

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF SOUTHERN INDIANA GAS AND)
ELECTRIC COMPANY D/B/A CENTERPOINT ENERGY)
INDIANA SOUTH (“CEI SOUTH”) FOR (1) AUTHORITY)
TO MODIFY ITS RATES AND CHARGES FOR ELECTRIC)
UTILITY SERVICE THROUGH A PHASE-IN OF RATES, (2))
APPROVAL OF NEW SCHEDULES OF RATES AND)
CHARGES, AND NEW AND REVISED RIDERS,)
INCLUDING BUT NOT LIMITED TO A NEW TAX)
ADJUSTMENT RIDER AND A NEW GREEN POWER)
RIDER (3) APPROVAL OF A CRITICAL PEAK PRICING)
 (“CPP”) PILOT PROGRAM, (4) APPROVAL OF REVISED)
DEPRECIATION RATES APPLICABLE TO ELECTRIC)
AND COMMON PLANT IN SERVICE, (5) APPROVAL OF)
NECESSARY AND APPROPRIATE ACCOUNTING RELIEF,)
INCLUDING AUTHORITY TO CAPITALIZE AS RATE)
BASE ALL CLOUD COMPUTING COSTS AND DEFER TO)
A REGULATORY ASSET AMOUNTS NOT ALREADY)
INCLUDED IN BASE RATES THAT ARE INCURRED FOR)
THIRD-PARTY CLOUD COMPUTING ARRANGEMENTS,)
AND (6) APPROVAL OF AN ALTERNATIVE)
REGULATORY PLAN GRANTING CEI SOUTH A WAIVER)
FROM 170 IAC 4-1-16(f) TO ALLOW FOR REMOTE)
DISCONNECTION FOR NON-PAYMENT)

CAUSE NO. 45990

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

PUBLIC’S EXHIBIT NO. 6-S

SETTLEMENT TESTIMONY OF OUCC WITNESS MARGARET A. STULL

July 19, 2024

Respectfully submitted,



T. Jason Haas
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TESTIMONY OF OUCC WITNESS MARGARET A. STULL
CAUSE NO. 45990
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY D/B/A
CENTERPOINT ENERGY INDIANA SOUTH

I. INTRODUCTION

1 **Q: Please state your name, employer, current position, and business address.**

2 A: My name is Margaret A. Stull, and my business address is 115 West Washington
3 Street, Suite 1500 South, Indianapolis, Indiana 46204. I am employed by the Indiana
4 Office of Utility Consumer Counselor (“OUCC”) as a Chief Technical Advisor in
5 the Water and Wastewater Division. I am the same Margaret Stull who prepared
6 testimony in this Cause filed on March 12, 2024.

7 **Q: What is the purpose of this testimony?**

8 A: Noting specifically the issues I addressed in my prior testimony in this Cause, I
9 respond to the Stipulation and Settlement Agreement (“Settlement Agreement”)
10 that CenterPoint Energy Indiana South (“CEI South”), the CenterPoint South
11 Industrial Group (“IG”)¹, and SABIC Innovative Plastics Mt. Vernon, LLC
12 (“SABIC”) (collectively, the “Settling Parties”) have filed. In addition, I will
13 discuss why the Settlement Agreement does not adequately address the issues and
14 concerns I raised with the positions taken by CEI South. More particularly, I discuss
15 the Settlement Agreement’s proposed treatment with respect to implementation of
16 the Tax Adjustment Rider and reporting requirements and how it does not conform
17 to my recommendations. I also discuss the Settlement Agreement’s proposed

¹ For purposes of this proceeding, IG includes Consolidated Grain and Barge, CountryMark Refining and Logistics, LLC, Marathon Petroleum Company, and Toyota Motor Manufacturing of Indiana, Inc.

1 treatment when implementing the phased rate increases, including adjustments to
2 be made to *pro forma* net operating income and the information to be included in
3 the compliance filings. I explain that the Settlement Agreement does not
4 incorporate my recommendations but urge the Commission to do so in its Order.
5 Finally, I explain that the Settlement Agreement does not address the transparency
6 and completeness issues I raised concerning CEI South's case-in-chief.

7 **Q: Have you reviewed the Settlement Agreement, testimony supporting the**
8 **Settlement Agreement, and rebuttal testimony, filed in this proceeding?**

9 A: Yes. I reviewed portions of the Settlement Agreement, settlement testimony, and
10 rebuttal testimony pertinent to the issues I discuss within this testimony.

11 **Q: If you do not address a specific topic or adjustment, does that mean you agree**
12 **with the Settling Parties or the Settlement Agreement?**

13 A: No. My silence on any issue, action, or adjustment should not be construed as an
14 endorsement. Also, my silence in response to any actions or adjustments stated or
15 implied by Petitioner should not be construed as an endorsement.

II. SETTLEMENT AGREEMENT OVERVIEW

16 **Q: Does the Settlement Agreement expressly address all the recommendations**
17 **you made in your March 12, 2024 testimony?**

18 A: The Settlement Agreement does not explicitly address all the positions or issues I
19 raised. However, the Settlement Agreement states that all disputed items not
20 expressly delineated in the agreement shall remain as proposed in CEI South's case-
21 in-chief, as modified by CEI South's rebuttal position where applicable.²

² Settlement Agreement at 22.

1 **Q: Does the Settlement Agreement adequately address certain positions you**
2 **advocated in your March 12, 2024 testimony?**

3 A: Yes. The Settling Parties agreed to provisions that are consistent with the following
4 recommendations in my March 12, 2024 testimony: (1) refunding state excess
5 accumulated deferred income taxes (“EADIT”) over three years; (2) withdrawal of
6 the corporate alternative minimum tax tracker; and (3) withdrawal of the Phase 1
7 rate increase.

8 **Q: Which of your positions does the Settlement Agreement not adequately**
9 **address?**

10 A: The Settlement Agreement does not address my recommendation that the currently
11 approved tax adjustment mechanisms being recovered through CEI South’s
12 proposed tax adjustment rider continue to charge or credit the same customer
13 classes in the same manner as they are currently. The Settlement Agreement also
14 does not address my recommendation that CEI South be required to submit post-
15 order compliance filings regarding the state EADIT liability owed to customers.
16 Because the Settlement Agreement states all disputed items not expressly
17 delineated in the agreement shall remain as proposed in CEI South’s case-in-chief,
18 as modified by its rebuttal position where applicable,³ those recommendations
19 have, effectively, been rejected by the Settling Parties. The Settlement Agreement
20 also does not adequately address my recommendation regarding the information
21 CEI South should be required to provide before implementing its phased increases
22 and how those increases should be calculated. Additionally, the Settlement

³ Settlement Agreement at 22.

1 Agreement does not address my concerns about the lack of transparency and
2 completeness of CEI South's case-in-chief.

III. TAX ADJUSTMENT RIDER

3 **Q: What did CEI South propose for a tax adjustment rider?**

4 A: CEI South proposed the creation of a tax adjustment rider ("TAR") that would
5 include all tax related trackers and recovery mechanisms in one rider, including
6 trackers the Commission has already approved, as well as any new tax riders
7 approved in this case or a future proceeding. The new tax adjustment mechanisms
8 CEI South proposed in this case included (1) a corporate alternative minimum tax
9 ("CAMT") tracker to address the potential effect of the CAMT between rate cases
10 and (2) the pass back of state excess accumulated deferred income taxes ("EADIT")
11 over a five-year period.

A. Need for Continuity in Tax Related Trackers and Recovery Mechanisms

12 **Q: What tax tracker and pass back recovery mechanisms are currently approved**
13 **for CEI South?**

14 A: CEI South currently has two pass back mechanisms that have been approved by the
15 Commission: (1) federal EADIT resulting from the Tax Cuts and Jobs Act
16 ("TCJA") are passed back through the TDSIC rider, and (2) production tax credits
17 are passed back through the CECA rider.

18 **Q: What concerns do you have regarding the inclusion of currently approved tax**
19 **tracker and pass back mechanisms in the TAR?**

20 A: The Settling Parties agreed to create a TAR to include all tax related trackers and
21 recovery mechanisms. As I stated in my March 12, 2024 testimony, I accepted CEI
22 South's proposal to create a TAR with the stipulation that the current tax

1 mechanisms will *continue to charge or credit the same customer classes in the same*
2 *manner as they are currently being implemented.*⁴ The Settlement Agreement does
3 not, however, set forth *how* the currently approved tracker and pass back
4 mechanisms will continue being implemented. These approved tax related tracker
5 mechanisms have been thoroughly reviewed by the OUCC and approved by the
6 Commission. Moving these trackers to the TAR should not change how these
7 trackers are applied or the amount charged to each customer class. The Settlement
8 Agreement is not in the public interest if the pass back mechanisms do not continue
9 to be charged or credited to the same customer classes and in the same manner as
10 they are currently charged or credited through the TDSIC and CECA trackers.

B. State EADIT

11 **Q: How does the Settlement Agreement address passing back state excess**
12 **accumulated deferred income taxes?**

13 A: The Settling Parties agreed to create a new pass back mechanism for state EADIT
14 to be amortized over a three-year period.⁵ However, the mechanism does not
15 require CEI South to provide any post-order compliance reporting reflecting the
16 amounts to be refunded to customers or to certify all monies were refunded to
17 customers, as I recommended in my March 12, 2024 testimony.

18 **Q: What specific post-order compliance reporting did you recommend for state**
19 **EADIT customer refunds?**

20 A: First, I recommended CEI South be required to provide a report showing the growth
21 of this liability by year from 2011 to the date CEI South begins refunding this

⁴ Public's Exhibit No. 6, page 5, lines 1 – 4.

⁵ Settlement Agreement, paragraph 4.b. at 14.

1 liability, to be due within three months of the final order in this case. Second, I
2 recommended that once all monies have been refunded to customers, CEI South be
3 required to certify all monies owed to customers have been paid and identify the
4 aggregate amount refunded to customers in each year.⁶

5 **Q: Did CEI South respond to your recommended post-order compliance filings**
6 **in its settlement or rebuttal testimony?**

7 A: No. CEI South did not respond to my recommendations regarding post-order
8 compliance filings.

9 **Q: With respect to the State EADIT refunds, do you consider the Settlement**
10 **Agreement to be in the public interest?**

11 A: No, because the Settlement Agreement does not provide for the post-order
12 compliance filings I recommended. My recommended reporting requirements are
13 essential to ensure the refund process will be transparent and allow verification of
14 compliance with the Order. Lacking that, the Settlement Agreement is deficient in
15 addressing the State EADIT refunds and, therefore, not in the public interest.

C. Corporate Alternative Minimum Tax

16 **Q: What does the Settlement Agreement provide regarding the proposed tracker**
17 **to address the potential effect of the CAMT between rate cases?**

18 A: The Settlement Agreement provides that CEI South will withdraw its request to
19 include future CAMT effects in the TAR.⁷ This is in line with the recommendations
20 in my direct testimony. Withdrawal of the requested tracker is in the public interest.

⁶ Public's Exhibit No. 6, page 7, line 14 through page 8, line 6.

⁷ Settlement Agreement, paragraph 7.b. at 16.

IV. IMPLEMENTATION OF PHASED RATE INCREASES

1 **Q: What did CEI South propose for implementation of phased rate increases?**

2 A: CEI South originally proposed to implement its proposed rate increase in three
3 phases, with Phase 1 to be implemented prior to the start of its forward-looking test
4 year, Phase 2 to be implemented January 1, 2025, and Phase 3 to be implemented
5 on January 1, 2026. CEI South also proposed several potential interim rate increases
6 to occur during its forward-looking test year to reflect completion and inclusion in
7 rate base for the Posey Solar project and the CT projects.

8 **Q: What does the Settlement Agreement provide with respect to the number of**
9 **phased rate increases?**

10 A: The Settling Parties agreed to eliminate CEI South's proposed Phase 1 rate increase,
11 agreeing that CEI South will, instead, increase its base rates and charges in two
12 steps. Phase 1 rates will now be implemented on or about March 1, 2025, and will
13 be based on the agreed revenue requirement, as adjusted, to reflect the actual capital
14 structure and rate base as of December 31, 2024, subject to the rate base cap. Phase
15 2 rates will be implemented on or about March 1, 2026, and will be based on the
16 agreed revenue requirement, as adjusted, to reflect the actual capital structure and
17 rate base as of December 31, 2025, subject to the rate base cap.⁸ The Settling Parties
18 also agreed CEI South should be authorized to implement interim rate increases
19 after the Posey Solar and the CT Projects are placed in service based upon projected
20 in-service dates of May 2025 (Posey) and July 2025 (CT Projects).⁹

⁸ Settlement Agreement, paragraphs B.1.a, and B.1.b, at 8 – 10.

⁹ Settlement Agreement, paragraph B.1.c, at 10.

1 **Q: What does the Settlement Agreement provide regarding the implementation**
2 **process for phased rate increases?**

3 A: The Settlement Agreement provides that upon the effective date of the
4 Commission's approval of each compliance filing, Phase 1 rates will go into effect
5 after the beginning of the test year, and Phase 2 rates will go into effect after the
6 end of the test year. These rates will be implemented on an interim-subject-to-
7 refund basis pending a 60-day period for the parties to submit objections to each
8 compliance filing. Each compliance filing will include a certification of the actual
9 utility plant in service and actual capital structure for the applicable phase. The
10 compliance filing will calculate rates for the applicable phase based upon these
11 certifications, subject to the Net Original Cost Rate Base cap.¹⁰

12 **Q: Do you have any concerns or issues with the agreed implementation process?**

13 A: Yes. While I generally accept the process the Settling Parties agreed to, CEI South
14 should provide additional information so the Commission, the OUCC, and other
15 parties to this case may conduct a meaningful review of the compliance filing to
16 ensure compliance with the Commission's Order. The implementation process
17 should also address changes in CEI South's revenue requirement to the extent CEI
18 South does not actually invest what it forecasted would be invested in rate base.

19 **Q: What additional information did you recommend CEI South provide in its**
20 **Phase 1 and Phase 2 compliance filings?**

21 A: In addition to the information the Settling Parties agreed should be included, I
22 recommended the following additional supporting information be submitted with
23 CEI South's compliance filing:

¹⁰ Settlement Agreement, paragraphs B.1.a, and B.1.b, at 8 – 10.

- 1 (1) Actual rate base by component as of December 31, 2024 (Phase 1) and
2 December 31, 2025 (Phase 2), in a format similar to that of Exhibit No.
3 20, Schedule B-1.1 and comparing actuals to CEI South's applicable
4 forecast. Any variances between actuals and the applicable forecast
5 greater than 10% should be explained.
- 6 (2) Actual utility plant in service balances by FERC Account as of
7 December 31, 2024 (Phase 1) and December 31, 2025 (Phase 2) similar
8 to Exhibit No. 20, Schedule B-2.1.
- 9 (3) Actual accumulated depreciation balances by FERC Account as of
10 December 31, 2024 (Phase 1) and December 31, 2025 (Phase 2) similar
11 to Exhibit No. 20, Schedule B-3.1.
- 12 (4) Actual capital structure by component as of December 31, 2023, in a
13 format similar to that of Exhibit No. 20, Schedule D-1.1, including an
14 updated calculation of weighted average cost of capital for each phase
15 and comparing actuals to the applicable forecast. Any variance between
16 actuals and the applicable forecast greater than 10% should be
17 explained.
- 18 (5) Calculation of rates based on actuals at December 31, 2024 (Phase 1)
19 and December 31, 2025 (Phase 2) as certified.¹¹

20 **Q: Why should CEI South be ordered to include this information in its**
21 **compliance filings?**

22 A: This additional information will assist the Commission and OUCC in reviewing
23 CEI South's actual rate base and capital structure and in explaining material
24 variances between actuals and CEI South's forecasts. While variances are expected,
25 it is important the Commission, the OUCC, and additional interested parties have
26 the information needed to understand the underlying causes for material variances.
27 This information will also inform the Commission and other parties to evaluate the
28 reliability of CEI South's forecasting process.

¹¹ Public's Exhibit No. 6, at 27.

1 **Q: What additional changes to the revenue requirement should be addressed by**
2 **the Commission's Order and CEI South's compliance filings?**

3 A: As I discussed in my March 12, 2024 testimony, there generally are no operating
4 expense adjustments made to *pro forma* net operating income. However, it may be
5 necessary to adjust *pro forma* net operating income if a utility does not actually
6 invest as much as the utility forecasted it would invest in rate base. In this situation,
7 adjustments to depreciation expense, property tax expense, and associated income
8 tax expense may be warranted to prevent CEI South from recovering expenses that
9 are based on projected investments it did not make by the end of the forward-
10 looking test year.¹²

V. RATE REQUEST PRESENTATION –
ISSUES AND CONCERNS

11 **Q: Does the Settlement Agreement address the concerns and issues raised in your**
12 **direct testimony regarding deficiencies in CEI South's case-in-chief?**

13 A: No. Nothing in the Settlement Agreement addresses the lack of transparency or the
14 incompleteness of CEI South's case-in-chief.

15 **Q: How was CEI South's case-in-chief incomplete and/or not transparent?**

16 A: In my March 12, 2024 testimony, I described the difficulties the OUCC
17 encountered with the presentation of CEI South's revenue requirements and
18 schedules as presented in Petitioner's Exhibit No. 20, CEI South's Financial
19 Exhibit.¹³ I explained how the financial model provided was deficient and how that
20 thwarted a thorough and comprehensive review. I also identified material

¹² Public's Exhibit No. 6, at 24.

¹³ Public's Exhibit No. 6, at 29.

1 deficiencies in CEI South's revenue requirement model (Exhibit No. 20). Most of
2 the inputs to the schedules and workpapers CEI South provided were hard-coded
3 entries with no indication how the amount was calculated and the source of the
4 amount. The model did not identify a "starting point" for CEI South's forecast, and
5 it did not reveal all the adjustments CEI South made to calculate the revenues and
6 expenses it projected. This was true for all three originally proposed phases.¹⁴

7 **Q: Did CEI South's financial model include the entire forecast?**

8 A: No. CEI South's financial projection model (Exhibit No. 20) did not start with the
9 base period identified in its case-in-chief. Rather, CEI South's financial projection
10 model began with hard-coded amounts identified as "unadjusted test year."
11 Moreover, the determination or source of these amounts was not disclosed in the
12 model and was not provided by CEI South in response to discovery questions.
13 Rather, CEI South responded that the unadjusted test year values are the output of
14 a report generated by its accounting system and that there were no formulas or
15 spreadsheets that pulled together the various inputs to create the unadjusted test
16 year forecast amounts.¹⁵ CEI South never disclosed the assumptions or inputs used
17 to generate the unadjusted test year amounts.¹⁶

18 **Q: What was CEI South's response to the issues you raised about CEI South's**
19 **transparency and the lack of crucial components in its case-in-chief?**

20 A: In her rebuttal testimony, CEI South witness Chrissy M. Behme stated there are
21 hard-coded numbers in its revenue requirement model "[b]ecause the revenue

¹⁴ Public's Exhibit No. 6, at 29.

¹⁵ Public's Exhibit No. 6, Attachment MAS-8.

¹⁶ Public's Exhibit No. 6, at 29 – 30.

1 requirement model must start with a hard coded number.”¹⁷ In responding to my
2 criticism that underlying information was not available, she added a further
3 explanation underscoring the lack of transparency in CEI South’s presentation:

Even if a model were so detailed as to identify each and every expenditure, employee, customer – it will still ultimately begin with a hard-coded number. The revenue requirement model is populated with data pulled directly from CEI South’s computer data system. If you want to look further than the detail that is provided in the model, you need to look in the computer. In other words, you run queries, pull invoices.¹⁸

4 **Q: How do you respond to Ms. Behme’s suggestion that the obstacles you**
5 **described could have been avoided by a site visit?**

6 A: If this perspective is genuine, it shows a lack of understanding of the issues I raised
7 and the extraordinary amount of time and effort required to evaluate a large utility’s
8 revenue requirement, particularly when it involves a forward-looking test year. Ms.
9 Behme alleges a site visit would have addressed the OUCC’s concerns as the
10 OUCC “would have had guided access to the computer system with assistance from
11 CEI South personnel, could have run the queries it wanted to run, and could have
12 chased any hard-coded figure in the revenue requirement model back to any and all
13 source data.”¹⁹

14 However, what we were seeking was an understanding of how the hard
15 coded numbers were developed, and the basis for them as the “beginning” of the
16 model. This understanding was of the nature of the model itself, and would not have

¹⁷ Petitioner’s Exhibit No. 2-R, at 29.

¹⁸ Petitioner’s Exhibit No. 2-R, at 29 – 30.

¹⁹ *Id.*

1 been addressed in a site visit and having “guided access” to the invoices behind a
2 specific hard coded number.

3 **Q: How do you respond to Ms. Behme’s assertions regarding hard-coded**
4 **numbers and the presentation of its financial model?**

5 A: CEI South never meaningfully explained or revealed the actual basis for its forecast
6 and persisted in the refrain that this was the result of a computer program or
7 analysis. CEI South did not address those hard-coded numbers in its workpapers
8 and schedules that were *not* included in its unadjusted test year numbers. CEI South
9 appears to have proceeded under the assumption that the OUCC and other
10 reviewing parties should, instead, depend on the discovery process to glean what
11 they can from hard-coded numbers.

12 **Q: Does CEI South’s presentation of its financial model comport with how other**
13 **utilities have presented their forward-looking test year financial models?**

14 A: No. Based on my experience, CEI South’s financial model is an “outlier.” CEI
15 South did not present much of the information available in the financial models of
16 other utilities who have filed forward-looking test year rate cases. CEI South’s
17 financial model includes far more hard-coded entries and lacks specific information
18 on each rate phase it proposed. CEI South’s financial model does not start with the
19 end of the base period and does not appear to incorporate any company budgets or
20 forecasts, as other utility’s models have done. An example of a financial model that
21 provides most of the information necessary to review a utility’s forward-looking
22 test year forecast is the financial model provided by Indiana American Water
23 Company in Cause No. 45870.

1 **Q: Is Ms. Behme correct that the OUCC has changed its practice with respect to**
2 **conducting an on-site accounting review?**

3 A: No. The OUCC conducts on-site visits when the situation warrants and will
4 facilitate efficient review. The ability of utilities to provide supporting
5 documentation has come a long way in the two decades since the NARUC Rate
6 Case and Audit Manual was prepared (2003). Invoices and supporting
7 documentation can now easily be provided via email or through file sharing sites.
8 Also, with the advent of teleconferencing, face-to-face meetings can be held
9 without spending time traveling or incurring the additional costs this can entail. But
10 with the implementation of Ind. Code § 8-1-2-42.7, rate cases have become more
11 complicated and additional statutory time constraints have been enacted,
12 necessitating the use of more efficient methods when conducting our review and
13 analysis. Not conducting a physical on-site visit does not mean a sub-par review or
14 case analysis has been performed.

15 **Q: Why is accepting the return on equity (“ROE”) agreed upon in the Settlement**
16 **Agreement not in the public interest?**

17 A: The OUCC recommended a reduction in CEI South's authorized ROE, in part, on
18 the difficulties with CEI South's filing I described above.²⁰ The Settling Parties'
19 agreed ROE enables CEI South to avoid accountability for its lack of transparency
20 and cooperation in this case . CEI South's financial model did not show
21 transparency in a manner expected of applicants for a rate increase. Accordingly,
22 CEI South should be incentivized, and ratepayers should be recompensed, with a

²⁰ Public's Exhibit No. 1, at 2; Public's Exhibit No. 5, at 15.

1 lower authorized return on equity to address CEI South's obstreperous behavior
2 and foster transparency.

VI. RECOMMENDATIONS

3 **Q: Please summarize your recommendations for the Commission.**

4 A: I recommend the Commission make the findings necessary to implement the
5 recommendations I proposed in my March 12, 2024, testimony.

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

7 A: Yes.

AFFIRMATION

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



Margaret A. Stull
Chief Technical Advisor
Indiana Office of Utility Consumer
Counselor
Cause No. 45990

07-19-2024
Date

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing has been served upon the following counsel of record in the captioned proceeding by electronic service on July 19, 2024.

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