

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF INDIANA GAS COMPANY,)
INC. D/B/A VECTREN ENERGY DELIVERY OF)
INDIANA, INC. (“VECTREN NORTH”) FOR (1))
AUTHORITY TO MODIFY ITS RATES AND)
CHARGES FOR GAS UTILITY SERVICE THROUGH)
A PHASE-IN OF RATES, (2) APPROVAL OF NEW)
SCHEDULES OF RATES AND CHARGES, AND NEW)
AND REVISED RIDERS, (3) APPROVAL OF A NEW)
TAX SAVINGS CREDIT RIDER, (4) APPROVAL OF)
VECTREN NORTH’S ENERGY EFFICIENCY)
PORTFOLIO OF PROGRAMS AND AUTHORITY TO)
EXTEND PETITIONER’S ENERGY EFFICIENCY)
RIDER (“EER”), INCLUDING THE DECOUPLING)
MECHANISM EFFECTUATED THROUGH THE EER,)
(5) APPROVAL OF REVISED DEPRECIATION RATES)
APPLICABLE TO GAS PLANT IN SERVICE, (6))
APPROVAL OF NECESSARY AND APPROPRIATE)
ACCOUNTING RELIEF, AND (7) APPROVAL OF AN)
ALTERNATIVE REGULATORY PLAN PURSUANT)
TO WHICH VECTREN NORTH WOULD CONTINUE)
ITS CUSTOMER BILL ASSISTANCE PROGRAMS.)

CAUSE NO. 45468

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR’S

PUBLIC’S EXHIBIT NO. 9 – SETTLEMENT TESTIMONY OF OUCC
WITNESS HEATHER R. POOLE

With the current requirement that all staff work from home, signatures for affirmations are not available at this time.

June 25, 2021

Respectfully submitted,



Loraine Hitz-Bradley
Attorney No. 18006-29
Deputy Consumer Counselor

**INDIANA GAS COMPANY, INC.
D/B/A VECTREN ENERGY DELIVERY OF INDIANA, INC.
CAUSE NO. 45468
SETTLEMENT TESTIMONY OF OUCC WITNESS HEATHER R. POOLE**

I. INTRODUCTION

1 **Q: Please state your name and business address.**

2 A: My name is Heather R. Poole, and my business address is 115 W. Washington
3 Street, Suite 1500 South, Indianapolis, Indiana 46204.

4 **Q: By whom are you employed and in what capacity?**

5 A: I am employed by the Indiana Office of Utility Consumer Counselor (“OUCC”) as
6 the Assistant Director of the Natural Gas Division. I have worked as a member of
7 the OUCC’s Natural Gas Division since December 2010. For a summary of my
8 educational and professional experience, as well as my preparation for this case,
9 please see the Appendix attached to my testimony.

10 **Q: What is the purpose of your settlement testimony?**

11 A: My settlement testimony supports a Settlement Agreement (“Agreement”) between
12 the Parties in this Cause: Indiana Gas Company, Inc. d/b/a Vectren Energy Delivery
13 of Indiana, Inc. (“Vectren North” or “Petitioner”), the OUCC, the Vectren North
14 Industrial Group (“Industrial Group”), the Citizens Action Coalition of Indiana,
15 Inc. (“CAC”), and Direct Energy Business Marketing, LLC (“Direct Energy”),
16 (collectively, the “Settling Parties”). The Agreement resolves all issues between the
17 Settling Parties in this Cause. My settlement testimony focuses on those items in
18 which differences existed between Vectren North’s and the OUCC’s cases-in-chief.
19 I discuss the pertinent matters agreed to in the Agreement, such as the original cost

1 rate base, capital structure and return on original cost rate base, depreciation and
2 amortization expense, pro forma operating revenues, and pro forma operation &
3 maintenance (“O&M”) expense adjustments. I discuss terms of the Agreement
4 related to Vectren North’s future Compliance and System Improvement
5 Adjustment (“CSIA”) filings, Universal Service Program (“USP”), Tax Savings
6 Credit Rider (“TSCR”), Energy Efficiency Rider (“EER”), Gas Cost Adjustment
7 (“GCA”) mechanism, customer billing, customer deposits, tariff changes, cost
8 allocations, and rate design. My testimony also addresses terms of the Agreement
9 related to the timing and content of phased-in rates resulting from Phase 1 and
10 Phase 2 revenue requirement updates applicable to a future test year in this Cause.
11 The Settling Parties also filed a set of revenue requirement schedules reflecting the
12 terms of the Agreement, designated as Appendix A.

13 **Q: Is the Agreement a product of arms-length negotiations between the Settling**
14 **Parties?**

15 A: Yes. The Agreement represents a compromise reached in the settlement negotiation
16 process, with give and take by all of the Settling Parties. The Settling Parties
17 devoted considerable time and effort to fairly balance Vectren North’s interests and
18 those of Vectren North’s customers.

II. ISSUES RESOLVED IN SETTLEMENT

A. Revenue Requirement and Net Operating Income

19 **Q: What value did the Settling Parties agree to for the revenue requirement and**
20 **net operating income?**

21 A: The Settling Parties agree that Vectren North’s base rates will be designed to

1 produce a revenue requirement of \$608,110,584. The revenue requirement is an
2 overall decrease of \$5.967 million, which is a decrease of \$26.726 million from the
3 amount originally requested by Vectren North. (Agreement at 5-6.)

B. Rate Base

4 **Q: What value did the Settling Parties assign to rate base in this Cause?**

5 A: The Settling Parties agree to an original cost rate base of \$1,610,799,000. The rate
6 base agreed to by the Settling Parties reflects Vectren North's case-in-chief
7 position, which is a reasonable forecast of utility plant-in-service at the end of 2021.
8 (*Id.* at 6.) In Vectren's North's Phase 2 rate update filing, rate base will be the lesser
9 of (i) \$1,610,799,000 or (ii) Vectren North's rate base reflecting certified test-year-
10 end net plant in service as of December 31, 2021. (*Id.* at 5.)

C. Cost of Equity and Capital Structure

11 **Q: What cost of equity did Vectren North and the OUCC propose in this Cause?**

12 A: Vectren North proposed a 10.15% cost of equity, while the OUCC proposed a
13 9.20% cost of equity.

14 **Q: What cost of equity have the Settling Parties agreed to in this Cause?**

15 A: The Settling Parties agree to a 9.80% cost of equity. (*Id.* at 6.) The OUCC considers
16 this a fair and reasonable result when combined with other considerations and
17 compromises made in this Agreement.

18 **Q: Have the Settling Parties agreed to changes in the capital structure?**

19 A: Yes. The Settling Parties also agree to an increase to cost-free capital of \$0.692
20 million to reflect non-interest-bearing customer deposits, as accepted by Vectren
21 North on rebuttal. (*Id.*) Vectren North also agreed in settlement to refund customer

1 deposits of \$0.141 million. (*Id.*) In Vectren North's Phase 2 filing, the capital
2 structure will be updated to reflect actual capitalization as of December 31, 2021.

3 (*Id.* at 5.)

4 **Q: What fair return resulted from the settled capital structure and weighted cost
5 of capital when applied to the settled rate base?**

6 A: The Settling Parties stipulate and agree the weighted cost of capital resulting from
7 the settled capital structure times the stipulated net original cost rate base yields a
8 fair return of no more than \$99,225,218, yielding an overall return for earnings test
9 purposes of 6.16%. (*Id.* at 7.)

D. Depreciation Expense

10 **Q: Do the Settling Parties agree on new depreciation rates?**

11 A: Yes. Vectren North presented a depreciation study with its proposal for new
12 depreciation rates. OUCC Witness David J. Garrett proposed alternative
13 depreciation rates based on the use of the Average Life Group ("ALG")
14 methodology and revisions to service lives as presented in Public's Exhibit No. 6,
15 Attachment DJG-3. The Settling Parties agree and stipulate the depreciation accrual
16 rates recommended by Mr. Garrett should be approved and used in the
17 determination of net plant in service values for calculation of Phase 1 and Phase 2
18 rates. (*Id.* at 7.) The depreciation accrual rates agreed to by the Settling Parties will
19 result in an increase to the amortization period for the CSIA Program Expense
20 Amortization to 41 years and an increase to the amortization period for the Bare
21 Steel Cast Iron Program Expense Amortization to 37 years. (*Id.*)

E. Amortization Expense

1 **Q: Do the Settling Parties agree on an amortization expense adjustment?**

2 A: Yes. The Settling Parties agree to amortize the regulatory assets for COVID-related
3 expenses, investment related IT expenses, and rate case expense over six years
4 rather than five years as originally proposed by Vectren North. (*Id.*) In addition,
5 Vectren North agrees to reduce total rate case expense from \$1,650,000 to
6 \$1,300,000, reflecting a reduction to annual amortized expense of \$113,333 from
7 that proposed in Vectren North's case-in-chief. If Vectren North files a general rate
8 case before expiration of the six-year amortization period, any unamortized portion
9 will be rolled into Vectren North's next rate case. If not already addressed by a base
10 rate case order before expiration of the six-year amortization period, Vectren North
11 agrees to file a revised tariff to remove the annual amortization amount from base
12 rates unless a new general rate case petition is pending at that time. (*Id.* at 8.)

13 **F. Pro Forma Revenues**

14 **Q: What revenue adjustments do the Settling Parties agree to in this Cause?**

15 A: The Settling Parties agree Vectren North's pro forma revenues should be adjusted
16 to include an increase of \$70,542 to FERC Account 487 (Forfeited Discounts) and
17 an increase of \$115,925 to FERC Account 489.2 (Transported Gas Revenue) as
18 proposed by the OUCG in its case-in-chief. The Agreement results in total pro
19 forma revenues as of the end of the test year of \$608,110,584. (Agreement at 8.)

1 **G. O&M Expenses**

2 **Q: Please explain the results of the settlement negotiations regarding O&M**
3 **expense adjustments.**

4 A: The Settling Parties negotiated compromises to various O&M expense adjustments
5 resulting in a reduction to Vectren North's total forecasted level of O&M expense
6 presented in its case-in-chief of (\$8,500,000). (*Id.*) The Settling Parties further
7 agree to use Vectren North's methodology to calculate other flow-through
8 adjustments to bad debt expense, property tax, IURC fee, utility receipts tax, and
9 income tax resulting from the changes made in the revenue requirement. (*Id.*)

H. Future CSIA Filings

10 **Q: Have the Settling Parties reached agreement on the treatment of incremental**
11 **O&M expenses in future CSIA filings?**

12 A: Yes. Since O&M expenses for compliance activities recovered in prior CSIA filings
13 were factored into base rates in the current Cause, the Settling Parties agree that in
14 future semi-annual CSIA filings related to the Compliance Component of the CSIA
15 mechanism, Vectren North will identify incremental O&M expenses incurred that
16 are not included in base rates. (Agreement at 9.) For purposes of the Agreement,
17 "incremental O&M expenses" to be included in such filings means incremental
18 O&M expenses that are the result of a new requirement resulting from a regulation
19 or enhancement of a regulation requiring compliance beginning January 1, 2022 or
20 later, or other incremental O&M expenses that Vectren North demonstrates were
21 not included in the test year forecast in this Cause. Vectren North agrees it will bear
22 the burden of proof in future CSIA proceedings where recovery of incremental

1 O&M expenses is sought. Vectren North will segregate, or track separately, costs
 2 included in incremental O&M expense through its work order management system.
 3 Vectren North further agrees to supply detailed testimony in future CSIA filings
 4 regarding any new compliance requirement for which incremental O&M expense
 5 recovery is sought, and to demonstrate how such incremental O&M expense is not
 6 included in base rates. (*Id.*)

7 **Q: Have the Settling Parties reached agreement on the allocation of cost recovery**
 8 **in future CSIA filings?**

9 A: Yes. The Settling Parties agree the allocation of cost recovery for the TDSIC
 10 Component of Vectren North's CSIA mechanism will be based on total revenues
 11 and cost recovery allocation for the Compliance Component will be based on non-
 12 gas revenues. (*Id.* at 10.) The Settling Parties further agree the allocation
 13 percentages will be by rate class and will not be broken down further by storage,
 14 transmission, and distribution. The stipulated allocation percentages for each CSIA
 15 component will be used for all TDSIC or Compliance Projects included in Vectren
 16 North's next CSIA as well as TDSIC or Compliance Projects added after the CSIA
 17 has been approved. (*Id.*) The allocation percentages are based upon the stipulated
 18 total revenues and total margins as shown on the following tables:

TDSIC Allocation Factors (Based on Total Revenue)				
Class	Revenues at Current Rates	Revenue Increase	Total Revenues	Percent of Total
210	\$411,964,319	(\$1,932,636)	\$410,031,683	68.0099%
220/229	147,164,617	(280,229)	146,884,388	24.3630%
225	2,432,805	159,435	2,592,240	0.4300%
240	1,851,888	(45,537)	1,806,351	0.2996%
245	13,676,811	(839,302)	12,837,509	2.1293%
260/270	31,776,863	(3,029,148)	28,747,715	4.7682%
Total	\$608,867,304	(\$5,967,418)	\$602,899,885	100.0000%

Compliance Allocation Factors (Based on Total Margin)				
Class	Total Revenues	Less: Gas Costs	Total Margin Revenues	Percent of Total
210	\$410,031,683	(\$174,863,681)	\$235,168,002	67.7029%
220/229	146,884,388	(79,607,880)	67,276,508	19.3684%
225	2,592,240	0	2,592,240	0.7463%
240	1,806,351	(1,075,558)	730,793	0.2104%
245	12,837,509	0	12,837,509	3.6958%
260/270	28,747,715	0	28,747,715	8.2762%
Total	\$602,899,885	(\$255,547,118)	\$347,352,767	100.0000%

I. Universal Service Program ("USP")

1 **Q: Have the Settling Parties agreed to an extension of Vectren North's USP?**

2 A: Yes, the Settling Parties agree to extend the USP under the following conditions.

3 Each of the Settling Parties shall have the right to initiate a petition to modify,
 4 review, or terminate the USP. If the USP is terminated, Vectren North agrees to file
 5 a revised tariff to reflect the impact on the USF Rider. Also, the Settling Parties
 6 agree Vectren North's shareholder contribution to the USP shall remain at 30% of
 7 program costs and any administrative costs will not be counted towards that
 8 amount. (Agreement at 11.)

J. Tax Savings Credit Rider

10 **Q: Have the Settling Parties reached agreement on Vectren North's proposed**
 11 **TSCR?**

12 A: Yes. The Settling Parties agree to the proposed TSCR mechanism as presented in
 13 Vectren North's case-in-chief. Vectren North agrees to provide the Excel
 14 spreadsheets used to create the schedules in each TSCR filing. (*Id.*)

1 **K. Energy Efficiency Rider**

2 **Q: Have the Settling Parties agreed to an extension of Vectren North's EER?**

3 A: Yes. The Settling Parties agree to the extension of Vectren North's energy
4 efficiency programs, and the Energy Efficiency Funding Component ("EEFC") and
5 Sales Reconciliation Component ("SRC") of the EER through 2021, and
6 continuation of the EEFC through 2025 and SRC through issuance of a Final Order
7 in the next general rate case. (Agreement at 11.) This is consistent with Vectren
8 North's position in its case-in-chief.

9 **L. Gas Cost Adjustment Mechanism**

10 **Q: Have the Settling Parties reached agreement on percentages of bad debt and**
11 **unaccounted-for-gas ("UAFG") to be used in Vectren North's GCA**
12 **mechanism?**

13 A: Yes. The Settling Parties agree to use 0.42% as the bad debt percentage to be
14 collected through the GCA. The Settling Parties also agree to lower the maximum
15 annual UAFG percentage from 0.8% to 0.6%. (*Id.*)

16 **M. Customer Deposits and Billing**

17 **Q: Does the Agreement address the OUCC's recommendations on customer**
18 **deposits and billing?**

19 A: Yes. As proposed by the OUCC in its case-in-chief, Vectren North agrees to review
20 customer deposits on an annual basis to make sure customers who meet the criteria
21 set forth in 170 Ind. Admin. Code 5-1-15(g) receive deposit refunds in a timely
22 manner. (Agreement at 8-9.) Vectren North also agrees to revise Section 18.H of
23 Tariff Sheet No. 57 to remove the statement that "[c]redit balances less than \$10.00
24 will not be refunded to Customer unless so requested." Vectren North agrees

1 inactive accounts with customer deposits unclaimed after one year shall be
2 presumed abandoned and treated in accordance with Ind. Code ch. 32-34-1. (*Id.* at
3 9.)

4 To further customer bill transparency, Vectren North agrees to include a
5 notation on each customer bill that customers may call its customer service
6 representatives if they want an itemized breakdown of the charges included on their
7 bill. This notation will be on every bill going forward. (Agreement at 12.)

8 **N. Tariff Changes**

9 **Q: What are the tariff changes the Settling Parties have agreed upon?**

10 A: The Settling Parties agree to the proposed tariff changes in Vectren North's case-
11 in-chief. Vectren North agrees to lower the volumetric threshold to qualify for Rate
12 245 to 2,500 dekatherms annually, provided that a monthly telemetry charge will
13 be added for customers who use between 2,500 and 5,000 dekatherms annually and
14 choose to transport. (*Id.*) The telemetry charge will be a pass-through charge of
15 Vectren North's costs for wireless/cellular service associated with reading meters
16 for such customers. (*Id.*) As reflected in Vectren North's rebuttal testimony,
17 Vectren North agrees to eliminate the prohibition of imbalance trades on
18 Operational Flow Order days. Vectren North will use commercially reasonable
19 efforts to implement this within six (6) months of approval by the Commission in
20 this Cause. Vectren North will file a revised tariff reflecting this change in its
21 compliance filing. (*Id.*)

1 **O. Cost of Service/Cost Allocations**

2 **Q: Have the Settling Parties reached agreement on the overall allocation of the**
3 **revenue increase to the customer rate classes?**

4 A: Yes. The Settling Parties agree to use Vectren North's cost of service study without
5 modification. The allocation of the stipulated revenue increase is shown in more
6 detail under Cost of Service/Cost Allocation, Section 15, of the Agreement. (*Id.* at
7 12.)

8 **P. Rate Design**

9 **Q: Have the Settling Parties reached agreement on monthly customer service**
10 **charges?**

11 A: Yes. Rate 210 will have a monthly customer service charge of \$16.50, with the
12 CSIA charge reset after a Final Order of the Commission in this Cause. (Agreement
13 at 13.) Rates 220/225 will have a monthly service charge of \$18.25 for Group 1,
14 \$49.50 for Group 2, and \$100.00 for Group 3. The monthly service charge for Rate
15 240 will be \$175.00. The monthly service charge for Rate 245 will be \$205.00. The
16 monthly service charge for Rate 260 will be \$1,100.00. (*Id.*)

17 **Q. Phase-in Rate Updates**

18 **Q: When are new rates expected to be effective in this Cause?**

19 A: Because of the future test year utilized in this Cause, there will be two phases to
20 Vectren North's rate increase, referred to as Phase 1 and Phase 2. The Settling
21 Parties agree to the following procedures for implementing Vectren North's rate
22 increases.

1 Following issuance of a Final Order in this Cause approving this Settlement,
2 Phase 1 rates will go into effect on an interim subject to refund basis pending a 60-
3 day review process as described in Vectren North's case-in-chief. Phase 1 will be
4 based on the agreed revenue requirement as adjusted to reflect the original cost of
5 Vectren North's net utility plant in service, actual capital structure, and associated
6 depreciation expense as of June 30, 2021. (*Id.* at 4-5.)

7 The process for the Phase 2 rate adjustment is described in Vectren North's
8 case-in-chief, except the Phase 2 update will be limited to rate base, capital
9 structure, depreciation expense, and taxes. (Agreement at 5.) Revenues and O&M
10 expenses will not be updated in Phase 2 as originally contemplated by Vectren
11 North. The Phase 2 update will be based on the agreed revenue requirement as of
12 December 31, 2021, as adjusted, if necessary, to reflect the lesser of (i) Vectren
13 North's forecasted test-year-end rate base (\$1,610,799,000), or (ii) Vectren North's
14 rate base reflecting certified test-year-end net plant in service as of December 31,
15 2021. (*Id.*) Phase 2 rates will go into effect on an interim subject to refund basis
16 pending a 60-day review process as described in Vectren North's case-in-chief.
17 Appendix A attached to the Settlement Agreement includes schedules supporting
18 the calculation of Vectren North's revenue requirement as of December 31, 2021.
19 (*Id.*)

III. PUBLIC INTEREST

1 **Q: Is the Agreement in the public interest?**

2 A: Yes. The Settling Parties each made material concessions when they entered into
3 the proposed Agreement. The resulting Agreement includes a residential customer
4 rate that lessens the rate increase impact and prevents rate shock to captive
5 ratepayers. The terms of the Agreement demonstrate the give and take of settlement
6 negotiations in resolving multiple contested issues in a manner acceptable to all
7 Settling Parties. The Agreement also reduces the risk and expense of litigation of
8 multiple issues. Therefore, the OUCC considers the Agreement to be in the public
9 interest.

IV. CONCLUSION

10 **Q: Does the OUCC recommend approval of the Agreement?**

11 A: Yes. The Settling Parties' testimony and exhibits provide evidence to support the
12 Agreement, and the OUCC recommends the Commission approve the Agreement.

13 **Q: Does this conclude your settlement testimony?**

14 A: Yes.

APPENDIX TO TESTIMONY OF
OUCC WITNESS HEATHER R. POOLE

1 **Q: Describe your educational background and experience.**

2 A: I graduated from the School of Business at Ball State University in Muncie, Indiana
3 with a Bachelor of Science Degree in Accounting in May 2001, and a Master of
4 Science Degree in Accounting in May 2002. From September 2002 through
5 September 2010, I worked for London Witte Group, LLC, a CPA firm in
6 Indianapolis, Indiana, as a Senior Staff Accountant. I prepared and reviewed
7 individual, corporate, not-for-profit, property and payroll tax returns; prepared
8 compilations, reviews, and audit reports in compliance with GAAP for a variety of
9 utility companies and not-for-profit organizations; prepared depreciation
10 schedules; and guided clients through year-end accounting processes, including
11 preparation and review of adjusting entries. I prepared and reviewed Gas Cost
12 Adjustment (“GCA”) petitions, as well as annual reports filed with the Commission
13 for natural gas companies within the State of Indiana. I also prepared rate case
14 exhibits and schedules filed with the Commission on behalf of various gas utility
15 clients.

16 In December 2010, I began my employment with the OUCC as a Utility
17 Analyst II. In October 2012, I was promoted to Senior Utility Analyst. In February
18 2017, I was promoted to Assistant Director of the Natural Gas Division. My current
19 responsibilities include reviewing and analyzing rate cases filed by Indiana natural
20 gas, electric and water utilities with the Commission. I also review GCAs, special
21 contracts, tariff, financing, certificate of public necessity, pipeline safety

1 adjustment, gas demand side management, alternative regulatory plan, 7-Year Plan,
2 Federal Mandated Cost Adjustment Tracker, and Transmission, Distribution and
3 Storage System Improvement Charge (“TDSIC”) Tracker cases for natural gas
4 utilities.

5 In May 2016, I passed the Certified Public Accountant (“CPA”) Exam and
6 obtained my CPA license in June 2016. While employed at the OUCC, I completed
7 NARUC’s Utility Rate School hosted by the Institute of Public Utilities at Michigan
8 State University and the Institute of Public Utilities Advanced Regulatory Studies
9 Program at Michigan State University. I am also a member of the Indiana CPA
10 Society.

11 **Q: Have you previously testified before the Commission?**

12 A: Yes. I have testified in GCAs, rate cases, TDSIC tracker cases; 7-Year Plan cases;
13 tariff; gas demand side management; decoupling; and special contract cases
14 involving gas and water utilities. I also provided extensive testimony in the
15 Commission’s investigation into the existing GCA procedures and schedules.

16 **Q: What review and analysis have you conducted to prepare your testimony?**

17 A: I reviewed the petition, testimony, revised testimony, exhibits, revised exhibits, and
18 supporting documentation submitted in this Cause. I analyzed Petitioner’s
19 responses to discovery requests from the OUCC and intervenor groups. I
20 participated in a pre-filing meeting with Petitioner’s representatives to discuss this
21 case. I also participated in settlement negotiations with Petitioner and the Industrial
22 Group for this Cause.

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing ***OUCC'S SETTLEMENT TESTIMONY OF HEATHER R. POOLE*** has been served upon the following counsel of record in the captioned proceeding by electronic service on June 25, 2021.

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