

OFFICIAL
EXHIBITS

FILED
November 26, 2024
INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF INDIANAPOLIS POWER &)
LIGHT COMPANY D/B/A AES INDIANA ("AES INDIANA"))
FOR (1) ISSUANCE TO AES INDIANA OF A CERTIFICATE)
OF PUBLIC CONVENIENCE AND NECESSITY FOR THE)
ACQUISITION AND DEVELOPMENT BY A WHOLLY)
OWNED AES INDIANA SUBSIDIARY OF A SOLAR)
POWER GENERATING FACILITY AND BATTERY)
ENERGY STORAGE SYSTEM PROJECT TO BE KNOWN)
AS THE CROSSVINE PROJECT ("THE CROSSVINE)
PROJECT"); (2) APPROVAL OF THE CROSSVINE)
PROJECT, INCLUDING A JOINT VENTURE STRUCTURE)
BETWEEN AN AES INDIANA SUBSIDIARY AND ONE OR)
MORE TAX EQUITY PARTNERS AND A CONTRACT FOR)
DIFFERENCES BETWEEN AES INDIANA AND THE)
PROJECT COMPANY THAT HOLDS AND OPERATES)
THE SOLAR GENERATION AND STORAGE ASSETS, AS A)
CLEAN ENERGY PROJECT AND ASSOCIATED TIMELY)
COST RECOVERY UNDER IND. CODE § 8-1-8.8-11; (3))
APPROVAL OF ACCOUNTING AND RATEMAKING FOR)
THE CROSSVINE PROJECT, INCLUDING AN)
ALTERNATIVE REGULATORY PLAN UNDER IND. CODE)
§ 8-1-2.5-6 TO FACILITATE AES INDIANA'S)
INVESTMENT IN THE CROSSVINE PROJECT THROUGH)
A JOINT VENTURE; AND (4) TO THE EXTENT)
NECESSARY, ISSUANCE OF AN ORDER PURSUANT TO)
IND. CODE § 8-1-2.5-5 DECLINING TO EXERCISE)
JURISDICTION OVER THE JOINT VENTURE,)
INCLUDING THE PROJECT COMPANY, AS A PUBLIC)
UTILITY.)

IURC
PUBLIC'S

EXHIBIT NO. 1-15-25 AT
DATE REPORTER

CAUSE NO. 46113

PUBLIC'S EXHIBIT NO. 1

REDACTED TESTIMONY OF BRITTANY L. BAKER

ON BEHALF OF

THE INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

November 26, 2024

REDACTED TESTIMONY OF OUCC WITNESS BRITTANY L. BAKER
CAUSE NO. 46113
INDIANAPOLIS POWER & LIGHT COMPANY D/B/A AES INDIANA

I. INTRODUCTION

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

2 A: My name is Brittany L. Baker 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 as a Utility Analyst in the Indiana Office of Utility Consumer
6 Counselor's ("OUCC") Electric Division. A summary of my educational
7 background and experience is included in Appendix A attached to my testimony.

8 **Q: What is the purpose of your testimony?**

9 A: In this proceeding, Indianapolis Power & Light Company d/b/a AES Indiana ("AES
10 Indiana" or "Petitioner") requests the Indiana Utility Regulatory Commission
11 ("Commission"):

12 1) issue a certificate of public convenience and necessity ("CPCN") for the
13 acquisition and development of a solar power generating facility and
14 battery energy storage system project ("Crossvine Project" or
15 "Project");

16 2) approve the Project, including the Membership Interest Purchase and
17 Project Development Agreement ("MIPA"), a Joint Venture structure
18 between an AES Indiana subsidiary and one or more tax equity partners,
19 and the use of a Contract for Differences ("CfD") between AES Indiana
20 and Crossvine Solar 1, LLC ("Project Company"), which hold and
21 operates the solar generation and battery storage facility; and

22 3) approve the requested accounting and ratemaking authority and relief.¹

¹ Verified Petition, pp. 4.

1 The purpose of my testimony is to review and provide recommendations regarding
2 the tax credits for the Project, the accounting and ratemaking treatment of AES
3 Indiana's investment in the Project, the bill impact, and ongoing reporting.

4 **Q: Is AES Indiana proposing that this application be evaluated under Ind. Code**
5 **ch. 8-1-8.8 as a "clean energy project"?**

6 A: Yes. AES Indiana testifies the Crossvine Project is a "clean energy project" as
7 defined in Ind. Code § 8-1-8.8-2 as it is a "renewable energy resource" as defined
8 in Ind. Code § 8-1-8.8-10.² AES Indiana also testifies it is an "eligible business" as
9 the term is defined under Ind. Code § 8-1-8.8-6.³ Based on this, AES Indiana is
10 eligible for relief under Ind. Code ch. 8-1-8.8.

11 **Q: What is your professional opinion regarding the applicability of Ind. Code ch.**
12 **8-1-8.8 to the Project?**

13 A: I agree with AES Indiana's assessment that the Project is a "clean energy project,"
14 that AES Indiana is an "eligible business," and that AES Indiana is eligible for relief
15 under Ind. Code ch. 8-1-8.8 in this proceeding. Specifically, the term "clean energy
16 projects" includes the definition in Ind. Code § 8-1-8.8-2(2), which states: "Projects
17 to develop alternative energy sources, including renewable energy resource projects
18 or coal gasification facilities." "Renewable energy resources" is further defined in
19 Ind. Code § 8-1-8.8-10(a)(1) as a "clean energy resource listed in: (A) IC 8-1-37-
20 4(a)(1) through IC 8-1-37-4(a)(16)...". Ind. Code § 8-1-37-4 refers to both solar
21 generation (Ind. Code § 8-1-37-4(a)(3)) and battery storage (Ind. Code § 8-1-37-
22 4(a)(10)). Therefore, this facility is a "clean energy project" as defined in Ind. Code
23 ch. 8-1-8.8. "Eligible business" is defined in Ind. Code § 8-1-8.8-6 as "a business

² Direct Testimony of Gustavo Garavaglia, p. 7, ll. 9-14.

³ *Id.*, p. 7, ll. 15-18.

1 that is an energy utility (as defined in IC 8-1-2.5-2), a joint agency (as defined in
2 IC 8-1-2.2-2), or an owner of a coal gasification facility and that...(2) proposes to
3 construct or repower a project described in section 2(1) or 2(2) of this chapter...".
4 AES Indiana is an "energy utility" and is proposing to construct a project as
5 described in Ind. Code § 8-1-8.8-2(2). Therefore, AES Indiana is an "eligible
6 business."

II. CROSSVINE PROJECT

7 **Q: Please describe the Crossvine Project presented in this proceeding.**

8 A: AES Indiana plans to invest in the Crossvine Project, which is a solar generation
9 plus battery energy storage system ("BESS") facility located in Dubois County,
10 Indiana. Crossvine Solar Holdings, LLC, a subsidiary of Lightsource Renewable
11 Energy US, LLC ("Lightsource") owns the Project Company, which will own the
12 solar and storage assets. Subsequent to Commission approval, Lightsource will sell
13 the Project Company to AES Indiana Devco Holdings 4, LLC ("AESI Devco"), a
14 limited liability company ("LLC") owned by AES Indiana.

15 The Project Company will ultimately be owned by a Joint Venture LLC
16 comprised of an AES Indiana subsidiary and a Tax Equity Partner ("TEP"). TEP
17 may refer to more than a single tax equity investor as it is possible there will be
18 multiple tax equity investors.⁴

⁴ Direct Testimony of Nicholas M. Miller, p. 4, ll. 2-14.

1 **Q: Has AES Indiana requested the Commission decline to assert jurisdiction over**
2 **the Joint Venture?**

3 A: Yes. As witness Kimberly Aliff testifies, the Joint Venture will not operate,
4 manage, or control the electric generation facilities. Rather, the Joint Venture will
5 own the Project Company, which will directly own the facilities and financially
6 contract with AES Indiana through the CfD. AES Indiana requests the Commission
7 find the Joint Venture, including the Project Company, is not a “public utility” and
8 the Commission should maintain the declination of jurisdiction issued to the Project
9 in the Commission’s February 21, 2024 Final Order in Cause No. 45977.⁵

10 **Q: What is your opinion regarding AES Indiana’s request for the Commission to**
11 **decline jurisdiction over the Joint Venture?**

12 A: I agree with Ms. Aliff’s assessment that the terms are consistent with previous
13 Commission orders in Cause Nos. 45493 and 45591.⁶ Cause No. 45591 involved
14 AES Indiana’s purchase and development of the Petersburg Project, a solar plus
15 battery facility, through a joint venture with a tax equity partnership, comparable
16 to the structure in the current proceeding. AES Indiana’s petition in Cause No.
17 45591 was approved by the Commission on November 24, 2021.⁷ Cause No. 45493
18 also involved AES Indiana’s purchase and development of the Hardy Hills solar
19 project through a joint venture with a tax equity partner. AES Indiana’s petition in
20 Cause No. 45493 was approved by the Commission on June 16, 2021.⁸ In both of
21 these proceedings, which involved arrangements similar to the current proceeding,

⁵ Direct Testimony of Kimberly Aliff, p. 12, l. 7 to p. 14, l. 2.

⁶*Id.*, p. 14, ll. 1-2.

⁷ *Indianapolis Power and Light Company d/b/a/ AES Indiana*, Cause No. 45591, Order, November 24, 2021.

⁸ *Indianapolis Power and Light Company d/b/a AES Indiana*, Cause No. 45493, Order, June 16, 2021.

1 the Commission declined to assert jurisdiction over the Joint Venture and the
2 facility.

3 **Q: When is the Crossvine Project expected to be completed?**

4 A: The Crossvine Project is expected to be completed and in commercial operation in
5 June 2027.⁹

6 **Q: What is the estimated cost of the Crossvine Project?**

7 A: As discussed further by OUCC witness Roopali Sanka, Petitioner's best estimate
8 of the Project's total cost is <CONFIDENTIAL> \$ [REDACTED].¹⁰
9 <CONFIDENTIAL>.

III. TAX CREDITS

10 **Q: Please describe the Investment Tax Credit ("ITC").**

11 A: The ITC is a credit of 30% on qualifying capital costs for solar generation
12 equipment and related BESS equipment.¹¹ If the solar generation equipment and
13 related BESS equipment are located in an Energy Community,¹² as defined in the
14 Inflation Reduction Act ("IRA"), they qualify for an additional 10%, bringing the
15 potential total ITC rate to 40%.¹³

⁹ N. Miller Direct, p. 4, ll. 17-18.

¹⁰ Direct Testimony of Melanie Raney, p. 18, Table 2: Crossvine Project Cost Best Estimate.

¹¹ N. Miller Direct, p. 5, ll. 1-3.

¹² "Energy Community" is defined in 26 USC 45(b)(11)(B) as (1) a brownfield site; (2) a metropolitan statistical area or non-metropolitan statistical area which has, after December 31, 2009, 0.17 percent or greater direct employment or 25 percent or greater local tax revenues related to the extraction, processing, transport, or storage of coal, oil, or natural gas, and has an unemployment rate at or above the national average unemployment rate for the previous year; or (3) a census tract or adjacent census tract in which, after December 31, 1999, a coal mine has closed, or after December 31, 2009, a coal-fired electric generating unit has been retired.

¹³ N. Miller Direct, p. 5, ll. 3-8.

1 **Q: Do other qualifications need to be met to obtain an ITC?**

2 A: Yes. The Project must meet prevailing wage and apprenticeship requirements per
3 IRS Notice 2022-61, which states:

4 ... a taxpayer must ensure that any laborers and mechanics
5 employed by the taxpayer or any contractor or subcontractor in:
6 (i) the construction of such facility, and (ii) the alteration or repair
7 of such facility (with respect to any taxable year, for any portion
8 of such taxable year that is within the 10-year period beginning on
9 the date the qualified facility is originally placed in service), are
10 paid wages at rates not less than the prevailing rates for
11 construction, alteration, or repair of similar character in the
12 locality in which such facility is located as most recently
13 determined by the Secretary of Labor...¹⁴

14 Notice 2022-61 also states that to meet the apprenticeship requirements, a taxpayer
15 must ensure that not less than the applicable percentage of the total labor hours of
16 the construction, alteration, or repair work, with respect to the qualified facility,
17 must be performed by qualified apprentices.¹⁵

18 **Q: Does AES Indiana claim the Crossvine Project will qualify for the ITC?**

19 A: Yes. Petitioner's Witness Nicholas M. Miller states "the only risk of not qualifying
20 for the 40% ITC is that the Project would not meet the prevailing wage and
21 apprenticeship requirements."¹⁶ AES Indiana intends to include language in the
22 Project's Engineering, Procurement, and Construction ("EPC") Agreement to
23 "ensure that all contractors and subcontractors will comply with all prevailing wage
24 and apprenticeship requirements."¹⁷ AES Indiana took a similar approach in the
25 EPC for the Petersburg Energy Center Project in Cause No. 45591 and the Pike

¹⁴ Prevailing Wage and Apprenticeship Initial Guidance Under Section 45(b)(6)(B)(ii) and Other Substantially Similar Provisions, 87 Fed. Reg. 73,580 (Nov. 30, 2022).

¹⁵ N. Miller Direct, p. 5, l. 18 to p. 6, l. 1.

¹⁶ *Id.*, p. 7, ll. 2-4.

¹⁷ *Id.*, p. 6, ll. 10-12.

1 County BESS Project in Cause No. 45920.¹⁸ AES Indiana believes by taking a
2 similar approach for the Project's EPC, the EPC will mitigate the risk that the
3 prevailing wage and apprenticeship requirements will be met.¹⁹

4 **Q: Has AES Indiana considered alternative actions if the Crossvine project does**
5 **not qualify for the 40% ITC?**

6 A: Yes. AES Indiana has also noted qualifying to use the Production Tax Credit
7 ("PTC") if it is unable to qualify for the ITC.²⁰

8 **Q: Please describe the PTC.**

9 A: The PTC is a credit based on the amount of energy produced and sold over a ten-
10 year period. The PTC rate is updated annually based on the annual inflation
11 adjustment factor. This rate is also subject to the same 10% increase for Energy
12 Communities described above with respect to ITCs.²¹

13 **Q: Are there any other qualifications that need to be met to obtain a PTC?**

14 A: Yes. For solar projects, similar to the ITC, there is a prevailing wage and
15 apprenticeship requirement for the PTC.²²

16 **Q: Will the Crossvine Project qualify for the PTC?**

17 A: Yes, partially. The BESS for the Crossvine Project is ineligible for the PTC,²³
18 whereas the solar facility qualifies for the PTC, assuming it meets the prevailing
19 wage and apprenticeship requirement.

20 **Q: What is the estimated value of ITC and PTC for the Crossvine Project?**

¹⁸ N. Miller Direct, p. 6, ll. 12-14.

¹⁹ *Id.*, p. 6, ll. 14-16.

²⁰ *Id.*, p. 8, ll. 4-7.

²¹ *Id.*, p. 8, ll. 4-11.

²² *Id.*, p. 8, ll. 8-9.

²³ *Id.*, p. 8, ll. 12-14.

1 A: Based on the estimated Project costs and the placed in service ("PIS") date, the
2 Crossvine Project is anticipated to generate approximately <CONFIDENTIAL>
3 \$ [REDACTED] <CONFIDENTIAL> of ITC benefits.²⁴ Of this amount, AES
4 Indiana expects to allocate <CONFIDENTIAL> \$ [REDACTED]
5 <CONFIDENTIAL> to the TEP and retain <CONFIDENTIAL> \$ [REDACTED]
6 <CONFIDENTIAL>.²⁵ The BESS is estimated to generate approximately
7 <CONFIDENTIAL> \$ [REDACTED]²⁶ <CONFIDENTIAL> of ITC benefits.

8 Based on the estimated annual kWh produced by the Project during its first
9 ten years and using the 2024 PTC rate adjusted for projected inflation, the Project
10 is estimated to generate approximately <CONFIDENTIAL> \$ [REDACTED]²⁷
11 <CONFIDENTIAL> of PTC benefits.

12 **Q: Does AES Indiana intend to use the ITC or PTC?**

13 A: AES Indiana believes the ITC is the best option for itself and its customers for the
14 Crossvine Project.²⁸

15 **Q: Did you find any issues with AES Indiana's decision to use the ITC instead of**
16 **the PTC?**

17 A: I reviewed the calculations presented in AES Indiana's testimony and see no issues
18 with AES Indiana's decision to use the ITC instead of the PTC. Based on Witness
19 N. Miller's testimony, AES Indiana's ITC and PTC calculations show the ITC
20 provides an additional <CONFIDENTIAL> \$ [REDACTED] <CONFIDENTIAL> of tax

²⁴ N. Miller Direct, p. 7, ll. 15-16.

²⁵ *Id.*, p. 7, ll. 15-17.

²⁶ *Id.*, p. 8, ll. 18-19.

²⁷ *Id.*, p. 8, ll. 19-20.

²⁸ *Id.*, p. 9, ll. 1-2.

1 credits compared to the PTC.²⁹ The ITC also has the benefit of being earned in the
2 first year as well as not being reliant on any capacity factors.³⁰ The use of an ITC
3 for the Project is consistent with past AES Indiana proceedings and was proposed
4 and approved by the Commission in Cause Nos. 45493 and 45832, described earlier
5 in my testimony.

IV. ACCOUNTING AND RATEMAKING

6 **Q: What is AES Indiana's requested accounting and ratemaking authority for the**
7 **Crossvine Project?**

8 A: AES Indiana requests approval to record its investment in the Crossvine Project as
9 a regulatory asset. AES Indiana is requesting approval of an Alternative Regulatory
10 Plan ("ARP") to facilitate its investment through a Joint Venture.³¹

11 **Q: What is AES Indiana's proposed accounting and ratemaking relief for the**
12 **Crossvine Project?**

13 A: AES Indiana requests the following accounting and ratemaking relief:³²

- 14 1) deferral and timely cost recovery of carrying charges on and
15 amortization of the regulatory asset in AES Indiana's annual
16 Environmental Compliance Cost Recovery Adjustment proceedings
17 ("ECR");
- 18 2) timely cost recovery for the Contract for Differences ("CfD") to be
19 administered in AES Indiana's Fuel Adjustment Clause proceedings;
- 20 3) deferral authority for the costs incurred to develop the Crossvine Project
21 ("Project Development Costs") as a regulatory asset and to recover such
22 costs in a future base rate case; and
- 23 4) if the Crossvine Project is not approved by the Commission, AES
24 Indiana requests authority to defer and subsequently recover through

²⁹ N. Miller Direct, p. 8, ll. 20-21.

³⁰ *Id.*, p. 8, l. 21 to p. 9, l. 1.

³¹ Cause No. 46113, Verified Petition, pp. 4-5, section 10.

³² *Id.*, p. 5, sections 11-13.

1 rates prudently incurred Project Development Costs that are incurred
2 prior to the date of the Commission's Order.

3 **Q: Please describe the CfD.**

4 A: The contract for differences is "a financial instrument entered into by two parties
5 wherein the buyer agrees to settle with the seller the difference between the current
6 value of an asset and its value at the time of the contract."³³

7 "At settlement, if the market price is higher than the contract for differences
8 fixed price, the seller pays the difference to the buyer. If the market price is lower
9 than the CfD fixed price, the buyer pays the difference to the seller. In energy
10 markets, a contract for differences provides one party a fixed price for electric
11 energy when a party is not physically transacting in the underlying commodity (i.e.,
12 electric energy)."³⁴

13 **Q: What are the terms for AES Indiana's proposed CfD?**

14 A: The CfD is between AES Indiana and the Project Company. It establishes a fixed
15 price for the facility's energy output. The Project Company sells all the energy from
16 the facility into the Midcontinent Independent System Operator ("MISO") and AES
17 Indiana buys its load obligation from MISO. If the MISO price is greater than the
18 CfD price, the difference is credited to AES Indiana, and if the MISO price is less
19 than the CfD price, the difference is paid by AES Indiana to the Project Company.³⁵
20 The CfD assigns the MISO Local Resource Zone 6 credits to AES Indiana, along
21 with the renewable energy certificates created by the Crossvine Project.³⁶ AES

³³ Garavaglia Direct, p. 13, ll. 8-10.

³⁴ *Id.*, p. 13, ll. 10-15.

³⁵ *Id.*, p. 13, l. 17 to p.14, l. 7.

³⁶ Garavaglia Direct, p. 14, ll. 8-9.

1 Indiana contemplates the term of the CfD will be approximately

2 <CONFIDENTIAL> ■ <CONFIDENTIAL> years.³⁷

3 **Q: Was a copy of AES Indiana's proposed CfD presented in Petitioner's case-in-**
4 **chief?**

5 A: No. AES Indiana expects to negotiate and complete the CfD once the TEP is
6 known. As of the filing date of this Cause, no TEP has been signed. "It is anticipated
7 that the CfD will be executed in a time frame close to the completion of the project
8 in 2027."³⁸

9 **Q: Why is a CfD being used for the Crossvine Project?**

10 A: Using the CfD provides the Project Company with predictable cash revenue and
11 the certainty of a fixed price for AES Indiana customers.³⁹ The CfD will also allow
12 the Joint Venture LLC to be able to avoid the potential negative tax implications
13 that would exist if a Purchase Power Agreement were used instead.⁴⁰

14 **Q: What is the estimated pricing for the CfD?**

15 A: The pricing for the first full year under the CfD, 2028, is estimated to be
16 approximately <CONFIDENTIAL> \$ ■ <CONFIDENTIAL> per MWh for
17 energy <CONFIDENTIAL> ■

18 ■ <CONFIDENTIAL> and a storage capacity payment estimated to
19 be approximately <CONFIDENTIAL> \$ ■, ■

20 ■

21 ■.⁴¹<CONFIDENTIAL>

³⁷ *Id.*, p. 14, l. 12.

³⁸ *Id.*, p. 16, ll. 14-15.

³⁹ *Id.*, p. 14, ll. 1-2.

⁴⁰ *Id.*, p. 14, ll. 17-18.

⁴¹ Garavaglia Direct, p. 15, ll. 1-5.

1 **Q: How was the CfD pricing determined?**

2 A: The price was “determined by calculating, on a \$/MWh and capacity payment basis,
3 an amount that enables both the TEP and the AES Indiana Sponsor of the Joint
4 Venture, LLC to achieve a targeted return on investment of the acquired Project
5 based on each party’s underlying investment profile and characteristics.”⁴²

6 **Q: How will AES Indiana account for its investment in the Joint Venture?**

7 A: AES Indiana plans to record the investment in the Joint Venture as a regulatory
8 asset earning a return on the balance in the form of carrying costs until it is included
9 in the rate base.⁴³ Once the regulatory asset is in rate base, it will continue to earn
10 a return based on AES Indiana’s rate of return and the regulatory asset balance will
11 be amortized over the remaining life of the Project.⁴⁴

12 **Q: How does AES Indiana propose to calculate the carrying charges for the**
13 **Crossvine Project?**

14 A: The carrying charges will be calculated using the lower of AES Indiana’s weighted
15 average cost of capital (“WACC”) or allowance for funds used during construction
16 (“AFUDC”) rate. These rates will be computed and compared quarterly.⁴⁵

17 **Q: How will the carrying charges be reported in the ECR?**

18 A: AES Indiana proposes that pre-commercial operation date (“COD”) and post-COD
19 carrying charges will accrue and be included with the regulatory asset in the
20 existing annual ECR filings. AES Indiana anticipates the estimated carrying
21 charges will first be included in ECR-39 and ECR-40.⁴⁶

⁴² *Id.*, p. 15, ll. 10-13.

⁴³ N. Miller Direct, p. 18, ll. 20-22.

⁴⁴ *Id.*, p. 19, ll. 1-3.

⁴⁵ Aliff Direct, p. 8, ll. 6-10.

⁴⁶ Aliff Direct, p. 8, ll. 14-17.

- 1 **Q: What is the estimated total of carrying charges to be included in the ECRs?**
- 2 A: Carrying charges to be included in ECR-39 are estimated at approximately
- 3 <CONFIDENTIAL> \$ [REDACTED] <CONFIDENTIAL>, and approximately
- 4 <CONFIDENTIAL> \$ [REDACTED] <CONFIDENTIAL> in ECR-40. The
- 5 estimated carrying charges that would accrue to the regulatory asset as of the COD
- 6 in June 2027 total approximately <CONFIDENTIAL> \$ [REDACTED]
- 7 <CONFIDENTIAL>.⁴⁷
- 8 **Q: Do you have any issues with the use of the CfD and the treatment of AES**
- 9 **Indiana's investment?**
- 10 A: No. The requested use of the CfD and the treatment of the investments is consistent
- 11 with past AES Indiana proceedings and was proposed and approved by the
- 12 Commission in Cause Nos. 45591 and 45920, described earlier in my testimony.
- 13 There is nothing in this proceeding that would warrant a different decision.

V. BILL IMPACT

- 14 **Q: What is the monthly bill impact from the Crossvine Project?**
- 15 A: Petitioner estimates the approximate bill increase at \$2.29 per month for a
- 16 residential customer using 1,000 kWh, or an approximate 1.7% increase over
- 17 current base rates.⁴⁸ This increase will be included in monthly bills starting in 2028.

VI. RECOMMENDATIONS

- 18 **Q: Please summarize your recommendations to the Commission in this cause.**
- 19 A: I do not oppose AES Indiana's overall request, contingent upon Commission
- 20 approval of OUCC witness Roopali Sanka's recommendations.

⁴⁷*Id.*, p. 8, ll. 19-22.

⁴⁸ Aliff Direct, p. 20, ll. 15-17.

1 **Q:** **Does this conclude your testimony?**

2 **A:** Yes.

APPENDIX A

1 **Q: Please describe your educational background and experience.**

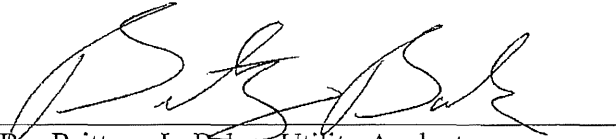
2 A: I received a Bachelor of Science Degree in Business with a major in
3 Accounting from the Kelley School of Business at IUPUI in 2014. I have four
4 years of experience in the utility industry as a staff accountant at LWG CPAs &
5 Advisors. I prepared individual, corporate, property, and non-profit tax returns;
6 prepared monthly compilations for a town utility; and completed audits on rural
7 electric membership cooperatives in Indiana, Illinois, and Ohio. In November 2022,
8 I began my employment with the OUCC as a Utility Analyst II in the electric
9 division. My duties consist of reviewing and testifying in trackers, rate cases, and
10 other proceedings before the Commission. My focus is in analyzing the accounting
11 and revenue requirements in the proceedings.

12 **Q: Have you previously filed testimony in other Commission proceedings?**

13 A: Yes.

AFFIRMATION

I affirm the representations I made in the foregoing testimony are true to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read 'Brittany L. Baker', written over a horizontal line.

By: Brittany L. Baker, Utility Analyst
Cause No. 46113

Office of Utility Consumer Counselor (OUCC)

Date: November 25, 2024

Respectfully submitted,

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR



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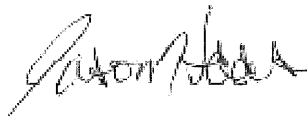
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CERTIFICATE OF SERVICE

This is to certify that a copy of the *Public's Exhibit No. 1 – Redacted Testimony of Brittany L. Baker on behalf of the OUCC* has been served upon the following captioned proceeding by electronic service on November 26, 2024.

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