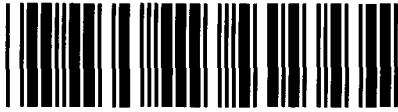




Control Number: 50805



Item Number: 1

Addendum StartPage: 0

PUC DOCKET NO.

150805

**APPLICATION OF SOUTHWESTERN
ELECTRIC POWER COMPANY TO
ADJUST ENERGY EFFICIENCY
COST RECOVERY FACTOR AND
RELATED RELIEF**

**PUBLIC UTILITY COMMISSION
OF TEXAS**

SOUTHWESTERN ELECTRIC POWER COMPANY'S APPLICATION

MAY 1, 2020

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Workpapers included in the files provided electronically on the PUC Interchange

Schedule A-B-J-K-M-N-O-P (SWEPCO 2020) 04212020.xlsx

Sch A-2,B-2.xlsx

SWEPCO 2021 EECRF Rates 4-20-20.xlsx

PUC DOCKET NO.

1 50805

APPLICATION OF SOUTHWESTERN ELECTRIC POWER COMPANY TO ADJUST ENERGY EFFICIENCY COST RECOVERY FACTOR AND RELATED RELIEF § BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS

SOUTHWESTERN ELECTRIC POWER COMPANY'S APPLICATION

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

Southwestern Electric Power Company (SWEPCO or Applicant) files its Application to Adjust Energy Efficiency Cost Recovery Factor and Related Relief pursuant to PURA §39.905 and 16 Tex. Admin. Code § 25.182 (TAC). In support thereof SWEPCO would show the following:

I. Applicant

SWEPCO is an electric utility that provides service in service areas comprising all or parts of 19 counties in northeast Texas and five counties in north Texas. SWEPCO's business address is 428 Travis Street, Shreveport, Louisiana 71101.

II. Applicant's Authorized Representatives

SWEPCO's authorized business representative is:

Jennifer Frederick
American Electric Power Service Corporation
400 W. 15th Street, Suite 1520
Austin, Texas 78701
512.481.4573 (voice)
512.481.4591 (facsimile)
Email: jjfrederick@aep.com

SWEPCO's authorized legal representative is:

Jerry N. Huerta
American Electric Power Service Corporation
400 West 15th Street, Suite 1520
Austin, Texas 78701
512.481.3321 (voice)
512.481.4591 (facsimile)
Email: jnhuerta@aep.com

SWEPCO requests that all pleadings and other documents filed in this proceeding be served on Jennifer Frederick using the contact information listed above.

III. Jurisdiction

The Commission has jurisdiction over this application pursuant to PURA §39.905 and 16 TAC § 25.182.

IV. Affected Persons

SWEPCO provides service to approximately 185,000 customers in Texas. SWEPCO proposes to apply the adjusted EECRF requested herein to all of its retail electric customers in its Texas service areas who take service below 69,000 volts, with the exception of industrial distribution customers who filed a notice of intent pursuant to 16 TAC § 25.181(u) and lighting customers, for whom no energy efficiency programs are available.

V. Background

In Docket No. 49499,¹ the Commission authorized SWEPCO to adjust its EECRF pursuant to PURA §39.905 and 16 TAC 25.181(f)(1) to recover \$5,097,476 in 2020 for energy efficiency. This included \$4,367,484, the amount of its projected energy efficiency costs for its 2020 programs, projected EM&V expenses for program year 2019 in the amount of \$64,991, and \$746,312, the amount of SWEPCO's performance bonus achieved by its 2018 energy efficiency results. SWEPCO's approved 2020 EECRF also included an adjustment of \$81,311 for the over-recovery of energy efficiency costs incurred in Program Year 2018.

¹ *Application of Southwestern Electric Power Company To Adjust Energy Efficiency Cost Recovery Factor (EECRF) and Related Relief*, Docket No. 49499, Final Order (Sep. 12, 2019).

16 TAC § 25.182(d)(8) requires a utility such as SWEPCO, which serves in an area in which customer choice is not offered, to apply to adjust its EECRF not later than May 1 of each year.

VI. Request to Adjust the EECRF

By this application, SWEPCO requests the authority to update its EECRF to adjust the cost recovery factors for energy efficiency to collect \$5,240,033 in 2021 to reflect the following five components:

- Recovery of \$4,367,484 in projected energy efficiency program costs for SWEPCO's 2021 programs;
- An adjustment for the over-recovery of \$172,971 in 2019 for program costs and \$7,588 in interest;
- EM&V costs of \$64,446;
- Recovery of \$975,673 representing SWEPCO's performance bonus for achieving demand and energy savings that exceeded the goal to be achieved in 2019; and
- Recovery of \$12,989 representing SWEPCO's 2019 proceeding expenses incurred in Docket No. 49499.

VII. Adjusted EECRF Cost Recovery Factors for 2021

The adjusted Schedule EECRF containing the cost recovery factors for 2021 is attached hereto as Attachment A. SWEPCO requests the Commission to make the adjusted Schedule EECRF effective as of January 1, 2021. The requested adjusted EECRF cost recovery factors to recover the applicable energy efficiency costs during 2021 are as follows:

EECRF Rate Class	kWh Factor
Residential	\$.001228
General Service	\$.000700
Lighting and Power	\$.000808
Municipal Pumping	\$.000225
Municipal Service	\$.001837
Cotton Gin	\$.000027
Large Lighting and Power < 69 kV	\$.000000
Metal Melting < 69 kV	\$.003685
Oil Field Large Industrial Power	\$.000204
Lighting	\$.000000

VIII. Testimony and Schedules Supporting 2021 EECRF

Accompanying this application are the direct testimonies of Debra A. Miller, Steve M. Mutiso and Shawnna G. Jones and Schedules A through S, which support the relief sought by Applicant. The evidence sponsored by Ms. Miller, Mr. Mutiso and Ms. Jones fully supports the relief sought by SWEPCO for 2021 pursuant to PURA §39.905 and 16 TAC § 25.182.

IX. Request for Protective Order

Schedule J contains a listing of all Energy Efficiency Service Providers (EESPs) who received incentive funds and a listing of EESPs who received more than five percent of incentive funds for 2019 along with their contracts with SWEPCO. 16 TAC § 25.182(d)(10)(H) and (K) provide that such information may be treated as confidential. Accordingly, SWEPCO requests entry of the standard Protective Order contained as Attachment B hereto.

X. Notice

SWEPCO proposes to provide notice by providing a copy of this application by U.S. mail, postage prepaid, to all parties to SWEPCO Docket No. 46449, SWEPCO's most recent completed base rate case; Docket No. 49499, its last EECRF case; and the Texas Department of Housing and Community Affairs.

XI. Proposed Schedule

SWEPCO proposes the following schedule for this proceeding:

Staff Approval of Notice	May 6, 2020
Notice Completed	May 13, 2020
Proof of Notice	May 14, 2020
Intervention Deadline	May 29, 2020
Request for a Hearing	May 29, 2020
<u>If No Hearing Requested</u>	
Staff Recommendation	June 12, 2020
Parties' Proposed Order	June 19, 2020
<u>If Hearing Requested</u>	

End of discovery on SWEPCO Direct (if Hearing Requested)	May 29, 2020
Deadline for Intervenor Direct	June 19, 2020
Objections to SWEPCO and Intervenor Direct	June 26, 2020
Deadline for Staff Direct	June 26, 2020
End of Discovery on Intervenor Direct	June 26, 2020
End of Discovery on Staff Direct	July 3, 2020
Replies to Objections to SWEPCO and Intervenor Direct	July 3, 2020
Objections to Staff Direct	July 3, 2020
Discovery Responses on Intervenor Direct	July 6, 2020
Deadline for SWEPCO Rebuttal and Cross-Rebuttal	July 12, 2020
Discovery Responses on Staff Direct	July 13, 2020
Hearing on the Merits	July 16, 2020

XII. Conclusion and Prayer for Relief

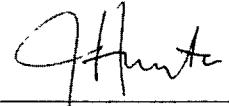
WHEREFORE, PREMISES CONSIDERED, SWEPCO prays that the Commission:

- (i) approve the proposed Protective Order;
- (ii) approve SWEPCO's proposed notice and method of providing notice;
- (iii) approve SWEPCO's proposed tariff schedule;
- (iv) authorize SWEPCO to begin applying the adjusted Schedule EECRF attached hereto as Attachment A as of January 1, 2021;
- (v) grant SWEPCO's application; and
- (vi) grant such other and further relief to which SWEPCO may show itself justly entitled.

Dated: May 1, 2020

RESPECTFULLY SUBMITTED,

Jerry N. Huerta
400 West 15th Street, Suite 1520
Austin, Texas 78701
State Bar. No. 24004709
Email: jnhuerta@aep.com
**AMERICAN ELECTRIC POWER SERVICE
CORPORATION**

By: 

Jerry N. Huerta

ATTORNEY FOR SOUTHWESTERN ELECTRIC
POWER COMPANY

SOUTHWESTERN ELECTRIC POWER COMPANY

Tariff Manual - Public Utility Commission of Texas

Section Title: Rates, Charges, and Fees

Sheet No: IV-35

Section No: IV

Effective Date: January 1, 2021

Applicable: All Areas

Revision 13

Docket No:

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|T
|T**ENERGY EFFICIENCY COST RECOVERY RIDER****APPLICABILITY**

Rider Energy Efficiency Cost Recovery Factor (EECRF) recovers the cost of energy efficiency programs not included in base rates and is applicable to the kWh of Retail Customers taking retail service from the Company. The EECRF does not apply to customers taking service at transmission voltage or exempt industrial distribution customers unless there is a true-up from a prior period. 16 Tex. Admin. Code 25.182(d)(8) provides that no later than May 1 of each year, a utility with an EECRF shall apply to adjust the EECRF in order to adjust for changes in costs and bonuses and to minimize any over- or under-collections of energy efficiency costs resulting from the use of the EECRF. The EECRF filed by May 1 of each year will be calculated in accordance with the following methodology and will be applied to the billing kWh billed by the Company.

AVAILABILITY

The following factors will be applied to the energy usage (metered or unmetered) of retail customers taking service from the Company.

MONTHLY RATE

<u>Rate Schedule¹</u>	<u>Rate Code²</u>	<u>Factor per kWh</u>
Residential	12,15,16,19,61	\$0.001228 I
General Service ³	200,204,205,207,208, 210,212,215,218,224, 281	\$0.000700 R
Municipal Service	544,548	\$0.001837 R
Municipal Pumping	541,543,550,553	\$0.000225 I
Lighting and Power	60,63,66,240,243,246,249, 251,277,291	\$0.000808 I
Cotton Gin	253	\$0.000027 R
Metal Melting < 69 kV	325 335 312	\$0.003685 I
Oil Field Large Industrial Power	330 331	\$0.000204 R
Large Lighting and Power < 69 kV	346, 351	\$0.000000 R
Lighting	90-143,203,521,528,529,532,534, 535,538,739	\$0.000000

¹ Standby, Supplementary, Backup, Maintenance and As-Available Power Service are included with the Rate Schedule under which the customer takes service.

² Rate codes may be added or discontinued during the year. Any new rate code will be billed the EECRF rate based on the customer's applicable Rate Schedule.

³ General Service includes Recreational Lighting.

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APPLICATION OF SOUTHWESTERN § BEFORE THE
ELECTRIC POWER COMPANY TO § PUBLIC UTILITY COMMISSION
ADJUST ENERGY EFFICIENCY § OF TEXAS
COST RECOVERY FACTOR AND
RELATED RELIEF

PROTECTIVE ORDER

This Protective Order shall govern the use of all information deemed confidential (Protected Materials) or highly confidential (Highly Sensitive Protected Materials), including information whose confidentiality is currently under dispute, by a party providing information to the Public Utility Commission of Texas (Commission) or to any other party to this proceeding.

It is ORDERED that:

1. **Designation of Protected Materials.** Upon producing or filing a document, including, but not limited to, records on a computer disk or other similar electronic storage medium in this proceeding, the producing party may designate that document, or any portion of it, as confidential pursuant to this Protective Order by typing or stamping on its face "PROTECTED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. ____" (or words to this effect) and consecutively Bates Stamping each page. Protected Materials and Highly Sensitive Protected Materials include the documents so designated, as well as the substance of the information contained in the documents and any description, report, summary, or statement about the substance of the information contained in the documents.
2. **Materials Excluded from Protected Materials Designation.** Protected Materials shall not include any information or document contained in the public files of the Commission or any other federal or state agency, court, or local governmental authority subject to the Public Information Act.¹ Protected Materials also shall not include documents or information which at the time of, or prior to disclosure in, a proceeding is or was public

¹ Tex. Gov't Code Ann. §§ 552.001-552.353 (West 2012 & Supp. 2016).

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knowledge, or which becomes public knowledge other than through disclosure in violation of this Protective Order.

3. **Reviewing Party.** For the purposes of this Protective Order, a “Reviewing Party” is any party to this docket.
4. **Procedures for Designation of Protected Materials.** On or before the date the Protected Materials or Highly Sensitive Protected Materials are provided to the Commission, the producing party shall file with the Commission and deliver to each party to the proceeding a written statement, which may be in the form of an objection, indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting the producing party’s claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as protected materials; and (c) that counsel for the producing party has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation.
5. **Persons Permitted Access to Protected Materials.** Except as otherwise provided in this Protective Order, a Reviewing Party may access Protected Materials only through its “Reviewing Representatives” who have signed the Protective Order Certification Form (see Attachment A). Reviewing Representatives of a Reviewing Party include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in this proceeding. At the request of the PUC Commissioners, copies of Protected Materials may be produced by Commission Staff. The Commissioners and their staff shall be informed of the existence and coverage of this Protective Order and shall observe the restrictions of the Protective Order.
6. **Highly Sensitive Protected Material Described.** The term “Highly Sensitive Protected Materials” is a subset of Protected Materials and refers to documents or information that a producing party claims is of such a highly sensitive nature that making copies of such documents or information or providing access to such documents to employees of the

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Reviewing Party (except as specified herein) would expose a producing party to unreasonable risk of harm. Highly Sensitive Protected Materials include but are not limited to: (a) customer-specific information protected by § 32.101(c) of the Public Utility Regulatory Act;² (b) contractual information pertaining to contracts that specify that their terms are confidential or that are confidential pursuant to an order entered in litigation to which the producing party is a party; (c) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; and (d) business operations or financial information that is commercially sensitive. Documents or information so classified by a producing party shall bear the designation “HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. _____” (or words to this effect) and shall be consecutively Bates Stamped. The provisions of this Protective Order pertaining to Protected Materials also apply to Highly Sensitive Protected Materials, except where this Protective Order provides for additional protections for Highly Sensitive Protected Materials. In particular, the procedures herein for challenging the producing party’s designation of information as Protected Materials also apply to information that a producing party designates as Highly Sensitive Protected Materials.

7. **Restrictions on Copying and Inspection of Highly Sensitive Protected Material.**

Except as expressly provided in this Protective Order, one copy of Highly Sensitive Protected Materials may be made and kept in the possession of outside counsel for a Reviewing Party and one copy in the possession of the outside consultants having a need to access the materials, except that additional copies may be made to have sufficient copies for introduction of the material into the evidentiary record if the material is to be offered for admission into the record. The Reviewing Party shall maintain a record of all copies made of Highly Sensitive Protected Material and shall send a duplicate of the record to the producing party when the copy or copies are made. The record shall specify the location and the person possessing the copy. Limited notes may be made of Highly Sensitive Protected Materials, and such notes shall themselves be treated as Highly Sensitive

² Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (PURA).

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Protected Materials unless such notes are limited to a description of the document and a general characterization of its subject matter in a manner that does not state any substantive information contained in the document.

8. **Restricting Persons Who May Have Access to Highly Sensitive Protected Material.**

With the exception of Commission Staff, the Office of the Attorney General (OAG), and the Office of Public Utility Counsel (OPC), and except as provided herein, the Reviewing Representatives for the purpose of access to Highly Sensitive Protected Materials may be persons who are (a) outside counsel for the Reviewing Party, (b) outside consultants for the Reviewing Party working under the direction of Reviewing Party's counsel or, (c) employees of the Reviewing Party working with and under the direction of Reviewing Party's counsel who have been authorized by the presiding officer to review Highly Sensitive Protected Materials. The Reviewing Party shall limit the number of Reviewing Representatives that review Highly Sensitive Protected Materials to the minimum number of persons necessary. The Reviewing Party is under a good faith obligation to limit access to each portion of any Highly Sensitive Protected Materials to two Reviewing Representatives whenever possible. Reviewing Representatives for Commission Staff, OAG, and OPC, for the purpose of access to Highly Sensitive Protected Materials, shall consist of their respective counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by them and directly engaged in these proceedings.

9. **Copies Provided of Highly Sensitive Protected Material.** A producing party shall provide one copy of Highly Sensitive Protected Materials specifically requested by the Reviewing Party to the person designated by the Reviewing Party who must be a person authorized to review Highly Sensitive Protected Material under Paragraph 8. Representatives of the Reviewing Party who are authorized to view Highly Sensitive Protected Material may review the copy of Highly Sensitive Protected Materials at the office of the Reviewing Party's representative designated to receive the information. Any Highly Sensitive Protected Materials provided to a Reviewing Party may not be copied except as provided in Paragraph 7. The restrictions contained herein do not apply to

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Commission Staff, OPC, and the OAG when the OAG is representing a party to the proceeding.

10. **Procedures in Paragraphs 10-14 Apply to Commission Staff, OPC, and the OAG and Control in the Event of Conflict.** The procedures in Paragraphs 10 through 14 apply to responses to requests for documents or information that the producing party designates as Highly Sensitive Protected Materials and provides to Commission Staff, OPC, and the OAG in recognition of their purely public functions. To the extent the requirements of Paragraphs 10 through 14 conflict with any requirements contained in other paragraphs of this Protective Order, the requirements of these Paragraphs shall control.
11. **Copy of Highly Sensitive Protected Material to be Provided to Commission Staff, OPC and the OAG.** When, in response to a request for information by a Reviewing Party, the producing party makes available for review documents or information claimed to be Highly Sensitive Protected Materials, the producing party shall also deliver one copy of the Highly Sensitive Protected Materials to the Commission Staff, OPC, and the OAG (if the OAG is representing a party) in Austin, Texas. Provided however, that in the event such Highly Sensitive Protected Materials are voluminous, the materials will be made available for review by Commission Staff, OPC, and the OAG (if the OAG is representing a party) at the designated office in Austin, Texas. The Commission Staff, OPC and the OAG (if the OAG is representing a party) may request such copies as are necessary of such voluminous material under the copying procedures specified herein.
12. **Delivery of the Copy of Highly Sensitive Protected Material to Commission Staff and Outside Consultants.** The Commission Staff, OPC, and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by them to the appropriate members of their staff for review, provided such staff members first sign the certification specified by Paragraph 15. After obtaining the agreement of the producing party, Commission Staff, OPC, and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by it to the agreed, appropriate members of their outside consultants for review, provided such outside consultants first sign the certification in Attachment A.

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13. **Restriction on Copying by Commission Staff, OPC and the OAG.** Except as allowed by Paragraph 7, Commission Staff, OPC and the OAG may not make additional copies of the Highly Sensitive Protected Materials furnished to them unless the producing party agrees in writing otherwise, or, upon a showing of good cause, the presiding officer directs otherwise. Commission Staff, OPC, and the OAG may make limited notes of Highly Sensitive Protected Materials furnished to them, and all such handwritten notes will be treated as Highly Sensitive Protected Materials as are the materials from which the notes are taken.
14. **Public Information Requests.** In the event of a request for any of the Highly Sensitive Protected Materials under the Public Information Act, an authorized representative of the Commission, OPC, or the OAG may furnish a copy of the requested Highly Sensitive Protected Materials to the Open Records Division at the OAG together with a copy of this Protective Order after notifying the producing party that such documents are being furnished to the OAG. Such notification may be provided simultaneously with the delivery of the Highly Sensitive Protected Materials to the OAG.
15. **Required Certification.** Each person who inspects the Protected Materials shall, before such inspection, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket, and that I have been given a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC shall be used only for the purpose of the proceeding in Docket No. _____. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated herein shall not apply.

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In addition, Reviewing Representatives who are permitted access to Highly Sensitive Protected Material under the terms of this Protective Order shall, before inspection of such material, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

The Reviewing Party shall provide a copy of each signed certification to Counsel for the producing party and serve a copy upon all parties of record.

16. **Disclosures between Reviewing Representatives and Continuation of Disclosure Restrictions after a Person is no Longer Engaged in the Proceeding.** Any Reviewing Representative may disclose Protected Materials, other than Highly Sensitive Protected Materials, to any other person who is a Reviewing Representative provided that, if the person to whom disclosure is to be made has not executed and provided for delivery of a signed certification to the party asserting confidentiality, that certification shall be executed prior to any disclosure. A Reviewing Representative may disclose Highly Sensitive Protected Material to other Reviewing Representatives who are permitted access to such material and have executed the additional certification required for persons who receive access to Highly Sensitive Protected Material. In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person shall be terminated and all notes, memoranda, or other information derived from the protected material shall either be destroyed or given to another Reviewing Representative of that party who is authorized pursuant to this Protective Order to receive the protected materials. Any person who has agreed to the foregoing certification shall continue to be bound by the provisions of this Protective Order so long as it is in effect, even if no longer engaged in these proceedings.
17. **Producing Party to Provide One Copy of Certain Protected Material and Procedures for Making Additional Copies of Such Materials.** Except for Highly Sensitive Protected Materials, which shall be provided to the Reviewing Parties pursuant to Paragraphs 9, and

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voluminous Protected Materials, the producing party shall provide a Reviewing Party one copy of the Protected Materials upon receipt of the signed certification described in Paragraph 15. Except for Highly Sensitive Protected Materials, a Reviewing Party may make further copies of Protected Materials for use in this proceeding pursuant to this Protective Order, but a record shall be maintained as to the documents reproduced and the number of copies made, and upon request the Reviewing Party shall provide the party asserting confidentiality with a copy of that record.

18. **Procedures Regarding Voluminous Protected Materials.** 16 Tex. Admin. Code (TAC) § 22.144(h) will govern production of voluminous Protected Materials. Voluminous Protected Materials will be made available in the producing party's voluminous room, in Austin, Texas, or at a mutually agreed upon location, Monday through Friday, 9:00 a.m. to 5:00 p.m. (except on state or Federal holidays), and at other mutually convenient times upon reasonable request.
19. **Reviewing Period Defined.** The Protected Materials may be reviewed only during the Reviewing Period, which shall commence upon entry of this Protective Order and continue until the expiration of the Commission's plenary jurisdiction. The Reviewing Period shall reopen if the Commission regains jurisdiction due to a remand as provided by law. Protected materials that are admitted into the evidentiary record or accompanying the evidentiary record as offers of proof may be reviewed throughout the pendency of this proceeding and any appeals.
20. **Procedures for Making Copies of Voluminous Protected Materials.** Other than Highly Sensitive Protected Materials, Reviewing Parties may take notes regarding the information contained in voluminous Protected Materials made available for inspection or they may make photographic, mechanical or electronic copies of the Protected Materials, subject to the conditions in this Protective Order; provided, however, that before photographic, mechanical or electronic copies may be made, the Reviewing Party seeking photographic, mechanical or electronic copies must provide written confirmation of the receipt of copies listed on Attachment B of this Protective Order identifying each piece of Protected Materials or portions thereof the Reviewing Party will need.

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21. **Protected Materials to be Used Solely for the Purposes of These Proceedings.** All Protected Materials shall be made available to the Reviewing Parties and their Reviewing Representatives solely for the purposes of these proceedings. Access to the Protected Materials may not be used in the furtherance of any other purpose, including, without limitation: (a) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, except appellate review proceedings that may arise from or be subject to these proceedings; or (b) any business or competitive endeavor of whatever nature. Because of their statutory regulatory obligations, these restrictions do not apply to Commission Staff or OPC.
22. **Procedures for Confidential Treatment of Protected Materials and Information Derived from Those Materials.** Protected Materials, as well as a Reviewing Party's notes, memoranda, or other information regarding or derived from the Protected Materials are to be treated confidentially by the Reviewing Party and shall not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Order. Information derived from or describing the Protected Materials shall be maintained in a secure place and shall not be placed in the public or general files of the Reviewing Party except in accordance with the provisions of this Protective Order. A Reviewing Party must take all reasonable precautions to insure that the Protected Materials including notes and analyses made from Protected Materials that disclose Protected Materials are not viewed or taken by any person other than a Reviewing Representative of a Reviewing Party.
23. **Procedures for Submission of Protected Materials.** If a Reviewing Party tenders for filing any Protected Materials, including Highly Sensitive Protected Materials, or any written testimony, exhibit, brief, motion or other type of pleading or other submission at the Commission or before any other judicial body that quotes from Protected Materials or discloses the content of Protected Materials, the confidential portion of such submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they contain Protected Material or Highly Sensitive Protected Material and are sealed pursuant to this Protective Order. If filed at the Commission, such documents shall be marked "PROTECTED MATERIAL" and shall be filed under seal with the

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presiding officer and served under seal to the counsel of record for the Reviewing Parties. The presiding officer may subsequently, on his/her own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation or reference to Protected Materials is such that such submission should remain under seal. If filing before a judicial body, the filing party: (a) shall notify the party which provided the information within sufficient time so that the producing party may seek a temporary sealing order; and (b) shall otherwise follow the procedures in Rule 76a, Texas Rules of Civil Procedure.

24. **Maintenance of Protected Status of Materials during Pendency of Appeal of Order**
Holding Materials are not Protected Materials. In the event that the presiding officer at any time in the course of this proceeding finds that all or part of the Protected Materials are not confidential or proprietary, by finding, for example, that such materials have entered the public domain or materials claimed to be Highly Sensitive Protected Materials are only Protected Materials, those materials shall nevertheless be subject to the protection afforded by this Protective Order for three (3) full working days, unless otherwise ordered, from the date the party asserting confidentiality receives notice of the presiding officer's order. Such notification will be by written communication. This provision establishes a deadline for appeal of a presiding officer's order to the Commission. In the event an appeal to the Commissioners is filed within those three (3) working days from notice, the Protected Materials shall be afforded the confidential treatment and status provided in this Protective Order during the pendency of such appeal. Neither the party asserting confidentiality nor any Reviewing Party waives its right to seek additional administrative or judicial remedies after the Commission's denial of any appeal.
25. **Notice of Intent to Use Protected Materials or Change Materials Designation.** Parties intending to use Protected Materials shall notify the other parties prior to offering them into evidence or otherwise disclosing such information into the record of the proceeding. During the pendency of Docket No. _____ at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to have changed the designation of certain information or material as Protected Materials by alleging, for example, that such

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information or material has entered the public domain, such Reviewing Party shall first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of such Protected Materials. A Reviewing Party shall at any time be able to file a written motion to challenge the designation of information as Protected Materials.

26. **Procedures to Contest Disclosure or Change in Designation.** In the event that the party asserting confidentiality wishes to contest a proposed disclosure or request for change in designation, the party asserting confidentiality shall file with the appropriate presiding officer its objection to a proposal, with supporting affidavits, if any, within five (5) working days after receiving such notice of proposed disclosure or change in designation. Failure of the party asserting confidentiality to file such an objection within this period shall be deemed a waiver of objection to the proposed disclosure or request for change in designation. Within five (5) working days after the party asserting confidentiality files its objection and supporting materials, the party challenging confidentiality may respond. Any such response shall include a statement by counsel for the party challenging such confidentiality that he or she has reviewed all portions of the materials in dispute and, without disclosing the Protected Materials, a statement as to why the Protected Materials should not be held to be confidential under current legal standards, or that the party asserting confidentiality for some reason did not allow such counsel to review such materials. If either party wishes to submit the material in question for in camera inspection, it shall do so no later than five (5) working days after the party challenging confidentiality has made its written filing.
27. **Procedures for Presiding Officer Determination Regarding Proposed Disclosure or Change in Designation.** If the party asserting confidentiality files an objection, the appropriate presiding officer will determine whether the proposed disclosure or change in designation is appropriate. Upon the request of either the producing or Reviewing Party or upon the presiding officer's own initiative, the presiding officer may conduct a prehearing conference. The burden is on the party asserting confidentiality to show that such proposed disclosure or change in designation should not be made. If the presiding

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officer determines that such proposed disclosure or change in designation should be made, disclosure shall not take place earlier than three (3) full working days after such determination unless otherwise ordered. No party waives any right to seek additional administrative or judicial remedies concerning such presiding officer's ruling.

28. **Maintenance of Protected Status during Periods Specified for Challenging Various Orders.** Any party electing to challenge, in the courts of this state, a Commission or presiding officer determination allowing disclosure or a change in designation shall have a period of ten (10) days from: (a) the date of an unfavorable Commission order; or (b) if the Commission does not rule on an appeal of an interim order, the date an appeal of an interim order to the Commission is overruled by operation of law, to obtain a favorable ruling in state district court. Any party challenging a state district court determination allowing disclosure or a change in designation shall have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from a state appeals court. Finally, any party challenging a determination of a state appeals court allowing disclosure or a change in designation shall have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from the state supreme court, or other appellate court. All Protected Materials shall be afforded the confidential treatment and status provided for in this Protective Order during the periods for challenging the various orders referenced in this paragraph. For purposes of this paragraph, a favorable ruling of a state district court, state appeals court, Supreme Court or other appellate court includes any order extending the deadlines in this paragraph.
29. **Other Grounds for Objection to Use of Protected Materials Remain Applicable.** Nothing in this Protective Order shall be construed as precluding any party from objecting to the use of Protected Materials on grounds other than confidentiality, including the lack of required relevance. Nothing in this Protective Order constitutes a waiver of the right to argue for more disclosure, provided, however, that unless the Commission or a court orders such additional disclosure, all parties will abide by the restrictions imposed by the Protective Order.

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30. **Protection of Materials from Unauthorized Disclosure.** All notices, applications, responses or other correspondence shall be made in a manner which protects Protected Materials from unauthorized disclosure.
31. **Return of Copies of Protected Materials and Destruction of Information Derived from Protected Materials.** Following the conclusion of these proceedings, each Reviewing Party must, no later than thirty (30) days following receipt of the notice described below, return to the party asserting confidentiality all copies of the Protected Materials provided by that party pursuant to this Protective Order and all copies reproduced by a Reviewing Party, and counsel for each Reviewing Party must provide to the party asserting confidentiality a letter by counsel that, to the best of his or her knowledge, information, and belief, all copies of notes, memoranda, and other documents regarding or derived from the Protected Materials (including copies of Protected Materials) that have not been so returned, if any, have been destroyed, other than notes, memoranda, or other documents which contain information in a form which, if made public, would not cause disclosure of the substance of Protected Materials. As used in this Protective Order, “conclusion of these proceedings” refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. If, following any appeal, the Commission conducts a remand proceeding, then the “conclusion of these proceedings” is extended by the remand to the exhaustion of available appeals of the remand, or the running of the time for making such appeals of the remand, as provided by applicable law. Promptly following the conclusion of these proceedings, counsel for the party asserting confidentiality will send a written notice to all other parties, reminding them of their obligations under this Paragraph. Nothing in this Paragraph shall prohibit counsel for each Reviewing Party from retaining two (2) copies of any filed testimony, brief, application for rehearing, hearing exhibit or other pleading which refers to Protected Materials provided that any such Protected Materials retained by counsel shall remain subject to the provisions of this Protective Order.

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32. **Applicability of Other Law.** This Protective Order is subject to the requirements of the Public Information Act, the Open Meetings Act,³ the Texas Securities Act⁴ and any other applicable law, provided that parties subject to those acts will notify the party asserting confidentiality, if possible under those acts, prior to disclosure pursuant to those acts. Such notice shall not be required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.
33. **Procedures for Release of Information under Order.** If required by order of a governmental or judicial body, the Reviewing Party may release to such body the confidential information required by such order; provided, however, that: (a) the Reviewing Party shall notify the producing party of the order requiring the release of such information within five (5) calendar days of the date the Reviewing Party has notice of the order; (b) the Reviewing Party shall notify the producing party at least five (5) calendar days in advance of the release of the information to allow the producing party to contest any release of the confidential information; and (c) the Reviewing Party shall use its best efforts to prevent such materials from being disclosed to the public. The terms of this Protective Order do not preclude the Reviewing Party from complying with any valid and enforceable order of a state or federal court with competent jurisdiction specifically requiring disclosure of Protected Materials earlier than contemplated herein. The notice specified in this section shall not be required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

³ Tex. Gov't Code Ann. § 551.001-551.146 (West 2012 & Supp. 2016).

⁴ Tex. Rev. Civ. Stat. Ann. arts. 581-1 to 581-43 (West 2010 & Supp. 2016).

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34. **Best Efforts Defined.** The term “best efforts” as used in the preceding paragraph requires that the Reviewing Party attempt to ensure that disclosure is not made unless such disclosure is pursuant to a final order of a Texas governmental or Texas judicial body, the written opinion of the Texas Attorney General sought in compliance with the Public Information Act, or the request of governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials. The Reviewing Party is not required to delay compliance with a lawful order to disclose such information but is simply required to timely notify the party asserting confidentiality, or its counsel, that it has received a challenge to the confidentiality of the information and that the Reviewing Party will either proceed under the provisions of §552.301 of the Public Information Act, or intends to comply with the final governmental or court order. Provided, however, that no notice is required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.
35. **Notify Defined.** “Notify” for purposes of Paragraphs 32, 33 and 34 means written notice to the party asserting confidentiality at least five (5) calendar days prior to release; including when a Reviewing Party receives a request under the Public Information Act. However, the Commission, OAG, or OPC may provide a copy of Protected Materials to the Open Records Division of the OAG as provided herein.
36. **Requests for Non-Disclosure.** If the producing party asserts that the requested information should not be disclosed at all, or should not be disclosed to certain parties under the protection afforded by this Protective Order, the producing party shall tender the information for in camera review to the presiding officer within ten (10) calendar days of the request. At the same time, the producing party shall file and serve on all parties its argument, including any supporting affidavits, in support of its position of non-disclosure. The burden is on the producing party to establish that the material should not be disclosed. The producing party shall serve a copy of the information under the classification of Highly

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Sensitive Protected Material to all parties requesting the information that the producing party has not alleged should be prohibited from reviewing the information.

Parties wishing to respond to the producing party's argument for non-disclosure shall do so within five working days. Responding parties should explain why the information should be disclosed to them, including why disclosure is necessary for a fair adjudication of the case if the material is determined to constitute a trade secret. If the presiding officer finds that the information should be disclosed as Protected Material under the terms of this Protective Order, the presiding officer shall stay the order of disclosure for such period of time as the presiding officer deems necessary to allow the producing party to appeal the ruling to the Commission.

37. **Sanctions Available for Abuse of Designation.** If the presiding officer finds that a producing party unreasonably designated material as Protected Material or as Highly Sensitive Protected Material, or unreasonably attempted to prevent disclosure pursuant to Paragraph 36, the presiding officer may sanction the producing party pursuant to 16 TAC § 22.161.
38. **Modification of Protective Order.** Each party shall have the right to seek changes in this Protective Order as appropriate from the presiding officer.
39. **Breach of Protective Order.** In the event of a breach of the provisions of this Protective Order, the producing party, if it sustains its burden of proof required to establish the right to injunctive relief, shall be entitled to an injunction against such breach without any requirements to post bond as a condition of such relief. The producing party shall not be relieved of proof of any element required to establish the right to injunctive relief. In addition to injunctive relief, the producing party shall be entitled to pursue any other form of relief to which it is entitled.

ATTACHMENT A

Protective Order Certification

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket and that I have received a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC shall be used only for the purpose of the proceeding in Docket No. _____. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated here shall not apply.

Signature

Party Represented

Printed Name

Date

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

Signature

Party Represented

Printed Name

Date

Attachment B to Petition
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ATTACHMENT B

I request to view/copy the following documents:

Document Requested	# of Copies	Non-Confidential	Protected Materials and/or Highly Sensitive Protected Materials

Signature

Party Represented

Printed Name

Date

PUBLIC UTILITY COMMISSION OF TEXAS

APPLICATION OF
SOUTHWESTERN ELECTRIC POWER COMPANY
TO ADJUST
ENERGY EFFICIENCY COST RECOVERY FACTOR AND RELATED RELIEF

DIRECT TESTIMONY OF
DEBRA A. MILLER
FOR
SOUTHWESTERN ELECTRIC POWER COMPANY

May 1, 2020

DIRECT TESTIMONY
DEBRA A. MILLER

TESTIMONY INDEX

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1

I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS ADDRESS.

3 A. My name is Debra A. Miller. I am Consumer Programs Manager for Southwestern
4 Electric Power Company (SWEPCO or the Company). My business address is 428 Travis
5 Street, Shreveport, Louisiana 71101.

6 Q. PLEASE STATE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND.

7 A. I received a Bachelor's degree from Louisiana Tech University in 1995. I began my
8 employment at SWEPCO in November 1986 and worked in a variety of positions and
9 responsibilities from that time until January 2014 when I accepted the position as an
10 Energy Efficiency and Consumer Programs Coordinator for SWEPCO's demand-side
11 management (DSM) programs. In that position I was responsible for implementing
12 and administering energy efficiency programs in compliance with Public Utility
13 Commission of Texas (PUCT or Commission) rules for such programs. In November
14 2019, I was named Consumer Programs Manager. In my current position, I manage
15 SWEPCO's Energy Efficiency and Consumer Programs department.

16 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY BEFORE ANY REGULATORY
17 AGENCY?

18 A. Yes, I have previously filed testimony before the PUCT in the following docket:

- 19 • Docket No. 49499, Application of Southwestern Electric Power Company for
20 an Energy Efficiency Cost Recovery Factor (EECRF) and Related Relief.

1 Q. DO YOU SPONSOR ANY OF THE SCHEDULES THAT ACCOMPANY
2 SWEPCO'S FILING?

3 A. Yes, I sponsor Schedules D and K. In addition, I cosponsor Schedules A, J, P and S
4 with SWEPCO witness Steve M. Mutiso, and Schedules A and C with SWEPCO
5 witness Shawnna G. Jones.

6

7 II. PURPOSE OF TESTIMONY AND
8 SUMMARY OF SWEPCO'S FILING

9 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

10 A. The purpose of my testimony is to:

- 11 • provide a summary of the relief sought by SWEPCO in this proceeding and of
12 its filing;
- 13 • lay out the policy considerations for recovery of SWEPCO's projected costs for
14 its 2021 energy efficiency programs in its adjusted Energy Efficiency Cost
15 Recovery Factor (EECRF) for 2021, as contemplated by Public Utility
16 Regulatory Act (PURA) §39.905 and 16 Tex. Admin. Code § 25.182 (TAC);
- 17 • provide information regarding the over-recovery of SWEPCO's energy
18 efficiency revenues for its 2019 costs to be included in its adjusted EECRF in
19 2021;
- 20 • provide information regarding SWEPCO's performance bonus achieved by its
21 2019 energy efficiency results, as contemplated in 16 TAC § 25.182(e), and to
22 be recovered through its adjusted EECRF in 2021;
- 23 • provide information regarding SWEPCO's projected Evaluation,
24 Measurement, and Verification (EM&V) costs as contemplated in 16 TAC
25 § 25.181(o) and to be recovered through its adjusted EECRF in 2021; and
- 26 • provide information regarding recovery of 2019 EECRF proceeding expenses
27 incurred in Docket No. 49499 to be recovered through its adjusted EECRF in
28 2021.

1 Q. PLEASE DESCRIBE SWEPCO'S FILING.

2 A. SWEPCO's filing consists of my direct testimony and the direct testimony of two other
3 witnesses.

4 SWEPCO witness Mutiso's direct testimony addresses:

- 5 • the energy efficiency costs that SWEPCO incurred for its 2019 programs;
- 6 • the energy efficiency results achieved in 2019 through these programs;
- 7 • SWEPCO's energy efficiency goals for 2021 as established by the Commission's
8 rule;
- 9 • the energy efficiency programs that SWEPCO will offer in 2021 to meet the
10 objectives;
- 11 • the costs SWEPCO projects to incur in 2021 in connection with the energy
12 efficiency programs and objectives;
- 13 • the impact of the industrial identification notice provided for in 16 TAC
14 § 25.181(u);
- 15 • SWEPCO's projected share of the statewide EM&V costs for evaluation of
16 Program Year (PY) 2020 to be collected through the 2021 EECRF; and
- 17 • Docket No. 49499 EECRF proceeding expenses incurred by SWEPCO.

18

19 SWEPCO witness Jones' direct testimony addresses:

- 20 • the design of the adjusted EECRF;
- 21 • the cost assignments among the EECRF rate classes to be recovered through the
22 adjusted EECRF; and
- 23 • the billing determinants used to develop the EECRF.

24 Accompanying the direct testimony of SWEPCO's witnesses are Schedules A
25 through R, which provide information the Commission has specified should be
26 provided in support of a request for an adjusted EECRF. Information demonstrating
27 the reasonableness of costs incurred in 2019 is included in the schedules in this filing.
28 SWEPCO has also included Schedule S, SWEPCO's 2020 Energy Efficiency Plan and
29 Report (EEPR) as filed in Docket No. 50666.

1 Q. WHAT RELIEF DOES SWEPCO SEEK IN THIS PROCEEDING?

2 A. 16 TAC § 25.182(d)(8) requires a utility in an area in which customer choice is not
3 offered to apply no later than May 1 of each year to adjust its EECRF in order to reflect
4 changes in costs, performance bonus, the utility's share of EM&V costs and to
5 minimize any over- or under-collection in prior years' program costs. Accordingly, by
6 this application, SWEPCO requests the Commission to approve an adjustment to
7 SWEPCO's EECRF to recover \$5,240,033 in 2021. As my testimony and the
8 testimony of SWEPCO witnesses Mutiso and Jones explain, the amount SWEPCO now
9 seeks to recover through its adjusted 2021 EECRF reflects the following components:

- 10 1) recovery of \$4,367,484 in energy efficiency program costs projected to
11 be incurred in 2021;
- 12 2) over-recovery in the amount of \$172,971 plus \$7,588 in interest,
13 representing SWEPCO's over-recovery of its actual energy efficiency
14 costs in 2019;
- 15 3) recovery of \$975,673 representing SWEPCO's performance bonus for
16 achieving demand and energy reductions that exceeded its minimum
17 goals for 2019;
- 18 4) recovery of \$64,446, SWEPCO's projected share of the statewide
19 EM&V costs for evaluation of PY 2020; and
- 20 5) recovery of \$12,989, SWEPCO's 2019 proceeding expenses incurred in
21 Docket No. 49499.

22 Q. WHAT IS SWEPCO'S PROJECTED 2021 ENERGY EFFICIENCY PROGRAM
23 BUDGET?

24 A. As shown in Schedule A, SWEPCO's projected total 2021 energy efficiency budget to
25 achieve its energy efficiency objectives for 2021 is \$4,367,484. The 2021 projected
26 energy efficiency program costs are the amounts necessary for SWEPCO to achieve its
27 energy efficiency objectives for 2021 pursuant to 16 TAC § 25.181(e)(1). These

1 amounts are shown in more detail on Schedule A, which I cosponsor with SWEPCO
2 witness Mutiso.

3 Q. DOES SWEPCO'S 2021 EECRF INCLUDE SWEPCO'S PROJECTED SHARE OF
4 THE STATEWIDE EM&V COSTS?

5 A. Yes. SWEPCO includes those projected EM&V costs in the amount of \$64,446 for
6 evaluating PY 2020.

7 Q. DID SWEPCO SPEND MORE OR LESS THAN IT BUDGETED ON ITS 2019
8 ENERGY EFFICIENCY PROGRAMS?

9 A. As shown on Schedule B, SWEPCO incurred a total of \$3,961,282 in energy efficiency
10 and EM&V costs in 2019, which is \$58,339 less than its projected 2019 budget.

11 Q. DOES SWEPCO HAVE ANY AFFILIATE COSTS FOR ENERGY EFFICIENCY IN
12 2019?

13 A. No.

14 Q. DID SWEPCO EXCEED ITS GOALS FOR 2019?

15 A. Yes. SWEPCO exceeded its demand reduction goal of 30% of historic average growth
16 in demand for 2019 and its associated energy goal, and consequently, qualifies for a
17 performance bonus pursuant to 16 TAC § 25.182(e). Schedule D provides the detail
18 for the calculation of the \$975,673 performance bonus that SWEPCO earned for
19 exceeding its goal.

20 Q. WHAT DOES SWEPCO REQUEST TO BE THE EFFECTIVE DATE OF THE
21 ADJUSTED EECRF FOR 2021?

22 A. SWEPCO requests that the adjusted EECRF be made effective as of January 1, 2021.

1 III. POLICY CONSIDERATIONS FOR RECOVERY OF
2 ENERGY EFFICIENCY EXPENDITURES

3 A. Statutory Policies

4 Q. WHAT ARE THE POLICY CONSIDERATIONS THAT GOVERN THE
5 RECOVERY OF ENERGY EFFICIENCY COSTS?

6 A. In PURA §39.905, the Texas Legislature established policies that an electric utility
7 such as SWEPCO operating in an area not open to competition:

- 8 • Must provide incentives adequate for the purpose of acquiring cost-effective energy
9 efficiency equivalent to:
 - 10 ▪ not less than 30% of the utility's annual growth in demand of residential
11 and commercial customers by December 31 of each year beginning with
12 the 2013 calendar year; however, not less than the preceding year; or
 - 13 ▪ four-tenths of one percent of the utility's summer weather-adjusted peak
14 demand for the combined residential and commercial customers for the
15 previous calendar year; however, not less than the preceding year.
- 16 • Must provide incentives through market-based standard offer programs (SOPs),
17 targeted market transformation programs (MTPs), or programs other than SOPs and
18 MTPs to the extent that they satisfy the same cost-effectiveness requirements.
- 19 • Must provide incentives in such a manner that competitive energy efficiency
20 service providers (EESPs) install the measures that produce the required gains in
21 energy efficiency necessary to meet the utility's mandated annual goal.

22 The Legislature has also recognized that a utility should have access to a
23 mechanism to enable it to fully and timely recover the costs of providing these energy
24 efficiency programs. Specifically, SWEPCO is allowed to recover the increased costs
25 it must incur in order to meet the goals of PURA §39.905, as well as additional cost-
26 effective energy efficiency in excess of the minimum goals. The Legislature also
27 recognized that utilities should be provided an incentive to exceed the goals in the
28 statute and directed the Commission to establish rules to award incentives to the utilities
29 for exceeding their annual goals.

1 B. Commission Rule Pertaining to an EECRF Filing

2 Q. WHAT ARE THE MINIMUM ANNUAL ENERGY EFFICIENCY GOALS?

3 A. 16 TAC § 25.181(e)(1) requires a utility to administer a portfolio of energy efficiency
4 programs to acquire, at a minimum, the following:

- 5 (A) Beginning with the 2013 program year, until the trigger described in
6 subparagraph (B) of this paragraph is reached, the utility shall acquire
7 a 30% reduction of its annual growth in demand of residential and
8 commercial customers.
- 9 (B) If the demand reduction goal to be acquired by a utility under
10 subparagraph (A) of this paragraph is equivalent to at least four-tenths of one percent of its summer weather-adjusted peak demand
11 for the combined residential and commercial customers for the
12 previous program year, the utility shall meet the energy efficiency
13 goal described in subparagraph (C) of this paragraph for each
14 subsequent program year.
- 15 (C) Once the trigger described in subparagraph (B) of this paragraph is
16 reached, the utility shall acquire four-tenths of one percent of its
17 summer weather-adjusted peak demand for the combined residential
18 and commercial customers for the previous program year.
- 19 (D) Except as adjusted in accordance with subsection (u) of this
20 subsection, a utility's demand reduction goal in any year shall not be
21 lower than its goal for the prior year, unless the Commission
22 establishes a goal for a utility under paragraph (2) of this section.

23 Q. HOW HAS SWEPCO ESTABLISHED ITS ENERGY EFFICIENCY GOAL FOR
24 2021?

25 A. As determined by 16 TAC § 25.181(e)(1), SWEPCO's calculated goal for 2021 is lower
26 than the actual goal for 2020, which was 5.6 megawatts (MW). Therefore, according
27 to 16 TAC § 25.181(e)(1)(D), SWEPCO's goal cannot be lower than 5.6 MW.

28 Q. WHY IS SWEPCO FILING THIS REQUEST TO ADJUST ITS EECRF FOR
29 RECOVERY OF ITS ENERGY EFFICIENCY EXPENDITURES?

1 A. The Commission's rule includes provisions for a utility such as SWEPCO to request
2 that an EECRF be adjusted to recover all of its forecasted annual energy efficiency
3 program costs (16 TAC § 25.182(d)(1)). Also, as I stated earlier, 16 TAC
4 § 25.182(d)(8) requires a utility without customer choice to file no later than May 1 of
5 each year to adjust its EECRF to reflect changes in program costs and achieved
6 performance bonus, and to minimize any over- or under-collection in prior year
7 program costs.

8 Q. DO THE COMMISSION'S RULES ALLOW RECOVERY OF EECRF
9 PROCEEDING EXPENSES?

10 A. Yes. The Commission's substantive rule Section 25.182 (d)(3)(A) considers EECRF
11 applications to be ratemaking proceedings. In such matters, the rule also allows
12 proceeding expenses to be recovered through the EECRF from the utility's immediate
13 previous year's EECRF proceeding. I address in Section IV. F below SWEPCO's
14 requested recovery of its 2019 EECRF proceeding expenses through its application in
15 this docket.

16 Q. WHAT ARE THE REQUIRED ELEMENTS TO BE COVERED WITHIN THE
17 SCOPE OF THIS PROCEEDING?

18 A. As outlined in the Commission's rules for energy efficiency, an EECRF rate schedule
19 must be included in the utility's tariff to permit the utility to timely recover the
20 reasonable costs of providing energy efficiency programs, including the prior year's
21 over- or under-collection of energy efficiency costs, and any applicable performance
22 bonus (16 TAC § 25.182(e)). The Commission may approve an energy rate for
23 residential customers and commercial rate classes whose base rates do not provide for

1 demand charges (16 TAC § 25.182(d)(6)). For the 2021 program year, the EECRF
2 rates should not exceed the cost caps based on the percentage change in the South urban
3 consumer price index (16 TAC § 25.182(d)(7)(C)). The EECRF must be set at a rate
4 that will give SWEPCO the opportunity to earn revenues equal to the sum of
5 SWEPCO's forecasted energy efficiency costs, applicable prior year over- or under-
6 collection, applicable performance bonus, and projected EM&V costs.

7 According to the Commission's rule regarding a proceeding to change an
8 EECRF, a utility must show that the costs to be recovered through the EECRF are
9 reasonable estimates of the costs necessary to provide energy efficiency programs and
10 to meet the utility's goals (16 TAC § 25.182(d)(12)). Furthermore, the utility must
11 include information in its EECRF application regarding the direct assignment and
12 allocation of costs to rate classes (16 TAC § 25.182(d)(10)(F)) as well as the calculation
13 of billing determinants for the year in which the EECRF is to be in effect (16 TAC §
14 25.182(d)(10)(E)).

15

16 IV. SWEPCO'S APPLICATION

17 Q. WHAT ARE THE ESSENTIAL ELEMENTS CONTAINED WITHIN SWEPCO'S
18 APPLICATION REQUESTING EECRF RECOVERY OF ENERGY EFFICIENCY
19 PROGRAM COSTS?

20 A. According to 16 TAC § 25.182(d)(3), a utility's application to change an EECRF is a
21 ratemaking proceeding and must include witness testimony and schedules by rate class
22 in compliance with 16 TAC § 25.182(d)(10). The testimony and schedules that
23 SWEPCO has included in this filing are comparable to the testimony and schedules

1 that were submitted in previous SWEPCO Docket Nos. 35625, 36961, 38210, 39359,
2 40357, 41439, 42447, 44612, 45824, 47116, 48334 and 49499 which formed the basis
3 for the Commission's authorization of the EECRF in those proceedings, as well as
4 additional information as applicable in compliance with 16 TAC § 25.182(d)(11).

5 SWEPCO's application includes testimony and schedules showing:

- 6 1. SWEPCO's forecasted energy efficiency program costs for 2021;
- 7 2. the energy efficiency performance bonus SWEPCO earned for PY
8 2019 energy efficiency achievements;
- 9 3. the amount of SWEPCO's 2019 actual energy efficiency costs;
- 10 4. information concerning the calculation of billing determinants for
11 2019 and 2021;
- 12 5. the direct assignment and allocation of energy efficiency costs to the
13 utility's eligible rate classes;
- 14 6. SWEPCO's administrative costs;
- 15 7. the incentive payments by program, including a list of each service
16 provider receiving more than five percent of the overall incentive
17 payments and the percentage received;
- 18 8. projected budgets for costs for the year in which the adjusted EECRF
19 is expected to be in effect (2021), including costs for the dissemination
20 of information, outreach and other major administrative costs;
- 21 9. the basis of the projection of costs for 2021 and discussions on the
22 cost cap calculations;
- 23 10. the actual EECRF revenues, by rate class, for the period of over-
24 recovery of 2019 EECRF costs;
- 25 11. SWEPCO's bidding and engagement process for contracting with
26 EESPs and a list of all EESPs that received EECRF payments during
27 2019;
- 28 12. the estimated useful life used for each measure; and
- 29 13. the estimated EM&V costs for evaluation of PY 2020.

30 All of these elements of SWEPCO's application for approval of its 2021 EECRF are
31 required by 16 TAC § 25.182(d)(10).

A. Achievement of Objectives that Exceed the Minimum Goals of the Statute and Rule

3 Q. WHAT DEMAND AND ENERGY SAVINGS DOES SWEPCO PROPOSE TO
4 ACHIEVE THROUGH ITS 2021 PROGRAMS?

5 A. The energy efficiency objectives SWEPCO seeks to achieve through the proposed 2021
6 energy efficiency expenditures include a peak demand reduction of as much as 10.4
7 MW and as much as 15,012 MWh in energy savings.

8 SWEPCO's calculated residential and commercial customer demand reduction
9 goal for 2021 is -0.23 MW pursuant to 16 TAC § 25.181(e)(1). However, SWEPCO
10 will use a minimum goal of 5.6 MW pursuant to 16 TAC § 25.181(e)(1)(D), which
11 states, "a utility's demand reduction goal in any year shall not be lower than its goal
12 for the prior year." SWEPCO's 2021 energy savings goal is 9,811 megawatt-hours
13 (MWh) calculated in accordance with 16 TAC § 25.181(e)(4).

14 Q. DO YOU BELIEVE IT IS CONSISTENT WITH THE COMMISSION'S RULE TO
15 PURSUE THE OBJECTIVES SWEPCO HAS ESTABLISHED FOR ITS 2021
16 PROGRAM?

17 A. Yes. I believe the intent of the Commission's rule is for SWEPCO to achieve as much
18 cost-effective energy efficiency savings as is reasonably possible. This intent is
19 manifested in PURA §39.905(b)(2), wherein the Legislature authorized the
20 Commission to provide an incentive to reward a utility "administering programs under
21 this section that exceed the minimum goals established by this section." The express
22 characterization of the goals in PURA §39.905 as "minimum goals" clearly indicates

the Legislature's desire that utilities exceed these goals where additional cost-effective energy efficiency savings are reasonably possible.

B. Industrial Notice Customers

4 Q. PLEASE EXPLAIN HOW THE COMMISSION DEFINES AN INDUSTRIAL
5 CUSTOMER PURSUANT TO ITS RULE.

6 A. 16 TAC § 25.181(c)(30) and (u) provide that an industrial customer is a for-profit
7 entity engaged in an industrial process taking electric service at transmission voltage,
8 or a for-profit entity engaged in an industrial process taking electric service at
9 distribution voltage that qualifies for a tax exemption under Tax Code §151.317 and
10 has submitted an identification notice pursuant to 16 TAC § 25.181(u).

11 Q. ARE THESE INDUSTRIAL CUSTOMERS EXEMPT FROM PAYING CHARGES
12 IN THE ADJUSTED EECRF FOR 2021?

13 A. 16 TAC § 25.181(u) states that if an identification notice was submitted to the utility
14 no later than February 1 to be effective for the following program year, the identified
15 industrial customer shall not be charged any EECRF costs for a period of three years.

16 Q. HAVE ANY OF SWEPCO'S INDUSTRIAL CUSTOMERS SUBMITTED
17 IDENTIFICATION NOTICES?

18 A. Yes. Please also see the direct testimony of witness Mutiso for further discussion
19 regarding industrial customer identification notices and the impact of the removal of
20 industrial load to SWEPCO's demand reduction goal. Please also see the direct
21 testimony of witness Jones for discussion regarding the impact of the notifications to
22 the determination of the EECRF.

1 C. Research and Development (R&D) Costs

2 Q. DO SWEPCO'S 2019 ENERGY EFFICIENCY PROGRAM COSTS INCLUDE R&D
3 EXPENDITURES?

4 A. Yes. The 2019 energy efficiency program and EM&V costs of \$3,961,282 shown on
5 Schedule B include \$145,479 in costs for R&D funded by SWEPCO. This includes
6 activities to support existing program refinement and costs related to developing
7 upgrades and enhancements to SWEPCO's electronic energy efficiency program
8 tracking and reporting database. All of these R&D expenditures incurred in 2019 were
9 for the purpose of fostering continuous improvement and innovation in the application
10 of energy efficiency technology and energy efficiency program design and
11 implementation. Please also see witness Mutiso's direct testimony for further
12 discussion of SWEPCO's R&D expenditures in 2019.

13 Q. DOES SWEPCO'S PROJECTED 2021 ENERGY EFFICIENCY PROGRAM
14 BUDGET INCLUDE R&D EXPENDITURES?

15 A. Yes. SWEPCO has budgeted \$125,000 to conduct R&D activities in 2021.

16 Q. HAS SWEPCO BUDGETED THE MAXIMUM AMOUNT FOR ENERGY
17 EFFICIENCY R&D EXPENDITURES ALLOWED BY THE COMMISSION'S
18 RULE?

19 A. No, it has not. 16 TAC § 25.181(g) specifies that the maximum amount of energy
20 efficiency R&D costs that SWEPCO can incur is 10% of its total program costs for that
21 program year for 2021. However, SWEPCO has budgeted \$125,000, the amount it
22 considers to be reasonable for projected R&D expenditures, considering the whole of

its energy efficiency program offerings and the magnitude of its required demand reduction target to be achieved in 2021.

D. Over-Recovery of 2019 Costs

4 Q. IS SWEPCO SEEKING TO RETURN TO CUSTOMERS THE AMOUNT OF OVER-
5 RECOVERED ENERGY EFFICIENCY REVENUES COLLECTED THROUGH ITS
6 2019 EECRF IN EXCESS OF THE AMOUNT OF ENERGY EFFICIENCY COSTS
7 ACTUALLY INCURRED IN 2019?

8 A. Yes. In addition to recovery of its projected total 2021 expenditures, SWEPCO is
9 requesting to include within its adjusted 2021 EECRF the amount of its actual 2019
10 EECRF revenues that exceeded the amount of its energy efficiency expenditures in
11 2019, including interest.

12 Q. PLEASE EXPLAIN THE BASIS FOR SWEPCO'S INCLUSION OF THE 2019
13 OVER-RECOVERY AMOUNT IN ITS ADJUSTED 2021 EECRF.

14 A. PURA §39.905(b-1) provides that:

15 The energy efficiency cost recovery factor under Subsection (b)(1) may
16 not result in an over-recovery of costs but may be adjusted each year to
17 change rates to enable utilities to match revenues against energy
18 efficiency costs and any incentives to which they are granted. The factor
19 shall be adjusted to reflect any over-collection or under-collection of
20 energy efficiency cost recovery revenues in previous years.

21 Additionally, 16 TAC § 25.182(d)(1)(A) states that the EECRF shall be calculated to
22 recover the preceding year's over- or under-recovery.

23 SWEPCO incurred total energy efficiency costs of \$3,961,282 in good faith in
24 2019 to pursue the goals set forth in the Commission's rule. SWEPCO collected
25 \$5,219,750 in energy efficiency revenue through its 2019 EECRF, representing an

1 over-recovery of \$172,971 plus \$7,588 in interest. SWEPCO requests an adjustment
2 to its 2021 EECRF for this over-recovered 2019 energy efficiency program cost amount
3 as shown on Schedule C.

4 Q. DID SWEPCO DETERMINE THE MAXIMUM EECRF COST CAP FOR 2021?

5 A. Yes. Please see witness Jones' direct testimony for an explanation of the process of
6 determining the 2021 cost cap.

7 E. 2019 Performance Bonus

8 Q. HAS SWEPCO CALCULATED THE PERFORMANCE BONUS IT SEEKS IN
9 CONNECTION WITH ITS 2019 ENERGY EFFICIENCY PROGRAM
10 ACHIEVEMENTS?

11 A. Yes. Please refer to Schedule D which details the calculation of the performance bonus
12 SWEPCO seeks to be awarded based upon its 2019 program year energy efficiency
13 achievements.

14 SWEPCO achieved a demand reduction of 11.83 MW and an energy reduction
15 of 16,233 MWh from its 2019 portfolio of energy efficiency programs. SWEPCO's
16 minimum demand reduction goal to be achieved in 2019 was 5.6 MW and the energy
17 reduction goal to be achieved in 2019 was 9,811 MWh. SWEPCO exceeded both its
18 2019 demand reduction goal and its energy reduction goal, qualifying SWEPCO for a
19 performance bonus. All of the calculations and requirements regarding the \$975,673
20 performance bonus comply with 16 TAC § 25.182(e).

1

F. 2019 Energy Efficiency Proceeding Expenses

2 Q. WHAT EXPENSES FROM SWEPCO'S 2019 EECRF DOCKET NO. 49499
3 PROCEEDING DOES THE COMPANY SEEK TO RECOVER THROUGH ITS
4 APPLICATION IN THIS PROCEEDING?

5 A. Consistent with the Commission's rule, SWEPCO has included in this filing a request
6 for its 2019 EECRF rate-case expenses incurred in Docket No. 49499, which totaled
7 \$12,989 and were attributable to outside legal expense. The invoices relating to the
8 Company's 2019 EECRF rate-case expenses in Docket No. 49499 are included with
9 the affidavit of Mr. Jerry N. Huerta attesting to the reasonableness of those costs at
10 Exhibit DAM-1. A description of how the 2019 EECRF rate-case expenses are
11 incorporated into the 2021 Rider EECRF rates can be found in witness Jones'
12 testimony.

13

14 V. CONCLUSION

15 Q. PLEASE BRIEFLY SUMMARIZE YOUR TESTIMONY.

16 A. The components included by SWEPCO in its requested adjusted EECRF for 2021 have
17 been properly calculated in accordance with the applicable standards and criteria.

- 18 1. The energy efficiency costs projected by SWEPCO for 2021 represent
19 reasonable estimates of the costs necessary to provide energy efficiency
20 programs for 2021 to meet SWEPCO's energy efficiency objectives for
21 2021.
22 2. SWEPCO's assigned portion of the costs for evaluation of PY 2020 for
23 the EM&V contractor is required by 16 TAC § 25.181(o).
24 3. The 2019 energy efficiency costs were reasonable and necessary costs
25 to provide energy efficiency programs for 2019. SWEPCO requests that
26 costs over-recovered in its 2019 EECRF be reflected in the adjusted
27 2021 EECRF.

1 4. The performance bonus, which SWEPCO earned for achievements in
2 2019 and now requests to be included in the adjusted 2021 EECRF, also
3 comports fully with the applicable provisions of the Commission's
4 rules.

5 5. The proceeding expenses for the previous year's EECRF are included
6 in this filing for recovery in the adjusted 2021 EECRF.

7 Q. DOES SWEPCO'S APPLICATION MEET ALL OF THE REQUIREMENTS FOR A
8 UTILITY'S EECRF FILING SET FORTH IN 16 TAC § 25.182(d)?

9 A. Yes, SWEPCO's application meets all of the requirements for approval of the requested
10 adjustment to its 2021 EECRF to recover the components described in my direct
11 testimony and supported by SWEPCO's other witnesses.

12 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

13 A. Yes, it does.

DOCKET NO. _____

AFFIDAVIT OF JERRY N. HUERTA

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Jerry N. Huerta,
who being by me first duly sworn, on oath, deposed and said the following:

My name is Jerry N. Huerta. I am over the age of twenty-one years, am of sound mind, have personal knowledge of the statements made herein, and the facts are true and correct. I am competent to make this Affidavit.

1. I am employed by AEP Service Corporation (AEPSC) as Senior Counsel. I have practiced law for over twenty years, including many cases before the Public Utility Commission of Texas (PUCT).
 2. I have been employed by AEPSC as an attorney in its Legal Department for over 14 years. I have represented American Electric Power Company's subsidiary operating companies, including Southwestern Electric Power Company (SWEPCO) on a number of various matters. Such matters include several past energy efficiency cost recovery factor (EECRF) proceedings.
 3. As Senior Counsel for AEPSC, I have hired and managed outside counsel and testifying and consulting experts in numerous matters. As Senior Counsel for AEPSC, I have been responsible for reviewing and approving invoices from outside law firms and consultants.
 4. As a Senior Counsel for AEPSC, which is responsible for providing legal services to all American Electric Power Company business units, I am familiar with the rates of a broad

range of lawyers, both those at small and large firms and solo practitioners, including the rates charged by such attorneys for work on PUCT matters.

5. In the 2019, *Application of Southwestern Electric Power Company to Adjust Energy Efficiency Cost Recovery Factor and Related Relief*, Docket No. 49499, SWEPCO was represented by outside counsel with the law firm of Duggins Wren Mann & Romero LLP (DWMR). The DWMR attorneys who worked on this matter have extensive experience representing utilities before the PUCT, including EECRF proceedings.
6. Patrick Pearsall was the primary attorney at DWMR representing SWEPCO in its 2019 EECRF filing in Docket No. 49499. Mr. Pearsall has been a licensed Texas attorney for over 15 years, representing utility clients before the PUCT and Texas courts for the last 13 years, and one of DWMR's outside counsels in various proceedings. Moreover, SWEPCO is not the only client he represents before the PUCT. Mr. Pearsall is therefore knowledgeable of and skilled in PUCT practices and procedures. SWEPCO was also represented by an associate attorney at DWMR who assisted Mr. Pearsall representing SWEPCO in a cost effective manner.
7. The invoices to SWEPCO from DWMR for work in Docket No. 49499 total \$12,989 and are attached. The billings provide detail of what task was being addressed for the time billed, and therefore, indicate the time billed for any specific issue or issues in last year's proceeding, which would also indicate the amount of rate-case expenses reasonably associated with each issue. I have personally reviewed the invoices on behalf of SWEPCO.
8. I reviewed the above-referenced invoices taking into consideration the eight factors listed in Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct:
 - 1) the time and labor required, novelty and difficulty of the questions involved and the skill requisite to perform the legal services properly;
 - 2) the likelihood that acceptance of employment will preclude other employment by the attorney;
 - 3) the fee customarily charged in the locality for similar legal services;
 - 4) the amount of time involved and result achieved;
 - 5) time limitation imposed by the client or by the circumstances;
 - 6) the nature and length of the professional relationship with the client;
 - 7) the experience, reputation and ability of the lawyers performing the services; and
 - 8) whether the fee is fixed or contingent on results or uncertainty of collection before the legal services have been rendered.

9. I considered the factors delineated by the Third Court of Appeals in *City of El Paso v. Public Utility Comm'n of Texas*, 916 S.W.2d 515 (Tex. App.—Austin 1995, writ dism'd by agr.):

- 1) Time and labor required;
- 2) nature and complexity of the case;
- 3) amount of money or value of property or interest at stake;
- 4) extent of responsibilities the attorney assumes;
- 5) whether the attorney loses other employment because of the undertaking; and
- 6) benefits to the client from the services.

10. I also considered the relevant criteria relating to the reasonableness of rate case expenses in 16 Tex. Admin. Code (TAC) § 25.245(b):

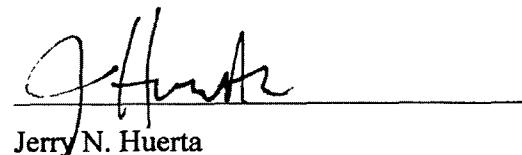
- 1) the nature, extent, and difficulty of the work done by the attorney or other professional in the rate case;
- 2) the time and labor required and expended by the attorney or other professional;
- 3) the fees or other consideration paid to the attorney or other professional for the services rendered;
- 4) the expenses incurred for lodging, meals and beverages, transportation, or other services or materials;
- 5) the nature and scope of the rate case, including:
 - A. the size of the utility and number and type of consumers served;
 - B. the amount of money or value of property or interest at stake;
 - C. the novelty or complexity of the issues addressed;
 - D. the amount and complexity of discovery;
 - E. the occurrence and length of a hearing; and
- 6) the specific issue or issues in the rate case and the amount of rate-case expenses reasonably associated with each issue.

11. As noted above, I am familiar with the rates for utility regulatory work in Texas and elsewhere. Generally speaking, the rates charged by an individual lawyer typically vary based on the level of experience possessed by the lawyer performing the work, the size and reputation of the law firm in which the lawyer works, and the technical nature of the work performed. While the hourly rate charged by outside counsel for work in this case is an important factor, it is only one of many important factors to be considered. Equally important are factors such as the number of hours worked, the complexity of the issues involved, and the experience of the lawyers involved. That is, an experienced lawyer in a complex case with an hourly rate at the high end of the range may be more able to more efficiently do the work than a less experienced lawyer with an hourly rate at the low- or mid-point of the hourly rate range, such that the total amount paid at the end of the day is

reasonable, even if the hourly rates are at the high end of the range. Similarly, a lawyer working at an hourly rate at the low- or mid-point range may have spent so many hours on a matter that the total amount paid is not reasonable, even though the rate is low.

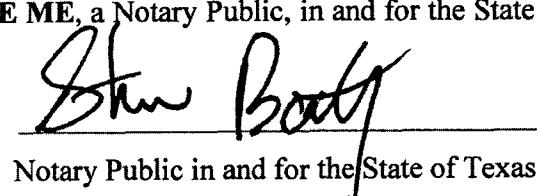
12. I am familiar with many regulatory lawyers in the Texas bar, and the lawyers at DWMR enjoy excellent reputations for providing a high level of quality work on both complex and routine matters. DWMR works on matters of significant importance to its utility clients. In my experience, the hourly rates of DWMR for work done in Docket No. 49499 are consistent with other Texas lawyers performing similar work in Texas. Rates for lawyers at the PUCT, in my experience, have recently ranged, depending on the experience of the lawyer between \$230 to more than \$700 (and sometimes more for very specialized subject matters, like regulatory tax work). The rates for DWMR work in Docket No. 49499 are in the expected range.
13. The rates charged by DWMR for Docket No. 49499 were the same hourly rates the law firm charged for SWEPCO and its affiliates for other matters of which I am familiar, including matters for which rate case expense reimbursement was not available.
14. In my opinion, the hourly rates charged by DWMR in Docket No. 49499 are reasonable and in the range of rates charged in Texas by firms with the same level of depth and expertise. Similarly, in my opinion, the other expenses charged by DWMR (i.e. copying, delivery service, etc.) are also reasonable and in line with costs charged by other law firms providing these types of legal services.
15. With respect to 16 TAC § 25.245(b) and (c) that relate to the determination of the reasonableness and necessity of the rate case expenses SWEPCO seeks to recover, the following information is relevant:
 - 1) The rate case expense documentation SWEPCO is filing shows that the fees paid to, tasks performed by, and time spent on a task by an attorney or other professional in these cases is not extreme or excessive;
 - 2) The rate case expense documentation SWEPCO is filing shows that the expenses incurred for any lodging, meals and beverages, transportation, or other services or materials were not extreme or excessive;

- 3) SWEPCO's application, testimony, and related material in Docket No. 49499 as well as the rate case documentation SWEPCO is filing show there was no unnecessary duplication of services or testimony;
 - 4) SWEPCO's application, testimony and related materials show that SWEPCO's EECRF application has a reasonable basis in law, policy and fact, and is warranted based on PUCT precedent in prior EECRF cases;
 - 5) SWEPCO's rate case expenses in Docket No. 49499 as a whole are not disproportionate, excessive, or unwarranted in relation to the nature and scope of the rate case addressed by the evidence pursuant to 16 TAC § 25.245(b) for the reasons noted above; and
 - 6) Given the rate case expense documentation SWEPCO is filing, SWEPCO did not fail to comply with the requirement for providing sufficient information pursuant to 16 TAC § 25.245(b).
16. Based on my experience and after considering the factors listed in paragraphs 8, 9, 10 above, the \$12,989 in rate case expenses incurred by SWEPCO in Docket No. 49499 were reasonable and necessary for the work performed.

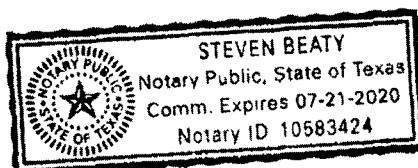


Jerry N. Huerta

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, in and for the State of Texas, this 28th day of April 2020.



Notary Public in and for the State of Texas



Header Information

Invoice Number: 30971 **Billing Start Date:** 03/04/2019
Vendor: Duggins Wren Mann & Romero, LLP **Billing End Date:** 03/31/2019
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427
Invoice Date: 04/11/2019 **Submitted Total:** \$804
Received Date: 04/17/2019 **Submitted Currency:** USD
Project: AEPD056093-SWEPCO EECRF **Tax Rate:** 0%
Posting Status: Posted **PS Voucher:** 02402044
Approved Total: \$804

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	804	0	0	0	0	0	804
Expenses	0	0	N/A	0	0	0	0
Invoice Total	804	0	0	0	0	0	804

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
1	03/04/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 1	0	0	33 5
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client M Gage re EEPR and EECRF strategy									
2	03/12/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 1	0	0	33 5
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client M Gage and litigation team re preparation of EEPR.									
3	03/13/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0 5	0	0	167 5
Activity: A104 Review/analyze Description: Pleadings Review/Analyze issues re EEPR.									
4	03/13/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0 4	0	0	134
Activity: A106 Communicate (with client) Description: Pleadings Communicate with client M Gage and litigation support team re draft EEPR									
5	03/14/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 2	0	0	67
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze revisions to EECRF and EEPR rules									
6	03/20/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0 3	0	0	100 5
Activity: A104 Review/analyze Description: Pleadings Review/Analyze revisions to EEPR									
7	03/25/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.6	0	0	201
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze final revisions to EEPR									
8	03/25/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 2	0	0	67
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client M. Gage re EEPR.									

Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post Invoice for 804 00 USD	Duggins Wren Mann & Romero, LLP	04/17/2019	04/17/2019		Approved
Approval History						
Stop	Performer	Activity	Date/Time	Internal Comment		
1	Ryan, Rhonda C	Approved	04/17/2019 10:24 AM			

Header Information

Invoice Number: 31249 **Billing Start Date:** 04/03/2019
Vendor: Duggins Wren Mann & Romero, LLP **Billing End Date:** 04/30/2019
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427 **Submitted Total:** \$3,496.5
Invoice Date: 05/13/2019 **Submitted Currency:** USD
Received Date: 05/13/2019 **Tax Rate:** 0%
Project: AEPD056093-SWEPCO EECRF **PS Voucher:** 02407035
Posting Status: Posted **Approved Total:** \$3,496.5

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	3,496.5	0	0	0	0	0	3,496.5
Expenses	0	0	N/A	0	0	0	0
Invoice Total	3,496.5	0	0	0	0	0	3,496.5

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
1	04/03/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.2	0	0	67
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze communication with litigation team re strategy for filing preparation									
2	04/12/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.7	0	0	234.5
Activity: A104 Review/analyze Description: Pleadings Review/Analyze application.									
3	04/15/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.2	0	0	67
Activity: A103 Draft/revise Description: Pleadings Draft/Revise application									
4	04/15/2019	Fee	L210 Pleadings	Green, Stephanie	230	0.9	0	0	207
Activity: A104 Review/analyze Description: Pleadings Review/Analyze and cite check EECRF draft application									
5	04/16/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	0.3	0	0	100.5
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze issues re P. Pratt testimony									
6	04/16/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	0.3	0	0	100.5
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze issues re S. Jones testimony.									
7	04/16/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	0.3	0	0	100.5
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze issues re D. Miller testimony									
8	04/16/2019	Fee	L410 Fact Witnesses	Green, Stephanie	230	4.4	0	0	1,012
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze and cite check direct testimonies of D. Miller, P. Pratt, and S. Jones									
9	04/17/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	1	0	0	335
Activity: A109 Appear for/attend Description: Fact Witnesses Appear for/attend telephone call w/witnesses and litigation support team re direct testimony									
10	04/17/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	0.2	0	0	67
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze issues re P. Pratt testimony.									
11	04/17/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	0.2	0	0	67
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze issues re S. Jones testimony									
12	04/17/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	0.2	0	0	67
Activity: A104 Review/analyze Description: Fact Witnesses Review/Analyze issues re D. Miller testimony									
13	04/26/2019	Fee	L410 Fact	Pearsall,	335	0.4	0	0	134

		Witnesses	Patrick					
Description: Fact Witnesses Review/Analyze final revisions to testimony supporting EECRF								
Activity: A104 Review/analyze								
14	04/26/2019	Fee	L410 Fact Witnesses	Pearsall, Patrick	335	1 5	0	0 502 5
Description: Fact Witnesses Communicate with client M. Gage and litigation team re testimony.								
15	04/29/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0 2	0	0 67
Description: Pleadings Review/Analyze issue re petition								
16	04/29/2019	Fee	L410 Fact Witnesses	Green, Stephanie	230	1 6	0	0 368
Description: Fact Witnesses Review/Analyze and cite check revised draft testimony and application								

Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post Invoice for 3,496.50 USD	Duggins Wren Mann & Romero, LLP	05/13/2019	05/14/2019		Approved
Approval History						
Stop	Performer	Activity	Date/Time	Internal Comment		
1	Ryan, Rhonda C	Approved	05/14/2019 07 43 AM			

Header Information

Invoice Number: 31470
Vendor: Duggins Wren Mann & Romero, LLP
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427
Invoice Date: 06/11/2019
Received Date: 06/11/2019
Project: AEPD056093-SWEPCO EECRF
Posting Status: Posted

Billing Start Date: 05/03/2019
Billing End Date: 05/31/2019
Submitted Total: \$1,642.86
Submitted Currency: USD
Tax Rate: 0%
PS Voucher: 02419030
Approved Total: \$1,561.78

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	1,621.5	0	81.08	0	0	0	1,540.42
Expenses	21.36	0	N/A	0	0	0	21.36
Invoice Total	1,642.86	0	81.08	0	0	0	1,561.78

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
1	05/03/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.4	6.7	6.7	127.3
Activity: A104 Review/analyze Description: Pleadings Review/Analyze order of referral and issues re scope and strategy of proposed list of issues Adjustment: 06/11/2019 - Amount adjusted by 6.7 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
2	05/06/2019	Fee	L210 Pleadings	Green, Stephanie	230	1.8	20.7	20.7	393.3
Activity: A103 Draft/review Description: Pleadings Draft/Revise proposed issues. Adjustment: 06/11/2019 - Amount adjusted by 20.7 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
3	05/07/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.3	5.02	5.02	95.48
Activity: A104 Review/analyze Description: Pleadings Review/Analyze issues re proposed list of issues Adjustment: 06/11/2019 - Amount adjusted by 5.02 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
4	05/07/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.2	3.35	3.35	63.65
Activity: A106 Communicate (with client) Description: Pleadings Communicate with client M. Gage and J. Griffin re list of issues Adjustment: 06/11/2019 - Amount adjusted by 3.35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
5	05/09/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.2	3.35	3.35	63.65
Activity: A103 Draft/review Description: Pleadings Draft/Revise proposed list of issues Adjustment: 06/11/2019 - Amount adjusted by 3.35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
6	05/09/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.1	1.68	1.68	31.82
Activity: A104 Review/analyze Description: Pleadings Review/Analyze Staff's motion to extend deadline for filing list of issues Adjustment: 06/11/2019 - Amount adjusted by 1.68 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
7	05/09/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.1	1.68	1.68	31.82

	Activity: A106 Communicate (with client) Description: Pleadings Communicate with client M Gage and J Griffin re list of issues Adjustment: 06/11/2019 - Amount adjusted by 1 68 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/10/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0 2	3 35	3 35	63 65
8	Activity: A103 Draft/review Description: Pleadings Draft/Revise and finalize proposed list of issues for filing Adjustment: 06/11/2019 - Amount adjusted by 3 35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/10/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.2	3.35	3.35	63.65
9	Activity: A104 Review/analyze Description: Pleadings Review/Analyze Staff motion to extend deadline for submitting proposed list of issues Adjustment: 06/11/2019 - Amount adjusted by 3 35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/10/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.2	3.35	3.35	63.65
10	Activity: A104 Review/analyze Description: Pleadings Review/Analyze Staff's proposed list of issues Adjustment: 06/11/2019 - Amount adjusted by 3 35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/15/2019	Fee	L210 Pleadings	Green, Stephanie	230	0 5	5 75	5 75	109 25
11	Activity: A104 Review/analyze Description: Pleadings Review/Analyze and compare proposed issues against Staff's Adjustment: 06/11/2019 - Amount adjusted by 5 75 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/15/2019	Fee	L210 Pleadings	Green, Stephanie	230	0.5	5.75	5.75	109.25
12	Activity: A104 Review/analyze Description: Pleadings Review/Analyze results of proposed issue comparison Adjustment: 06/11/2019 - Amount adjusted by 1 15 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/16/2019	Fee	L210 Pleadings	Green, Stephanie	230	0.1	1 15	1 15	21 85
13	Activity: A104 Review/analyze Description: Written Discovery Review/Analyze Staff's 1st RFIs Adjustment: 06/11/2019 - Amount adjusted by 1 68 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/20/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 1	1.68	1 68	31.82
14	Activity: A104 Review/analyze Description: Document/File Management Communicate with other external E Hurley, SOAH, to determine ALJ assignment and status of case Adjustment: 06/11/2019 - Amount adjusted by 0.7 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/28/2019	Fee	L140 Document/File Management	Jones, Jackie	140	0 1	0 7	0 7	13 3
15	Activity: A108 Communicate (other external) Description: Document/File Management Communicate with other external Staff counsel J. Tan re informal discovery re bonus calculator. Adjustment: 06/11/2019 - Amount adjusted by 3 35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/29/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 2	3 35	3 35	63 65
16	Activity: A108 Communicate (other external) Description: Written Discovery Communicate with other external Staff counsel J. Tan re informal discovery re bonus calculator. Adjustment: 06/11/2019 - Amount adjusted by 3 35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement								
	05/29/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 3	5 02	5 02	95.48
16	Activity: A106 Communicate (with client) Description: Written Discovery Communicate with client S Zahala, J Griffin, and P Pratt re Staff's informal discovery								

	Adjustment: 06/11/2019 - Amount adjusted by 5.02 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement									
17	05/30/2019	Fee	L120 Analysis/Strategy	Jones, Jackie	140	0.3	2.1	2.1	39.9	
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze protective order issues										
Adjustment: 06/11/2019 - Amount adjusted by 2.1 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement										
18	05/30/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0.2	3.35	3.35	63.65	
Activity: A108 Communicate (other external) Description: Written Discovery Communicate with other external Staff counsel J. Tan re discovery.										
Adjustment: 06/11/2019 - Amount adjusted by 3.35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement										
19	05/31/2019	Fee	L210 Pleadings	Jones, Jackie	140	0.2	1.4	1.4	26.6	
Activity: A104 Review/analyze Description: Pleadings Review/Analyze Order No 1 / PUCT/File and Document Management.										
Adjustment: 06/11/2019 - Amount adjusted by 1.4 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement										
20	05/31/2019	Fee	L210 Pleadings	Jones, Jackie	140	0.1	0.7	0.7	13.3	
Activity: A103 Draft/revise Description: Pleadings Draft/Revise procedural calendar to incorporate Order No 1 deadlines / PUCT/File and Document Management										
Adjustment: 06/11/2019 - Amount adjusted by 0.7 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement										
21	05/31/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.2	3.35	3.35	63.65	
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze SOAH Order No 1										
Adjustment: 06/11/2019 - Amount adjusted by 3.35 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 5% discount to vendor fees per billing discount agreement										
22	05/10/2019	Expense	E101 Copying		0.04	234	0	0	9.36	
Activity: Description: Photocopies Photocopies - B&W - list of issues										
23	05/10/2019	Expense	E107 Delivery services/messengers		6	1	0	0	6	
Activity: Description: Delivery Services/Messengers Delivery Service from Public Utility Commission of TX.										
24	05/10/2019	Expense	E107 Delivery services/messengers		6	1	0	0	6	
Activity: Description: Delivery Services/Messengers Delivery Service to Public Utility Commission of TX										

Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post Invoice for 1,561.78 USD	Duggins Wren Mann & Romero, LLP	06/11/2019	06/12/2019		Approved
Approval History						
Stop	Performer	Activity	Date/Time	Internal Comment		
1	Ryan, Rhonda C	Approved	06/12/2019 08:04 AM			

Receipts | **31470**



P.O. Box 93097
Austin, TX 78709-3097

(512) 892-1876

Invoice

Customer ID
1068
108001
5/11/2019
5/6/2019-5/11/2019
\$323.22

Date Ready	Order Type	Order ID	Origin	Destination	References	
5/10/2019 1:00 PM	Rush Bike	865292	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	Public Utility Commission of Tex 1701 N Congress Ave	PJF 12758-468	469289
5/10/2019 1:32 PM	Tammy Mitchell (512) 744-9300		Austin TX 78701-3348	Austin TX 78701-1494		
				Rush Bike		
	POD: Fsc			Order Total:	6 00	
5/10/2019 1:30 PM	Rush Bike	865292 01	Public Utility Commission of Texas 1701 N Congress Ave	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	PJF 12758-468	469291
5/10/2019 1:46 PM	Tammy Mitchell (512) 744-9300		Austin TX 78701-1494	Austin TX 78701-3348		
	POD: Talem			Rush Bike	6.00	
				Order Total:		

Header Information

Invoice Number: 31776 **Billing Start Date:** 06/03/2019
Vendor: Duggins Wren Mann & Romero, LLP **Billing End Date:** 06/30/2019
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427 **Submitted Total:** \$2,964 5
Invoice Date: 07/11/2019 **Submitted Currency:** USD
Received Date: 07/11/2019 **Tax Rate:** 0%
Project: AEPD056093-SWEPCO EECRF **PS Voucher:** 02435400
Posting Status: Posted **Approved Total:** \$2,760 06

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	2,920 5	0	204 44	0	0	0	2,716 06
Expenses	44	0	N/A	0	0	0	44
Invoice Total	2,964 5	0	204 44	0	0	0	2,760 06

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
1	06/03/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 2	4.69	4 69	62 31
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client J. Griffin re SOAH Order No 1 Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
2	06/04/2019	Fee	L250 Other Written Motions/Submissions	Green, Stephanie	230	0 9	14 49	14.49	192 51
Activity: A104 Review/analyze Description: Other Written Motions and Submissions Review/Analyze and prepare draft procedural schedule and confirm dates Adjustment: 07/11/2019 - Amount adjusted by 14 49 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
3	06/04/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.1	2 34	2 34	31 16
Activity: A108 Communicate (other external) Description: Analysis/Strategy Communicate with other external Staff counsel J. Tan re procedural schedule Adjustment: 07/11/2019 - Amount adjusted by 2 34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
4	06/05/2019	Fee	L250 Other Written Motions/Submissions	Green, Stephanie	230	0 4	6 44	6.44	85.56
Activity: A103 Draft/review Description: Other Written Motions and Submissions Draft/Revise draft procedural schedule Adjustment: 07/11/2019 - Amount adjusted by 6 44 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
5	06/05/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 4	9.38	9.38	124 62
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze issues re procedural schedule Adjustment: 07/11/2019 - Amount adjusted by 9 38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
6	06/05/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 4	9.38	9.38	124 62
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client litigation team re procedural schedule issues. Adjustment: 07/11/2019 - Amount adjusted by 9 38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
7	06/06/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 4	9.38	9.38	124.62

	Activity: A106 Communicate (with client) Description: Written Discovery Communicate with client litigation team re Staff's 1st RFIs Adjustment: 07/11/2019 - Amount adjusted by 9.38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
8	06/06/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 3	7 04	7 04	93 46
	Activity: A104 Review/analyze Description: Written Discovery Review/Analyze responses to Staff's 1st RFIs Adjustment: 07/11/2019 - Amount adjusted by 7 04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
9	06/06/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
	Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client J. Griffin re parties' proposed revisions to procedural schedule Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
10	06/07/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
	Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client J. Griffin and S. Zahala re procedural schedule issues Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
11	06/07/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 3	7 04	7 04	93 46
	Activity: A108 Communicate (other external) Description: Analysis/Strategy Communicate with other external Staff and intervenor counsel re procedural schedule issues Adjustment: 07/11/2019 - Amount adjusted by 7 04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
12	06/07/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 4	9 38	9 38	124 62
	Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze issues re procedural schedule Adjustment: 07/11/2019 - Amount adjusted by 9 38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
13	06/07/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 3	7 04	7 04	93.46
	Activity: A104 Review/analyze Description: Written Discovery Review/Analyze response to Staff's 1st RFI. Adjustment: 07/11/2019 - Amount adjusted by 7 04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
14	06/10/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
	Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze issues re procedural schedule Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
15	06/12/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
	Activity: A104 Review/analyze Description: Written Discovery Review/Analyze Staff's 2nd set of RFIs Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
16	06/12/2019	Fee	L230 Court Mandated Conferences	Pearsall, Patrick	335	0.1	2.34	2.34	31 16
	Activity: A106 Communicate (with client) Description: Court Mandated Conferences Communicate with client J. Griffin re prehearing conference Adjustment: 07/11/2019 - Amount adjusted by 2 34 - system, system								

	Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
17	06/12/2019	Fee	L230 Court Mandated Conferences	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A108 Communicate (other external) Description: Court Mandated Conferences Communicate with other external ALJ assistant re status of prehearing conference									
Adjustment: 07/11/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
18	06/12/2019	Fee	L140 Document/File Management	Jones, Jackie	140	0 1	0 98	0 98	13 02
Activity: A106 Communicate (with client) Description: Document/File Management Communicate with client G. Gullickson re prehearing conference issues									
Adjustment: 07/11/2019 - Amount adjusted by 0 98 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
19	06/13/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A108 Communicate (other external) Description: Written Discovery Communicate with other external Staff counsel J. Tan re Staff informal discovery requests									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
20	06/13/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 2	4.69	4 69	62 31
Activity: A106 Communicate (with client) Description: Written Discovery Communicate with client J. Griffin, S. Zahala, and litigation team re Staff informal discovery requests									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
21	06/14/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0.1	2 34	2 34	31 16
Activity: A108 Communicate (other external) Description: Written Discovery Communicate with other external Staff counsel J. Tan re informal discovery requests.									
Adjustment: 07/11/2019 - Amount adjusted by 2 34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
22	06/14/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 3	7 04	7 04	93 46
Activity: A106 Communicate (with client) Description: Written Discovery Communicate with client litigation team re Staff's informal discovery requests.									
Adjustment: 07/11/2019 - Amount adjusted by 7 04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
23	06/17/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 5	11 72	11 72	155 78
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client litigation team re Staff questions concerning schedules									
Adjustment: 07/11/2019 - Amount adjusted by 11 72 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
24	06/17/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0 4	9.38	9 38	124 62
Activity: A108 Communicate (other external) Description: Analysis/Strategy Communicate with other external Staff and SWEPCO litigation team re clarification of issues with schedules									
Adjustment: 07/11/2019 - Amount adjusted by 9 38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
25	06/17/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 3	7 04	7 04	93 46
Activity: A106 Communicate (with client) Description: Written Discovery Communicate with client litigation team re Staff's 2nd RFIs.									
Adjustment: 07/11/2019 - Amount adjusted by 7.04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
26	06/25/2019	Fee	L310 Written Discovery	Pearsall,	335	0 2	4 69	4.69	62 31

			Patrick						
Activity: A104 Review/analyze Description: Written Discovery Review/Analyze responses to Staff's 2nd RFIs.									
Adjustment: 07/11/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
27	06/25/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client litigation team re timing of and strategy for settlement conference									
Adjustment: 07/11/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
28	06/25/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0 2	4.69	4 69	62 31
Activity: A104 Review/analyze Description: Pleadings Review/Analyze protective order statement for Staff's 1st RFIs									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
29	06/25/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A108 Communicate (other external) Description: Settlement/Non-binding ADR Communicate with other external Staff counsel J Tan re settlement conference									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
30	06/26/2019	Fee	L310 Written Discovery	Jones, Jackie	140	0 2	1.96	1 96	26 04
Activity: A103 Draft/revise Description: Written Discovery Draft/Revise statement under protective order re response to Staff's 1st									
Adjustment: 07/11/2019 - Amount adjusted by 1 96 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
31	06/26/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A108 Communicate (other external) Description: Settlement/Non-binding ADR Communicate with other external J Tan and TIEC counsel J Zhu re timing of settlement conference									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
32	06/27/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A108 Communicate (other external) Description: Settlement/Non-binding ADR Communicate with other external parties re timing of settlement conference									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
33	06/27/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 4	9 38	9 38	124 62
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client litigation team re settlement strategy									
Adjustment: 07/11/2019 - Amount adjusted by 9 38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
34	06/28/2019	Fee	L310 Written Discovery	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
Activity: A106 Communicate (with client) Description: Written Discovery Communicate with client litigation team re final revisions to responses to Staff's 2nd RFIs.									
Adjustment: 07/11/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
35	06/10/2019	Expense	E107 Delivery services/messengers		12	1	0	0	12
Activity: Description: Delivery Services/Messengers Delivery Service from Public Utility Commission of TX									

36	06/10/2019	Expense	E107 Delivery services/messengers		12	1	0	0	12
Activity: Description: Delivery Services/Messengers Delivery Service to Public Utility Commission of TX									
37	06/26/2019	Expense	E107 Delivery services/messengers		10	1	0	0	10
Activity: Description: Delivery Services/Messengers Delivery Service to Public Utility Commission of TX									
38	06/26/2019	Expense	E107 Delivery services/messengers		10	1	0	0	10
Activity: Description: Delivery Services/Messengers Delivery Service from Public Utility Commission of TX									

Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post Invoice for 2,760 06 USD	Duggins Wren Mann & Romero, LLP	07/11/2019	07/12/2019		Approved
Approval History						
Stop	Performer	Activity	Date/Time	Internal Comment		
1	Ryan, Rhonda C	Approved	07/12/2019 11.18 AM			

Receipts | Inv31776



P.O. Box 93097
Austin, TX 78709-3097

(512) 892-1876

Invoice

Customer Number
1068
Invoice Number
108386
Invoice Date
6/15/2019
Invoicing Period
6/9/2019-6/15/2019
Invoice Amount
\$213.56

Date Ready	Order Type	Order ID	Origin	Destination	References
Deliver Date	Caller				
6/10/2019 2:05 PM	Rush Bike	867404	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	Public Utility Commission of Tex. 1701 N Congress Ave	pjp 12758-468
6/10/2019 3:02 PM	Tammy Mitchell (512) 744-9300		Austin TX 78701-3348	Austin TX 78701-1494	473938
				Rush Bike	\$12.00
POD:	Fsc			Order Total:	\$12.00
6/10/2019 2:35 PM	Rush Bike	867404.01	Public Utility Commission of Texas 1701 N Congress Ave	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	pjp 12758-468
6/10/2019 3:48 PM	Tammy Mitchell (512) 744-9300		Austin TX 78701-1494	Austin TX 78701-3348	473939
				Rush Bike	\$12.00
POD:	Talent			Order Total:	\$12.00



P.O. Box 93097
Austin, TX 78709-3097

(512) 892-1876

Invoice

Customer Number
1068
Invoice Number
108559
Invoice Date
6/29/2019
Invoicing Period
6/23/2019-6/29/2019
Invoice Amount
\$185.81

Date Ready	Order Type	Order ID	Origin	Destination	References
Deliver Date	Caller				
6/26/2019 1:33 PM	ASAP Bike	868531	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	Public Utility Commission of Tex. 1701 N Congress Ave	pjp 12758-468
6/26/2019 2:10 PM	Tammy Mitchell (512) 744-9300		Austin TX 78701-3348	Austin TX 78701-1494	476941
				ASAP Bike	\$10.00
POD:	Lisa Clark			Order Total:	\$10.00
6/26/2019 2:18 PM	ASAP Bike	868531.01	Public Utility Commission of Texas 1701 N Congress Ave	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	pjp 12758-468
6/26/2019 2:47 PM	Tammy Mitchell (512) 744-9300		Austin TX 78701-1494	Austin TX 78701-3348	476942
				ASAP Bike	\$10.00
POD:	Michelle Talon			Order Total:	\$10.00

Header Information

Invoice Number: 31950 **Billing Start Date:** 07/01/2019
Vendor: Duggins Wren Mann & Romero, LLP **Billing End Date:** 07/31/2019
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427 **Submitted Total:** \$3,817.26
Invoice Date: 08/13/2019 **Submitted Currency:** USD
Received Date: 08/14/2019 **Tax Rate:** 0%
Project: AEPD056093-SWEPCO EECRF **PS Voucher:** 02447831
Posting Status: Posted **Approved Total:** \$3,554.85

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	3,749	0	262.41	0	0	0	3,486.59
Expenses	68.26	0	N/A	0	0	0	68.26
Invoice Total	3,817.26	0	262.41	0	0	0	3,554.85

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
	07/01/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0.5	11.72	11.72	155.78
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client litigation team re preparation for settlement conference									
Adjustment: 08/14/2019 - Amount adjusted by 11.72 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/02/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.2	3.22	3.22	42.78
Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze information re settlement									
Adjustment: 08/14/2019 - Amount adjusted by 3.22 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/02/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0.5	11.72	11.72	155.78
Activity: A101 Plan and prepare for Description: Settlement/Non-binding ADR Plan and prepare for settlement conference with parties									
Adjustment: 08/14/2019 - Amount adjusted by 11.72 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/02/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0.3	7.04	7.04	93.46
Activity: A108 Communicate (other external) Description: Settlement/Non-binding ADR Communicate with other external telephone settlement conference with parties.									
Adjustment: 08/14/2019 - Amount adjusted by 7.04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/02/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0.2	4.69	4.69	62.31
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client J. Griffin and litigation team re settlement and preparation of stipulation and associated documents									
Adjustment: 08/14/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/05/2019	Fee	L250 Other Written Motions/Submissions	Green, Stephanie	230	0.4	6.44	6.44	85.56
Activity: A103 Draft/review Description: Other Written Motions and Submissions Draft/Revise motion to suspend procedural schedule									
Adjustment: 08/14/2019 - Amount adjusted by 6.44 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
7	07/05/2019	Fee	L210 Pleadings	Pearsall,	335	0.2	4.69	4.69	62.31

			Patrick						
Activity: A103 Draft/review Description: Pleadings Draft/Revise motion to suspend procedural schedule									
Adjustment: 08/14/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
8	07/08/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.1	1.61	1.61	21.39
Activity: A101 Plan and prepare for Description: Settlement/Non-binding ADR Plan and prepare for and coordinate needed settlement drafts.									
Adjustment: 08/14/2019 - Amount adjusted by 1.61 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
9	07/08/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.1	2.34	2.34	31.16
Activity: A106 Communicate (with client) Description: Pleadings Communicate with client J. Griffin, S. Zahala, and P. Pratt re motion to suspend.									
Adjustment: 08/14/2019 - Amount adjusted by 2.34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
10	07/08/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.1	2.34	2.34	31.16
Activity: A108 Communicate (other external) Description: Pleadings Communicate with other external Staff and TIEC counsel re motion to suspend									
Adjustment: 08/14/2019 - Amount adjusted by 2.34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
11	07/08/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0.2	4.69	4.69	62.31
Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze issues re preparation of settlement documents									
Adjustment: 08/14/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
12	07/09/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.2	3.22	3.22	42.78
Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze prior docket stipulation package									
Adjustment: 08/14/2019 - Amount adjusted by 3.22 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
13	07/10/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.1	2.34	2.34	31.16
Activity: A108 Communicate (other external) Description: Pleadings Communicate with other external Staff counsel J. Tan and TIEC counsel J. Zhu re motion to suspend									
Adjustment: 08/14/2019 - Amount adjusted by 2.34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
14	07/11/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.6	9.66	9.66	128.34
Activity: A103 Draft/review Description: Settlement/Non-binding ADR Draft/Revise motion to admit evidence and remand									
Adjustment: 08/14/2019 - Amount adjusted by 9.66 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
15	07/11/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.9	14.49	14.49	192.51
Activity: A103 Draft/review Description: Settlement/Non-binding ADR Draft/Revise unopposed stipulation.									
Adjustment: 08/14/2019 - Amount adjusted by 14.49 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
16	07/11/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	1.8	28.98	28.98	385.02
Activity: A103 Draft/review Description: Settlement/Non-binding ADR Draft/Revise proposed order									

	Adjustment: 08/14/2019 - Amount adjusted by 28 98 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
	07/11/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0 2	3.22	3 22	42 78
17	Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client re draft settlement documents for review								
	Adjustment: 08/14/2019 - Amount adjusted by 3 22 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
18	07/16/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0 1	1.61	1 61	21 39
	Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze communication re settlement								
	Adjustment: 08/14/2019 - Amount adjusted by 1 61 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
19	07/16/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	1 1	25 8	25 8	342 7
	Activity: A103 Draft/revise Description: Settlement/Non-binding ADR Draft/Revise stipulation, motion to remand, and proposed order								
	Adjustment: 08/14/2019 - Amount adjusted by 25 8 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
20	07/18/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	2 4	38 64	38 64	513.36
	Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze and prepare revised proposed order with comments								
	Adjustment: 08/14/2019 - Amount adjusted by 38 64 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
21	07/19/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0 6	9 66	9 66	128 34
	Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze and verify edits and references to SWEPCO order								
	Adjustment: 08/14/2019 - Amount adjusted by 9 66 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
22	07/23/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0 7	11 27	11 27	149 73
	Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze and confirm revisions to draft settlement documents, incorporate feedback and provide input re same								
	Adjustment: 08/14/2019 - Amount adjusted by 11 27 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
23	07/23/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4 69	62 31
	Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client litigation team re revisions to settlement documents.								
	Adjustment: 08/14/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
24	07/24/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0 2	3 22	3 22	42 78
	Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze and verify edits and client input regarding settlement documents.								
	Adjustment: 08/14/2019 - Amount adjusted by 3 22 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								
25	07/24/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 1	2 34	2 34	31 16
	Activity: A108 Communicate (other external) Description: Settlement/Non-binding ADR Communicate with other external Staff counsel J. Tan re settlement agreement status								
	Adjustment: 08/14/2019 - Amount adjusted by 2 34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement								

	07/26/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0 4	6 44	6.44	85 56	
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client re settlement documents and verify edits before distribution to Staff Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
26	Adjustment: 08/14/2019 - Amount adjusted by 6 44 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/26/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4.69	4 69	62 31	
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client litigation team re final edits to settlement documents Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
27	Adjustment: 08/14/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/29/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.2	3 22	3 22	42.78	
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client re requested revision to settlement documents. Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
28	Adjustment: 08/14/2019 - Amount adjusted by 3 22 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/29/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 3	7 04	7 04	93 46	
Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze Staff and TIEC proposed revisions to settlement documents Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
29	Adjustment: 08/14/2019 - Amount adjusted by 7 04 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/30/2019	Fee	L120 Analysis/Strategy	Green, Stephanie	230	0 3	4 83	4 83	64 17	
Activity: A104 Review/analyze Description: Analysis/Strategy Review/Analyze revisions to drafts and conforming changes Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
30	Adjustment: 08/14/2019 - Amount adjusted by 4 83 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/30/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0.1	2 34	2.34	31 16	
Activity: A106 Communicate (with client) Description: Settlement/Non-binding ADR Communicate with client J. Griffin re proposed order Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
31	Adjustment: 08/14/2019 - Amount adjusted by 2 34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/30/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4.69	62 31	
Activity: A108 Communicate (other external) Description: Settlement/Non-binding ADR Communicate with other external Staff counsel re proposed order Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
32	Adjustment: 08/14/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/31/2019	Fee	L160 Settlement/Non-Binding ADR	Green, Stephanie	230	0.3	4 83	4 83	64 17	
Activity: A104 Review/analyze Description: Settlement/Non-binding ADR Review/Analyze and prepare settlement documents for filing, draft cover letter re same. Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
33	Adjustment: 08/14/2019 - Amount adjusted by 4 83 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/31/2019	Fee	L160 Settlement/Non-Binding ADR	Pearsall, Patrick	335	0 2	4 69	4 69	62 31	
Activity: A103 Draft/revise Description: Settlement/Non-binding ADR Draft/Revise and finalize motion to remand and stipulation filing package Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement										
34	Adjustment: 08/14/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
	07/02/2019	Expense	E105 Telephone		4 3	1	0	0	4 3	
Activity: Description: Telephone (Long Distance) Conference Calls										
35										

36	07/11/2019	Expense	E107 Delivery services/messengers		8	1	0	0	8
Activity: Description: Delivery Services/Messengers Delivery Service to Public Utility Commission of TX.									
37	07/11/2019	Expense	E107 Delivery services/messengers		8	1	0	0	8
Activity: Description: Delivery Services/Messengers Delivery Service from Public Utility Commission of TX.									
38	07/31/2019	Expense	E101 Copying	0 04	572	0	0	22 88	
Activity: Description: Photocopies Photocopies - B&W - unopposed stipulation									
39	07/31/2019	Expense	E107 Delivery services/messengers		12	1	0	0	12
Activity: Description: Delivery Services/Messengers Delivery Service from Public Utility Commission of TX.									
40	07/31/2019	Expense	E101 Copying	0.04	27	0	0	1 08	
Activity: Description: Photocopies Photocopies - B&W - motion to admit evidence									
41	07/31/2019	Expense	E107 Delivery services/messengers		12	1	0	0	12
Activity: Description: Delivery Services/Messengers Delivery Service to Public Utility Commission of TX									

Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post invoice for 3,554.85 USD	Duggins Wren Mann & Romero, LLP	08/14/2019	08/19/2019		Approved
Approval History						
	Stop	Performer	Activity	Date/Time	Internal Comment	
	1	Ryan, Rhonda C	Approved	08/19/2019 10:51 AM		

RECEIPTS | INV31950



Globe Meet
PGI
2300 Lakewview Parkway, Suite 225/300
Alpharetta, GA 30009

Accounts Payable
Duggins Wren Mann & Romero, LLP
600 Congress Avenue
Suite 1900
Austin, TX 78701
United States

Invoice Number: 5127449300-071219
Invoice Date: 07/12/2019
Tax ID: 58-2421656
Terms: Payment Due Upon Receipt
Billing Period: Period Ending 07/12/2019

8/13
7/25/19

DESCRIPTION	EMPLOYEE CODE
Patrick Pearsall	990005
Date: 07/02/19	
Time: 1:57 PM	
Client Matter: 012758-000468	
Description	Service: Readyconference Plus Audio
GlobalMeet® Audio JIA - Tel Free	Participants Unit Price Minutes/Qty Item Charge
Call Total: 4.30	5 0.047 41 2.87
	Sub Total Pre-Tax: 2.87 Taxes and Surcharges: 1.43



P O. Box 93097
Austin, TX 78709-3097

(512) 892-1876

Invoice

Customer Name
1068
108727
7/13/2019
7/7/2019-7/13/2019
\$193.22

Date Ready Order Type Deliver Date	Order ID Caller	Origin	Destination	References
7/11/2019 9:33 AM 1 Hour Bike	869447	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	Public Utility Commission of Texas 1701 N Congress Ave	pjp 12758-468
7/11/2019 10:35 AM Tammy Mitchell (512) 744-9300		Austin TX 78701-3348	Austin TX 78701-1494	
			1 Hour Bike	\$8.00
			Order Total:	\$8.00
POD: Fsc				477722
7/11/2019 10:33 AM 1 Hour Bike	869447 01	Public Utility Commission of Texas 1701 N Congress Ave	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	pjp 12758-468
7/11/2019 10:53 AM Tammy Mitchell (512) 744-9300		Austin TX 78701-1494	Austin TX 78701-3348	
			1 Hour Bike	\$8.00
POD: Brey			Order Total:	\$8.00

RECEIPTS | INV31950



P.O. Box 93097
Austin, TX 78709-3097

(512) 892-1876

Invoice

1068
109010
8/3/2019
7/28/2019-8/3/2019
\$108.00

Date Ready	Order ID	Origin	Destination	References
7/31/2019 12:32 PM	870781	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900 Austin TX 78701-3348	Public Utility Commission of Texas 1701 N Congress Ave Austin TX 78701-1494	PJP 12758-468
7/31/2019 12:59 PM	Tammy Mitchell (512) 744-9300		Rush Bike	\$12.00
			Order Total:	481176
POD: Puc				
7/31/2019 1:02 PM	870781 01	Public Utility Commission of Texas 1701 N Congress Ave	Duggins Wren Mann & Romero 600 Congress Ave Ste 1900	PJP 12758-468
7/31/2019 1:09 PM	Tammy Mitchell (512) 744-9300	Austin TX 78701-1494	Austin TX 78701-3348	
			Rush Bike	\$12.00
POD: Connor			Order Total:	481177
				\$12.00

Header Information

Invoice Number: 32164
Vendor: Duggins Wren Mann & Romero, LLP
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427
Invoice Date: 09/12/2019
Received Date: 09/12/2019
Project: AEPD056093-SWEPCO EECRF
Posting Status: Posted

Billing Start Date: 08/08/2019
Billing End Date: 08/31/2019

Submitted Total: \$669.5
Submitted Currency: USD
Tax Rate: 0%
PS Voucher: 02453684
Approved Total: \$622.64

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	669.5	0	46.86	0	0	0	622.64
Expenses	0	0	N/A	0	0	0	0
Invoice Total	669.5	0	46.86	0	0	0	622.64

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
1	08/08/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.2	4.69	4.69	62.31
Activity: A101 Plan and prepare for Description: Analysis/Strategy Plan and prepare for evidence and proposed order for submission to Commission Office of Policy & Docket Management (OPDM) in accordance with SOAH Order No. 4.									
Adjustment: 09/12/2019 - Amount adjusted by 4.69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
2	08/08/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.1	2.34	2.34	31.16
Activity: A108 Communicate (other external) Description: Analysis/Strategy Communicate with other external Staff counsel J. Tan re submission of evidence in response to SOAH Order No. 4									
Adjustment: 09/12/2019 - Amount adjusted by 2.34 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
3	08/23/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.4	9.38	9.38	124.62
Activity: A104 Review/analyze Description: Pleadings Review/Analyze OPDM proposed order.									
Adjustment: 09/12/2019 - Amount adjusted by 9.38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
4	08/24/2019	Fee	L460 Post-Trial Motions and Submissions	Green, Stephanie	230	1.2	19.32	19.32	256.68
Activity: A104 Review/analyze Description: Post-Trial Motions and Submissions Review/Analyze differences between OPDM proposed order and proposed order submitted by parties with stipulation									
Adjustment: 09/12/2019 - Amount adjusted by 19.32 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
5	08/25/2019	Fee	L460 Post-Trial Motions and Submissions	Green, Stephanie	230	0.4	6.44	6.44	85.56
Activity: A103 Draft/revise Description: Post-Trial Motions and Submissions Draft/Revise summary of changes/revisions to proposed order									
Adjustment: 09/12/2019 - Amount adjusted by 6.44 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
6	08/26/2019	Fee	L210 Pleadings	Pearsall, Patrick	335	0.2	4.69	4.69	62.31
Activity: A106 Communicate (with client) Description: Pleadings Communicate with client M. Gage and J. Griffin re OPUC proposed order and necessity of corrections thereto.									

	Adjustment: 09/12/2019 - Amount adjusted by 4 69 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement
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Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post Invoice for 622 64 USD	Duggins Wren Mann & Romero, LLP	09/12/2019	09/16/2019		Approved
Approval History						
Stop	Performer	Activity	Date/Time	Internal Comment		
1	Ryan, Rhonda C	Approved	09/16/2019 11:51 AM			

Header Information

Invoice Number: 32448 **Billing Start Date:** 09/05/2019
Vendor: Duggins Wren Mann & Romero, LLP **Billing End Date:** 09/30/2019
Address: 600 Congress Ave Suite 1900, Austin, TX, 78701, United States of America
Tax ID: 27-5110427
Invoice Date: 10/11/2019 **Submitted Total:** \$203
Received Date: 10/11/2019 **Submitted Currency:** USD
Project: AEPD056093-SWEPCO EECRF **Tax Rate:** 0%
Posting Status: Posted **PS Voucher:** 02461519
Approved Total: \$188.79

Invoice Summary

Type	Rate x Units	Discount	AEP Disc	Adjustment	AEP Split	Tax	Amount
Fees	203	0	14.21	0	0	0	188.79
Expenses	0	0	N/A	0	0	0	0
Invoice Total	203	0	14.21	0	0	0	188.79

Line Items

Item	Date	Type	Category	TK	Rate	Units	Disc	Adj	Amt
1	09/05/2019	Fee	L120 Analysis/Strategy	Green, Stephanie	230	0.3	4.83	4.83	64.17
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client M Gage et al. re EECRF files requested by Staff.									
Adjustment: 10/11/2019 - Amount adjusted by 4.83 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									
2	09/05/2019	Fee	L120 Analysis/Strategy	Pearsall, Patrick	335	0.4	9.38	9.38	124.62
Activity: A106 Communicate (with client) Description: Analysis/Strategy Communicate with client M. Gage re filing of supplemental materials									
Adjustment: 10/11/2019 - Amount adjusted by 9.38 - system, system Reason for Adjustment: Discount Agreement Comments to Requestor: 7% discount to vendor fees per billing discount agreement									

Completed Requests

Item	Request Name	Requestor	Request Date	Completion Date	Comment	Outcome
1	Post Invoice for 188.79 USD	Duggins Wren Mann & Romero, LLP	10/11/2019	10/11/2019		Approved
Approval History						
Stop	Performer	Activity	Date/Time	Internal Comment		
1	Ryan, Rhonda C	Approved	10/11/2019 01:35 PM			

PUBLIC UTILITY COMMISSION OF TEXAS

APPLICATION OF
SOUTHWESTERN ELECTRIC POWER COMPANY
TO ADJUST
ENERGY EFFICIENCY COST RECOVERY FACTOR AND RELATED RELIEF

DIRECT TESTIMONY OF
STEVE M. MUTISO
FOR
SOUTHWESTERN ELECTRIC POWER COMPANY

May 1, 2020

DIRECT TESTIMONY
STEVE M. MUTISO

TESTIMONY INDEX

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1 I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS ADDRESS.

3 A. My name is Steve M. Mutiso. I am an Energy Efficiency and Consumer Programs
4 Coordinator for Southwestern Electric Power Company (SWEPCO or the Company). My
5 business address is 428 Travis Street, Shreveport, Louisiana 71101.

6 Q. PLEASE STATE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND.

7 A. I received a Bachelor's degree from McMurry University in 2001. In addition, I
8 received a Master of Business Administration from Hardin Simmons University. I
9 began my employment at AEP Texas in July 2003 and worked in a variety of positions
10 and responsibilities from that time until December 2019. I accepted my current
11 position as Energy Efficiency and Consumer Programs Coordinator for SWEPCO's
12 Energy Efficiency and Consumer Programs department in December 2019. In this
13 position, I am responsible for implementing and administering energy efficiency
14 programs in compliance with Public Utility Commission of Texas (PUC or
15 Commission) rules for such programs.

16 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY BEFORE ANY REGULATORY
17 AGENCY?

18 A. No.

19 Q. DO YOU SPONSOR ANY OF THE SCHEDULES ACCOMPANYING SWEPCO'S
20 FILING?

21 A. Yes, I sponsor Schedules B, L, M, N, O, and R. In addition, I cosponsor Schedule A,
22 and page 2 of Schedules J, P, and S with SWEPCO witness Debra A. Miller. I also
23 cosponsor page 2 of Schedules A and B with SWEPCO witness Shawnna G. Jones.

II. PURPOSE OF TESTIMONY

2 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

3 A. The purpose of my direct testimony is to present information supporting SWEPCO's
4 request to adjust its Energy Efficiency Cost Recovery Factor (EECRF) for 2021.
5 SWEPCO's current EECRF was authorized in Docket No. 49499. As SWEPCO
6 witness Miller discusses in her direct testimony, SWEPCO seeks an adjustment in 2021
7 to reflect:

- 1) recovery of \$4,367,484 in energy efficiency program costs projected to be incurred in 2021;
 - 2) over-recovery in the amount of \$172,971 plus \$7,588 in interest representing SWEPCO's over-recovery of its actual energy efficiency costs in 2019;
 - 3) recovery of \$975,673 representing SWEPCO's performance bonus for achieving demand and energy reductions that exceeded its minimum goals for 2019;
 - 4) recovery of \$64,446, SWEPCO's projected share of the statewide Evaluation, Measurement & Verification (EM&V) costs for evaluation of Program Year (PY) 2020; and
 - 5) recovery of \$12,989, SWEPCO's 2019 EECRF proceeding expenses incurred in Docket No. 49499.

21 The total amount that SWEPCO requests be recovered through its adjusted 2021
22 EECRF is \$5,240,033.

23 In my direct testimony, I first outline SWEPCO's compliance with the demand
24 and energy reduction goals set forth by PURA §39.905 and the impact of 16 Tex.
25 Admin. Code § 25.181(u) (TAC) pertaining to industrial customer identification notice.
26 I then present the actual energy efficiency expenditures incurred by SWEPCO to
27 achieve savings through its 2019 programs and describe each of the programs
28 implemented to achieve those savings. I also present SWEPCO's projected costs

1 necessary to achieve its energy efficiency objectives for 2021 and the proposed
2 programs to achieve those savings.

3

4 III. ENERGY EFFICIENCY REQUIREMENTS AND OBJECTIVES

5 A. Statutory and Regulatory Requirements

6 Q. PLEASE DESCRIBE THE BASIC REQUIREMENTS OF PURA §39.905 AS
7 RELEVANT TO YOUR TESTIMONY.

8 A. As also discussed by SWEPCO witness Miller in her direct testimony, the requirements
9 of PURA §39.905 relevant to my testimony are:

- 10 • A utility must administer energy efficiency programs as follows:
- 11 ○ Provide incentives adequate for the purpose of acquiring cost-effective
12 energy efficiency equivalent to not less than 30% of the utility's annual
13 growth in demand of residential and commercial customers by
14 December 31 of each year beginning with the 2013 calendar year or
15 four-tenths of one percent of the utility's summer weather-adjusted peak
16 demand in the previous calendar year, but not less than the amount of
17 energy efficiency to be acquired for the most recent preceding year.
 - 18 ○ Provide incentives through market-based standard offer programs
19 (SOPs), targeted market transformation programs (MTPs), or programs
20 other than SOPs and MTPs to the extent that they satisfy the same cost-
21 effectiveness requirements.
 - 22 ○ Provide incentives in such a manner that competitive energy efficiency
23 service providers (EESPs) install the measures that produce the energy
24 efficiency necessary to meet the utility's mandated annual goal.

27 Q. HAS THE COMMISSION ADOPTED RULES TO IMPLEMENT PURA §39.905?

28 A. Yes, 16 TAC §§ 25.181 and 25.182 have been adopted to implement PURA §39.905.

1 Q. WHAT ARE SOME OF THE KEY COMPONENTS OF 16 TAC §§ 25.181 and
2 25.182?

3 A. Some of the key components of 16 TAC §§ 25.181 and 25.182 are:

- 4 • Beginning with the 2013 program year, an electric utility must administer
5 energy efficiency programs to achieve at least a 30% reduction of the utility's
6 annual growth in demand of residential and commercial customers or four-
7 tenths of one percent of the utility's summer weather-adjusted peak demand
8 in the previous calendar year, but not less than the amount of energy
9 efficiency to be acquired for the most recent preceding year.
- 10 • Each utility must administer energy efficiency programs to effectively and
11 efficiently achieve its energy efficiency goals.
- 12 • In order for each utility to achieve these goals, 16 TAC § 25.182 allows a
13 utility to establish an EECRF.
- 14 • A utility is required to adjust its EECRF to timely recover forecasted annual
15 energy efficiency program costs in excess of the costs recovered through
16 base rates.
- 17 • 16 TAC § 25.182(e) allows a utility exceeding the minimum goal to earn a
18 performance bonus.
- 19 • A utility may use up to 15% of its total program costs for administration of
20 its energy efficiency programs.
- 21 • A utility may use up to 10% of total program costs for the previous program
22 year to perform necessary energy efficiency research and development
23 (R&D) to foster continuous improvement and innovation in the application
24 of energy efficiency technology, program design and implementation.
- 25 • The cumulative cost of administration and R&D cannot exceed 20% of a
26 utility's total program costs.
- 27 • 16 TAC § 25.181(u) allows a distribution for-profit customer who is engaged
28 in an industrial process that qualifies for a tax exemption under Tax Code
29 §151.317 to submit a notice identifying itself as an industrial customer with
30 the result that it cannot be charged with any of the costs associated with the
31 EECRF and cannot participate in any of the energy efficiency programs for
32 three years.

33 Q. HOW DOES SWEPCO IMPLEMENT THESE REQUIREMENTS?

34 A. SWEPCO offers cost-effective energy efficiency programs to third-party EESPs who
35 in turn market their services to end-use customers. In order to do so, SWEPCO

1 develops and administers programs that offer incentives to encourage these EESPs to
2 participate as project sponsors of energy efficiency measures. The project sponsors
3 supply and install the measures at homes or businesses that produce the energy
4 efficiency savings that SWEPCO needs to satisfy its energy efficiency objectives. The
5 Commission's energy efficiency rule allows commercial customers with a load of 50
6 kilowatts (kW) or greater to act as project sponsors of energy efficiency measures they
7 install for themselves. Energy efficiency savings may be in the form of reduction in
8 peak demand (kilowatts or kW), energy usage (kilowatt-hours or kWh), or both.
9 Incentives are paid to the project sponsors for peak demand reduction and energy
10 savings resulting from the energy efficiency measures installed. The energy efficiency
11 objectives and goals are established annually, so that each year SWEPCO must procure
12 the necessary demand reduction and energy savings from participating project sponsors
13 to meet SWEPCO's objectives for that respective year.

- 14 Q. PLEASE DEFINE THE TERM STANDARD OFFER PROGRAM OR SOP.
- 15 A. 16 TAC § 25.181(c)(55) defines an SOP as a program pursuant to which a utility
16 administers standard offer contracts between the utility and EESPs. The Commission
17 addresses the definition of a standard offer contract in 16 TAC § 25.181(c)(54) as a
18 contract between the EESP and the utility that specifies the standard payments based
19 upon the amount of energy and peak demand savings achieved through energy
20 efficiency measures, measurement and verification protocols, and other terms and
21 conditions that are standard.
- 22 Q. PLEASE DEFINE THE TERM MARKET TRANSFORMATION PROGRAM OR
23 MTP.

1 A. 16 TAC § 25.181(c)(37) defines an MTP as a strategic program intended to induce
2 lasting structural or behavioral changes in the market that result in increased adoption
3 of energy efficiency technologies, services, and practices.

B. Annual Demand Reduction Goal

5 Q. PLEASE DESCRIBE HOW A UTILITY'S DEMAND REDUCTION GOAL IS
6 CALCULATED UNDER 16 TAC § 25.181.

7 A. 16 TAC § 25.181(e)(3)(A) determines that the demand reduction goal be calculated
8 based on a “rolling average” of the most recent five years’ load growth preceding the
9 year in which the goal is to be achieved. Load growth is based on the growth in
10 residential and commercial retail load in SWEPCO’s service area measured at the
11 annual system peak. Each year’s historical demand is adjusted for weather fluctuations,
12 using weather data for the most recent ten years. The average growth rate is calculated
13 based on the actual historical peak demand for the previous five years. SWEPCO’s
14 demand reduction goal is then calculated by applying the given percentage demand
15 reduction goal to the calculated average growth in demand.

16 Q. WHAT IS SWEPCO'S DEMAND REDUCTION GOAL BASED ON THE 30% OF
17 THE ROLLING FIVE-YEAR AVERAGE?

18 A. The demand reduction goal based on the 30% rolling average of the load growth during
19 years 2015 to 2019 is -0.23 megawatts (MW).

20 Q. DOES THE ENERGY EFFICIENCY RULE HAVE OTHER CRITERIA FOR
21 CALCULATING A UTILITY'S DEMAND REDUCTION GOAL?

22 A. Yes, 16 TAC § 25.181(e)(1)(B) determines that when the demand reduction goal to be
23 acquired by a utility is equivalent to at least four-tenths of one percent of its summer

1 weather-adjusted peak demand for combined residential and commercial customers for
2 the previous program year, the four-tenths of one percent of its summer weather-
3 adjusted peak demand calculation should be used.

4 Q. HAS SWEPCO CALCULATED WHAT ITS DEMAND REDUCTION GOAL
5 WOULD BE AT FOUR-TENTHS OF ONE PERCENT?

6 A. Yes, it is 4.88 MW.

7 Q. HAS SWEPCO REACHED THE FOUR-TENTHS OF ONE PERCENT TRIGGER?

8 A. No, SWEPCO has not.

9 Q. PLEASE DESCRIBE THE IDENTIFICATION NOTICE REFERENCED IN 16 TAC
10 § 25.181.

11 A. 16 TAC § 25.181(u) states that an industrial customer taking electric service at
12 distribution voltage that qualifies under subsection 16 TAC § 25.181(c)(30) may
13 submit an identification notice to the utility for those metered points of delivery of the
14 industrial process. The ESID number(s) identified under this section are not to be
15 charged for any costs associated with and will not be able to participate in energy
16 efficiency programs for three years.

17 Q. COULD THE IDENTIFICATION NOTICE REQUIREMENT AFFECT THE
18 UTILITY'S GOAL?

19 A. Yes, 16 TAC § 25.181(u) requires that the utility's demand reduction goal be adjusted
20 to remove any load lost as a result of the identification notices.

21 Q. DID SWEPCO RECEIVE ANY SUCH NOTICES TO BE EFFECTIVE FOR 2021?

22 A. Yes. SWEPCO received identification notices for 704 metered accounts, representing
23 126 MW of peak demand.

1 Q. WHAT IS SWEPCO'S DEMAND REDUCTION GOAL TO BE ACHIEVED IN
2 2021?

3 A. A requirement in 16 TAC § 25.181(e)(1)(D) states that a utility's demand reduction
4 goal in any year shall not be lower than its goal for the prior year. Therefore,
5 SWEPCO's demand reduction goal for 2021 is 5.60 MW. The 2021 demand reduction
6 goal is set forth in Schedule N, which I sponsor. However, SWEPCO projects it will
7 achieve 10.4 MW of demand reduction from the programs it will implement in 2021.
8 As SWEPCO witness Miller explains in her testimony, SWEPCO interprets the intent
9 of PURA §39.905 and 16 TAC § 25.181 to encourage utilities to achieve as much cost-
10 effective energy efficiency as can reasonably be achieved under the limits set forth in
11 the statute and rule. In keeping with this interpretation, SWEPCO has established a
12 projected demand reduction objective of 10.4 MW for 2021.

13 Q. WERE LINE LOSSES INCORPORATED IN THE CALCULATION OF THE
14 DEMAND REDUCTION GOAL?

15 A. Yes, calculation of the demand reduction goal used the line loss numbers referenced in
16 the report "AEP – SOUTHWESTERN ELECTRIC POWER COMPANY, 2016
17 Analysis of System Losses." The report was approved for use in Docket No. 46449,
18 Application of Southwestern Electric Power Company for Authority to Change Rates.

19 C. Annual Energy Savings Goal

20 Q. HOW IS SWEPCO'S ENERGY SAVINGS GOAL CALCULATED UNDER 16 TAC
21 § 25.181?

22 A. The minimum annual energy savings goal is calculated from the utility's demand goal,
23 using a 20% conservation load factor, as set forth in 16 TAC § 25.181(e)(4).

1 Q. WHAT IS SWEPCO'S ENERGY SAVINGS GOAL TO BE ACHIEVED IN 2020?

2 A. The energy savings goal for SWEPCO to achieve in 2021 is 9,811 megawatt-hours

3 (MWh) in energy savings. The 2021 energy savings goal is set forth in Schedule N.

4 However, SWEPCO projects to achieve as much as 15,012 MWh of energy savings

5 from the programs it will implement in 2021. As I mentioned above and as SWEPCO

6 witness Miller explains in her direct testimony, SWEPCO interprets PURA §39.905

7 and 16 TAC § 25.181 as encouraging utilities to achieve as much cost-effective energy

8 efficiency as can reasonably be achieved under the limits set forth in the statute and

9 rule. In keeping with this understanding, SWEPCO has projected its energy savings

10 objective of 15,012 MWh for 2021.

11 D. Process to Achieve Savings

12 Q. WILL SWEPCO OFFER PROGRAMS TO ACHIEVE THESE SAVINGS?

13 A. Yes, SWEPCO will offer seven programs in 2021 to achieve these savings. I discuss

14 the programs that SWEPCO will offer in Section V of my testimony. SWEPCO's

15 energy efficiency program portfolio is designed to achieve both its demand reduction

16 and energy savings goals for 2021.

17 Q. WILL ALL RESIDENTIAL AND COMMERCIAL CUSTOMERS HAVE ACCESS

18 TO ENERGY EFFICIENCY PROGRAMS OFFERED BY SWEPCO TO ACHIEVE

19 THESE SAVINGS?

20 A. Yes, all customers in the residential and commercial customer segments will have

21 access to energy efficiency programs offered by SWEPCO with the exception of

22 customers filing industrial identification notices under 16 TAC § 25.181(u) and lighting

23 customers for whom no energy efficiency programs are offered.

1 IV. ENERGY EFFICIENCY PROGRAM COSTS

2 A. 2019

3 Q. WHAT COSTS DID SWEPCO INCUR TO IMPLEMENT ITS 2019 ENERGY
4 EFFICIENCY PROGRAMS?

5 A. The costs incurred by SWEPCO to implement its 2019 energy efficiency programs and
6 EM&V costs totaled \$3,961,282 as set forth in Schedule B. SWEPCO has decreased
7 its request by \$4,865 to remove financially based incentive compensation from 2019
8 expenses. This is consistent with SWEPCO's request in its last rate case, Docket No.
9 46449 and its last EECRF, Docket No. 49499.

10 Q. WAS THE AMOUNT ACTUALLY INCURRED FOR 2019 ENERGY EFFICIENCY
11 COSTS MORE OR LESS THAN THE AMOUNT COLLECTED PURSUANT TO
12 THE 2018 EECRF ORDER IN DOCKET NO. 48334?

13 A. In 2019, SWEPCO collected \$172,971 more than the actual energy efficiency program
14 costs for 2019.

15 Q. DID SWEPCO SPEND MORE OR LESS THAN IT BUDGETED ON ITS 2019
16 ENERGY EFFICIENCY PROGRAMS?

17 A. SWEPCO incurred a total of \$3,961,282 in energy efficiency and EM&V costs for its
18 2019 programs, which is \$58,339 less than its 2019 budget of \$4,019,621 for energy
19 efficiency.

20 Q. WERE SWEPCO'S 2019 PROGRAM PORTFOLIO COSTS LESS THAN OR
21 EQUAL TO THE BENEFITS OF THE PROGRAMS?

22 A. SWEPCO's program portfolio costs were less than the total net benefits that resulted
23 from the savings produced by the 2019 programs, as shown on Schedule P.

1 Q. DID SWEPCO HAVE ANY EXPENSES ASSOCIATED WITH R&D IN 2019?

2 A. Yes, SWEPCO expended \$145,479 for R&D in 2019, as detailed in Schedule B. R&D
3 costs included:

- 4 • Refinements and enhancements were made in the data collection and
5 management systems for existing programs in response to
6 recommendations by the Evaluation, Measurement and Verification team.
- 7 • Participated with the Electric Utility Marketing Managers of Texas
8 organization in activities that included providing technical support for
9 updates to the Technical Resource Manual.
- 10 • Energy efficiency coordinators participated in energy efficiency-related
11 educational opportunities to develop additional knowledge regarding
12 program ideas and how to best implement SWEPCO's energy efficiency
13 programs.
- 14 • SWEPCO made improvements to its energy efficiency website,
15 www.swepco.com/save.

16 All of these R&D expenditures incurred in 2019 were for the purpose of fostering
17 continuous improvement and innovation in the application of energy efficiency
18 technology and energy efficiency program design and implementation.

19 Q. WHAT IS SWEPCO'S BIDDING AND ENGAGEMENT PROCESS USED FOR
20 CONTRACTING WITH EESPs?

21 A. Schedule L describes the process used to select and contract with EESPs.

22 Q. WAS MORE THAN 5% OF SWEPCO'S OVERALL INCENTIVE PAYMENT
23 AMOUNT PAID TO ANY SINGLE EESP?

24 A. Yes, a list of each EESP receiving more than 5% of SWEPCO's overall incentive
25 payments, as well as the contracts with those EESPs, is contained in Confidential
26 Schedule J. Schedule J also includes a list of all EESPs that participated in the 2019
27 programs.

1 Q. IS SWEPCO REQUESTING RECOVERY OF ANY AFFILIATE COSTS AS PART
2 OF ITS 2019 ADMINISTRATIVE COSTS?

3 A. No.

4 B. 2019 EECRF Proceeding Expenses

5 Q. DOES SWEPCO REQUEST RECOVERY OF ANY COSTS RELATED TO THE
6 2019 EECRF PROCEEDING?

7 A. Yes. SWEPCO requests recovery of \$12,989 for expenses incurred during the
8 Company's 2019 EECRF proceeding, Docket No. 49499. Please see the direct
9 testimony of SWEPCO witness Miller for further discussion of the Company's
10 requested recovery of its 2019 EECRF proceeding expenses.

11

12 C. 2021

13 Q. WHAT ARE SWEPCO'S ENERGY EFFICIENCY PLANS FOR 2021?

14 A. As shown in Schedule A, SWEPCO will implement seven energy efficiency programs
15 in 2021 with a total budget of \$4,367,484. These seven programs are designed to allow
16 SWEPCO to acquire as much energy efficiency savings as it can reasonably achieve
17 and remain under the cost caps set forth in 16 TAC § 25.182(d)(7). Each year
18 SWEPCO reviews the programs and activities that have taken place to plan for the
19 upcoming year. SWEPCO has selected a program portfolio that will maximize its
20 energy efficiency results in 2021 and comply with PUC rules.

21 Q. HOW DID SWEPCO DETERMINE ITS 2021 ENERGY EFFICIENCY
22 OBJECTIVES?

1 A. SWEPCO first determined to achieve greater cost-effective energy efficiency savings
2 than required by the Commission's rule. SWEPCO then allocated portions of its 2021
3 budget among customer classes using criteria such as customer counts, historical
4 budget allocation, and previous programs. SWEPCO next estimated projected impacts
5 from each program based on historical results and previous years' experience. The
6 hard-to-reach program was designed to achieve savings of no less than 5.0% of the total
7 demand reduction goal. The projected impacts from all programs within each customer
8 class were rolled together to formulate customer class projected savings. Finally, all
9 customer class savings were added together to comprise SWEPCO's 2021 energy
10 efficiency objectives.

11 Q. WHAT ARE THE TYPES OF ADMINISTRATIVE COSTS ASSOCIATED WITH
12 THE ENERGY EFFICIENCY PROGRAMS INCLUDED IN THE BUDGET FOR
13 THE 2021 PROGRAMS?

14 A. Administrative costs are incurred for various administrative tasks that include
15 participating in workshop activities to explain the programs to EESPs, conducting
16 outreach for these programs, reviewing measurement and verification plans for projects
17 that do not utilize deemed savings measures, reviewing project applications, awarding
18 contracts, performing site inspections of installed measures, making incentive
19 payments, and corresponding with project sponsors on an as-needed basis. Costs are
20 also associated with administrative duties that include development, review, and
21 selection of new or revised programs that may be considered for successful program
22 implementation. Costs associated with energy efficiency-related work activities that
23 include regulatory reports, such as the filing of this EECRF tariff reconciliation and the

1 Energy Efficiency Plan and Report (EEPR). Since SWEPCO is a fully-regulated
2 utility, costs also include interface with customers.

3 Q. WHAT DOES SWEPCO PROJECT FOR R&D COSTS FOR 2021?

4 A. SWEPCO has included \$125,000 for R&D costs. This will include any database and
5 informational tracking expenses and costs involved with improving current programs
6 and planning for future programs.

7 Q. DID SWEPCO INCLUDE ANY PROJECTED EM&V EXPENSES IN ITS 2021
8 ENERGY EFFICIENCY COSTS?

9 A. Yes, for 2021, SWEPCO is including \$64,446 in EM&V costs, which is SWEPCO's
10 projected share of the statewide EM&V costs for the evaluation of PY 2020.

11

12 V. ENERGY EFFICIENCY PROGRAM

13 A. 2019 Programs

14 Q. WHAT PROGRAMS DID SWEPCO OFFER IN 2019 TO ACHIEVE ITS ENERGY
15 EFFICIENCY OBJECTIVES?

16 A. SWEPCO offered the following programs in 2019:

- 17 • Commercial Solutions MTP
18 • Commercial SOP
19 • Hard-to-Reach SOP
20 • Load Management SOP
21 • Open MTP
22 • Residential SOP
23 • SCORESM MTP

1 Q. PLEASE DESCRIBE THE COMMERCIAL SOLUTIONS MTP.

2 A. The Commercial Solutions MTP identifies a variety of commercial customers having
3 a high likelihood of needing energy efficiency improvements within their facilities.
4 These customers may have delayed making such improvements for a number of
5 reasons, including an inability to identify appropriate actions to take or a lack of
6 understanding of energy efficiency project funding. The Commercial Solutions MTP
7 provides education and information to such customers, and provides monetary
8 incentives to encourage them to take action to improve their facilities' energy
9 efficiency.

10 Q. PLEASE DESCRIBE THE COMMERCIAL SOP.

11 A. The Commercial SOP provides incentives for the retrofit installation of a wide range
12 of measures that reduce customer energy costs and peak demand and/or save energy in
13 non-residential facilities. Customer sites include hotels, schools, manufacturing
14 facilities, restaurants, and larger grocery stores. These customers install such eligible
15 measures as lighting retrofits, new or replacement chiller systems, high efficiency
16 pumping systems, and other similar technologies. Incentives are paid to project
17 sponsors on the basis of deemed savings. If deemed savings have not been established
18 for a particular qualifying energy efficiency measure, then incentives are paid on the
19 basis of verified peak demand and/or energy savings using the International
20 Performance Measurement and Verification Protocol.

21 Q. PLEASE DESCRIBE THE HARD-TO-REACH SOP.

22 A. The Hard-to-Reach SOP targets a specific subset of residential customers defined by
23 16 TAC § 25.181(c)(27). The hard-to-reach customer has a total household income

1 that is at or below 200% of federal poverty guidelines. The program provides
2 incentives for the installation of a wide range of measures that reduce residential
3 customer energy costs and peak demand. It is designed to provide energy efficiency
4 improvements to individual households at no or very low cost. Incentives are paid to
5 project sponsors for eligible measures installed in retrofit applications on the basis of
6 deemed savings. Eligible measures include replacement air conditioners, wall and
7 ceiling insulation, infiltration measures, and air distribution duct improvements.

8 Q. PLEASE DESCRIBE THE LOAD MANAGEMENT SOP.

9 A. The Load Management SOP targets commercial customers that have a minimum
10 demand of 500 kW or more. Incentives are paid to project sponsors that can identify
11 interruptible load and provide curtailment of this electric load on one-hour-ahead notice
12 for a period of 1-4 hours duration. These payments are based on the delivery of metered
13 peak demand reduction, as called for by SWEPCO.

14 Q. PLEASE DESCRIBE THE OPEN MTP.

15 A. The Open MTP is designed to overcome barriers unique to small commercial customers
16 that prevent them from participating in energy efficiency programs proven to be
17 successful for larger business owners. The program offers a “turnkey” approach in
18 which marketing, energy education, site-specific energy analysis, financial incentives,
19 equipment procurement, and installation is provided.

20 Q. PLEASE DESCRIBE THE RESIDENTIAL SOP.

21 A. The Residential SOP provides incentives for the installation of a wide range of
22 measures that reduce residential customer energy costs and peak demand. It also
23 encourages private sector delivery of energy efficiency products and services.

Incentives are paid to project sponsors for eligible measures installed in retrofit applications on the basis of deemed savings. Eligible measures include replacement air conditioners, wall and ceiling insulation, air infiltration, and air distribution duct improvements.

PLEASE DESCRIBE THE SCORESM MTP.

The SCORESM MTP provides energy efficiency and demand reduction solutions for public schools. This program identifies actual demand and energy savings opportunities, participant facility operating characteristics, program design, long-range energy efficiency planning and overall measure and program acceptance by the targeted schools. Incentives are paid to public school participants served by SWEPCO for certain qualifying measures installed in new or retrofit applications that result in verifiable demand and energy savings.

B. 2019 Achievements

DID SWEPCO ACHIEVE ITS REQUIRED DEMAND REDUCTION GOAL IN 2019?

Yes, SWEPCO exceeded its required demand reduction of 5.6 MW with an achievement of 11.83 MW of peak demand reduction from its 2019 energy efficiency programs.

DID SWEPCO ACHIEVE ITS REQUIRED ENERGY REDUCTION GOAL IN 2019?

Yes, SWEPCO exceeded its required energy reduction goal of 9,811 MWh by achieving 16,233 MWh of energy savings from its 2019 energy efficiency programs.

- 1 Q. PLEASE DESCRIBE THE AMOUNT OF DEMAND REDUCTION THAT SWEPCO
2 ACHIEVED FROM ITS HARD-TO-REACH PROGRAM IN 2019.
- 3 A. SWEPCO achieved 1,246 kW in demand reduction from its hard-to-reach customers.
- 4 Q. DID SWEPCO ACHIEVE MORE THAN 5% OF ITS STATUTORY DEMAND
5 REDUCTION GOAL FROM ITS HARD-TO-REACH PROGRAMS?
- 6 A. Yes, SWEPCO achieved 22% of its demand reduction goal from its hard-to-reach
7 programs in 2019.
- 8 Q. DOES SWEPCO REQUEST A PERFORMANCE BONUS FOR HAVING
9 ACHIEVED A DEMAND REDUCTION THAT EXCEEDED ITS GOAL FOR 2019?
- 10 A. Yes, it does. SWEPCO witness Miller discusses the \$975,673 performance bonus
11 requested by SWEPCO for its 2019 results.

12 C. 2021 Programs

- 13 Q. WHAT PROGRAMS WILL SWEPCO OFFER IN 2021 TO ACHIEVE ITS ENERGY
14 EFFICIENCY OBJECTIVES?
- 15 A. SWEPCO will offer the following programs in 2021:
- 16 • Commercial Solutions MTP
17 • Commercial SOP
18 • Hard-to-Reach SOP
19 • Load Management SOP
20 • Open MTP
21 • Residential SOP
22 • SCORE MTP
- 23 These programs are described in Schedule R.
- 24 Q. WILL SWEPCO BE OFFERING ANY NEW PROGRAMS IN 2021?
- 25 A. No.

1 Q. WHAT ARE THE PROJECTED COSTS FOR EACH PROGRAM IN 2021?

2 A. Schedule A details the projected costs for each of SWEPCO's programs in 2021.

3 Q. WHAT ARE THE PROJECTED SAVINGS FOR EACH PROGRAM IN 2021?

4 A. Schedule O contains the projected savings for each program in 2021.

5

6 VI. CONCLUSION

7 Q. IS THE EXPENDED AMOUNT FOR 2019 CONSISTENT WITH THE
8 APPLICABLE COMMISSION RULE?

9 A. Yes, it is. The costs of \$3,961,282 incurred in connection with the 2019 energy
10 efficiency programs, including EM&V costs, were reasonable and necessary to provide
11 energy efficiency services to residential and commercial customers.

12 Q. IS THE PROJECTED AMOUNT FOR 2021 CONSISTENT WITH THE
13 APPLICABLE COMMISSION RULE?

14 A. SWEPCO's calculation of its goals and projected energy efficiency costs to be incurred
15 in 2021 and included in the EECRF comply with the Commission's rules. The
16 minimum goals for SWEPCO to achieve in 2021 are a demand reduction of 5.6 MW
17 and energy savings of 9,811 MWh. These energy efficiency goals are calculated in
18 accordance with the Commission's rules. As discussed above, PURA §39.905 and the
19 Commission's rule encourage utilities to achieve as much energy efficiency savings as
20 reasonably possible within the limitations in the statute and the rule. Therefore,
21 SWEPCO has established energy efficiency objectives for 2021 that exceed the
22 minimum goals contained in the rule. SWEPCO projects that \$4,367,484 is a
23 reasonable estimate of the costs necessary to provide an adequate portfolio of energy

1 efficiency programs to meet SWEPCO's demand reduction objectives for 2021 in
2 furtherance of PURA §39.905 and 16 TAC § 25.181.

3 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

4 A. Yes, it does.

PUBLIC UTILITY COMMISSION OF TEXAS

APPLICATION OF
SOUTHWESTERN ELECTRIC POWER COMPANY
TO ADJUST
ENERGY EFFICIENCY COST RECOVERY FACTOR AND RELATED RELIEF

DIRECT TESTIMONY OF
SHAWNNA G. JONES
FOR
SOUTHWESTERN ELECTRIC POWER COMPANY

May 1, 2020

DIRECT TESTIMONY
SHAWNNA G. JONES

TESTIMONY INDEX

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1 I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS ADDRESS.

3 A. My name is Shawnna Jones. I am employed as a Staff Regulatory Consultant in the
4 Regulatory Services Department of American Electric Power Service Corporation
5 (AEPSC). AEPSC is a subsidiary of American Electric Power Company, Inc. (AEP)
6 that provides corporate support services to the operating subsidiaries of AEP, including
7 Southwestern Electric Power Company (SWEPCO or the Company). My business
8 address is 212 East Sixth Street, Tulsa, Oklahoma 74119-1295.

9 Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL
10 BACKGROUND.

11 A. I received a B.A. in Economics in 1988 from the University of Mississippi and a M.A.
12 in Economics in 2002 from the University of Oklahoma. I also have an A.S. in
13 Mathematics from Tulsa Community College. In addition to graduate courses in
14 economics that include Advanced Public Utility Regulation from the University of
15 Oklahoma, I have attended workshops sponsored by New Mexico State University's
16 Center for Public Utilities that include the Basics of Regulation and Pricing Workshops
17 and Edison Electric Institute's (EEI's) Electric Rate Advanced Course.

18 In 1989, I began employment with Public Service Company of Oklahoma as a
19 Customer Service Representative. In 1996, I accepted the position of Pricing and
20 Costing Analyst with Central and South West Services, Inc. In 2000, I accepted the
21 position of Regulatory Consultant with AEPSC. Since 2000, I have progressed through
22 levels of regulatory consultant and in April 2015, I was promoted to Staff Regulatory
23 Consultant.

1 Q. HAVE YOU PREVIOUSLY SPONSORED TESTIMONY BEFORE THIS
2 COMMISSION?

3 A. Yes. I have previously sponsored testimony before the Public Utility Commission of
4 Texas (PUC or the Commission) in SWEPCO's 2019 Energy Efficiency Cost Recovery
5 Factor (EECRF) filing in Docket No. 49499 and the following dockets: 49553, 49041,
6 48334, 48394, 47141, 47116, 47207, 46449, 46000, 45824, 45712, 44612, 43675,
7 42563, 42447, 41982, 41533, 41439, 40898, 40444, 40357, 39869, 39448, 38853,
8 38315, 37364, 37057, 37604, 35105, 36326, 34961, 33440, 31960, 30360, 28822, and
9 26870. I have also sponsored testimony before the Arkansas Public Service
10 Commission, the Oklahoma Corporation Commission and the Louisiana Public Service
11 Commission.

12

13 II. PURPOSE OF TESTIMONY

14 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

15 A. 16 Tex. Admin. Code § 25.182(d) (TAC) provides for a cost recovery factor to allow a
16 utility to recover its reasonable expenditures on energy efficiency programs, a
17 performance bonus for exceeding its minimum goals and recovery of Evaluation,
18 Measurement and Verification (EM&V) costs as well as the proceeding expenses
19 attributable to a utility's immediately previous EECRF proceeding. The purpose of my
20 testimony is to: (1) support the calculation of the annual redetermination of SWEPCO's
21 EECRF rates, and (2) support the revised tariff (Rider EECRF) accompanying this
22 filing to be effective January 1, 2021.