Supreme Court of Ohio Clerk of Court - Filed September 22, 2025 - Case No. 2025-1241

THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE APPLICATION OF OHIO POWER COMPANY FOR APPROVAL OF AN AGREEMENT UNDER R.C. 4928.47.	**CASE NO. 25-134-EL-AEC**

FINDING AND ORDER

Entered in the Journal on May 28, 2025

I. SUMMARY

{¶ 1} The Commission approves the application filed by Ohio Power Company for approval of an agreement under R.C. 4928.47.

II. DISCUSSION

A. Procedural History

{¶ 2} R.C. 4928.47 permits an electric distribution utility (EDU) to enter into an agreement having a term of three years or more with a mercantile customer for the purpose of constructing a customer-sited renewable energy resource in this state that will provide a material portion of its electricity requirements, subject to the Commission's approval. The statute also provides that any direct or indirect costs associated with the customer-sited renewable energy resource will be paid by the EDU and mercantile customer.

{¶ 3} Ohio Power Company (AEP Ohio or the Company) is an EDU, as defined in R.C. 4928.01(A)(6), and a public utility, as defined in R.C. 4905.02. As such, the Company is subject to the jurisdiction of this Commission.

{¶ 4} On February 12, 2025, AEP Ohio filed an application for approval of a customer-sited renewable energy resource agreement (Agreement) between AEP Ohio and Cologix Johnstown, LLC (Cologix). According to the Agreement, AEP Ohio will procure, own, install, maintain, and operate a solid oxide fuel cell system behind the meter (BTM) on Cologix's in-state site to produce additional capacity available only to Cologix to offset a

portion of its electricity needs that are delivered from the grid by AEP Ohio. AEP Ohio argues that the proposed Agreement satisfies the requirements set forth in R.C. 4928.47 and requests an expedited procedural schedule. AEP Ohio also filed a motion for protective order, pursuant to Ohio Adm.Code 4901-1-24.

{¶ 5} By Entry issued February 14, 2025, the administrative law judge (ALJ) set a procedural schedule soliciting comments on the filed application.

{¶ 6} Motions to intervene were filed by One Power Company (One Power), Retail Energy Supply Association (RESA), Interstate Gas Supply, Inc. (IGS), Ohio Consumers' Counsel (OCC), Cologix, OnSite Partners, LLC (OnSite), Ohio Manufacturers' Association Energy Group (OMAEG), and Constellation Energy Generation, LLC and Constellation NewEnergy, Inc. (Constellation).

{¶ 7} Comments were submitted on March 4, 2025, by OCC, One Power, RESA, Cologix, OnSite, and OMAEG. AEP Ohio submitted reply comments on March 14, 2025.

{¶ 8} The motions to intervene filed by One Power, RESA, IGS, Cologix, OnSite, OMAEG, and Constellation were granted by the ALJ by Entry issued May 27, 2025. In that Entry, the ALJ also granted the Company's unopposed motion for protective order.

B. Summary of Application and Comments

{¶ 9} AEP Ohio's application seeks approval of a customer-sited renewable energy resource agreement (Agreement) between AEP Ohio and Cologix, an affiliate of Cologix, Inc. Cologix, Inc. operates over 40 data centers across 12 strategic North American markets and offers high-speed and ultra-low latency direct connections to cloud onramps, including two in the Columbus metro area. Cologix also operates four data centers in the Columbus metro area, providing connectivity to over 50 network service providers, and hosting 911 infrastructure for Columbus and surrounding areas. According to Cologix, Columbus' strategic location near long-haul fiber crossroads, and its previous successful investments, Cologix continues to invest in Central Ohio's digital infrastructure and is in

the process of developing multiple data centers in Central Ohio, including a $7 billion, 154-acre data center campus. Cologix represents that it is collaborating with local community leaders regarding these new sites to ensure that development aligns with regional priorities and contributes to long-term economic and technological growth.

{¶ 10} According to the Agreement, Cologix and AEP Ohio have been working together to address the additional energy needs of Cologix's planned expansion in Central Ohio, with several of the data centers expected to obtain electricity from AEP Ohio pursuant to electric service agreements (ESAs) that are expected to be executed in the future. Under each expected ESA, AEP Ohio will provide electricity to Cologix, via the grid, up to a maximum contract capacity. The Agreement would supplement contract capacity expected under the ESA, and permit AEP Ohio to provide Cologix with a BTM solution, to allow Cologix to expand its Columbus operations beyond the contract capacity available to Cologix under the expected ESA. The Agreement is structured to reduce the impact to other AEP Ohio customers by requiring Cologix to pay all direct and indirect costs, including costs for infrastructure development or generation, associated with the customer-sited renewable energy resource. Cologix will remain responsible for paying all current and future tariffed charges for grid capacity and energy obtained from AEP Ohio in accordance with the ESA. The Company explains that it is contracting with Bloom Energy to install and maintain the BTM solution for Cologix.

{¶ 11} The Agreement provides, in pertinent part:

a. AEP Ohio will procure, own, install, maintain, and operate a solid oxide fuel cell system located on Cologix's property in Johnstown, Ohio.

b. All the electricity generated by the fuel cell system will be delivered to Cologix, for Cologix's on-premises use. In exchange, AEP Ohio will recover, through 15 years of fixed monthly payments from Cologix, all costs incurred by AEP Ohio in connection with the installation and maintenance of the fuel cell system, plus AEP Ohio's cost of capital.

c. AEP Ohio has committed that no direct or indirect costs, including costs for infrastructure development or generation, associated with the customer-sited renewable energy resource shall be paid for by any customer other than Cologix. Further, AEP Ohio has created a separate business unit within its general ledger to track the costs and revenues incurred under the Agreement, separate from AEP Ohio's normal electric distribution costs and revenues. The costs and revenues associated with the Agreement will then be excluded from AEP Ohio's cost of service in any future base rate case or other ratemaking or rate related proceeding.

{¶ 12} Cologix argues that the requirements of R.C. 4928.47, particularly the additional permissible means of meeting the energy needs of its customers by the condition that costs incurred pursuant to an agreement under R.C. 4928.47 must be borne entirely by the customer and the utility, ensures that any mutually beneficial agreements between a utility and a customer pursuant to R.C. 4928.47 are also in the public interest. Cologix notes that R.C. 4928.47 has not been employed until recently but nonetheless represents good public policy.

{¶ 13} R.C. 4928.47 and this Agreement are also consistent with and further operationalizes the state policies expressed in R.C. 4928.02(C), to ensure diversity of electricity supplies and suppliers by giving consumers choices over the selection of those supplies/suppliers and encouraging the development of distributed and small generation facilities.

{¶ 14} Cologix contends that R.C. 4928.47 facilitates the state's effectiveness in the global economy state policy goal under R.C. 4928.02 by providing an additional route for Ohio utilities to craft solutions that meet their most sophisticated customers' energy needs. R.C. 4928.02(H) contains a state policy to ensure effective competition in the provision of retail electric service by avoiding anticompetitive subsidies flowing from a noncompetitive retail electric service to a competitive retail electric service, product, or some other service,

and vice versa, including by prohibiting the recovery of any generation-related costs through distribution or transmission rates, which Cologix argues aligns with R.C. 4928.47(B) which prohibits the socialization of any direct or indirect costs associated with customer-sited renewable energy resource agreements.

{¶ 15} In its comments, OCC contends that AEP Ohio does not have the statutory authority under R.C. 4928.47 to own, operate, or maintain BTM electric generation, here the fuel cells. OCC elaborates that R.C. 4928.47 only allows a utility to construct a renewable energy resource, but not to own, operate, or maintain one since S.B. 3 was enacted in 2000. Secondly, AEP Ohio's proposal to procure, own, install, maintain, and operate BTM generation unreasonably exposes consumers to increased cost and risk. OCC contends the Agreement is not compliant with R.C. 4928.17 and lacks transparency to ensure consumers are protected from subsidizing the cost of the fuel cells. Although AEP Ohio states it will create a separate business unit to track revenue and costs, OCC states tracking this would be complex and fall on consumers since there is no oversight mechanism. OCC argues that AEP Ohio does not address the potential for stranded costs that could arise if the project does not go as anticipated. Finally, OCC states that the Commission does not have the authority under current law to permit the Agreement, and that the Commission should require AEP Ohio to create a separate unregulated entity to procure, own, install, maintain and operate the fuel cells.

{¶ 16} In its comments, OnSite states that it is an active participant in Ohio BTM competitive market. Onsite asserts that if the application is approved, there may be a resultant change to Ohio's competitive BTM generation market. While Onsite recognizes R.C. 4928.47(A) allows AEP Ohio to seek such approval, it implores the Commission to carefully consider the impacts such an approval could have on the BTM generation market. Additionally, OnSite notes that legislation in the Ohio General Assembly is under consideration which could fundamentally change energy policy in Ohio that could affect the very near future. While the application was filed under R.C. 4928.47 as the statute stood

at the time of filing, OnSite requests the Commission consider potential changes to legislation that could come into effect in the near future.

{¶ 17} Through its comments, OMAEG contends that AEP Ohio is statutorily barred by SB 3 and corporate separation laws from owning generation as contemplated in the Agreement. If allowed, OMAEG states that AEP Ohio would have monopoly ownership of the electric system and the captive customer base. Further, OMAEG states that under the same statute AEP Ohio filed their application, R.C. 4928.47, AEP Ohio is not allowed to own the solid waste fuel cell system. Rather, OMAEG contends that, while R.C. 4829.47(A) allows an EDU to construct a customer-sited renewable energy resource, nowhere does it permit that EDU to own the energy resource. Next, OMAEG argues that allowing AEP Ohio to own the proposed fuel cell contravenes the purpose of deregulation. Cologix could have contracted directly with Bloom Energy instead of the arrangement with AEP Ohio. Under the Agreement, AEP Ohio will effectively own the generating resource at no cost to AEP Ohio. While OMAEG does not object to large load customers expanding their facilities, it does object to AEP Ohio preventing similar expansion by others via its data center moratorium. OMAEG states this is coercive behavior and unfair bargaining by AEP Ohio and should not be tolerated.

{¶ 18} In its comments, RESA argues that corporate separation requirements in R.C. 4928.17 apply to agreements made under R.C. 4928.47 and prohibit AEP Ohio from owning a renewable energy resource. Under the statute, an electric utility may enter into a contract for the purpose of constructing an energy resource but is not statutorily authorized to own or operate it. Additionally, RESA asserts that the Commission should reject the filing under R.C. 4928.17(B) or alternatively establish a procedural schedule that allows the Commission and parties' proper review. Without such a proper review, RESA states that critical issues, including AEP Ohio's delay in sharing data center load, its arrangements with Bloom Energy, and whether AEP Ohio has provided undue preference and advantage to affiliates involved in this deal, will go uninvestigated. RESA notes that the Commission has previously ordered that each EDU would be subject to a comprehensive corporate

separation audit, but this has not been completed by AEP Ohio. Without such an audit, RESA will be unable to review whether the project is the result of a violation of the corporate separation requirements. Furthermore, RESA advocates for the Commission to reinstitute corporate separation audits for electric utilities. In 2012, the Commission reviewed the Ohio electric market and determined the importance of vigilant monitoring. But, to date, only FirstEnergy has undergone such an audit. RESA states that such an audit is necessary here to ensure the proper statutory corporate separation and this case presents an opportunity for the Commission to order an audit. Lastly, RESA states that the application lacks appropriate financial safeguards for ratepayers to ensure that they are not negatively affected by the Agreement. Although AEP Ohio states that it "does not anticipate that any of the debt related to the Agreement will impact its overall cost of capital," AEP Ohio further states that if the debt impacts the overall cost of capital, AEP Ohio will "proactively evaluate and address the question as part of its next base distribution rate case filing." RESA notes that this acknowledgement of the possibility necessitates the Commission to take action to ensure that any competitive or nonelectric product agreements under R.C. 4928.47 do not and cannot negatively impact ratepayers.

{¶ 19} In its reply comments, AEP Ohio states that the Agreement meets the requirements under R.C. 4928.47, contrary to the claims made by the intervening parties. AEP Ohio argues that R.C. 4928.17 does not prohibit the Agreement as allowed through R.C. 4928.47. If both statutes are read in harmony, then the Commission can authorize the distribution utility rather than the affiliate to enter into contracts with mercantile customers. This is possible by acknowledging the system is not a "competitive retail electric service" and thus not subject to R.C. 4928.17. Next, AEP Ohio contends that if the statutes cannot be read in harmony, then the more specific statute, R.C. 4928.47, must be given effect over the more general statute, R.C. 4928.17 — unless the general provision was adopted later with manifest intent that the general provision should prevail, which is not the case here. Furthermore, AEP Ohio states that R.C. 4928.47 authorizes AEP Ohio to both construct and own the asset. Although some intervenors argue that only construction is allowed, the

statute does not limit a relationship to the completion of construction. This is evidenced by R.C. 4928.47(A) which authorized the contract to have a term of at least three years or more. AES Ohio opines that if the intervenors were correct, then there would be no need for a minimum contractual term of three years. Next, AEP Ohio states that the pending legislative matters in the General Assembly have no bearing on this Application and should not impact pending proposals. Next, AEP Ohio argues that the project's costs will be accounted for through a transparent, auditable accounting methodology, and the intervenor's cost-separation arguments are premature. AEP Ohio has carefully designed the project to ensure all costs are appropriately separated, traceable, and auditable, guaranteeing only the customer bears these costs. To support this, AEP Ohio established a separate corporate entity, AEP Development Services LLC (AEP Development) to track and allocate all associated capital costs with the project's construction. Next, AEP Ohio attests that intervenor concerns about debt and indirect costs are hypothetical and premature. Any costs will be immediately recovered per the Agreement, which is a factor that credit rating agencies regard favorably. In a future base rate case, any relevant information or actual evidence regarding debt costs can be thoroughly evaluated by the Commission. AEP Ohio argues that denying approval of a program authorized by the General Assembly based on hypothetical future debt impacts would negate the statute's purpose and legislative intent. Next, AEP Ohio attests that it has done nothing to preclude a customer from pursing market alternatives or entering into other voluntary agreements that could offer BTM solutions and is thus not anti-competitive. The system will be designed such that it will not deliver any electric energy to the grid and will be subject to the same interconnection requirements as all other AEP Ohio customers. AEP Ohio points to the voluntary nature of the agreement, contrary to intervenor's claims of coercion. Lastly, AEP Ohio states that other issues raised by intervenors are outside of the scope of this proceeding and should be rejected.

C. Commission Conclusion

{¶ 20} The Commission finds that AEP Ohio's application is consistent with the plain language of R.C. 4928.47. As noted above, R.C. 4928.47 permits an EDU to enter into

an agreement, subject to Commission approval, having a term of three years or more with a mercantile customer for the purpose of constructing a customer-sited renewable energy resource in this state that will provide a material portion of its electricity requirements. The statute also provides that any direct or indirect costs associated with the customer-sited renewable energy resource will be paid by the EDU and mercantile customer.

{¶ 21} This is a matter of statutory interpretation. As the Supreme Court of Ohio has stated numerous times, the Commission "is a creature of the General Assembly and may exercise no jurisdiction beyond that conferred by statute." *Penn Central Transportation Co. v. Pub. Util. Comm.*, 35 Ohio St.2d 97 (1973). In construing a statute, our paramount concern is legislative intent. In determining legislative intent, the Commission first looks to the plain language in the statute and the purpose to be accomplished. If the meaning of the statute is unambiguous and definite, it must be applied as written, and no further interpretation is necessary. *WorldCom, Inc. v. City of Toledo*, Case Nos. 02-3207-AU-PWC, 02-3210-EL-PWC, Opinion and Order (May 14, 2003), citing S*tate ex rel. Savarese v. Buckeye Local School Dist. Bd. of Ed.*, 74 Ohio St. 543 (1996). In order to determine the intent of the General Assembly in enacting legislation, we must give effect to the words used in the statute. However, where the words of the statute are ambiguous, a court is charged with construing the language in a manner that reflects the intent of the General Assembly by using the factors described in R.C. 1.49 and additional Supreme Court of Ohio precedent. *WorldCom, Inc. v. City of Toledo*, Case No. 02-3207-AU-PWC, Opinion and Order (May 14, 2003).

{¶ 22} After careful consideration of all the language of the statute and the responsive comments submitted by interested stakeholders, we note that there is very little ambiguity in regard to the ultimate objective of this statute. However, as explained further in this Finding and Order, even if there is ambiguity as alleged by some parties in this case, the legislative intent is easily discerned by various factors, including the General Assembly's recent passage of energy legislation. Am. Sub. House Bill 15 (HB 15). The Commission routinely monitors pending legislation that may impact the regulated entities falling under our jurisdiction, which One Power and OnSite specifically requested that we do in this

proceeding. HB 15, which was pending at the time comments were submitted, was signed by Governor DeWine on May 15, 2025. That legislation, as approved, repealed R.C. 4928.47 but specifically noted that EDUs "may supply behind the meter electric generation service, provided . . . the facilities that the utility intends to use to supply such service were filed with the public utilities commission" pursuant to this section prior to March 31, 2025. R.C. 4905.311, eff. Aug. 14, 2025. The Commission observes both of these applications were filed in February of this year. Accordingly, we note this fact bolsters our later findings regarding the intent of the legislature to permit these types of arrangements, as well as for AEP Ohio to own the underlying asset.

{¶ 23} While OMAEG, RESA, OCC, and One Power argue that the statute merely permits an EDU to construct, but not own, the underlying asset, this reading of the statute ignores all but the word "constructing." Ohio law expressly provides that "[i]n enacting a statute, it is presumed that . . . [t]he entire statute is intended to be effective." R.C. 1.47(B). "No part [of a statute] should be treated as superfluous unless that is manifestly required, and the court should avoid that construction which renders a provision meaningless or inoperative." *State v. Polus*, 145 Ohio St.3d 266, 2016-Ohio-655, 48 N.E.3d 553, ¶ 12. Fundamentally, we agree with AEP Ohio that the separate terms contained within the statute contemplate a relationship between the EDU and the customer that may go beyond simply "constructing" the generation asset. For example, the fact that the statute expressly states that "[a]ny direct or indirect costs, including costs for infrastructure development or generation, associated with the in-state customer-sited renewable energy resource shall be paid for solely by the utility and the mercantile customer or group of mercantile customers." If we were to accept the intervenors' argument and find that the statute only permits an EDU to construct the asset, there would be no resultant costs for "infrastructure development or generation." As noted by AEP Ohio the Commission has "no authority to read an explicit statutory provision out of the Revised Code." *Elliot v. Durrani*, 171 Ohio St.3d 213, 2022-Ohio-4190, 216 N.E.3d 641, ¶ 23.

{¶ 24} Not only do OCC, RESA, OMAEG and One Power dispute AEP Ohio's interpretation of the plain language of R.C. 4928.47, they claim that arrangements submitted pursuant to this statute are also subject to the requirements of R.C. 4928.17. As noted by AEP Ohio, it is a basic principle of statutory construction that "[i]f a general provision conflicts with a special or local provision, they shall be construed, if possible, so that effect is given to both. If the conflict between the provisions is irreconcilable, the special or local provision prevails as an exception to the general provision, unless the general provision is the later adoption and the manifest intent is that the general provision prevail." R.C. 1.51. See also *Summerville v. Forest Park*, 128 Ohio St.3d 221, 2010-Ohio-6280, 943 N.E.2d 522, ¶ 26 (where Supreme Court held that "utilizing the rules of statutory construction contained in [R.C. 1.51 and 1.52], a specific statute, enacted later in time than a preexisting general statute, will control where a conflict between the two arises"). R.C. 4928.17 generally prohibits EDUs from participating in competitive retail electric service unless approved by the Commission as part of a corporate separation plan, whereas R.C. 4928.47 specifically addresses the type of contractual arrangement at issue in this proceeding. Moreover, R.C. 4928.47 was enacted in 2019 while R.C. 4928.17 was enacted in 2000. Accordingly, under R.C. 1.51 and 1.52, as well as applicable Supreme Court of Ohio precedent, if there is any discrepancy between R.C. 4928.47 and R.C. 4928.17, then R.C. 4928.47 must control as the more specific and later-enacted statute.

{¶ 25} We are not persuaded that an express exemption carving R.C. 4928.47 out from the requirements under R.C. 4928.17 is required, as suggested by RESA. As noted above, R.C. 1.51 directs that the special provision "prevails as an exception to the general provision, unless the general provision is the later adoption and the manifest intent is that the general provision prevail."

{¶ 26} According to case law cited by parties in their comments and the plain language of R.C. 1.51 and 1.52, statutory provisions should be construed so as to give full force and effect to each and all provisions when possible. See, e.g., *State v. Pribble*, 158 Ohio St.3d 490, 2019-Ohio-4808, 145 N.E.3d 259, ¶ 12. AEP Ohio goes further to claim that the

statutes can be read in harmony if it is determined that R.C. 4928.17 does not apply to the specific types of arrangements contemplated by R.C. 4928.47. Regardless, we find that the General Assembly's specific authorization of customer-sited renewable resources under R.C. 4928.47 does not conflict with the corporate separation statute. The Commission, believing provisions of R.C. 4928.17 are reconcilable with the provisions of R.C. 4928.47, finds the Agreement appropriate and in accordance with the law as contemplated by the General Assembly.

{¶ 27} We also do not find OMAEG's comments alleging discrimination to be persuasive. Cologix's comments on this issue are especially informative, where Cologix noted the Agreement aligns with Ohio's policies set forth in R.C. 4928.02, including the policies to "[e]nsure diversity of electricity supplies and suppliers, by giving consumers effective choices over the selection of those supplies and suppliers and by encouraging the development of distributed and small generation facilities" and "[e]nsure effective competition in the provision of retail electric service by avoiding anticompetitive subsidies flowing from a noncompetitive retail electric service to a competitive retail electric service or to a product or service other than retail electric service, and vice versa, including by prohibiting the recovery of any generation-related costs through distribution or transmission rates." R.C. 4928.02(C) and (H). (Cologix Comments at 4-5). Ultimately, it is Cologix's decision as to whether it pursues participation in an agreement filed pursuant to R.C. 4928.47 and we will not insert ourselves into its decision to do so, so long as the agreement satisfies the statutory criteria, as we find it does in this proceeding.

{¶ 28} On a final note, despite AEP Ohio's commitment to ensure that project costs are accounted for through a transparent methodology and process, as outlined in the Agreement, we do find merit in OCC's suggestion requiring a periodic audit to ensure that other customers are not directly or indirectly bearing the costs of the Agreement, in contravention with the requirements of R.C. 4928.47. Accordingly, we direct Staff to initiate proceedings in the future to conduct periodic audits for compliance with the provisions of R.C. 4928.47. Further, although the concerns regarding AEP Ohio's borrowing ability or

financing costs do appear to be premature at this stage, parties will be able to evaluate actual data in a future review to determine compliance with R.C. 4928.47. We will not withhold approval of the Agreement simply because intervening parties speculatively believe that debt costs paid by customers other than Cologix *could be* impacted. AEP Ohio has committed to "making ratepayers whole" if an adjustment becomes necessary and the Commission will allow for routine audits to ensure the Company is remaining true to its word. As such, AEP Ohio will be required to file an application for the periodic review of costs attributable to the Agreement.

{¶ 29} Given the comments of both AEP Ohio and Cologix, we find that the Agreement satisfies the criteria set forth in R.C. 4928.47. Namely, the Agreement exceeds the three-year threshold; Cologix is a mercantile customer, as defined in R.C. 4928.01; the sited resource will be located on Cologix's property in Johnstown, Ohio; and will provide Cologix with a material portion of its electricity requirements. Further, given AEP Ohio's commitments toward cost transparency and the additional auditing requirements ordered by the Commission, we believe the Agreement and monitoring processes that will be in place will be effective to ensure there is no recovery of direct or indirect costs related to the Agreement from any other customer.

{¶ 30} As a final matter, to the extent we have not expressly addressed an argument raised in the comments in this Finding and Order, it has been considered and rejected. We also find that, given no material question of fact was raised in the comments, no hearing is required in this matter. Accordingly, we are persuaded that the Agreement conforms to the plain language of the statute, as well as its legislative intent, and, as such, should be approved.

III. ORDER

{¶ 31} It is, therefore,

{¶ 32} ORDERED, That AEP Ohio's application for approval of an agreement filed pursuant to R.C. 4828.47 be approved, subject to an periodic audit process as described in this Finding and Order. It is, further,

{¶ 33} ORDERED, That a copy of this Finding and Order be served upon all interested persons and parties of record.

COMMISSIONERS:
Approving:
Jenifer French, Chair
Daniel R. Conway
Lawrence K. Friedeman
Dennis P. Deters
John D. Williams

ISK/dr

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Case No(s). 25-0134-EL-AEC

Summary: Finding & Order ordering that the Commission approves the application filed by Ohio Power Company for approval of an agreement under R.C. 4928.47 electronically filed by Ms. Donielle M. Hunter on behalf of Public Utilities Commission of Ohio.