
16 and my place of business is 130 West 2nd Street,
17 Suite 1850, Dayton, Ohio 45402.

18 - - -

19 RYAN S. SCHUESSLER

20 being first duly sworn, as prescribed by law, was
21 examined and testified as follows:

22 DIRECT EXAMINATION

23 By Ms. Bojko:

24 Q. Mr. Schuessler, did you file or cause to
25 be filed testimony regarding the FirstEnergy Electric

1 Security Plan No. V?

2 A. I did.

3 MS. BOJKO: Your Honors, at this time
4 I'd like to mark as OMAEG Exhibit 2 the direct
5 testimony of Ryan Schuessler.

6 EXAMINER PRICE: It will be so marked.

7 (EXHIBIT MARKED FOR IDENTIFICATION.)

8 By Ms. Bojko:

9 Q. Mr. Schuessler, do you have in front of
10 you what has been marked an OMAEG Exhibit 2?

11 A. Yes.

12 Q. Do you recognize this document as the
13 testimony you filed on October 23rd, 2023, in this
14 proceeding?

15 A. Yes.

16 Q. And was this testimony prepared by you
17 or under your direction?

18 A. Yes.

19 Q. And on whose behalf are you testifying
20 today?

21 A. I'm testifying on behalf of the Ohio
22 Manufactures' Association Energy Group.

23 Q. And since the filing of your testimony
24 do you have any changes?

25 A. I do not.

1 Q. If I were to ask you the same questions
2 today as they appear in your testimony, would your
3 answers be the same?

4 A. Yes.

5 MS. BOJKO: At this time, your Honors,
6 I'd like to move OMAEG Exhibit 2, subject to
7 cross-examination, and I tender the witness for
8 cross.

9 EXAMINER PRICE: We'll defer ruling on
10 your motion for admission until after the
11 cross-examination. Mr. Proano?

12 MR. PROANO: Thank you, your Honor.

13 CROSS-EXAMINATION

14 By Mr. Proano:

15 Q. Good morning, Mr. Schuessler. My name
16 is David Proano from Baker Hostetler representing
17 Ohio Energy Leadership Council in this matter.

18 Could you please turn to page 5 of your
19 testimony and look at Question and Answer 10? And
20 you talk about Rider NMB being the single largest
21 charge paid for by manufacturers who are shopping for
22 their energy supply, do you see that?

23 A. Yes. Lines 5 through 7?

24 Q. Correct.

25 A. Yes.

1 Q. And you're referring to customers that
2 are on a Competitive Supply Agreement, correct?

3 A. That is correct.

4 Q. Is that true for all four service
5 voltages, manufacturers in secondary, primary,
6 subtransmission, and transmission?

7 A. I believe this is true.

8 Q. You provide an example for primary
9 voltage, correct, lines 6 and 7?

10 A. Yes.

11 Q. And you say Rider NMB can account for as
12 much as 37.5 percent for a primary voltage
13 manufacturer in FirstEnergy territory, correct?

14 A. That is correct.

15 Q. Now -- and you refer to the bill
16 calculator FirstEnergy has in Footnote 4, but how did
17 you calculate that 37.5 percent?

18 A. So that 37.5 percent using FirstEnergy's
19 bill calculator, you can input billing determinants,
20 and I used billing determinants for a representative
21 primary voltage manufacturer, and then took the total
22 cost of transmission versus the cost of other riders.

23 Q. Are there situations -- usage situations
24 where that charge could actually be higher than
25 37-and-a-half percent?

1 A. Yes, that 37-and-a-half percent is kind
2 of a representative target, but it could be higher,
3 it could be lower.

4 Q. If you look at page 10 of your
5 testimony, question 19.

6 A. Okay.

7 Q. Lines 12 to 13 you refer to the
8 Recommendation No. 1 by the auditor, which is Exeter,
9 related to its review of the Rider NMB program,
10 correct?

11 A. That is correct.

12 Q. And Rider -- the recommendation made by
13 that auditor was eliminate Rider NMB for all
14 customers and assign those charges to the CRES
15 providers, correct?

16 A. That is correct.

17 Q. Now, are you aware that some customers
18 have long-term competitive supply agreements with
19 their suppliers?

20 A. Yes.

21 Q. And currently -- unless the customers
22 are in the pilot program and are shopping, currently
23 those customers pay Rider NMB charges to FirstEnergy,
24 correct?

25 A. Sorry, could you repeat the question?

1 Q. Yeah. Currently -- so customers that
2 are not in the pilot and are shopping, currently
3 those customers, all other customers, pay their Rider
4 NMB transmission charges to FirstEnergy, correct?

5 A. That is correct.

6 Q. So if Exeter Recommendation No. 1 were
7 adopted it could have an affect on the CRES supply
8 agreements for those customers with long-term supply
9 agreements, correct?

10 A. So if you look at question -- my
11 Question and Answer 22, I'm somewhat referencing this
12 in that this may have the potential to effect CRES
13 supply agreements.

14 And I do think it would be
15 something that -- it would be on an agreement by
16 agreement or contract by contract, but I think it's
17 definitely something to be aware of.

18 Q. Because all of a sudden you have a
19 long-term supply agreement, and suddenly the supplier
20 would be responsible for adding transmission charges
21 to that supply agreement, would you agree?

22 A. Correct.

23 Q. If you look at question 23, page 12,
24 please.

25 A. Yes.

1 Q. And that answer generally is supportive
2 of FirstEnergy's Rider NMB 2 proposal, correct?

3 A. Yes. I'm agreeing with FirstEnergy's
4 proposed NMB2 in that it is billing manufacturers on
5 their NSPL.

6 Q. Does your testimony anywhere address the
7 issue of disparity between NMB1 customers with old
8 meters and MB2 customers with advanced or interval
9 meters?

10 A. What disparity would you be referring
11 to?

12 Q. The fact that customers with old meters
13 would be still billed under monthly demand.

14 A. I believe my testimony references that
15 for question 20 and answer 20 in part, in that
16 FirstEnergy's proposal resembled the auditor's
17 recommendation, but has that separate NMB1 in MB2,
18 but otherwise, no.

19 Q. Are you aware that in Ohio Edison
20 territory only 27 percent of nonresidential customers
21 would qualify for the Rider NMB2 rate currently?

22 MR. ALEXANDER: Can I have that question
23 read, please?

24 EXAMINER PRICE: Yes, please.

25 (Record read back.)

1 MR. ALEXANDER: Objection.

2 EXAMINER PRICE: Grounds?

3 MR. ALEXANDER: Assumes facts. That
4 fact is not in evidence anywhere.

5 EXAMINER PRICE: Was it contained in
6 FirstEnergy testimony?

7 MR. ALEXANDER: It was not. The
8 FirstEnergy witness testimony provided the number of
9 eligible customers as of date certain. This question
10 was currently.

11 MR. PROANO: Your Honor, actually OELC
12 Exhibit 32 that has been admitted, on page 21 does
13 have that calculation. It shows 27 percent, uses the
14 FirstEnergy numbers and just adds the percentage to
15 them, so it is part of the record.

16 EXAMINER PRICE: Overruled.

17 MR. PROANO: Could you reread the
18 question, please?

19 (Record read back.)

20 THE WITNESS: So that's not a number I
21 vetted myself, but having reviewed the OELC
22 testimony, I was aware of that.

23 MR. PROANO: No further questions.
24 Thank you.

25 EXAMINER PRICE: Thank you. OEG.

1 MR. COHN: No, your Honor.
2 EXAMINER PRICE: RESA.
3 MR. LONG: No, your Honor.
4 EXAMINER PRICE: OCC?
5 MR. FINNIGAN: No questions, your Honor.
6 EXAMINER PRICE: Kroger?
7 MS. WHITFIELD: No questions, your
8 Honor.
9 EXAMINER PRICE: Mr. Barbara?
10 MR. BARBARA: No questions, your Honor.
11 EXAMINER PRICE: NOAC?
12 MR. HAYS: No questions, your Honor.
13 EXAMINER PRICE: Mr. Settineri?
14 MR. SETTINERI: No questions, your
15 honor.
16 EXAMINER PRICE: Mr. Alexander?
17 MR. ALEXANDER: No questions.
18 EXAMINER PRICE: Staff?
19 MS. BOTSCHNER O'BRIEN: No questions,
20 your Honor.
21 EXAMINER PRICE: You're excused.
22 MS. BOJKO: No redirect?
23 EXAMINER PRICE: I'm not surprised. I
24 anticipated no redirect. Great minds think alike.
25 (Witness excused.)

EXAMINER PRICE: At this time we'll take
the motion to admit OMAEG Exhibit 2. Any objections?
Seeing none it will be admitted.

(EXHIBIT ADMITTED INTO EVIDENCE.)

EXAMINER PRICE: Off the record.

(Discussion off the record.)

EXAMINER PRICE: Let's go back on the
record. We will adjourn for the day. We will take
up our next witness on Monday at 9:30. Thank you
all.

(Thereupon, the hearing was
adjourned at 11:24 a.m.)

- - -

CERTIFICATE

I do hereby certify that the foregoing
is a true and correct transcript of the proceedings
taken by me in this matter on Friday, December 1st,
2023, and carefully compared with my original
stenographic notes.

Valerie J. Grubaugh,
Court Reporter and Notary
Public in and for the State
of Ohio.

My commission expires August 11, 2026.

**This foregoing document was electronically filed with the Public Utilities
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Case No(s). 23-0301-EL-SSO

Summary: Transcript of Ohio Edison Company, CEI and The Toledo Edison Company hearing held on 12/01/23 - Volume XII electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Grubaugh, Valerie.