FILED
July 23, 2018
INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF INDIANAPOLIS POWER & LIGHT COMPANY ("IPL") FOR (1) AUTHORITY TO INCREASE RATES AND CHARGES FOR ELECTRIC UTILITY SERVICE, (2) APPROVAL OF REVISED DEPRECIATION RATES, ACCOUNTING RELIEF, INCLUDING UPDATE OF THE MAJOR STORM DAMAGE RESTORATION RESERVE ACCOUNT, APPROVAL OF A VEGETATION MANAGEMENT RESERVE ACCOUNT, INCLUSION IN BASIC RATES AND CHARGES OF THE COSTS OF CERTAIN PREVIOUSLY APPROVED PROJECTS, INCLUDING THE EAGLE VALLEY COMBINED CYCLE GAS TURBINE, THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM AND COAL COMBUSTION RESIDUALS COMPLIANCE PROJECTS, RATE ADJUSTMENT MECHANISM PROPOSALS, COST DEFERRALS, AMORTIZATIONS, AND (3) APPROVAL OF NEW SCHEDULES OF RATES, RULES AND REGULATIONS FOR SERVICE.	)	**CAUSE NO. 45029**

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

SETTLEMENT TESTIMONY OF

STACIE R. GRUCA – PUBLIC'S EXHIBIT NO. 1-S

JULY 23, 2018

Respectfully submitted,

Jeffrey M. Reed, Atty. No. 11651-49
Deputy Consumer Counselor

OUCC SETTLEMENT TESTIMONY OF STACIE R. GRUCA
CAUSE NO. 45029
INDIANAPOLIS POWER & LIGHT COMPANY

I. INTRODUCTION

Q: Please state your name, business address and employment capacity.

A: My name is Stacie R. Gruca, and my business address is 115 West Washington St., Suite 1500 South, Indianapolis, Indiana 46204. I am employed by the Indiana Office of Utility Consumer Counselor ("OUCC") as the Director of the Electric Division. For a summary of my educational and professional background and my preparation for this case, please see Appendix A attached to my testimony.

Q: What is the purpose of your testimony?

A: I will describe the OUCC's support for the Stipulation and Settlement Agreement ("Settlement Agreement"), entered into and filed on Thursday, July 19, 2018, by and among Indianapolis Power & Light Company ("IPL" or "Company"), the OUCC, IPL Industrial Group (Allison Transmission, Inc., Cargill, Inc., Eli Lilly and Company, Indiana University Health, Ingredion, Inc., PepsiCo, Praxair Surface Technologies, Inc. and Vertellus Integrated Pyridines LLC), ("Industrial Group"), The Kroger Co., ("Kroger"), Wal-Mart Stores East, LP and Sam's East, Inc. (collectively "Walmart"), Rolls-Royce Corporation, University of Indianapolis, City of Lawrence, and Citizens Action Coalition of Indiana, Inc. ("CAC"), Indiana Coalition for Human Services, Indiana Community Action Association, Inc., and Sierra Club ("Joint Intervenor Group") (collectively the "Settling Parties" and individually "Settling Party"). If approved, the Settlement Agreement will provide certainty regarding critical issues, including revenue requirements, authorized return, and the allocation of IPL's revenue requirement among its various rate classes.

Q: Does the Settlement Agreement balance the interests of IPL and ratepayers?

A: Yes. The Settlement Agreement is a product of intense negotiations, with each party offering compromise to challenging issues. The nature of compromise includes assessing the litigation risk that the tribunal will find the other side's case more compelling. While the Settlement Agreement represents a balance of all interests, given the number of benefits provided to ratepayers as outlined in the Settlement Agreement and described below, the OUCC, as the statutory representative of all ratepayers, believes the Settlement Agreement is a fair resolution, supported by evidence and should be approved.

II. RATEPAYER BENEFITS OF SETTLEMENT AGREEMENT

Q: As result of the Settlement Agreement, will IPL's base rates be designed to reflect a lower revenue requirement than IPL proposed in its case-in-chief filing?

A: Yes. The Settling Parties agreed to an annual basic rates revenue requirement increase of \$43.877 million,[1] which is an approximate \$80.614 million reduction from IPL's as-filed requested basic rates revenue requirement increase of \$124.491 million[2] (or 9.10%). As a result of the Settlement Agreement, the system-wide revenue increase is 3.20%.[3] This Settlement Agreement provision reduces the rate impact for most all major classes from IPL's original proposal.

---

[1] Cause No. 45029, Settlement Agreement Attachment A, Line 8, Page 1 of 25.

[2] Cause No. 45029, IPL Financial Exhibit IPL-REVREQ, Schedule REVREQ1, Line 8 (IPL's Original Filing) filed December 21, 2017.

[3] *See* Settlement Testimony of James L. Cutshaw, page 4, lines 11 and 18.

Q: Does the lower revenue requirement take into account adjustments made to IPL's filing following the passage of the federal Tax Cuts and Jobs Act of 2017 ("TCJA")?

A: Yes. As discussed later in my testimony, IPL's supplemental filing and the terms of the Settlement Agreement account for the changes to the Company's revenue requirement necessary to address the TCJA and the Indiana Utility Regulatory Commission's ("Commission") related investigation.

Q: What ratepayer benefits are included in the Settlement Agreement?

A: Consumer benefits include: 1) no increase in the $17.00 monthly residential customer charge, as opposed to IPL's originally requested $27.00 monthly residential customer charge; 2) a 9.99 percent (%) authorized return on equity ("ROE") compared to IPL's proposed increase to 10.32 percent; 3) eliminating IPL's additional "fair value increment" request of approximately $8.079 million[4]; 4) a $35.9 million credit to customers via IPL's ECR; 5) resolving all issues regarding the TCJA, 6) $150,000 IPL contribution to the community action program network of Indiana Community Action Association to facilitate low-income weatherization in IPL's service territory; 7) IPL will implement a three-year Low Income Arrearage Forgiveness Program Pilot (not to exceed $650,000 over the life of the project) that will provide an opportunity for qualifying low income customers to catch up on their bills; 8) IPL will implement and fund (up to $100,000) a "roundup" program pilot on a three-year pilot basis to address low income bill affordability; and 9) additional benefits negotiated by the Settling Parties. The cost of the commitments enumerated in items 6 through 8 above are

[4] IPL Financial Exhibit IPL-REVREQ, Schedule REVREQ1-R, Line 12 (IPL's Rebuttal Filing) filed June 21, 2018.

not reflected in the agreed revenue deficiency in this Cause. Consumer benefits are provided in more detail in my testimony below.

III. RETURN ON EQUITY

Q: Please explain the ROE reduction component of the Settlement Agreement.

A: IPL proposed a 10.32% ROE, as well as a fair value increment, and the OUCC, Industrial Group, and other intervenors advocated for a considerably lower ROE applied to the IPL's original cost rate base. As a result of the negotiations, a compromise was reached, resulting in a 9.99% ROE and elimination of the fair value increment.

Q: Does the OUCC find the negotiated ROE reasonable and in the interest of ratepayers?

A: Yes. A lower ROE benefits ratepayers by reducing the return on rate base reflected in rates that ratepayers must pay. The Settlement Agreement establishes a balanced plan that is in the interest of both ratepayers and shareholders.

IV. CAPITAL STRUCTURE

Q: Are there ratepayer benefits in the Settlement Agreement associated with the capital structure?

A: Yes. IPL will remove its fair value increment request from the calculation of its revenue requirement and will use an original cost rate base, saving ratepayers approximately $11.08 million. In addition, the parties agreed to include a prepaid pension asset, net of other post-employment benefits ("OPEB"), of $95.9 million in the capital structure. The $95.9 million represents the $89.3 million reflected in the IPL Industrial Group witness Gorman testimony modified to include the IPL supplemental employment retirement plan ("SERP"). The agreed to $95.9 million is significantly less than the $158.2 million prepaid pension asset, net of

OPEB, IPL originally proposed to include in the capital structure. The revenue requirement impact of this adjustment is a reduction (savings to ratepayers) of approximately $3.61 million from IPL's rebuttal position.

V. TAX REFORM

Q: Are there ratepayer benefits in the Settlement Agreement regarding the impacts of the 2017 Tax Cuts and Jobs Act?

A: Yes. The impacts of the TCJA lowered IPL's revenue requirement by approximately $28.9 million,[5] as addressed in this Settlement Agreement.

1) A test year tax expense adjustment for the TCJA reduces IPL's test year revenue requirement by approximately $16.1 million, exclusive of amortization of excess Accumulated Deferred Income Taxes ("ADIT").

2) Normalized Excess ADIT created by the TCJA will be amortized over the remaining life of the assets as required by statute using the average rate assumption method ("ARAM"). Until the ARAM calculation is determined, the amortization period will be on a straight-line basis over 25 years[6]. The annual amortization is estimated to be $4.0 million, which will reduce IPL's test year revenue requirement by approximately $5.40 million.

3) Non-Normalized Excess ADIT created by the TCJA will be amortized over approximately seven (7) years, for an annual amortization and test year revenue requirement reduction of $7.3 million.[7] This is a decrease from the 10 year amortization period and $6.2 million test year revenue deficiency proposed by IPL in its supplemental testimony filed on February 16, 2018.

---

[5] Cause No. 45029, IPL Verified Supplemental Testimony of Craig A. Forestal, Page 9, Line 15, indicated a $27.8 million TCJA impact/reduction. The additional reduction to $28.9 million is a result of the Settling Parties settling on a 7 year amortization period for non-normalized ADIT versus IPL's proposed 10 year amortization period provided in its supplemental testimony filed on February 16, 2018.

[6] "Normalized" ADIT is calculated on a utility's physical assets, and the amortization of the excess must be over the remaining life of assets.

[7] "Non-Normalized" ADIT is calculated on non-physical assets, and the amortization period for the excess is whatever period authorized by the Commission. The Settling Parties have agreed to a period of seven (7) years.

4) IPL will provide a $14.3 million credit to customers in IPL's ECR mechanism over a period of two years to reflect the amortization of excess ADIT in 2018, prior to when new rates go into effect. This credit reflects the 7 year amortization period for the non-normalized excess ADIT.

5) Due to the impact of the TCJA on IPL's rates during the period January 1, 2018 through the Order in this rate case, IPL will provide a $9.51 million credit to customers through IPL's ECR-31 during the six month period commencing with the September 2018 billing cycle and ending with the February 2019 billing cycle with any variance due to usage to be reconciled in ECR-33.[8]

6) The Settling Parties agree that as set forth in this Settlement Agreement, together with approval of the requested relief sought in the Cause No. 43052 -S1 Settlement, the TCJA issues are resolved.

VI. EXPENSE ADJUSTMENTS

Q: Are there ratepayer benefits in the Settlement Agreement associated with expense adjustments?

A: Yes. Settling Parties agreed to adjustments to: 1) wages and benefits; 2) injuries and damages; 3) rate case expense amortization; 4) NOx emission allowances; 5) outage maintenance costs; 6) non-outage operating and maintenance costs for MATS equipment; 7) vegetation management expense; and 8) depreciation expense, further reducing IPL's revenue deficiency and providing savings to ratepayers.

Wages and Benefits

Based on the testimonies of OUCC Witnesses Eckert and Stull, as well as Industrial Group Witness Gorman, and the rebuttal testimony of IPL Witness Coklow, wages and benefits expenses will be reduced by $3.129 million to reflect

[8] Cause No. 45032-S1, Stipulation and Settlement Agreement between IPL, Indiana Industrial Group, and the OUCC filed July 6, 2018.

organizational and structural changes resulting in the elimination of jobs, increased pension expense and OPEB expense, and reduced wages and benefits for open positions.

Injuries and Damages

Based on the testimony of OUCC Witness Eckert and the rebuttal testimony of IPL Witness Forestal, injuries and damages expense will be reduced by $0.711 million to include in the OUCC's view is a more representative amount of contingent liability and be more reflective of the injuries and damages expense IPL expects to incur in the future.

Rate Case Expense Amortization

In response to the testimony of OUCC Witness Ramaraj, and as reflected in the rebuttal testimony of IPL Witness Forestal, amortization of rate case expense will be reduced by $0.673 million to reflect actual expense incurred through May 31, 2018 and IPL's current projections (at the time its rebuttal testimony was filed) for the remaining costs.

NOx Emission Allowance Expense

As recommended by OUCC Witness Armstrong, IPL's NOx emission allowance expense reflected in IPL's supplemental filing will be reduced by $0.248 million ($149,000 of this amount was already addressed and reflected in IPL's rebuttal testimony and schedules[9]).

[9] Cause No. 45029, IPL Witness Dininger Rebuttal, Page 4, Lines 5-7.

Outage Maintenance Costs

In response to OUCC Witness Armstrong, IPL outage maintenance costs related to Harding Street Station Generating Units will be reduced by $3.138 million. IPL Witness Scott supported an adjustment to outage and maintenance costs of $10.212 million in his direct testimony and rebuttal testimony. OUCC Witness Armstrong recommended reducing IPL's proposed $10.212 million adjustment by $6.280 million to reflect IPL's actual normalized pro forma year outage costs of $3.932 million. Settling Parties compromised on an adjustment of $7.074 million for outage and maintenance expenses. This is a savings to ratepayers of $3.138 million when compared to IPL's proposed adjustment of $10.212 million.

Non-Outage Operating and Maintenance ("O&M") Costs for MATS Equipment

In response to the position of OUCC Witness Armstrong, non-outage O&M costs for the MATS equipment will be reduced by $1.364 million. OUCC Witness Armstrong recommended denial of IPL's proposed $2.727 million adjustment for MATS O&M expenses. For purposes of settlement, Settling Parties agreed on an adjustment of $1.364 million, reflecting only half of IPL's proposed increase.

Vegetation Management Expense

With regard to vegetation management expense, OUCC witness Hand recommended denial of IPL's proposed $8.156 million annual increase in vegetation management costs. For purposes of settlement, Settling Parties compromised on a $6.896 million increase to vegetation management expense, for a total $11.0 million embedded in base rates. This is a reduction, and savings to ratepayers, of \$1.260 million from IPL's originally proposed \$12.260 million embedded vegetation management expense.

Additionally, IPL requested approval of a Vegetation Management Reserve similar to the Major Storm Damage Restoration Reserve it currently has in effect. OUCC Witness Blakley recommended denial of a Vegetation Management Reserve, testifying that IPL management sets vegetation management budgets and decides how much, when, and where money is spent and therefore can be planned. This is unlike major storm expense where management has no control of when, where, and how much money will need to be spent. Witness Blakley further testified that the base rate revenue requirement should provide enough resources for IPL to proactively manage this activity, and therefore the use of asset/liability treatment on normal operating and expense accounts should only occur in extreme unusual circumstances, not for vegetation management which is a recurring part of IPL's operations. Although the Company's proposed vegetation management reserve was not accepted as part of the Settlement Agreement, Settling Parties compromised on IPL establishing a Cap Mechanism for vegetation management costs, wherein IPL will defer any shortfall in annual expenditures for vegetation management costs on its distribution facilities relative to the amount embedded in base rates. This mechanism will serve as a cap and no amounts spent above the embedded amount on a cumulative basis will be deferred. At the time of the next base rate case, the balance in this regulatory liability account will be amortized into cost of service as a credit to ratepayers.

Furthermore, IPL agrees to provide, within its future annual vegetation management report, outage investigation information showing the number of outages caused by vegetation. In response to OUCC Witness Hand's testimony, IPL will include the text of 170 IAC 4-9 in future annual reports as well.

Depreciation Expense

As part of settlement, IPL agreed to revise the depreciation rates for the Eagle Valley Combined-Cycle Gas Turbine ("EV CCGT") accounts to reduce depreciation expense reflected in IPL's rebuttal testimony by $3.441 million.

VII. RATE BASE

Q: Are there ratepayers benefits in the Settlement Agreement associated with rate base?

A: Yes. IPL will include a total of $35.9 million as a credit to customers in the form of a reduction in operating expenses reflected in the revenue requirements over IPL's next four semiannual ECR filings following a Final Order approving the Settlement Agreement.

Additionally, the Settling Parties agree that IPL's rate base in this Cause will be decreased by $28.939 million. This is approximately one-half of the net difference between IPL Industrial Group's calculated additional accumulated depreciation of $106.719 million to IPL's production plant from July 1, 2017 to April 30, 2018 and IPL's identified $48.842 million of production plant additions over the same period. The revenue requirement impact of this adjustment is a reduction (savings to ratepayers) of approximately $2.47 million.

VIII. RIDERS

Q: What treatment for OSS margins did the Settling Parties agree to in IPL's proposed OSS/CAP Rider?

A: The Settling Parties agreed that the level of IPL's embedded base rate credit for OSS margins will be $16.324 million. This is a $10 million increase to the OSS margin base rate credit of $6.324 million currently embedded and proposed by IPL in its case-in-chief. The Settling Parties also agreed with IPL's case-in-chief proposal (and unopposed by the OUCC in its case-in-chief) to share 100% of all incremental OSS margins above or below (down to zero dollars) the $16.324 million embedded base rate credit amount with its retail customers through IPL's annual OSS mechanism.

Q: What ratepayer benefits result from this type of OSS margins treatment?

A: Ratepayers will now receive 100% of the margins (profits) that result from OSS. From the OUCC's perspective, flowing through 100% of OSS margins is an offset to ratepayers who are paying IPL's retail rates to support the operation and maintenance expenses and provide a return of and a return on the assets that support OSS. Ratepayers also pay rates that reflect the MISO administrative fees that provide for MISO to administer OSS of IPL's excess generation. Given IPL's participation in MISO, the OUCC believes it is no longer necessary to provide IPL an incentive to maximize its OSS. Additionally, the increased embedded OSS margin credit amount to $16.324 million more closely reflects what IPL anticipates its OSS margins will be now that Eagle Valley is in service. Furthermore, this increased credit will help to mitigate the costs retail customers pay through base rates.

Q: What treatment for capacity sales did the Settling Parties agree to in IPL's OSS/CAP Rider?

A: The Settling Parties agreed with IPL's case-in-chief proposal (and unopposed by the OUCC in its case-in-chief) to embed a $11.288 million credit in base rates for capacity sales revenues and credit its retail customers with 100% of all incremental capacity sales revenues above the embedded amount through IPL's annual CAP mechanism. Should capacity sales revenues fall below the embedded base rate amount, customers will be charged (pay back) the difference between actual capacity sales revenues that fall below the base level and the embedded amount that customers received through base rates.[10]

Q: What ratepayer benefits result from this type of capacity sales treatment?

A: Ratepayers benefit from receiving 100% of all capacity sales profits which help to mitigate the impact of rate increases faced by IPL customers in base rate cases and its various tracker mechanisms.

IX. VARIOUS CUSTOMER PROGRAMS

Q: Are there ratepayer benefits that come from IPL agreeing to implement and fund certain customer programs?

A: Yes. IPL has agreed to implement and fund the following programs for qualifying customers:

1) A three (3) year Low Income Arrearage Forgiveness Pilot Program will provide an opportunity for low income customers to catch up on their electric bills, not to exceed $650,000;

2) IPL will provide a $150,000 contribution to the community action program network of Indiana Community Action

[10] Ratepayers receive 100% of all capacity sales revenues, however in this example actual capacity sales revenues fell below the amount embedded in base rates and therefore customers must "pay back" the difference.

Association, to facilitate low-income weatherization in IPL's service territory;

3) IPL will provide $100,000 to fund and implement a "roundup" program pilot on a three-year pilot basis to address low income bill affordability;

4) IPL will modify its customer bill within 60 days of a final order in this case to reflect customer charges on residential customer bills;

5) In its next basic rate case, IPL will provide its residential customers with notice and a description of any proposed change to the fixed customer charge;

6) Customers operating qualifying self-generation units, and agreeing to certain conditions, will benefit from a new agreement regarding back-up and maintenance power;

7) IPL agreed to prepare two separate cost of service studies for its next base rate case, one which separately allocates costs to low load factor commercial and industrial customers as well as a proposed rate structure to recover those allocated costs, and one which does not separately allocate those costs to low load factor customers. This will allow IPL, and other parties, to better analyze the impact of creating a low load factor rate for commercial and industrial customers;

8) Kroger benefits from IPL's commitment to meet quarterly for the 18 months subsequent to this Settlement Agreement to review service levels and reliability;

9) Royce Corporation ("RRC") benefits from IPL's commitment to amend and extend the terms of the two existing Rate SS Agreements between IPL and RRC for a standard three year term commencing on July 28, 2019;

10) The University of Indianapolis benefits from IPL's commitment to work with the University of Indianapolis on a mutually-agreeable energy efficient street light conversion program for the University of Indianapolis; and

11) The City of Lawrence benefits from IPL's agreement to provide GIS mapping data that identifies the location and type of fixture of all Company-owned streetlights located within the City of Lawrence and to work with the City of Lawrence to

determine 1) the feasibility of providing the City of Lawrence with consolidated billing and account information, including putting all streetlights onto a single consolidated bill; and 2) the costs and feasibility of the City of Lawrence participating in the bulk purchasing savings generated from IPL's LED conversion program with the City of Indianapolis LED Conversion Project.

12) IPL agrees to reconvene the Local Green Power Advisory Committee for a minimum of two meetings within six months of receiving a Final Order approving the Settlement Agreement in this Cause and will work in good faith with this Committee to develop a community solar pilot proposal within one year. The meetings with the Local Green Power Advisory Committee will be open to all interested stakeholders.

X. COST OF SERVICE STUDY/RATE DESIGN

Q: Please explain how the Settlement Agreement's revenue allocation was determined.

A: The Settling Parties spent significant time negotiating a fair and reasonable revenue class allocation to allocate the costs of service among all rate classes. The agreed allocation is without reference to any specific cost allocation methodology, and was determined strictly for settlement purposes. I discussed the Settlement Agreement allocation with OUCC staff experts and we concluded it is a fair compromise.

Q: What settlement considerations were important to the OUCC in regard to the revenue allocation?

A: The OUCC was especially concerned about revenue allocation and any resulting rate increase to the residential and commercial customers. It was important to the OUCC to keep customer class rate increases reasonably close to the system-wide increase of 3.20%.

Q: Does the Settlement Agreement include a modification to the monthly residential customer charge?

A: Yes. As part of the comprehensive settlement package, the Settling Parties reached a compromise on the residential customer charge. Originally IPL proposed a 59% or $10.00 increase ($17.00 to $27.00) in the higher of IPL's two residential customer charges, customers consuming more than 325 kWh per month. The proposed increase in the residential customer charge was a recurring theme of ratepayers testifying at the field hearings and in the submission of written comments. The issue was addressed in testimony of the OUCC and other intervenors in this Cause. The residential customer charge was the subject of intense negotiations. Through compromise, Settling Parties agreed to a residential customer charge of $17.00 - no increase from the current charge. The lower of IPL's two customer charges, for customers consuming 325 kWh or less per month, was raised from $11.25 to $12.50 in the Settlement Agreement, but the effect of that increase was reduced through a reduction in the magnitude of the first "block" of electricity in IPL's "declining block" rate structure relative to the other "blocks" in that structure.

XI. <u>RECOMMENDATIONS</u>

Q: What is the OUCC recommendation to the Commission?

A: The OUCC recommends the Commission find the unopposed Settlement Agreement to be in the public interest and approve it in its entirety.

Q: Does this conclude your testimony?

A: Yes.

APPENDIX A

Q: Please summarize your professional background and experience.

A: I graduated from Indiana University, Indianapolis, with a Bachelor of Science degree in Business, majoring in Accounting, Finance, and International Studies. I became Director of the OUCC's Electric Division in August 2017. Prior to that I was Assistant Director (February 2017-August 2017), Senior Utility Analyst (2011-2017) and Utility Analyst II (2006-2011), all within the OUCC's Electric Division. I began my regulatory career with the OUCC in 2003 as a Utility Analyst in the Electric Division. I attended "Practical Skills for the Changing Electric and Gas Industries," sponsored by the National Association of Regulatory Utility Commissioners ("NARUC") and the New Mexico State University Center for Public Utilities, in Albuquerque, New Mexico. I also attended the 2003 Annual Regulatory Studies Program sponsored by NARUC and the Institute of Public Utilities at Michigan State University in East Lansing, Michigan, and the 37th Annual Eastern NARUC Utility Rate School sponsored by NARUC and the Institute of Public Utilities at Michigan State University in Clearwater, Florida.

Q: Please describe your duties and responsibilities at the OUCC.

A: I supervise staff within the OUCC Electric Division. I also review Indiana electric utilities' requests for regulatory relief filed with the Commission. When necessary, I prepare and present testimony based on the results of my analysis and make recommendations to the Commission on behalf of Indiana electric utility consumers.

Q: Have you previously testified before the Commission?

A: Yes.

Q: Please describe the examination and analysis you conducted in order to prepare your testimony and schedules in this Cause.

A: I read IPL's petition, prefiled testimony, and responses to the Commission's docket entry with respect to the tax reform impact. In addition, I reviewed certain IPL attachments and workpapers. I read the OUCC's and Intervenors' prefiled testimony, participated in conference calls with IPL Staff, and reviewed various responses to data requests. Furthermore, I participated in settlement discussions with Settling Parties and reviewed the Settlement Agreement filed before the Commission on Thursday, July 19, 2018.

AFFIRMATION

I affirm, under the penalties for perjury, that the foregoing representations are true.

Stacie R. Gruca

Stacie R. Gruca
Electric Division Director
Indiana Office of Utility Consumer Counselor

July 23, 2018
Date

Cause No. 45029
Indianapolis Power & Light Co.

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing ***OUCC Testimony and Exhibits*** have been served upon the following counsel of record in the captioned proceeding by electronic service on July 23, 2018.

Indianapolis Power & Light
Teresa Morton Nyhart
Nicholas Kile
Jeffrey M. Peabody
BARNES & THORNBURG LLP
tnyhart@btlaw.com
nkile@btlaw.com
jpeabody@btlaw.com

Andrew Wells
AES US SERVICES, LLC
IPALCO
Andrew.wells@aes.com

WAL-MART & SAM'S EAST
Eric L. Kinder
Lara R. Brandfass
Barry A. Naum
SPILMAN THOMAS & BATTLE, PLLC
ekinder@spilmanlaw.com
lbrandfass@spilmanlaw.com
bnaum@spilmanlaw.com

City of Lawrence
Brian C. Bosma
Kevin D. Koons
Ted W. Nolting
KROGER GARDIS & REGAS. LLP
bcb@kgrlaw.com
kdk@kgrlaw.com
twn@kgrlaw.com

Industrial Group
Bette J. Dodd
Joseph P. Rompala
Anne E. Becker
Tabitha L. Balzer
Amanda Tyler
Ellen Tenant
LEWIS KAPPES, PC
BDodd@Lewis-Kappes.com
JRompala@Lewis-Kappes.com
abecker@lewis-kappes.com
tbalzer@Lewis-Kappes.com
etennant@lewis-kappes.com
atyler@lewis-kappes.com

UNIVERSITY
Rolls-Royce
Nikki Shoultz
Kristina Kern Wheeler
BOSE MCKINNEY & EVANS LLP
nshoultz@boselaw.com
kwheeler@boselaw.com

CAC, INCAA, ICHS, Sierra Club
Jennifer A. Washburn
Margo Tucker
jwashburn@citact.org
mtucker@citact.org

Kroger
Kurt J. Boehm, Esq.
Jody Kyler Cohn, Esq.
BOEHM, KURTZ & LOWRY
KBoehm@BKLlawfirrn.com
JKylerCohn@BKLlawfirm.com

Kevin Higgins
ENERGY STRATEGIES, LLC
khiggins@energystrat.com

John P. Cook, Esq.
JOHN P. COOK & ASSOCIATES
john.cookassociates@earthlink.net

IBEW
Geoffrey S. Lohman
FILLENWARTH DENNERLINE
GROTH & TOWE, LLP
glohman@fdgtlaborlaw.com

OUCC Consultants
Glenn A. Watkins
Jennifer R. Dolen
TECHNICAL ASSOCIATES, INC.
watkinsg@tai-econ.com
jenny.dolen@tai-econ.com

J. Randall Woolridge, Ph.D.
PA STATE UNIVERSITY
jrwoolridge@gmail.com

Jeffrey M. Reed
Deputy Consumer Counselor

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR
115 West Washington Street
Suite 1500 South
Indianapolis, IN 46204
infomgt@oucc.in.gov
317/232-2494 – Phone
317/232-5923 – Facsimile