BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE OVEC GENERATION	)
PURCHASE RIDER AUDITS REQUIRED BY R.C.	)
4928.148 FOR DUKE ENERGY OHIO, INC., THE	)
DAYTON POWER & LIGHT COMPANY, AND	) CASE NO. 21-0477-EL-RDR
AEP OHIO.	)

JOINT REPLY BRIEF OF CITIZENS' UTILITY BOARD OF OHIO & UNION OF CONCERNED SCIENTISTS

Pursuant to the attorney examiner's directive in this case, Citizens' Utility Board of Ohio ("CUB") and the Union of Concerned Scientists ("UCS") jointly submit the following post hearing reply brief on the Compliance Audit for the OVEC Generation Purchase Rider for Duke Energy Ohio, Inc., the Dayton Power & Light Company (d/b/a/ AES Ohio), and AEP Ohio (collectively "the Companies"). CUB and UCS submit this brief to reply to certain arguments made by the Companies, Staff of the Public Utilities Commission ("PUCO"), and other parties as it pertains to customer-funded subsidies of the Companies' ownership of two 1950s-era coal-fired electric generation plants under the auspices of the Ohio Valley Electric Corporation ("OVEC").

I. INTRODUCTION

With all the time spent and ink spilled analyzing the decisions made concerning the operation of the OVEC plants during the Audit Period of 2020, one fact that must not be lost is that the OVEC plants cost twice as much to operate than the revenue they bring in from the PJM market. During the Audit Period, the total billed charges from the Legacy Generation Resource Rider ("LGR") cost Ohio ratepayers $117.9 million more than the market price for the same amount of energy, capacity, and ancillary services.[1] Ohio ratepayers, through the LGR, are on the hook for this cost even though they could have gotten a much better deal for electricity from other resources in the PJM market.

Here, the Companies bear the burden of demonstrating that costs passed through the LGR were just, reasonable, and prudently incurred, and that all actions taken were in the best interests of customers. As Ohio Consumers' Counsel ("OCC") points out, the Ohio Supreme Court has defined a prudent decision as "[o]ne which reflects what a reasonable person would have done in light of conditions and circumstances which were known or reasonably should have been known at the time the decision was made."[2] During 2020, the Companies were faced with pattern of exceptionally high prices paid under the OVEC Agreement (relative to market value) since at least 2015, plummeting energy prices, a global pandemic creating uncertainty in the market, and coal contracts that resulted in unnecessarily high inventory. The Companies attempted to meet that burden in their initial briefs, however, with a combination of claims of limited power over OVEC's decision making,[3] and reliance on the *status quo* to address the changes that occurred (and are still occurring) in the

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[1] *See CUB*/UCS Br. at 10-12. Note that the PUCO-ordered Audit Reports showed that AEP, Duke and DP&L overcharged consumers $105 million in above-market price coal plant subsidy costs during 2020. The discrepancy between the Auditor and CUB/UCS amounts lie in the methodology where the Auditor was conducting an accounting audit, and as such relied on accounting month data for some of its calculations, while CUB/UCS analysis focused on net costs incurred and revenues earned each month, regardless of when they are recorded on the Company's books.

[2] OCC Br. at 7 (citing *Cincinnati v. Pub. Util. Comm*., 67 Ohio St.3d 523, 530, 620 N.E.2d 826, 830 (1993)).

[3] *See* Duke Br. at 34 (Duke claims that "Given the structure of the OVEC relationship, the Company's influence in "all actions" is limited to its nine percent interest). *See also* AES Br. at 22 (AES claims that "AES Ohio has one seat on OVEC's board and on its Operating Committee, and AES Ohio thus does not have the ability to control OVEC's actions.") Note however, as CUB/UCS mentioned in its brief, if each Company really has so little power and influence, then it means they are imprudently asking passing the significant costs associated with the OVEC plants onto their ratepayers but have only limited authority to control operational and planning decisions that drive those costs (CUB/UCS Br. at 25.).

market. The Commission should not be moved by these claims or swayed that these arguments are evidence of reasonableness or prudence, and surely not be convinced that overcharging customers by over $117.9M is in the best interest of those customers.

II. ARGUMENT

1. The Companies have not met their burden of demonstrating that their decisions were reasonable and prudent.

In our initial brief in this case, CUB and UCS recommended that the PUCO disallow the $117.9M costs above the market value of OVEC's energy and capacity in PJM otherwise to be passed on to Ohio ratepayers through the LGR.[4] We based this recommendation on the fact that the OVEC plants were uneconomically committed, and thus incurred unreasonable and imprudent excess variable costs during the audit period; coal procurement methods that fed the OVEC plants during the economic downturn in 2020 were unreasonable and imprudent under the circumstances; and OVEC's unreasonable and imprudent environmental upgrade costs and decisions in 2020 costs customers millions. As we mentioned in our brief, and stand by today, CUB and UCS do not challenge the fact that the Companies should pay the cost to OVEC and abide by its contractual obligations, but challenge whether those costs, when based on a lack of prudent mitigation tactics and unreasonable decision-making, should be passed on to ratepayers.[5] We do not believe that the Companies' attempted justifications are acceptable, and specifically reply to their arguments supporting their must-run status and coal procurement, below.

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[4] CUB/UCS Br. at 10.
[5] *Id.* at 37.

a. Continued use of must-run regime with foreseeable losses was imprudent and not in consumers' interest.

The Audit in this case states that OVEC charges passed on through the LGR, and other predecessor OVEC riders, cost customers more than the cost of energy and capacity that could be bought on the PJM wholesale market.[6] This impact is due in large part to OVEC and its operating companies' decision to maintain uneconomic, must-run dispatch of its coal plants. During 2020, the OVEC units were online and committed for nearly all the audit period despite incurring significant net revenue losses.[7] Uneconomic plant operation led to lower market revenues than OVEC would have incurred had it limited operations to periods when the plants' production costs equaled or were below energy market costs. CUB and UCS, through expert testimony, argue that this shows that OVEC is not acting to limit incurring negative energy margins at its plants, and instead is operating its plants even when it projects that doing so will incur negative margins.[8] OCC, similarly, presented expert analysis showing that not only was must-run commitment costly to ratepayers, but that "OVEC failed to operate the plants consistently with how merchant coal plant owners attempting to maximize revenues would bid their plants into the PJM Day-Ahead Energy market or in the best interest of retail ratepayers."[9] These conclusions represent *prima facie* evidence of disallowable imprudent costs.

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[6] Staff Ex. 2 at 9; Staff Ex. 4 at 9; Staff Ex. 6 at 9.
[7] CUB/UCS Br. at 19.
[8] *Id.*
[9] OCC Br. at 16.

The argument by the Companies in support of the OVEC plants' must-run status is that large 1950's era "baseload" coal plants were not designed to cycle on and off.[10] Specifically, AEP states that if OVEC were continuously cycled from economic commitment, the many cycling problems would reduce the OVEC units' ability to bring value to customers, and cost more to maintain.[11] Reliance on a claim of inflexibility does not satisfy the Companies' burden. Coal unit owners can account for such expenses and include such costs into their bids and allow PJM to consider those costs when making the commitment decision. If the units must run for safety issues, then they can do so for a brief period.

Further, the must-run status has brought customers no value, other than the privilege to pay millions more for the same power. As CUB/UCS Witness Glick stated, "if the units have operational characteristics that make them inherently challenging to operate economically within the current market, then perhaps they are not good assets to continue operating and funding through ratepayers."[12]

AEP, citing the Commission's Order in *In re Review of the Reconciliation Rider of Duke Energy Ohio, Inc.* (hereafter "2019 Duke Audit),[13] states that the must-run commitment strategy must be evaluated based on what is known at the time of the commitment decision without the benefit of hindsight.[14] However, hindsight is not necessary to discern that at the moment (during Audit Year 2020) the plants were known to have a legacy of losing money and the impacts of the pandemic on the energy

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[10] *See* AEP Br. at 11-12.
[11] *Id.* at 15.
[12] CUB/UCS Br. at
[13] *See* Opinion & Order, In re Review of the Reconciliation Rider of Duke Energy Ohio, Inc., Case No. 20-167 (Sept. 6, 2023).
[14] AEP Br. at 15.

market was evident. First, as we pointed out in initial brief, the losses the Companies' incurred (as detailed above) in 2020 "continued a pattern of exceptionally high prices paid under the OVEC Agreement (relative to market value) since at least 2015."[15] These losses resulted in total above-market costs from 2015-2020 at over $1.245 billion.[16] The Companies knew in real-time in 2020 that their costs were well above market throughout the year. As OCC cites, using Duke as an example, OCC Witness Stanton found that OVEC's costs were "20% higher than the PJM energy market price, on average, for the entire year and up to 88% of the time during 2020, OVEC operated the coal plants when their costs exceeded PJM energy market revenues."[17] Further, OCC points out the PUCO's ruling that: "Retail cost recovery may be disallowed as a result of the annual prudency review if the output from the units was not bid in a manner consistent with participation in a broader competitive marketplace of sellers attempting to maximize revenues."[18] A decision to continue to take on significant loss because the alternative would be significantly *more* loss, may be reasonable in the short term. However, with the knowledge and data that shows day to day, year to year losses, without attempting to mitigate that loss, is not reasonable.

The intervenors in this case all suggest that the option to administer an economic commitment strategy all or part of the time is the prudent decision as opposed to continuing must run commitment and the continuing the substantial losses that the ratepayers are forced to subsidize. As CUB and UCS stated in our brief, OVEC should

[15] CUB/UCS Br. at 13.
[16] *Id*. (citing Glick Testimony Table 4:"OVEC power costs and revenues under the OVEC Agreement vs. market").
[17] OCC Br. at 13-14.
[18] OCC Br. 19-20 (citing In the Matter of the Application Seeking Approval of Ohio Power Company's Proposal to Enter into an Affiliate Power Purchase Agreement for Inclusion in the Power Purchase Agreement Rider, Case No. 14- 1693-EL-RDR, Opinion and Order at 89 (March 31, 2016)).

either (a) generally commit units based on economic factors, letting the market determine when to operate them, or (b) make decisions based on a well-documented analysis that considers future projections and pricing.[19] However, OVEC does not consider economic commitment and does not produce or rely on forward-going economic analysis to inform its unit commitment decisions. OCC, through expert analysis, concluded that the Companies should have used a daily economic analysis to inform its daily decisions "to either designate the plant as economic or shut down the plant until prices recover."[20]

Yet it is not just the intervenors who question continued adherence to the costly must-run commitment regime. The Auditor recommends that "ideally" the units should be "committed based on economics all or most of the time" and at the least allow flexibility on an ongoing basis,[21] and "believes that the changes to OVEC's must-run strategy was prudent, compared with allowing must-run commitment only."[22] Even Duke's own witness agrees that "running the units solely as 'Must Run' without consideration of market forecasts and unit limitations, may not be in the best interest of customers."[23]

OVEC's switch to economic commitment, while brief, demonstrates that the plants can run and be offered into the market as economic plants with an economic dispatch commitment strategy. In fact, the Auditor and the Companies all agree that

[19] CUB/UCS Br. at 25-26.
[20] OCC Br. at 16
[21] Staff Ex. 2 at 10; Staff Ex. 4 at 10; Staff Ex. 6 at 10.
[22] Staff Ex. 2 at 44; Staff Ex. 4 at 48; Staff Ex. 6 at 50.
[23] Duke Ex. 6(Swez) at 12. In their brief OMAEG pointed out that Witness Swez agreed on cross that it is in the best interest of customers for Duke to pursue strategies or options that would reduce the cost to customers or maximize the value of the OVEC plants for its customers (Tr. Vol. III at 745 (Cross-Examination of Swez)) OMAEG Br. at 57.

moving to economic commitment (at least temporarily) in 2020 was prudent. Nowhere do the Companies say that the decision to move temporarily away from must-run was the reason for OVECs $117.9 million over market costs to customers. As Ohio Manufacturers Association Energy Group ("OMAEG") points out, even after the brief period from April to June in 2020, which provided data that the Sponsoring Companies could have used, none of them recommended a permanent change or made efforts to determine whether permanently switching to allow the OVEC plants to be offered into the markets on an economic commitment basis would provide benefits to customers.[24] In fact, after June 30, 2020, the Companies contend that further deviation from the must-run regime was not an option.[25] However, there was nothing that appeared to magically change in late June that resulted in an upturn in the economy or in the energy market. Duke states that substantial additional use of economic commitment offer would have resulted in negative overall margin for customers, not a higher or greater margin.[26] However, the company admits that a recommitment study was not conducted. We contend that the due diligence was not conducted by the companies to determine whether the continued use of economic commitment would have benefitted customers more than a return to must run. Reasonableness and prudence in the face of pandemic uncertainty and beyond should include a reasonable and prudent analysis, not continued reliance on an internal agreement.

b. The Companies' failure to renegotiate or investigate adjusting its coal procurement was imprudent and unreasonable.

[24] OMAEG Br. at 55.
[25] AEP Br. at 16.
[26] Duke Br. at 35

The main reason why the Companies did not advocate for OVEC to continue with its switch to optional economic dispatch, as AEP contends, is based on their commitment to accept and burn coal under its coal supply contracts.[27] OVEC's coal contracts require the plants to "accept a minimum amount of coal," even if that minimum amount is above and beyond what OVEC actually needs or can feasibly use.[28] The Auditor found that continuation of these contracts resulted in 2020 coal inventory levels averaging about 57 days for Clifty Creek and 66 days for Kyger Creek, which is "significantly above OVEC's recommended seasonal inventory.[29] Further, as OMAEG points out, the Companies did not perform any independent analyses of the prudency and reasonableness of OVEC's fuel contracts or its fuel procurement practices.[30]

It is true that, as AES states and the Auditor explained, entering into the coal contract in question in 2012 "would probably have included higher prices."[31] AES goes on to cite the *2019 Duke Audit* Order's determination that "rejected the argument that OVEC's fuel contract with Resource Fuels was imprudent."[32] AEP suggests that there is no cause for the Commission to reach a different conclusion in this proceeding because "it is necessary for baseload coal-fired units such as the OVEC units to procure a steady, reliable stream of fuel through long-term contracts."[33] Yet, that holding for *Duke's 2019 Audit* case came with the adoption of the recommendation that the Companies "continue negotiations with coal suppliers and conduct an internal audit to

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[27] AEP Br. at 12.
[28] OMAEG at 58.
[29] Staff Ex. 8C at 6 (Public AES Supplement); Staff Ex. 8C at 2 (Public AEP Supplement); Staff Ex. 8C at 9 (Public Duke Supplement).
[30] OMAEG at 57
[31] AES Br. at 20.
[32] *Id.*
[33] AEP Br. at 4.

improve coal procurement management."[34] The Companies chose to ignore that recommendation and conduct no negotiations and address the record low demand with continued rates of burning coal. As OMAEG Witness Seryak points out, LEI has repeatedly found that the costs of coal under the Resource Fuels contract for Clifty Creek are unreasonably high, resulting in OVEC's coal costs being above-market.[35] The Audit's recommendation may have been reasonable in the pre-pandemic best of times, but during the heat of the pandemic, it became essential.

It is not beyond Commission authority, nor its precedent, to disallow fuel costs resulting from such unreasonable inaction. OEC points to an analogous Ohio Supreme Court decision in the *Vectren* case, where the court upheld the Commission's decision to disallow costs from natural gas contracts above what customers actually needed.[36] In contravention of the *Vectren* decision, here the Companies consistently allowed OVEC to pursue a strategy that resulted in oversupply of coal and when OVEC faced a steep reduction in demand, the Companies still took no steps to investigate whether OVEC should take steps to adjust its procurement strategy.[37]

AEP defends its lack of action to address the coal contract issue by claiming any challenge related to OVEC's coal procurement would lead to the harmful outcome that OVEC could never enter into long-term coal contracts for fear of a disallowance if the spot price dips below the contract price. That is not the argument; being made by CUB and UCS, and not the result contemplated. While we agree with AEP that there were no

[34] Duke Order at paragraph 61.
[35] OMAEG Ex. 1 (Seryak) at 23.
[36] OEC Br. at 12 (citing *Vectren Energy Delivery of Ohio, Inc. v. Pub. Util. Comm.*, 2006-Ohio-1386, 113 Ohio St. 3d 180, 863 N.E.2d 599).
[37] *Id.*

new fuel contracts that intervenors challenge, we very much disagree with the conclusion that there were no "actions of the electric distribution utilities" related to fuel for the Commission to review.[38] Faced with a global pandemic impacting the economy and resulting in record low demand for electricity, the companies' failure to even attempt to contact their suppliers about renegotiating their contract or requesting some relief is imprudent. The Companies' Witnesses claim there were safety concerns with the ever-increasing coal piles, and they chose to burn excess coal not needed in the market for demand instead of asking their coal suppliers for relief. Duke suggests that had OVEC failed to allow receipt of additional coal during the Audit period, due to additional use of economic commitment strategy, OVEC could have potentially incurred liquidated damages for defaulting on its coal contract obligations.[39] However, Duke also recognized the decreased manufacturing, consumption, and overall energy demand was clear through the Audit period, thus increasing the coal inventory level.[40] Whether the initial signing of the contract was prudent does not alleviate the Companies' duty to act prudently regarding actions made and not made in 2020.

Duke claims that the coal inventory levels were higher than the target for 2020 due to several factors outside of OVEC or the Company's control.[41] This is the very reason why OVEC should have renegotiated its coal contract and why the Companies should have done more to see that that renegotiation occur or at least discussions be held about the unforeseen circumstances facing the plants. The fact that neither pursued any of these actions is evidence of imprudence.

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[38] AEP Br. at 19
[39] Duke Br. at 39.
[40] *Id.* at 38.
[41] *Id*. at 37.

In the *2019 Duke Audit* Order that the Companies so heavily rely upon, the Commission cited LEI's recommendation that OVEC "renegotiate contracts with coal suppliers to get better coal prices and conduct an annual internal audit to improve coal procurement management."[42] The Commission's overall conclusion in that case was to adopt the audit report *and all recommendations* including the *renegotiation* recommendation. [43] The Commission should stand by the 2019 Audit recommendation now by disallowing all OVEC costs passed through the LGR Riders resulting from OVEC's imprudent coal purchases during the Audit Period. The Companies should be put on notice now and in the future that they ignore recommendations to their own peril.

2. Intervening parties are not precluded from challenging the reasonableness and prudency of the OVEC plant costs.

AES claims that certain intervenors to this case, who were also parties to the *2019 Duke PSR Audit*[44] case, are barred by collateral estoppel from raising and litigating the issue of the prudency of OVEC's expenses and revenues.[45] CUB and UCS, as mentioned by AES, were *not* parties to the *Duke 2019 Audit* case and thus would not be precluded per AES's argument. Nevertheless, CUB and UCS feel obliged to respond to the faults in this argument, as precluding the parties to the *2019 Duke Audit* case effectively will bar CUB and UCS and others. What is more, AES's argument effectively bars the Commission from ever being able to conduct a true prudency review

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[42] *2019 Duke Audit* Order at paragraph 21.
[43] *Id.* at paragraph 55
[44] *See* Opinion & Order, In re Review of the Reconciliation Rider of Duke Energy Ohio, Inc., Case No. 20-167 (Sept. 6, 2023) (audit of the 2019 OVEC revenues and costs included in Duke's Price Stabilization Rider).
[45] *See* AES Br. at 7-9.

as required by HB6[46] under the LGR as long as the OVEC co-owners simply repeat the actions and inactions they did in 2019 during each year of the LGR.

AES correctly spells out the Ohio jurisprudence on the issue of collateral estoppel, its limitations on the relitigating of issues otherwise previously litigated, and its application to Commission proceedings.[47] However, AES's reasoning is too simplistic and thus strains credulity as it relates to the present case. AES suggests that since OCC, OMAEG, and Kroger litigated the *Duke 2019 Audit* proceeding, they are precluded from litigating the 2020 decisions of OVEC and the Companies. Yes, the litigation focuses on the operation of the same two plants. Yes, the arguments of must-run status verses economic dispatch and coal contracts are the same in both the *2019 Duke Aduit* and the present case, as those are the biggest costs born on customers from decisions of the Companies. Yet, the issue of how the market and other external factors, real and present in 2020, impact the costs and revenues of OVEC were *not* actually and directly litigated in the *Duke 2019 Audit* case. AES accurately quotes CUB/UCS Witness Glick in saying that she was unaware of "[a]ny other material differences" between how the OVEC units were operated in 2019 and 2020 (other than the brief transition to economic dispatch from April through June).[48] However, while CUB and UCS do not necessarily agree with the conclusion that 2019's actions and decisions were prudent, simply mirroring the actions of 2019 does not make the decisions in the context of 2020 automatically prudent. Making the same decisions you

[46] What is more, the legislature clearly and directly empowered and obligated PUCO to conduct these audits under HB6 for the new and distinct LGR created by HB6. This requirement is indeed new and distinct regardless of how it may resemble previous subsidies such as that in the 2019 Duke Audot case.
[47] *See Id. at 8.*
[48] *Id* at 7.

did, pre-pandemic, during the first 9-plus months of a pandemic that disrupted the local as well as the national and global economy is not *per se* prudent.

In fact, facing the challenges of 2020 with status quo is arguably the definition of unreasonable and imprudent under the circumstances. Not attempting to renegotiate coal contracts in 2019 is no excuse for not attempting to renegotiate during the pandemic's record low demand. The statement that "issues relating to PJM revenues and OVEC's costs in this case and in Duke's [2019] case are thus identical," is dubious. OVEC's breaking, albeit temporarily, from its decades-long exclusive must-run dispatch is proof positive that the years were not identical and that that realization was clear as early as March of that year. Thus, any argument that these issues are precluded from litigation in this case is patently off base, and if approved would drastically hinder the Commission's ability to hold these Companies to account for decisions made in the future. As we stated in our initial brief,

> In the absence of action by utility commissions to disallow recovery of the full Rider, OVEC owners have no incentive to demand that the OVEC units change their practices and operate more economically. The resulting costs will continue to be passed on to Ohio ratepayers absent action from the Commission in disallowing the recovery of such costs.[49]

Thus, in the absence of action by the Commission to reject this misguided claim of collateral estoppel and attempt to preclude scrutiny of decisions in this and future cases, the Commission will be unable to ever hold these Companies accountable for the imprudent decisions they make as they will have all more of an incentive to continue the status quo that costs customers millions.

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[49] CUB/UCS Br. at 37

III. CONCLUSION

The Commission need not be reminded that 2020 (and for that matter each year since) cannot be compared to 2019. In the context of economic downturn and the changes to how businesses operate, as well as the changes in electricity demand, prudency demanded decisions about business operations to likewise change from 2019 status quo—for OVEC and for many other businesses. Except for a two-and-a-half-month deviation from must-run commitment, the Companies and OVEC in 2020 made business decisions in a manner as if business conditions were still pre-pandemic rather than in the midst of a global economic crisis, resulting in $117.9 million of over-market costs. The one thing that is the same, thus, in 2020 as it was in 2019 and before, is that the OVEC plants continue to lose large sums of money poised to be bailed out by ratepayers. The three utility companies in this current proceeding are seeking to pass on this $117.9 million among other imprudent costs to ratepayers, as OMAEG stated in its brief, "[b]ecause [the Companies] are OVEC shareholders . . . [they] all financially benefit from the LGR Riders at the expense of customers, and while they could have taken actions to mitigate costs to customers, they knowingly chose not to because doing so would have cost their shareholders."[50]

CUB and UCS, thus, renew our call to the Commission to require that the LGR be a benefit to Ohio ratepayers and not a costly burden by:

1) disallowing the entire $117.9 million in above-market energy and capacity charges collected from consumers in 2020 under the LGR. These costs should be disallowed on the basis that OVEC and the Companies acted imprudently by failing

[50] OMAEG Br. at 62.

to take sufficient action to minimize the above-market costs incurred at the OVEC plants;

2) finding that the OVEC plants were uneconomically committed, and thus incurred excess variable costs under the LGR during the audit period;

3) requiring OVEC (through the regulated Companies) to provide documentation of the daily unit commitment decisions used for the OVEC plants whenever they are committed with a must-run status, before cost recovery is allowed;

4) putting the Companies on notice that the Commission will also disallow collection in future cases for OVEC costs incurred as a result of imprudent unit commitment decisions that are not in the best interest of retail ratepayers;

5) disallowing imprudent and unreasonable costs incurred due to coal procurement and failure to attempt to renegotiate or otherwise mitigate the impacts of the high-cost long-term coal agreements on the plants' costs

6) scrutinizing OVEC's coal contracts and the Companies' coal procurement strategies in order to protect Ohio consumers;

7) disallowing the imprudent environmental capital costs incurred during 2020; and

8) putting the Companies on notice that it will disallow in future dockets any environmental capital costs incurred without robust forward-going analysis to justify the investment over retirement and replacement with alternatives.

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Respectfully Submitted,

/s/ Trent Dougherty

Trent Dougherty (0079817)
Counsel of Record
Hubay|Dougherty
1391 Grandview Ave. #12460
Columbus, Ohio 43212
(614) 330-6752 - Telephone
trent@hubaydougherty.com

Counsel for Citizens' Utility Board of Ohio & Union of Concerned Scientists

CERTIFICATE OF SERVICE

I hereby certify that a copy of this filing will be electronically served via the Public Utility Commission of Ohio's e-filing system on all parties referenced in the service list of the docket.

/s/ Trent Dougherty
Trent Dougherty