

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

**In the Matter of the Application of Ohio)
Power Company for Authority to Establish)
a Standard Service Offer Pursuant to R.C.) Case No. 13-2385-EL-SSO
4928.143, in the Form of an Electric)
Security Plan.)**

**In the Matter of the Application of Ohio)
Power Company for Approval of Certain) Case No. 13-2386-EL-AAM
Accounting Authority.)**

**DIRECT TESTIMONY OF STEPHEN E. BENNETT
ON BEHALF OF
THE RETAIL ENERGY SUPPLY ASSOCIATION**

May 6, 2014

1 **Q1. Please state your name and business address.**

2 **A1.** My name is Stephen E. Bennett. My business address is Two North Ninth Street
3 (GENPL8), Allentown, PA 18101-1179.

4 **Q2. By whom are you employed and in what capacity?**

5 **A2.** I am employed by PPL EnergyPlus, LLC as Senior Manager, Markets & Regulatory
6 Policy.

7 **Q3. How long have you been employed in your current position?**

8 **A3.** I have been in my present position for 14 months.

9 **Q4. Please explain the job responsibilities and duties in your current position.**

10 **A4.** In this role, I am responsible for analyzing and implementing regulatory and legislative
11 policies for PPL EnergyPlus' retail markets. My regulatory policy assignment includes
12 the State of Ohio.

13 **Q5. Please describe your educational background and relevant work experience.**

14 **A5.** I earned a Bachelor of Science in Civil Engineering from the University of Maryland-
15 College Park in 1996. I have 15 years of experience in the competitive wholesale and
16 retail energy industry with a focus on retail market policy and structure, compliance, and
17 Regional Transmission Organization/Independent System Operator ("RTO/ISO") market
18 rules and settlements. In my previous position, I was Retail Policy Manager – East for
19 Exelon Energy responsible for directing and implementing Exelon Energy's regulatory

1 policies for the competitive retail market in Ohio, Illinois, Pennsylvania, Michigan, New
2 Jersey, and Maryland. Prior to joining Exelon, I worked for The Structure Group,
3 providing software and consulting services focused on RTO/ISO market rules and
4 settlements in PJM and ISO New England.

5 **Q6. Please describe the Retail Energy Supply Association (“RESA”).**

6 **A6.** RESA is a broad and diverse group of retail energy suppliers who share the common
7 vision that competitive energy retail markets deliver a more efficient, customer-oriented
8 outcome than regulated utility structure. Several RESA members are certificated as
9 Competitive Retail Electric Service (“CRES”) providers and are active in the Ohio retail
10 market. The testimony that I am presenting represents the position of RESA as an
11 organization, but may not represent the views of any particular RESA member. RESA’s
12 members include: AEP Energy, Inc.; Champion Energy Services, LLC; ConEdison
13 *Solutions*; Constellation NewEnergy, Inc.; Direct Energy Services, LLC; GDF SUEZ
14 Energy Resources NA, Inc.; Homefield Energy; IDT Energy, Inc.; Integrys Energy
15 Services, Inc.; Interstate Gas Supply, Inc. dba IGS Energy; Just Energy; Liberty Power;
16 MC Squared Energy Services, LLC; Mint Energy, LLC; NextEra Energy Services; Noble
17 Americas Energy Solutions LLC; NRG Energy, Inc.; PPL EnergyPlus, LLC; Stream
18 Energy; TransCanada Power Marketing Ltd. and TriEagle Energy, L.P.

19 **Q7. Have you ever testified before a regulatory agency?**

1 **A7.** Yes, I have testified before the Public Utilities Commission of Ohio (“Commission”) in
2 The Dayton Power and Light Company’s second electric security plan proceedings (Case
3 Nos. 12-426-EL-SSO et al.) and in the FirstEnergy utilities’ second electric security plan
4 proceeding (Case No. 12-1230-EI-SSO). I was also asked by the Commission to
5 participate in the Retail Electric Market Investigation (Case No. 12-3151-EL-COI) in a
6 panel discussion before the Commissioners, which I did in December 2013.

7 **Q8. What is the purpose of your testimony?**

8 **A8.** On behalf of RESA, my testimony will focus on (a) Ohio Power’s proposed purchase of
9 receivables (“POR”) program with a bad debt tracker; (b) other billing and collection
10 concerns; (c) Ohio Power’s reservation of a unilateral right to terminate its electric
11 security plan (“ESP”) III early, at the end of the second year (May 2017); and (d) provide
12 RESA’s objection to Rider PPA as drafted.

13 **Purchase of Receivables**

14 **Q9. What is a POR program and how does it work?**

15 **A9.** Currently, in Ohio Power’s service territory, when a customer under contract with a
16 CRES provider consumes power, an account receivable is created that is associated with
17 that customer in an amount equal to the amount the customer owes the CRES provider
18 for the power consumed. The CRES provider has the collection risk associated with
19 whether the customer will pay the amount owed to the CRES provider. Consideration for

1 the risk that the customer may not pay their bill is a factor that goes into the price
2 ultimately offered by the CRES provider and accepted by the customer.

3 Most shopping customers prefer to receive a consolidated bill that has all of their
4 electric service expenses – wires service, capacity and energy – in a single invoice. This
5 is especially true of residential and small commercial customers who make use of budget
6 billing. Ohio Power, in accordance with the Commission’s rules, does provide
7 consolidated billing in which the utility reads the meters, invoices the customer, and
8 collects the bill. If the customer has budget billing, the invoice is adjusted accordingly.

9 When the customer does not pay the amounts owed in full, the customer must
10 deal separately with the utility and the CRES provider for collection of unpaid amounts,
11 even though the CRES provider’s charges may appear on a single consolidated utility
12 bill. The practical problem with this system is that the CRES provider who has limited
13 billing and payment information and no control over the invoice is simply not in a
14 position to efficiently or effectively collect bad debts. Meanwhile, a customer who has
15 been issued a single bill must now deal with two separate entities and work through why
16 one was paid while the other was not. To further complicate matters, a customer after
17 being dropped from supplier service for non-payment may pay a utility to avoid
18 disconnection while not realizing they are still being placed into collections with their
19 supplier who received none of the payment to the utility.

1 Under Ohio Power's proposed POR program, it will enter into an agreement to
2 purchase a CRES provider's accounts receivable for accounts under consolidated billing.
3 Ohio Power will then pay the CRES provider the total amount billed for CRES,
4 regardless of what the customer pays. Ohio Power would then take on collection for the
5 entire bill, creating a single entity to work with the customer on payment.

6 **Q10. What is RESA's position on Ohio Power's proposed POR program with a bad debt**
7 **tracker?**

8
9 **A10.** RESA has long advocated for a uniform POR program in the Ohio CRES market that is
10 similar to the POR program in place for all of Ohio's major natural gas utilities and Duke
11 Energy Ohio, Inc. ("Duke"). Ohio Power has crafted a POR program that is consistent
12 with the Commission-approved POR program in Duke's territory. RESA in general
13 supports the Ohio Power proposal, though much of the detail as to the mechanics must
14 still be worked out in order to efficiently implement the program.

15 **Q11. Can you give me an example of the detail that stills needs to be addressed in order to**
16 **have an efficient implementation?**

17
18 **A11.** Yes, since Ohio Power is requiring consolidated billing as a condition for POR, thus
19 RESA anticipates that many dual billed accounts will be converted to consolidated
20 billing at the start of the program. To meet this need, a streamline process must be set up
21 to accommodate the change. RESA suggests that CRES providers be allowed to transfer
22 any dual-billed customers they desire to consolidated billing as soon as the program is
23 operational. To prevent collection issues, any arrearage over 30 days at the time of the

1 move would remain with the CRES provider. That would require some modification to
2 the existing tariffs.

3 **Q12. Why does RESA generally support Ohio Power's proposed POR program with a**
4 **bad debt tracker?**

5
6 **A12.** RESA generally support's Ohio Power's proposed POR program with a bad debt tracker

7 because there are a number of benefits that will be derived therefrom, including the
8 following:

9 (1) The POR program will be a significant step to encourage more CRES
10 providers to enter into Ohio Power's service territory – particularly for
11 those who wish to serve residential customers.

12
13 (2) POR lowers the hurdle for market entry in Ohio Power's service territory
14 and thus should increase competition, which in turn should bring more
15 competitive prices and product offers.

16
17 (3) POR simplifies the debt and collection process. POR program will create
18 a single collection point for customers with the entity that has the
19 complete data on payments received and processed.

20
21 (4) POR permits one budget for both energy and wire service, and one budget
22 plan.

23
24 (5) The proposed POR program will reduce the uncollectible risk for the
25 CRES provider by leveling the playing field between the utility and the
26 CRES provider.

27
28 (6) The proposed POR program removes the need for Ohio Power to provide
29 data to CRES providers on the total amount paid by the customer and how
30 it was applied to the bill.

31
32 (7) The POR program will make it easier for the CRES providers to verify
33 that payments are accurate.

34 **Q13. Have any electric distribution utilities offered POR programs?**

1 **A13.** Yes, in Ohio today, Duke has a POR plan for the electric side of its business that is
2 modeled off the gas program in Ohio. POR programs are also offered in other
3 competitive states such as Illinois, New York, New Jersey, Pennsylvania and Maryland.
4 POR programs in other electric utility service territories have led to significant increases
5 in the number of competitive suppliers and competitive offers to mass market customers.

6 **Q14. Since Ohio Power does not have a POR plan, how are payments from a consolidated**
7 **bill currently allocated between the utility and the CRES provider?**

8 **A14.** In 2003, a settlement was entered between certain CRES suppliers and FirstEnergy to
9 create a four-point payment priority plan whereby the CRES provider's past due amounts
10 were paid first, followed second by the utility's past due amounts, then the utility's
11 present invoice, and then the CRES' present invoice. The Commission later put the four-
12 point payment priority into rules, which applied to all utilities. While on its face the four-
13 point system seems balanced, it does not comport with the reality of how past due
14 collections take place.

15 **Q15. What are the shortcomings of the current collection process for consolidated**
16 **billing?**

17 **A15.** Today, under utility-consolidated billing, while a customer is current, only the utility
18 does the billing and ages the accounts. When a customer falls behind, though, the
19 amount owed is then allocated under the four-point plan, and the customer faces
20 collection efforts from both the utility for the past due wire service and the CRES for the
21 past due power. Once a CRES provider is forced to drop a customer for past due
22 amounts, the charges only remain on the utility bill for a limited time. Depending on
23 when the customer submits their final payment that amount may not be applied to the
24 CRES provider charges and instead could remain with the utility. The customer has not
25 been making payments to the CRES provider, so the customer is often unaware that it has

1 to make payments to the CRES providers for past due power which the utility had billed.
2 Further, the dual collection efforts on a consolidated bill means two sets of books and
3 constant data exchange between the utility and the CRES provider so that the customer is
4 correctly billed for its past due wire and power obligations. This data is lacking crucial
5 details for collection which include how much the customer has paid to the utility each
6 billing cycle. Without the total amount paid a CRES provider has no path to determine if
7 the payment priority was appropriately followed and the customer did pay CRES charges
8 or if they did not. From a customer perspective they may be showing checks paid to the
9 utility and using that as proof of payment to a collection agency without fully
10 understanding how that payment was sent to a CRES provider or why payment is still
11 due.

12 During the Commission's Investigation of the Retail Electric Market (Case No.
13 12-3151-EL-COI), the Commission Staff recognized the customer confusion created by
14 dual, simultaneous collections efforts and the complications created when the CRES
15 provider is forced to rely on the EDU for data and information on customer payments and
16 how they have been applied. As a result, the Commission Staff advocated for a uniform
17 POR program for all Ohio electric utilities. The Commission, in its Opinion and Order,
18 seemed to endorse the concept of POR for consolidated billing, but was concerned about
19 the need to customize the POR to fit the different IT and collection systems of the four
20 major utility systems, and suggested that POR be approached on a utility by utility basis.

21 **Q16. Would POR resolve the dual collection efforts for a single bill issue?**

22 **A16.** Yes. The customer would only have to make arrangements with the utility who, all
23 along, has been the party collecting the bill and maintaining the account.

1 **Q17. Would implementation of a POR program provide any other benefits?**

2 **A17.** Yes. Currently, a utility with an uncollectible rider but no POR program must split the
3 rider into distribution and generation. Customers who switch to a CRES provider no
4 longer pay the generation-related uncollectible rider. Over time, as the scenarios
5 described above continue, CRES providers will return slow-paying or poor-paying
6 customers to the utility leaving the “good” payers with CRES provider. The result is a
7 smaller pool of customers to cover the utility uncollectible expense related to generation
8 potentially increasing that pool of bad debt as those who remain to pay it are also those
9 who are creating the bad debt. Under POR, the Commission can choose to follow the
10 Ohio gas utility and Duke electric utility approach to POR, which would require any
11 customer under a POR program to pay both the generation and distribution uncollectible
12 rider. Suppliers would no longer be incented to keep only the paying customers and the
13 utility/social balance for bad debt for generation remains balanced as all customers would
14 pay into the uncollectible rider.

15 **Other Billing and Collection Concerns**

16 **Q18. What are RESA’s other billing and collection concerns?**

17 **A18.** There are three other billing and collection concerns. First, Ohio Power should be
18 required to provide to CRES providers all payment and collection information for the
19 EDU-consolidated billing accounts until the POR program is completely established. The
20 Commission Staff recently concluded that CRES providers need to know all payment and
21 collection information for the EDU-consolidated billing accounts. Staff Market
22 Development Work Plan at 17, Case No. 12-3151-EL-COI.

1 Second, Ohio Power should remove language in two tariff provisions that permits
2 Ohio Power to terminate a CRES agreement. In Tariff Sheets 103-20D and 103-41D, the
3 following language should be removed: “At the Company’s discretion, any customer
4 receiving Company consolidated billing with a CRES Provider billing arrearage of more
5 than 60 days may be switched back to the Company’s Standard Offer Service and will
6 not be permitted to select a new CRES Provider until the arrearage is paid.” This
7 language is an unreasonable barrier and is anticompetitive.

8 **Unilateral Early Termination**

9 **Q19. What is RESA’s position regarding Ohio Power’s reservation of the ability to**
10 **terminate the ESP III one year early, if AEP so decided?**

11
12 **A19.** RESA opposes the opportunity for Ohio Power to unilaterally terminate the ESP III early.
13 The Application proposes an ESP term of 3 years – June 2015 through May 2008. The
14 existence of ESP’s and the re-writing of the market every 3 years historically create
15 significant uncertainty. A supplier committing to Ohio must anticipate the risk that an
16 ESP could be used to create barriers to competition. Suppliers who have entered Ohio
17 Power territory over the past several years have done so on faith that the Commission
18 will protect the rights of customers who switch to a supplier and ensure true options exist.
19 Suppliers must still however build products to provide value over the limited term of the
20 ESP. This means a supplier will likely build their offerings within the 3 year span of this
21 proposed ESP. If the ESP is terminated mid-way there will be additional risk and
22 uncertainty added to products should a new ESP skew the market. The one and only
23 good thing about the ESP process is that it gives a limited time of certainty to underlying

1 utility market structure. Without even that limited period Ohio would be thrown into
2 chaos because ESP's do not cover only default service they include a Christmas tree of
3 items that impact all aspects of supply. AEP must commit to a term for their ESP and not
4 be allowed to change the rules of the game at their sole discretion.

5 **Q20. Why should the Commission reject the early termination proposal?**

6 **A20.** The early termination proposal is not good public policy for three reasons. First, Ohio
7 Power's "reservation" of the ability to terminate the ESP III one year early could make
8 the ESP proposal a two-year proposition. Second, the possibility of early termination
9 creates uncertainty. Neither customers nor suppliers would know what the ESP would be
10 in the third year, so planning for the June 2017 to May 2018 would be difficult. Finally,
11 there were no criteria given for the termination right other than Ohio Power's decision
12 that it is in the best interest of the utility to have an early termination. Early termination
13 may be appropriate if there was a pending change on the horizon that would significantly
14 change the ESP as approved, such as a federal law change. However, that should not be
15 the unilateral decision of the utility without Commission review and approval. It is
16 possible that the early termination, if unilaterally exercised by the utility, would harm the
17 public. Certainly, the Commission should not surrender its authority by allowing Ohio
18 Power to unilaterally terminate the ESP III early without knowing if it puts the public at
19 risk. Ohio Power is certainly free at any time during the term of the ESP III to petition
20 the Commission to terminate or amend the electric security plan if that is in the public's
21 interest. RESA believes the decision for early termination should be made by the
22 Commission after it has been presented with the reasons for an early termination and
23 heard from all the parties who are affected.

1 **Rider PPA**

2 **Q21. What is RESA's position regarding Ohio Power's proposed Rider PPA?**

3
4 **A21.** RESA opposes the Rider PPA described in the application. Ohio statutes and the
5 Commission's rules establish a paradigm in which all competitive services are supplied
6 by the competitive market and non-competitive services are supplied by the utility at
7 regulated prices. My counsel has advised me that the Ohio General Assembly has
8 declared generation to be a competitive service. Generation assets should be owned and
9 the electricity they produce should be sold by competitive wholesale suppliers, not
10 regulated utilities. Further, with corporate separation and the establishment of a truly
11 competitive market for generation, the risk of owning generation is no longer a risk borne
12 by utility rate payers. This is especially true of rate payers who shop. Having a regulated
13 utility own generation assets, which are backed up with a pricing guarantee secured by
14 the ability to charge all ratepayers, is fundamentally at odds with a competitive energy
15 market. The Commission should simply reject Rider PPA as proposed.

16 **Q22. If the Commission rejects Rider PPA, how should Ohio Power's share of the Ohio**
17 **Valley Electric Company's generation be addressed when the current ESP ends?**

18
19 **A22.** OVEC presents a transition issue. RESA is aware that, despite Ohio Power's efforts thus
20 far, it has not been able to divest the OVEC generation as called for in the ESP II Opinion
21 and Order because the OVEC partners have objected. Further, for the time being, Ohio
22 Power has been authorized by the Commission to sell the OVEC power into the PJM
23 market. RESA believes that this should be treated as an anomaly that should exist only
24 as long as it takes Ohio Power to secure the right from its OVEC partners to transfer the
25 OVEC generation assets to its non-regulated affiliate. Hopefully, this will be
26 accomplished before the start of the ESP III in June of 2015.

1 If Ohio Power is not able to transfer its OVEC generation assets by June 2015,
2 then RESA does not oppose continuation of the order allowing Ohio Power to sell the
3 OVEC power into the PJM markets. This alternative limits the distortion to the local
4 wholesale and retail power market of having ratepayer-subsidized power in a competitive
5 market. However, Ohio Power should be restricted to directly or indirectly supplying
6 competitive services – in this case generation – only in very limited, exigent
7 circumstances. In this particular case, if a rider is needed because the OVEC generation
8 is uneconomic to run, the rider should be paid for by standard service offer customers
9 only. Such a policy allows customers to bypass the OVEC units if they choose to. That
10 is in keeping with the adoption of a competitive energy market, the risk of owing
11 generation should no longer be a rate payers risk.

12 **Conclusion**

13 **Q23. Does this conclude your testimony?**

14 **A23.** Yes, but I respectfully reserve the right to present any additional testimony if necessary.

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document has been served upon the persons below via electronic mail this 6th day of May 2014.



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