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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF DUKE ENERGY INDIANA, LLC FOR) CAUSE NO. 44963
APPROVAL OF AN ADVANCED METER OPT-OUT)
TARIFF, STANDARD CONTRACT RIDER NO. 59) APPROVED: JUN 13 2018

ORDER OF THE COMMISSION

Presiding Officers:
David E. Ziegner, Commissioner
Loraine L. Seyfried, Chief Administrative Law Judge

On July 6, 2017, Duke Energy Indiana, LLC (“Duke Energy Indiana” or “Petitioner”), filed a Petition with the Indiana Utility Regulatory Commission (“Commission”) requesting approval of its Advanced Meter Opt-Out Rider, Standard Contract Rider No. 59 (“Rider No. 59”), to charge residential and small commercial customers who choose to opt out of Duke Energy Indiana’s standard advanced metering infrastructure (“AMI”). On July 7, 2017, Duke Energy Indiana filed its direct testimony and exhibits.

On July 17, 2017, Citizens Action Coalition of Indiana, Inc. (“CAC”) filed a Petition to Intervene in this proceeding, which was granted by the Presiding Officers on August 10, 2017. On October 10, 2017, the CAC and the Indiana Office of Utility Consumer Counselor (“OUCC”) filed their respective direct testimony and exhibits. On October 31, 2017, Duke Energy Indiana filed its rebuttal testimony and exhibits.

On November 13, 2017, Janet Glennon on behalf of herself and other similarly situated concerned Duke Energy Indiana customers (“CDEIC”) filed a Petition to Intervene in this proceeding, which was granted by the Presiding Officers on November 16, 2017.

On February 16, 2018, Duke Energy Indiana, OUCC, CAC, and CDEIC (collectively “Settling Parties”) notified the Commission that the parties had reached a settlement agreement in principle. On March 8, 2018, the Settling Parties filed the Settlement Agreement and supporting testimony.

The Commission conducted an evidentiary hearing in this Cause at 9:30 a.m. on March 28, 2018, in Room 222, 101 West Washington Street, Indianapolis, Indiana. Each of the Settling Parties appeared by counsel and offered their respective testimony and exhibits into evidence, which were admitted without objection.

Based upon the applicable law and the evidence presented, the Commission now finds:

1. Notice and Jurisdiction. Notice of the hearing in this Cause was given and published as required by law. Duke Energy Indiana is a public utility as that term is defined in Ind. Code § 8-1-2-1. The Commission has authority to approve rates and charges for utility

service under Ind. Code § 8-1-2-42. Thus, the Commission has jurisdiction over Petitioner and the subject matter of this Cause.

2. **Petitioner's Characteristics.** Duke Energy Indiana is a public utility and an Indiana corporation with its principal office located in Plainfield, Indiana. Petitioner is engaged in the business of rendering retail electric utility service and owns, operates, manages, and controls, among other things, plant and equipment within Indiana used for the production, transmission, delivery, and furnishing of such service. Duke Energy Indiana provides electric utility service to approximately 817,000 customers in 69 Indiana counties. Petitioner also sells electric energy for resale to municipal utilities; Wabash Valley Power Association, Inc.; Indiana Municipal Power Agency; Hoosier Energy; and other electric utilities.

3. **Request for Relief.** In its Petition, Duke Energy Indiana requested Commission approval of an AMI opt-out tariff, Rider No. 59, which included a one-time set up fee of \$104.96 and a recurring monthly fee of \$28.59 for those customers choosing to have the radio communication of their AMI meters disabled. However, the parties reached settlement of the issues presented by Petitioner's request and now collectively request approval of a settlement agreement, which includes: (1) a one-time set up fee of \$75 for customers that opt out of AMI, which may be waived under specified circumstances; (2) a recurring monthly fee of \$17.50 for customers whose meters are manually read by Duke Energy Indiana and no recurring monthly fee for customers who read their own meters through the EZ-Read program; (3) the ability for opt-out customers to choose between the installation of a non-communicating AMI meter or a non-AMI legacy meter; (4) an expanded and improved customer communication process for AMI meters; and (5) deferral of up to \$150,000 of AMI opt-out related information technology ("IT") costs, with carrying costs calculated at Petitioner's allowance for funds used during construction ("AFUDC") rate, for recovery in Duke Energy Indiana's subsequent retail base rate case.

4. **Petitioner's Direct Evidence.** Duke Energy Indiana presented the testimony of Duke Energy Business Services LLC employees Justin C. Brown, Director, Grid Solutions Planning & Regulatory Support, and Jeffrey R. Bailey, Director, Pricing and Analysis.

Mr. Brown testified that in August 2016, Petitioner began deploying AMI meters throughout its Indiana service territory, anticipating complete deployment of its estimated 836,000 meters by the first half of 2020. Petitioner estimated approximately 836 customers (or 0.1%) will choose to opt out and subscribe to Rider No. 59. He testified that Duke selected the AMI meter as the standard meter for Indiana residential customers, giving them more information on energy usage, added convenience with remote connections and disconnections, and the ability to pick their own energy bill due date.

Mr. Brown testified that AMI meter installation refusals typically relate to concerns around data security, data privacy, and health concerns attributed to wireless radio frequency ("RF") emissions. He testified that although Petitioner's advanced metering hardware complies with all applicable safety and regulatory requirements, in response to these customer concerns, Petitioner proposes to offer a customer option where energy usage would not be communicated via RF and the meter would be manually read by a meter reader visiting the premises on a

monthly basis. He testified that customers participating in Rider No. 59 would not have the ability to participate in any current or future offerings enabled by AMI meters.

Mr. Brown described the notification process for installing the AMI meters. He testified that if a customer objects to having a new AMI meter installed, they are personally contacted and answers are provided to questions about the project and the technology being deployed. If the customer still refuses a meter, they are temporarily bypassed and continue to be served by their legacy meter. With approval of the proposed Rider No. 59, Mr. Brown explained that the customer would be contacted again by Petitioner and given the option to have an AMI meter installed or request service under Rider No. 59, which would require a meter that does not utilize RF communications to transmit data or is otherwise required to be read manually. Mr. Brown testified that by using a standard AMI meter with all radios disabled, Petitioner can minimize additional costs associated with maintaining multiple meter types and vendors.

Mr. Brown testified that customers subscribing to Rider No. 59 would be required to pay a one-time set-up fee of \$104.96 and a monthly recurring fee of \$28.59. He testified that the one-time set-up fee is for IT system costs and metering services. IT system changes are required for Petitioner to properly identify opt-out customers with account flags, ensure that the correct meters are installed, provide work order tracking, and enable billing/bill annotation functionalities. Mr. Brown testified that the cost estimate for the IT system project is \$150,000. To reduce the impact of the set-up fee Petitioner is proposing to charge 10% of this cost in the set-up fee with the remaining 90% in the monthly recurring fee (amortized over five years). Mr. Brown testified that metering services costs included in the one-time fee are required to process work orders, perform manual meter reading route analysis, disable meter radios, and perform the meter exchange to a non-standard, non-communicating meter. Meter reading costs included in the monthly fee are for manual monthly meter reads, both on- and off-cycle.

Mr. Brown testified that Rider No. 59 is reasonable and in the public interest because the charges are based on the cost of the optional service. He stated that customers requesting a different meter should be responsible for paying the cost associated with that option. Otherwise, all customers would be subsidizing any costs attributable to a small group of customers.

Mr. Bailey discussed the proposed Rider No. 59 tariff which delineates Petitioner's anticipated marginal cost to provide an AMI opt-out service to affected customers. The tariff identifies two cost streams: (1) a one-time setup fee that includes the initial programming of the meter and 10% of the attendant IT costs; and (2) a monthly fee for meter reading and the remaining 90% recovery of IT costs. Mr. Bailey testified that availability of the tariff is limited to residential and small commercial customers. For residential service, the customer must be served on the Residential and Farm Electric Service Schedule RS or Optional High-Efficiency Residential Service Standard Contract Rider No. 6.3, including all applicable riders, without a demand meter, with maximum load requirements not to exceed 75 kW. For commercial service, the customer must be served on the Commercial Electric Service Schedule CS, including all applicable riders, without a demand meter, with maximum load requirements not to exceed 75 kW. Mr. Bailey testified that customers taking service under Rider No. 59 will not be eligible to be served under a time-based rate, participate in net metering, or have made available to them future services or offerings that require the use of advanced meters or other communicating

meters, such as picking your own due date. Mr. Bailey testified that Rider No. 59 is in the public interest because it will assist Petitioner in providing a requested service and avoid subsidization of the services by Petitioner's other customers.

5. OUC's Case-in-Chief Evidence. The OUC presented the testimony of Crystal L. Barrett, a Utility Analyst in the OUC's Electric Division, and Lauren M. Aguilar, a Utility Analyst in the OUC's Energy Resources Division. The OUC also provided the written comments it had received from customers expressing concerns with AMI meters.

Ms. Barrett testified that meter reading expenses and some metering service costs are already included in Petitioner's base rates set in 2004. Although meter reading expenses may have changed over the last 15 years, the AMI project implementation is expected to reduce meter reading expenses due to the reduced need for manual meter readings. She testified that Petitioner has not demonstrated that the costs requested in this case are incremental to the costs customers are already paying in base rates or that they will exceed any savings Petitioner will experience due to reduced meter readings. Ms. Barrett testified that imposing a separate, additional rider-based charge on opt-out customers through the proposed Rider No. 59 tariff will unfairly magnify potential inequities. She recommended that rather than permit a single-issue ratemaking adjustment, Petitioner's recovery of meter reading costs from AMI opt-out customers should be determined through an updated cost of service study in Petitioner's next base rate case.

Ms. Barrett testified that Petitioner has not proposed any true-up mechanism to adjust for over- or under-collection of the opt-out fee which should be limited to the actual, reasonable, and prudent incremental costs caused by the customer's decision to opt out of AMI. She testified that use of a reconciliation mechanism protects ratepayers from having to pay for errors in Petitioner's initial cost and cost recovery projections. Ms. Barrett testified that the proposed \$28.59 monthly fee will increase the bill of an average residential customer using 1,000 kWh per month by 24% over their current monthly bill, including all rider adjustments, or 38% over solely base rates. She testified that for a customer using 500 kWh per month the bill impact will be 40% over their current total bill, including all rider adjustments, or 59% over base rates. These percentages do not take into account the proposed \$104.96 one-time fee. Ms. Barrett testified that rather than using an unusually high opt-out fee to deter customers from opting out, Petitioner should be required to educate and address the concerns of AMI opt-out customers and reserve the opt-out tariff as a last resort to be presented for approval in Petitioner's next base rate case. She also took issue with Petitioner's forecasted level of opt-out customers. Ms. Barrett further testified that the opt-out tariff should be based on actual costs and cost causation principles after the AMI project has been fully deployed.

Ms. Barrett testified that, as Petitioner's AMI project will not be completed until mid-2020, the requested implementation of the Rider No. 59 tariff is premature, especially considering the use of forecasted costs, forecasted participation, and lack of a true-up and reconciliation mechanism. She testified that without a full evaluation of the impact of the AMI project on operating costs that are already being recovered through base rates, there is no reason to believe that Petitioner is not already sufficiently recovering its costs through existing rates to provide customers with the same level of service they had when base rates were approved in Cause No. 42359. She stated that rather than resorting to an exceptionally high rate, Petitioner

should attempt to decrease the number of AMI opt-out customers through customer outreach and addressing customer-specific concerns.

Ms. Barrett recommended the Commission deny Petitioner's request for approval of the Rider No. 59 tariff, and require any future tariff be addressed in Petitioner's next base rate case after the AMI project has been fully deployed, so tariff charges can be based on actual costs, instead of estimates.

Ms. Aguilar described Petitioner's approach to informing its customers regarding AMI deployment as including: (1) two-week advance notification via postcard; (2) door-to-door canvassing, including a door knock at the time of installation; (3) if no answer to door knock and meter is easily accessible, the meter is exchanged for an AMI and a door hanger is left. If the customer answers the door, Petitioner's contractor speaks with the customer and then proceeds to change the meter to AMI; (4) if customer does not answer the door knock and the meter is not easily accessible, a door hanger asking for appointment is left; (5) Duke Energy Indiana customer service representatives make three cold call attempts by phone at varying times of day; and (6) if call attempts are unsuccessful, two letters are mailed to the customer. She testified that a customer is not notified of the opt-out option if the initial door knock results in an unsuccessful deployment. During phone calls with any concerned customers, she said Petitioner explains how the AMI meter works; that Petitioner is seeking Commission approval of an opt-out tariff; and that if approved, Petitioner intends to re-contact customers and inform them of AMI opt-out fees. Ms. Aguilar testified that as of September 26, 2017, Petitioner had installed approximately 274,845 AMI meters with 529 unsuccessful deployments.

Ms. Aguilar provided an example of a customer's concerns regarding AMI and testified that Petitioner provides very little information to its customers to educate them about AMI technology. She testified that there are many sources of third-party information available that Petitioner could have posted to address known customer concerns. She also referenced a case study list of successful AMI roll outs performed by a nonprofit organization, Smart Grid Consumer Collaborative ("SGCC"). She testified that, according to SGCC, common elements of successful AMI deployments are customer education and customer engagement. She then compared Petitioner's outreach efforts to Florida Power & Light Company's, stating that Petitioner's frequently asked questions list provides very little information and no references to authoritative sources to support its answers.

Ms. Aguilar testified that Petitioner currently has a 0.19% failure rate to install AMI meters, almost double the predicted amount of a 0.1% opt-out rate in Indiana. She testified that Petitioner does not provide customers with sufficient information addressing customers' concerns about AMI technology to encourage acceptance of AMI. Ms. Aguilar recommended that if the Rider No. 59 tariff is approved, against the OUCC's recommendation, the Commission should require Duke Energy Indiana to further refine and engage in customer outreach, including: (1) proactively communicating information customers need to make informed decisions about AMI and AMI opt-out options before AMI deployment and before approval of an AMI opt-out tariff; and (2) add reputable third-party information and references to its website to attempt to alleviate customers' concerns, including information regarding data security, data privacy, safety, and health effects.

6. **CAC's Case-in-Chief Evidence.** The CAC presented the testimony of its Executive Director, Kerwin L. Olson. Mr. Olson testified that Petitioner's postcard notification to customers two weeks prior to installing an AMI meter on their property does not inform them that they can choose to opt out and not have an AMI meter installed. Nor does the web address provided on the postcard explain the opt-out option. He testified that a customer only becomes aware of the opt-out option after calling the 800 number on the postcard, and is not advised of the additional charges associated with opting out. Mr. Olson testified that Petitioner should be required to seek approval for the opt-out charges before beginning installations. He testified that rather than Petitioner providing customers with full, fair, and proper notice, its framework seems to be geared toward maximizing AMI meter participation and then later financially forcing people to accept an AMI meter, or financially punishing those who continue to opt out. He expressed his belief that the manner in which Petitioner described its AMI meter deployment, along with the onerous opt-out charges, will create strong customer dissatisfaction amongst customers who prefer to opt out for reasons of privacy, health, or security. He testified that Petitioner should have designed its program to give customers full disclosure before making a decision.

Mr. Olson testified that Petitioner's proposed opt-out charges should be denied as they are oppressive. He testified that the most recent Commission bill survey assumes Petitioner's current average customer bill is \$120.46 per month for 1000 kWh. With a \$105 charge and additional \$30 per month opt-out fee, the customer's annual bill expense would increase by 32% in the first year. Mr. Olson also testified that as of September 26, 2017, Petitioner has approximately 0.2% of customers on hold for AMI meter installation, which is approximately twice the number of opt-out customers expected.

Mr. Olson testified that Petitioner's ratemaking proposal attempts to impose onerous costs on a select, small group of residential customers for them to maintain their status quo current metering and billing while ignoring the cost savings that the new AMI program is expected to achieve. He testified that it ignores the revenue already in base rates to cover this meter-related area of operation and maintenance ("O&M") and is based on a calculation of cost without any real showing that the alleged new, incremental dollar costs will even be incurred. He testified that the amount currently included in base rates for residential meter reading is approximately \$4,166,000 annually. If only 836 of Petitioner's 836,000 customers in the future need to have their meters read, 99.9% of that \$4,166,000 meter reading expense embedded in rates currently would be available to offset the cost of reading the 836 opt-out meters per month. He stated that even if there are twice as many opt-outs or more, the revenue in current rates for meter reading far exceeds the cost of continuing to read opt-out customer meters. Mr. Olson testified that Petitioner stated in Cause No. 44720 that the projected savings associated with its AMI project is expected to be \$39,690,000 over seven years. He stated that this is more than enough to offset the relatively tiny cost of maintaining status quo metering and meter reading for the estimated 836 opt-out customers, or more.

Mr. Olson testified that there are other instances where Petitioner has incurred meter-related costs where it did not seek authority to charge extra to customers, such as with its use of automatic meter reading ("AMR") meters and for the replacement of dysfunctional meters. He

testified that Petitioner also does not take into consideration the longer useful life of opt-out customers' meters (35 years vs. 15 years for AMI meters) which would create a potential capital cost and O&M savings. Mr. Olson testified that opt-out customer meter reading expense could be reduced for those customers participating in monthly budget billing or the fixed bill program since their meters would not need to be read every month.

Mr. Olson disagreed that opt-out charges are needed to avoid other customers subsidizing opt-out customers because: (1) the alleged opt-out costs are so small they likely would be susceptible to being extinguished by the slight rounding numbers in a cost of service/rate design study; (2) to cherry pick the alleged small cost of relatively few customers opting out of AMI meters outside the context of a base rate case is not a subsidization issue; (3) Petitioner's projected savings associated with its AMI project and the avoidance of paying meter reading costs for 98% to 99% of its residential and small commercial customers is immensely greater than the alleged opt-out costs; (4) Petitioner does not reduce its rates when it successfully reduces an area of O&M and create savings, yet it wants a special charge assessed to a relative few residential customers at a punitive level for an alleged small expense; (5) the between rate cases, single-issue ratemaking gate that Petitioner attempts to open here is a gate that if opened, regulatory balance and fundamental rate making would require it swing both ways to allow consumer advocates to pursue single-issue rate reductions for Petitioner's cost reduction and new revenues, causing significant regulatory burdens; and (6) reading opt-out customers' meters and sending bills to customers is simply a continuing cost of doing business—it is not an instance of rate subsidization.

Mr. Olson testified that many customers who disfavor AMI meters do not want them on their homes in any way. In addition, because the current meters work fine, customers should be able to keep the current meter without additional charges. Moreover, he testified that customers cannot read energy usage on the proposed disabled AMI meter. Mr. Olson also testified that a portion of the opt-out costs related to labor may not really occur as labor is often supplied by salaried employees or contractors who work for set payments. He stated that Petitioner's business that it can calculate dollar amounts for expenses does not mean those dollar amounts would actually be paid. Mr. Olson testified that those who choose to opt out of AMI metering should be allowed to do so at no cost and Petitioner's proposed charges should be denied.

7. Duke Energy Indiana's Rebuttal Evidence. Mr. Brown testified that Petitioner owns the meter at the customer premise and has the right to enter at all reasonable times to read, inspect, test, repair, or replace the meter. There is no requirement for Petitioner to allow customers to opt out of receiving an AMI meter; however, Petitioner prefers to work with customers in a respectful manner to provide an acceptable metering solution, such as the optional opt-out tariff. Mr. Brown disagreed that the opt-out tariff is "oppressive" as stated by Mr. Olson. He said the fee is based on incremental costs that Petitioner will incur to read the meters of those customers choosing not to use the standard option meter provided to all of its residential and commercial customers. Mr. Brown testified that Petitioner is entitled to change its meters at any time under Indiana law. In addition, he testified that keeping numerous meter types in the field will result in logistical inefficiencies and increased customer costs. It will also reduce the efficiency of the AMI program and the overall level of benefits resulting from AMI deployment.

Mr. Brown also pointed out that the AMI meter will display total kWh usage information while in opt-out mode, contrary to Mr. Olson's testimony.

Mr. Brown testified that although the OUCC and CAC testified that they believe the opt-out fee is too high, neither party provided any testimony refuting the specific incremental costs proposed by Petitioner or how the proposed fees were developed. Neither the OUCC nor CAC appeared to review the components of the costs to determine whether they were calculated correctly and relied on proper assumptions. He testified that there is no evidence in this proceeding that the basis for the proposed costs are anything but reasonable. Mr. Brown testified that the fee represents the costs to provide a different metering service to customers who reject having an AMI meter.

Mr. Brown testified that Petitioner does not currently advertise its opt-out tariff in customer literature because it does not have an approved opt-out tariff on file with the Commission, and promoting an unapproved tariff would be premature and cause customer confusion. He explained that Petitioner's subject matter experts work to answer any specific questions a customer may have about the AMI technology and deployment. If a customer still objects to installation of the new meter, the subject matter experts explain the pending optional opt-out tariff filing with the Commission and that they will be placed on a temporary bypass list until the tariff case is resolved. Mr. Brown testified that Petitioner's customer communication process, including postcard mailings, door hangers, website information, and project subject matter experts, has evolved based on Petitioner's experience with AMI deployments in other jurisdictions and is best practice. Mr. Brown disagreed with Ms. Aguilar's criticism of Petitioner's website while contrasting it with Florida Power & Light. He stated that Petitioner's website contains helpful information in understanding AMI meters, who is receiving them, installation information, data protection, RF, and external links to the Department of Energy and the SGCC where customers can learn more about AMI meters and other smart grid topics. He noted that Petitioner is using essentially the same communication process in Indiana as it is in Ohio, where the opt-out rate of customers is five times lower than that of Florida Power & Light.

Mr. Brown testified that it would not be good policy to fully deploy AMI and then go back and start charging an opt-out fee, which would likely lead to customer complaints and result in inappropriate subsidization. He testified that Petitioner's AMI technology meets the applicable standards of the American National Standards Institute, Underwriters Laboratory, and the Federal Communications Commission, and that there is no evidence in this case of any health or security issues with Petitioner's AMI meters being deployed. He testified that offering AMI opt-out tariffs has become customary in the utility industry with approved opt-out fees ranging from a \$75 set up fee and a \$10 per month charge to a \$298 one-time fee with a \$26.69 monthly charge. He also testified that NIPSCO has an approved \$15 monthly opt-out tariff for its AMR meters.

Mr. Bailey testified that Petitioner should not be required to have a rate case before implementing the opt-out tariff for several reasons. First, the Commission has a long-standing practice of allowing approval of new, cost-based charges outside the context of a rate case. Second, Petitioner's timing of any rate case is uncertain and delays on approval of the opt-out charge until after AMI deployment and a rate case will result in customer confusion and/or

customer satisfaction issues. Third, the intent of the AMI opt-out charges is to have those customers causing the increased costs pay their fair share of those costs. He testified that this is an optional service and the tariff recovers only those costs attributed with that service. Mr. Bailey testified that Petitioner has other similar fees in its rules or tariff, such as its After Hours Service Rate of \$100, its Reconnection Charge of \$25, and a Bad Check Charge of \$20, which are analogous to the monthly AMI opt-out fee because they recognize the additional costs of providing services that are not a part of the standard provision of electric service.

Mr. Bailey testified that referring to the proposed tariff as double recovery is an exaggeration. He stated that although there are monthly meter reading costs embedded in rates in the amount of \$0.54 per customer, the AMI opt-out charge reflects additional costs outside what would normally be incurred to provide service to its customers that are far in excess of that amount. Mr. Bailey testified that Petitioner is willing to compromise and deduct such costs embedded in rates from the calculated monthly AMI opt-out charges to avoid any perception of double recovery. Mr. Bailey testified that without the proposed opt-out fees, Petitioner's shareholders or other customers would be required to absorb these costs. He stated that the costs associated with serving opt-out customers is significantly in excess of typical service, such that an attribution of those costs to, and development of an appropriate charge for, that service is reasonable and consistent with good utility practice and ratemaking.

Mr. Bailey testified that, contrary to Mr. Olson's testimony, Duke Energy Indiana reads, or attempts to read, every meter in every month so as to properly compute monthly bills based on actual usage. This is essential for Petitioner's programs, such as "*Your FixedBill*," to provide accuracy for both its customers and Petitioner's books and records. Furthermore, the Commission's rules require that a utility may estimate a customer's bill on a regular basis only for good cause. Mr. Bailey testified that Petitioner would be willing to update the costs in Rider No. 59 during a base rate case following the completion of the AMI deployment project, just as it would update all other relevant charges associated with its tariffs.

8. Evidence Supporting the Settlement Agreement.

A. Duke Energy Indiana. Mr. Brown provided an overview of the Settlement Agreement, including the following terms: (1) a reduced monthly fee from what Petitioner originally proposed; (2) a reduced one-time fee that will be waived for customers that opt out during the deployment of AMI in their area; (3) a robust solution for customers that wish to keep their current meter, including a provision for the small number of customers that read their own meter; (4) an expansion of the current customer communication process concerning AMI meters; and (5) deferral of up to \$150,000 of AMI opt-out related IT costs for subsequent recovery in Duke Energy Indiana's next retail base rate case.

Mr. Brown testified that the Settling Parties agreed to a reduced one-time set up fee of \$75. He explained that the one-time set up fee will be waived for customers that notify Petitioner of their intent to opt out of the AMI meter before it is installed. Customers will have 21 days after they receive the postcard notification of installation to inform Petitioner of their intent to enroll in the AMI opt-out program. If a customer lives in an area where AMI meters have already been installed, he or she will have 60 days to notify Petitioner of an intent to opt out and avoid

the one-time set up fee. He testified that the 60 days will begin to toll after Petitioner sends out a customer bill insert informing customers of their ability to opt out. Mr. Brown also testified that any new customer moving into Petitioner's service territory for the first time will have the one-time fee waived if the premise was home to an opt-out customer immediately prior to the new customer moving in. The new customer will have 30 days to notify Petitioner of his or her intent to enroll as an opt-out customer.

Mr. Brown testified that for those customers choosing to opt out, it is Petitioner's strong preference that they utilize an AMI meter with internal radios disabled. However, if a customer asks to keep a legacy meter, he or she can do so until Duke Energy Indiana's next base rate case with all parties reserving their rights to again address the issue. He testified that if a legacy meter fails or otherwise needs replaced before the next base rate case, Petitioner will keep an inventory of 300 non-AMI solid state digital meters in stock for ten years from the date of the final order approving the Settlement Agreement.

Mr. Brown testified that the Settling Parties have agreed to a reduced monthly fee of \$17.50 for opt-out customers. He explained that the fee would go in to effect: (1) 90 days after a final order in this Cause, or (2) as each neighborhood's AMI meters are certified for remote reading, without requiring on-site meter reading for AMI metered customers, whichever occurs later. Thus, customers are not required to pay the fee until the AMI meters in their neighborhood are certified and only remotely read. Mr. Brown testified that Duke Energy Indiana's EZ-Read participants can read their own meters without paying the \$17.50 monthly charge if they decide to opt out of the AMI program. Similar to the legacy meter issue, the Settling Parties agreed to table this issue until Petitioner's next base rate case. He testified that a customer must be enrolled in the EZ-Read program by the latter of June 15, 2018, or 60 days after Petitioner notifies customers via bill insert of the Settlement Agreement's approval to avoid paying the monthly charge. If a customer fails to provide a read in any three months on a rolling 12-month basis, he or she may be removed from the program.

Mr. Brown testified that the Settling Parties agreed to the following updated customer communications: (1) Petitioner will notify its customers by bill insert of the parameters of the tariff, including all timing provisions; (2) Petitioner will update its website to provide additional information to customers regarding AMI and the parameters, time requirements, and fees in the opt-out tariff; (3) Petitioner's customer notification postcard will be updated to include information related to the deadlines outlined in the Settlement Agreement and the overall parameters of the opt-out tariff; (4) customers will receive an email or other written confirmation if no email is available when they enroll in the AMI opt-out tariff; and (5) new Duke Energy Indiana customers will receive information regarding the AMI opt-out tariff.

Mr. Brown testified that Petitioner will not oppose a party's request for rulemaking regarding AMI or AMI opt-out issues, but all parties retain the ability to take whatever position they feel prudent if such a rulemaking is conducted by the Commission. Mr. Brown testified that Petitioner will provide quarterly updates to the Commission on its AMI deployment progress. Mr. Brown testified that the provisions of the Settlement Agreement are reasonable and in the public interest because the provisions were negotiated in good faith and are meant to provide a meaningful conclusion to the issues raised.

Regarding the ratemaking provisions of the Settlement Agreement, Mr. Bailey testified that Petitioner will defer up to \$150,000 of AMI opt-out related IT costs, with carrying costs calculated at Duke Energy Indiana's AFUDC rate, for subsequent recovery in its next retail base rate case. Mr. Bailey testified that these are necessary costs to effectuate the AMI opt-out program, and that he believes the deferral of costs is in the public interest.

B. OUCC. Ms. Aguilar testified that the Settlement Agreement represents a balance of all interests. She said given the number of benefits provided to ratepayers, the OUC C believes the Settlement Agreement is a fair resolution of all disputed issues and in the public interest. She testified that the OUC C's primary concerns with Petitioner's original request was: (1) the reasonableness and appropriateness of the metering service fees; (2) the impact on individual AMI opt-out ratepayers; (3) when and how the proposed monthly meter reading rate should be implemented; and (4) the sufficiency of AMI opt-out information to be provided to Petitioner's customers to allow them to make informed opt-out decisions. Ms. Aguilar testified that the Settlement Agreement resolves these concerns by: (1) decreasing the one-time set-up fee from \$104.96 to \$75 and its recurring monthly fee from \$28.59 to \$17.50; (2) by waiving the one-time set-up fee during deployment; (3) by having the recurring monthly fee take effect the latter of 90 days after a final order in this Cause or as each neighborhood's AMI meters are certified and remotely read without manual meter reading; and (4) by informing customers of the charges in numerous ways. Ms. Aguilar testified that customers who choose to opt out will benefit from a significantly lower set-up fee and a reasonable amount of time to inform Petitioner of their opt-out decision. Customers will also benefit from the updated and modified AMI opt-out communications.

Ms. Aguilar testified that the Settlement Agreement is a creative solution requiring Duke Energy Indiana to offer an AMI opt-out program at more reasonable rates, while also providing consumer education, which better serves the public interest. She testified that the OUC C recommends the Commission find the Settlement Agreement to be in the public interest and approve it.

C. CDEIC. Ms. Glennon testified that the Settlement Agreement is reasonable and recommended it be approved. She testified that in some jurisdictions AMI opt out has become a matter of contention in regulatory proceedings and before legislative bodies. She stated a person's home is their castle, their private property, and a person should have control over what new technology equipment is attached to their home and what affects the inside of their home. She said we all want and have a right to our homes being a sacred, sanctuary place of rest, recovery, growth, and relief from worry and stresses of a demanding world. For those who may have stress or concerns about an AMI meter on their home, or may have a physical intolerance to radio wave radiation, she stated the Settlement Agreement offers a reasonable solution. Customer concerns over AMI typically are related to health, cyber security, and home privacy. The agreed AMI opt-out program provides a framework to help alleviate those customer concerns. Ms. Glennon stated it is reasonable, and necessary, that the customer and utility work together in the introduction of a new technology to be attached directly to the customer's home. She expressed her belief that the AMI opt-out program proposed in the Settlement Agreement is a more reasonable and desirable utility program than that originally proposed. The specific

agreed-upon AMI opt-out program provides benefits to all regulatory stakeholders and represents a middle ground solution between litigation positions.

Ms. Glennon outlined the Settlement Agreement terms, including those that explain how customers can choose to retain their non-AMI meter, or choose an AMI meter with radio communications turned off, and how customers can avoid the agreed \$17.50 monthly opt-out charge by reading their own electric meter once each month through the Duke Energy Indiana EZ-Read program. She testified the EZ-Read program is available where meters are difficult to read and for customers who voluntarily choose to sign up and participate in the self-read program. Participants read their meter once each month during a specified window of time. They then call in the meter reading to the Petitioner's call center or can enter the reading through Petitioner's website. This eliminates Duke Energy Indiana's need to manually read the meter each month. She testified that through the Settlement Agreement, customers who opt out of having an AMI meter with radio communications activated and have timely enrolled in EZ-Read as of the latter of June 15, 2018, or 60 days after Petitioner notifies customers via bill insert of the Commission's approval of the Settlement Agreement may read their own meter and thereby avoid the monthly \$17.50 fee.

Ms. Glennon pointed out the Settlement Agreement describes the efforts that will be made to improve customer communications and outlines the communications to be modified. It also requires that if requested by the customer, Petitioner will meet at the service location, explain the customer's options regarding AMI opt out, and demonstrate the radio frequency communication capability is turned off. She testified that the Settlement Agreement: (1) provides enhanced likelihood of an acceptable AMI opt-out result to an otherwise uncertain litigated outcome; and (2) provides opt-out customers the opportunity to opt out of AMI without being charged a fee, choose whether they want to retain their legacy meter or accept an AMI meter with radio communications turned off, and avoid monthly opt-out charges by participating in Petitioner's EZ-Read program.

9. Commission Discussion and Findings. Settlements presented to the Commission are not ordinary contracts between private parties. *U.S. Gypsum, Inc. v. Ind. Gas Co.*, 735 N.E.2d 790, 803 (Ind. 2000). When the Commission approves a settlement, that settlement "loses its status as a strictly private contract and takes on a public interest gloss." *Id.* (quoting *Citizens Action Coal. of Ind., Inc. v. PSI Energy, Inc.*, 664 N.E.2d 401, 406 (Ind. Ct. App. 1996)). Thus, the Commission "may not accept a settlement merely because the private parties are satisfied; rather [the Commission] must consider whether the public interest will be served by accepting the settlement." *Citizens Action Coal. of Ind., Inc.*, 664 N.E.2d at 406.

Further, any Commission decision, ruling, or order, including the approval of a settlement, must be supported by specific findings of fact and sufficient evidence. *U.S. Gypsum*, 735 N.E.2d at 795 (citing *Citizens Action Coal. of Ind., Inc. v. Pub. Serv. Co. of Ind., Inc.*, 582 N.E.2d 330, 331 (Ind. 1991)). The Commission's own procedural rules require that settlements be supported by probative evidence. 170 IAC 1-1.1-17(d). Therefore, before the Commission can approve the Settlement Agreement, we must determine whether the evidence in this Cause sufficiently supports the conclusions that the Settlement Agreement is reasonable, just, and consistent with the purpose of Ind. Code ch. 8-1-2, and that such agreement serves the public interest.

Based on the evidence of record, particularly the supporting settlement testimony, we find that the Settlement Agreement represents a reasonable resolution to the issues raised in this proceeding. The Settlement Agreement provides a reasonable path forward for Petitioner's expansion of its AMI system in a manner that affords concerned customers the opportunity to decline an AMI meter with minimal to no cost impact if timely steps or actions are taken. In addition, the Settling Parties reserved their rights to present evidence on, and seek other treatment of, several contested issues resolved herein in Duke Energy Indiana's next base rate case. Therefore, we find that approval of the Settlement Agreement is in the public interest.

Based on the evidence presented and in accordance with Section 8 of the Settlement Agreement, Duke Energy Indiana is authorized to defer up to \$150,000 of AMI opt-out related IT costs, with carrying costs calculated at Duke Energy Indiana's AFUDC rate, for subsequent recovery in Duke Energy Indiana's next retail base rate case.

In accordance with Section 4 of the Settlement Agreement, the Settling Parties should promptly work together to improve the content and method of providing notice to current and new customers of the Commission's approval of the opt-out tariff, including applicable time deadlines for taking required steps or actions, applicable opt-out fees, and an explanation of what AMI does. The Settling Parties shall advise the Commission when they have completed their collaborative work by making a compliance filing under this Cause.

In addition, pursuant to Section 6 of the Settlement Agreement, Duke Energy Indiana shall file, under this Cause and through the end of the AMI deployment, quarterly progress reports on the status of AMI deployment with the number of AMI opt-out customer requests. The first quarterly progress report shall be filed at the end of the month following the first calendar quarter close after the date of this Order.

Finally, the parties agree that the Settlement Agreement should not be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce its terms. Consequently, with regard to future citation of the Settlement Agreement, we find that our approval herein should be construed in a manner consistent with our finding in *Richmond Power & Light*, Cause No. 40434, 1997 WL 34880849 at *7-8 (IURC March 19, 1997).

10. Confidential Information. On July 7, 2017, Duke Energy Indiana filed a motion for protection of confidential and proprietary information related to the marginal costs of Petitioner's AMI opt-out tariff, which was supported by an affidavit from Justin C. Brown. On July 21, 2017, the Presiding Officers made a preliminary determination that such information should be subject to confidential procedures. We find that all such information is trade secret as defined in Ind. Code § 24-2-3-2, is exempt from public access and disclosure by Indiana law pursuant to Ind. Code §§ 5-14-3-4 and 8-1-2-29, and shall be held confidential and protected from public access and disclosure by the Commission.

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. The Settlement Agreement, a copy of which is attached to this Order, is approved.
2. Petitioner shall file its proposed Rider No. 59, as amended by the Settlement Agreement, under this Cause for approval by the Commission's Energy Division. The tariff shall be effective on or after the Order date subject to Energy Division review and approval.
3. Petitioner is authorized to defer up to \$150,000 of AMI opt-out related IT costs, with carrying costs calculated at its AFUDC rate, and to recover the deferred IT costs as part of its next general rate case.
4. In accordance with Finding Paragraph 9 and the Settlement Agreement, Petitioner shall file all required notices and reports under this Cause.
5. The information filed by Petitioner in this Cause pursuant to its Motion for Protection of Confidential and Proprietary Information is trade secret as defined in Ind. Code § 24-2-3-2, is exempt from public access and disclosure by Indiana law pursuant to Ind. Code §§ 5-14-3-4 and 8-1-2-29, and shall be held confidential and protected from public access and disclosure by the Commission.
6. This Order shall be effective on and after the date of its approval.

HUSTON, FREEMAN, KREVDA, OBER, AND ZIEGNER CONCUR:

APPROVED: JUN 13 2018

I hereby certify that the above is a true and correct copy of the Order as approved.



Mary M. Becerra
Secretary of the Commission

STIPULATION AND SETTLEMENT AGREEMENT
IURC CAUSE NO. 44963

Introduction

This Stipulation and Settlement Agreement (“Agreement”), dated as of the 8th day of March, 2018, is made and entered into by and between the duly authorized representatives of Duke Energy Indiana, LLC (“Duke Energy Indiana” or “Company”), the Indiana Office of Utility Consumer Counselor (“OUCC”), the Citizens Action Coalition, Inc. (“CAC”), and Janet Glennon and Robert M. Glennon, Concerned Duke Energy Indiana Customers (“CDEIC”) (“collectively “Settling Parties”) solely for purposes of compromise and settlement. The Settling Parties agree that this Agreement resolves all disputes, claims and issues from Indiana Utility Regulatory Commission (“Commission”) Cause No. 44963.

Settlement Terms

1. One-Time Set Up Fee.

- A. The Settling Parties agree to a One-Time Set Up Fee of \$75 (following initial waiver period, as noted below).
- B. Duke Energy Indiana agrees to waive the One-Time Set Up Fee for customers that within 21 days of receiving written notice of the AMI change out in their neighborhood inform Duke Energy Indiana of their intent to opt out. Customers will be given at least 14 days written notice before their AMI meter installation, and customers will have the 21 days noted above to inform Duke Energy Indiana of their intent to opt out. Duke Energy Indiana’s waiver of the One-Time Set Up Fee would also be available to all customers already on the AMI “bypass” list as of the date of the IURC order in this proceeding, even if an AMI meter has already been installed at their service location. The opt-out process those customers must follow is described below.
- C. In areas where AMI meters have already been installed before the IURC has approved the agreed Opt-Out Tariff, affected customers will be given 60 days to opt out with a waiver of the One-Time Set Up Fee after Duke Energy Indiana has notified its customers via bill insert of the IURC’s approval of the agreed AMI Opt-Out Tariff and the method for opting out of having a communicating AMI meter, the deadline by which those customers will have to opt out of having a meter with AMI radio frequency activation, the amount Duke Energy Indiana will be authorized to charge all Opt-Out Customers as a monthly recurring fee beginning 90 days after a Final Order is entered in this Cause or after each neighborhood’s AMI meters are certified and remotely read without on-site meter reading, whichever occurs later.

- 2. Recurring Monthly Fee.** The Settling Parties agree to a recurring monthly fee of \$17.50 for customers whose meters are manually read by the Company to take effect 90 days after a Final Order in this Cause or as each neighborhood’s AMI meters are certified and remotely read, without manual meter reading, whichever occurs later.

3. Legacy Meters.

- A. Unless and until a final order is received in Duke Energy Indiana's next base rate case that alters this Agreement's treatment of Opt-out Customers' retained legacy meters, for customers who object to having an AMI meter, as provided in Section 1 above, the Company shall inform Opt-Out Customers of the following two options: (i) the Company can install a non-communicating AMI meter, with all communications systems disabled; or (ii) if the customer prefers to keep a non-AMI legacy meter, the Company will leave the current meter in place. If for any valid reason an Opt-Out Customer's legacy meter must be exchanged (e.g., due to required testing, malfunctioning, damage, etc.), and no legacy meter is immediately available, e.g. not on a nearby truck and will have to be pulled from inventory, the Company may temporarily install a non-communicating AMI meter, to be replaced as soon as possible with a digital legacy meter if requested by the customer.
- B. Duke Energy Indiana agrees to maintain a small inventory of 300 legacy meters for the valid and necessary change out of meters of Opt-Out Customers that request a legacy meter. Duke Energy Indiana is under no obligation to maintain this inventory of digital legacy meters beyond 10 years from the date a final order is entered approving this settlement.
- C. For customers that have enrolled in a "read your own meter" or "EZ-Read" program as of the latter of June 15, 2018 or 60 days after Duke Energy Indiana has notified its customers via bill insert of the IURC's approval of the agreed AMI Opt-Out Tariff, they may keep their legacy meter or their AMI meter with radio communications turned off and continue on the program unless and until Duke Energy Indiana receives a final order in its next base rate case that therein ends the self-read program. The Settling Parties reserve their rights to support or oppose the continuation of the "EZ-Read" self meter read program in the next base rate case. If Duke Energy Indiana receives a final order in its next base rate case that ends the self-read program, all grandfathered "EZ-Read" customers will then be charged the recurring monthly fee of no more than \$17.50. There shall be no cost to customers for participating in the "EZ-Read" self meter read program unless and until the Commission enters an order in Duke Energy Indiana's next base rate case that ends the EZ-Read program. "EZ-Read" customers that miss three readings in any rolling 12 month period may be transitioned to AMI Opt-Out Customers and then be charged the approved recurring monthly fee. The Company may consider customers' extenuating circumstances.

4. Customer Communications. Duke Energy Indiana and the Settling Parties will reasonably work together to improve the content and method of providing notice to its current and new customers of IURC approval of the Opt-Out Tariff, the One-Time Set Up Fee and Recurring Monthly Fee and applicable time limits for customers choosing to opt out of AMI radio frequency activation. Updated or modified communications are listed below:

- A. The Company agrees to provide notice to all residential and commercial customers of the approved optional Opt-Out Program, including time deadlines, applicable opt-out fees,

and an explanation of what AMI does via bill insert, or its equivalent, for customers requesting electronic billing or other communication.

- B. The Company will enhance its information on the website to reflect the approved Opt-Out Tariff information, including time deadlines, applicable opt-out fees, and an explanation of what AMI does.
 - C. The Company will update the deployment postcard with opt-out information, including time deadlines and applicable opt-out fees.
 - D. Duke Energy Indiana will provide to each customer an email or other written confirmation that they enrolled in the AMI Opt-Out Program.
 - E. If requested by the customer, or otherwise appropriate during the deployment of AMI (expected to finish in Q1 2020), the Company will, free of charge, meet at the customer's service location to discuss AMI meters, explain their options regarding AMI Opt-Out and if necessary demonstrate that the AMI meter communication is turned off.
5. **Rulemaking.** Duke Energy Indiana agrees not to oppose a request for the IURC to open a rulemaking proceeding on AMI and AMI opt-out related issues, including but not limited to: (1) involuntary remote service disconnection, and (2) the optionality of rate structures. Duke Energy Indiana can take any position it feels prudent if the Commission establishes a rulemaking on these issues.
6. **Quarterly Updates.** Duke Energy Indiana will file quarterly progress reports through the end of the AMI deployment on the status of AMI deployment, updating its regional deployment map and projected deployment schedule, including all AMI opt-out requests, using the same format used by the Company in its map and quarterly deployment schedule. The first quarterly progress report will be due at the end of the month following the first calendar quarter close after approval of the Agreement.
7. **Post-Deployment Changes.**
- A. After Duke Energy Indiana's initial AMI deployment has been completed, the Company agrees to continue to make its optional AMI Opt-Out Program available under the terms of this Settlement Agreement, unless and until modified by a final order in the Company's next retail electric base rate case. If a residential or small commercial service location does not already have a communicating AMI meter, and a new customer decides to request a communicating AMI meter, that customer should not be required to pay Duke Energy Indiana's One-Time Set Up Fee to change from a legacy meter or a non-communicating AMI meter to a communicating AMI meter.
 - B. Duke Energy Indiana agrees to waive the One-Time Set Up Fee for new Opt-Out Customers that move into a premise that was an opt-out premise under the immediately preceding customer. Such move-in customers will have 30 days to notify Duke Energy Indiana of their intent to be placed into the Opt-Out Program. Duke Energy Indiana agrees to inform such new customer at the time of application for service that the

customer could opt-out of having a communicating AMI meter without incurring the Company's One-Time Set Up Fee due to the premise's previous opt-out status.

- C. As to customers new to the Duke Energy Indiana service territory, until an order is issued in its next retail base rate case that changes this Agreement, Duke Energy Indiana further agrees to inform such customers of the availability of the Opt-Out Tariff and pertinent terms and conditions at the time of application.
8. **IT Costs.** The Settling Parties agree Duke Energy Indiana may defer up to \$150,000 of AMI opt-out related IT costs, with carrying costs calculated at its AFUDC rate, for subsequent recovery in its next retail base rate case.
9. **Prior Commitments in Cause No. 44720.** Duke Energy Indiana and the OUCC acknowledge and agree that nothing in this Agreement changes any of the commitments made in a settlement previously approved by the IURC in Cause No. 44720.
10. **Settlement Resolves all Issues in this Proceeding.** This Agreement is a complete and interrelated package that is intended to resolve all issues between the Settling Parties as to Duke Energy Indiana's filing in Cause No. 44963.

11. **Other.**

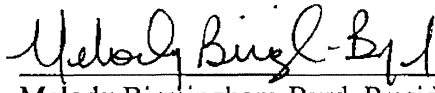
- A. The Settling Parties agree to support the terms of this Agreement in good faith and further agree not to take any positions adverse to or inconsistent with the Agreement or any adverse positions against each other with respect to the Agreement before any appellate courts, or on rehearing, reconsideration, or remand proceedings before the Commission. Duke Energy Indiana, CAC, the OUCC and the CDEIC agree that their prefiled testimony, including the parties' settlement testimony, contains substantial evidence before the Commission sufficient to support approval of the Agreement.
- B. If the Order of the Commission in this proceeding modifies or conditions this Agreement, only the Settling Parties to this Agreement may decide to accept or reject such modifications or conditions. If the Settling Parties do not unanimously accept the modified agreement, this Agreement shall become void in its entirety and have no effect and the parties agree not to file, offer or refer to any of the settlement testimony in any other proceedings
- C. The Settling Parties shall remain bound by the terms of this Agreement and shall continue to support or not oppose all the terms of the Agreement on appeal, remand, reconsideration, etc., even if the Commission rejects the Agreement. However, in the event that the Agreement is rejected by the Commission and such rejection is ultimately upheld on rehearing, reconsideration, and/or appeal, at the point when all such proceedings and appeals are complete, this Agreement shall become void and of no further effect (except for provisions which have already been fully implemented or that are explicitly stated herein to survive termination/voiding).

- D. The positions taken by the Settling Parties in this Agreement shall not be deemed to be admissions by any of the Settling Parties and shall not be used as precedent, except as necessary to implement the terms of this Agreement. This provision shall survive termination/voiding of this Agreement.
- E. It is understood that this Agreement is reflective of a good faith negotiated settlement and neither the making of the Agreement nor any of its provisions shall constitute an admission by any Settling Party in this or any other litigation or proceeding except as necessary to implement or enforce this Agreement. It is also understood that each and every term of the Agreement is in consideration and support of each and every other term. This provision shall survive termination/voiding of this Agreement.
- F. The communications and discussions during the negotiations and conferences and any materials produced and exchanged concerning this Agreement all relate to offers of settlement and shall be privileged and confidential, without prejudice to the position of any Settling Party, and are not to be used in any manner in connection with any other proceeding or otherwise. This provision shall survive termination/voiding of this Agreement.
- G. The undersigned Settling Parties have represented and agreed that they are fully authorized to execute the Agreement on behalf of their designated clients, and their successors and assigns, who will be bound thereby.
- H. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

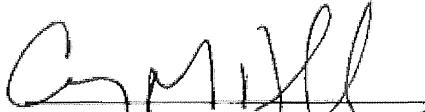
ACCEPTED AND AGREED TO THIS 8th day of March, 2018.

[Signature pages to follow]

For Duke Energy Indiana, LLC



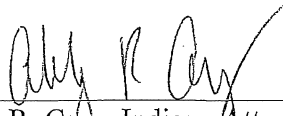
Melody Birmingham-Byrd, President
Duke Energy Indiana, LLC



Associate General Counsel
Duke Energy Indiana, LLC

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For the Indiana Office of Utility Consumer Counselor:

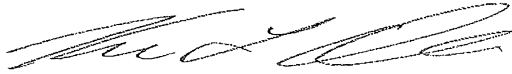


Abby R. Gray, Indiana Attorney No. 10871-49
Executive Director Legal Operations
Indiana Office of Utility Consumer Counselor

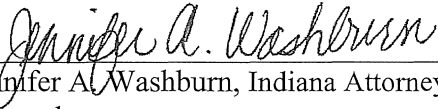
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For Citizens Action Coalition of Indiana, Inc.:



Kerwin Olson
Executive Director




Jennifer A. Washburn, Indiana Attorney No. 30462-49
Counsel

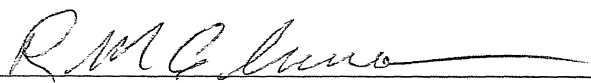
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For the Concerned Duke Energy Indiana Customers:



Janet Glennon



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