

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF COMMUNITY UTILITIES OF)
INDIANA, INC. FOR APPROVAL OF (A) A)
NEW DISTRIBUTION SYSTEM)
IMPROVEMENT CHARGE (“DSIC”))
PURSUANT TO IND. CODE CHAP. 8-1-31; (B))
A NEW RATE SCHEDULE REFLECTING)
THE DSIC; AND (C) INCLUSION OF THE)
COST OF ELIGIBLE DISTRIBUTION)
SYSTEM IMPROVEMENTS IN ITS DSIC)

CAUSE NO. 45998 DSIC 1

**PETITIONER’S SUBMISSION OF SETTLEMENT AND REBUTTAL TESTIMONY OF
ANDREW W. DICKSON**

Community Utilities of Indiana Inc. (“CUII”, “Company”, or “Petitioner”), by counsel,
hereby submits the settlement and rebuttal testimony and attachments of Andrew W. Dickson.

Respectfully submitted,



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ATTORNEY FOR
COMMUNITY UTILITIES OF INDIANA, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this 14th day of February, 2024, by email transmission, hand delivery or United States Mail, first class, postage prepaid to:

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ATTORNEY FOR
COMMUNITY UTILITIES OF INDIANA, INC.

PETITIONER'S EXHIBIT 1-R

COMMUNITY UTILITIES OF INDIANA INC.

CAUSE NUMBER 45998 DSIC-1

SETTLEMENT AND REBUTTAL TESTIMONY

OF

ANDREW DICKSON

ON

PROPOSED WATER DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

SPONSORING PETITIONER'S ATTACHMENTS AWD-1R THROUGH AWD-3R

1 **I. INTRODUCTION**

2 **Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A1. My name is Andrew Dickson, and my business address is 500 West Monroe, Suite 3600,
4 Chicago, Illinois 60661.

5 **Q2. ARE YOU THE SAME ANDREW DICKSON THAT SUBMITTED DIRECT**
6 **TESTIMONY IN THIS CAUSE?**

7 A2. Yes, I am.

8 **II. PURPOSE OF TESTIMONY**

9 **Q3. WHAT IS THE PURPOSE OF YOUR SETTLEMENT AND REBUTTAL**
10 **TESTIMONY IN THIS PROCEEDING?**

11 A3. My testimony supports the reasonableness of the Settlement Agreement between CUII and
12 the OUCC, explains the terms of the Settlement Agreement, and supports why the
13 Settlement Agreement should be found in the public interest and approved by the
14 Commission. My testimony also responds to the testimony of Mr. Cleveland filed on
15 behalf of intervenor Lake of the Four Seasons Property Owner's Association ("LOFS").

16 **Q4. ARE YOU SPONSORING ANY ATTACHMENTS WITH YOUR SETTLEMENT**
17 **AND REBUTTAL TESTIMONY?**

18 A4. Yes, I am. I, along with OUCC witness Jason Compton, am co-sponsoring Settling Parties'
19 Joint Exhibit 1, which is a copy of the Settlement Agreement. I am also sponsoring the
20 following attachments:

1 - **Attachment AWD-1R**, which is a copy of the project cost details for project 2022288,
2 CUII's 2023/24 AMR replacement project, to substantiate CUII's updated forecast for total
3 meter replacement throughout its service territories;

4 - **Attachment AWD-2R**, which contains every invoice included in project 2022288 to-
5 date, further substantiating the costs provided in Attachment AWD-1R;

6 - **Attachment AWD-3R**, which provides the calculation of the updated DSIC factor
7 resulting from the Settlement Agreement.

8 These attachments were prepared or assembled by me or under my direction and
9 supervision.

10 **III. TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT**

11 **Q5. PLEASE GENERALLY DESCRIBE THE SETTLEMENT AGREEMENT.**

12 A5. The testimony presented by the OUCC suggested that there were a number of discrete
13 issues being contested by the OUCC in this proceeding. While LOFS' testimony
14 recommended a complete disallowance of the DSIC, the Company nonetheless believed it
15 reasonable and appropriate to engage in discussions with both parties to determine whether
16 the parties could find an agreeable path forward resolving all issues raised in this
17 proceeding. Based on those discussions, CUII and the OUCC were able to arrive at the
18 compromise resolution reflected in the Settlement Agreement.

19 **Q6. PLEASE DISCUSS SECTIONS I.1 AND I.2 OF THE SETTLEMENT**
20 **AGREEMENT.**

21 A6. These provisions reflect CUII's acceptance of the OUCC's removal of \$50,684 in
22 incidental main break investments and associated retirements (\$959), as well as OUCC's

1 proposed removal of \$4,602 in incidental investments in net general ledger additions to
2 service lines. Incidental investments in mains and service lines are an important part of
3 retaining and improving the level of service we are providing to customers. While CUII
4 maintains these investments were reasonable and necessary for utility service, CUII is
5 willing to remove them from the calculation of the DSIC for purposes of settlement. This
6 reasonably resolves the concerns expressed by the OUCC regarding these items.

7 **Q7. PLEASE DISCUSS SECTIONS I.3 AND I.4 OF THE SETTLEMENT**
8 **AGREEMENT.**

9 A7. Section I.3 states that CUII accepts OUCC's proposed limit of 10% of meter replacement
10 costs in this DSIC, and that the OUCC agrees that for purposes of this DSIC that cost is to
11 be \$161,168. Section I.4 accepts the OUCC's averaging of 10% of the past 10% meter
12 retirements, totaling (\$38,169). This resolution is a significant compromise from CUII's
13 as-filed position, which reflected inclusion of actual meter replacement costs incurred by
14 CUII totaling \$776,823.

15 In its testimony, the OUCC expressed concern that CUII had not justified the increase in
16 forecasted meter replacement costs from the forecast presented in CUII's last rate case.
17 CUII disagreed with that concern, noting that it had provided substantial evidence that its
18 meter replacement cost will exceed the approximately \$1.2 million cost identified in Cause
19 No. 45651, including the following table from my direct testimony:

	Description	Project No.	Actuals to-date	Forecast	Total
	2021 AMR Installations	2021049	\$505,941.74	-	\$505,941.74
	2022 AMR Installations	2022168	519,820.64	-	519,820.64
	2023/2024 AMR Installations	2022288	508,522.34	77,395.05	585,917.39
	Total Replacement Cost				\$1,611,679.77
1	10% of Total Replacement Cost				<u>\$161,167.98</u>

2 Since the original forecast presented in CUII's rate case, CUII has replaced approximately
3 two-thirds of its meters and has actual meter replacement costs through 2023. As shown
4 in Attachment AWD-1R, the project cost details for CUII's 2023/24 meter installations
5 total \$532,269 to-date (updated from the \$508,522.34 actuals presented in direct testimony
6 and shown in the table above). As can be seen from these combined sources, the total cost
7 of replacement has already exceeded the \$1,244,700 forecasted in Cause No. 45651, and
8 is fully substantiated by project cost details and invoices. Invoices that substantiate these
9 costs for project 2022288 have been included in Attachment AWD-2R. Although CUII's
10 actual costs for meter replacement now exceed \$1.55 million and are expected to be higher
11 than the \$1.6 million total presented in CUII's case-in-chief, for purposes of settlement
12 CUII was willing to accept inclusion of 10% of CUII's meter replacement costs at the cost
13 of \$161,167.98 presented in CUII's case-in-chief.

14 **Q8. DOES CUII ACCEPT THE OUCC'S RECOMMENDATION TO PROVIDE UP-**
15 **TO-DATE WATER MAIN INVENTORY IN ITS ANNUAL REPORTS?**

16 A8. Yes. Section I.6 of the Settlement Agreement reflects CUII's agreement to provide up-to-
17 date water main inventory information in its annual reports filed with the Commission.

18 **Q9. DID THE SETTLING PARTIES REACH AGREEMENT ON THE FORMAT FOR**
19 **FUTURE DSIC FILINGS?**

1 A9. Yes. CUII worked diligently to provide the OUCC with all requested information in this
2 DSIC. That said, CUII recognizes that the process could be improved going forward. As
3 set forth in Section I.7 of the Settlement Agreement, CUII agrees to discuss the format for
4 future DSIC filings with the OUCC prior to filing or, in the alternative, follow the
5 framework set forth in OUCC witness Parks' testimony. This provides a reasonable path
6 forward for future DSIC filings.

7 **Q10. PLEASE RESPOND TO OUCC WITNESS PARKS' RECOMMENDATION TO**
8 **INVESTIGATE FIVE SERVICE LINE REPLACEMENTS NO LATER THAN**
9 **CUII'S NEXT RATE CASE.**

10 A10. CUII agrees to this recommendation, as reflected in Section I.8 of the Settlement
11 Agreement. CUII has already begun the investigation and the preliminary findings confirm
12 that the three addresses on Hidden Valley Drive were not replaced as originally indicated
13 in a discovery response to the OUCC. CUII will continue its investigation and provide an
14 update in its next rate case.

15 **Q11. HAVE YOU RECALCULATED THE DSIC FACTOR RESULTING FROM THE**
16 **SETTLEMENT AGREEMENT?**

17 A11. Yes. As reflected in Attachment AWD-3R and stated in Section I.5 of the Settlement
18 Agreement, the resulting monthly DSIC factor is \$0.67 per 5/8" meter. This is a substantial
19 decrease from the \$1.47 factor presented in CUII's case-in-chief, and reasonably addresses
20 the rate impact concerns raised in the testimony of the other parties.

21 **Q12. IN YOUR OPINION, IS COMMISSION APPROVAL OF THE SETTLEMENT**
22 **AGREEMENT IN THE PUBLIC INTEREST?**

1 A12. Yes. Settlement is a reasonable means of resolving a proceeding in a manner that is fair
2 and balanced to all concerned. Taken as a whole, the Settlement Agreement represents the
3 result of good faith, arms' length negotiations of the conceptual framework and details of
4 the Settlement Agreement. Experts were involved with legal counsel and substantial time
5 was devoted to the settlement discussions. While LOFS ultimately decided not to join the
6 Settlement Agreement, LOFS was included in settlement negotiations. I further respond
7 to the LOFS testimony below.

8 In my opinion, the Settlement Agreement is in the public interest because it reasonably
9 addresses the concerns raised in this proceeding and provides a balanced, cooperative
10 outcome of the issues in this Cause. As noted above, the Settlement Agreement contains
11 substantial concessions made by CUII in the spirit of cooperation and negotiation.
12 Approval of the Settlement Agreement will allow CUII to continue to make investments
13 necessary for the provision of reasonable and adequate service to its customers, while
14 mitigating the rate impact of the associated investments. The Settlement Agreement
15 provides certainty going forward and provides a reasonable framework for future DSIC
16 filings. CUII requests the Commission approve the Settlement Agreement in its entirety.

17 **IV. RESPONSE TO LOFS WITNESS CLEVELAND**

18 **Q13. DOES CUII AGREE MR. CLEVELAND'S CHARACTERIZATION (PP. 3-4) OF**
19 **CUII'S HISTORICAL RATE CHANGES?**

20 A13. No. As an initial point, CUII's historical rate changes do not impact the reasonableness of
21 the investments included in this DSIC filing or the recovery of the associated costs
22 consistent with Indiana law and the Commission's rules. CUII has very intentionally

1 managed its water and sewer systems with customer rates in mind – CUII’s rates are
2 ultimately approved by the Commission, which ensures that CUII’s actions are taken for
3 the net benefit of customers (a prerequisite for appropriate utility management). The
4 regulatory process itself is the assurance that CUII’s rate changes have been authorized
5 based on evidenced, appropriate costs incurred by CUII. The same is true of CUII’s DSIC
6 investments – CUII is not proposing any new projects or undiscussed projects in this cause.
7 Rather, CUII has included projects for which the Commission has already authorized some
8 level of recovery, and has provided evidence to the changed cost of those projects and
9 efforts. CUII also provided further evidence regarding its meter replacements that it feels
10 further justifies their replacement (such as the meter testing data that shows that not only
11 meter heads failed, but also meter bodies), and has reached agreement with the OUCC as
12 to the appropriate level of expenses and investment to reflect in DSIC rates. As explained
13 in greater detail by CUII witness Webb in his rebuttal testimony, CUII has refuted Mr.
14 Cleveland’s speculation that CUII’s meter replacements are driven by a decision by its
15 corporate parent and shown that CUII’s parent company’s arrangement with Neptune
16 meters exists to produce savings for customers via less expensive asset replacement costs
17 by CUII. CUII’s meters failed multiple ways (battery failures within meter heads and flow
18 test failures for the majority of CUII's meters that it has tested so far, which is over 80% of
19 its total meters). There is no question that CUII’s meters needed to be replaced, and CUII
20 has taken action to mitigate the financial impact to customers while mitigating service
21 interruption.

22 Mr. Cleveland’s position that CUII should not recover costs incurred making a reasonable,
23 necessary investment in replacement meters is not founded in fairness or logic.

1 **Q14. DOES CUII AGREE WITH MR. CLEVELAND'S STATEMENT (P. 5) THAT**
2 **"NOW, CUII CLAIMS THE TOTAL COST OF THE METER REPLACEMENTS**
3 **IS OVER \$1.6 MILLION"?**

4 A14. No. CUII is not 'claiming' this – CUII knows this due to known, measurable, supported,
5 and reported costs to replace its meters. Of the total \$1,611,679.77 that CUII has identified
6 in this Cause as the total cost to replace its meters, only \$53,468 remains forecasted as
7 shown in Attachment AD-1R – the rest of these costs have already been incurred and are
8 serving customers, today. Mr. Cleveland's language implies some level of uncertainty –
9 CUII has no uncertainty about costs it has already incurred to replace meters.

10 **Q15. DOES CUII AGREE WITH MR. CLEVELAND'S STATEMENT (PP. 5-6) THAT**
11 **"WATER METERS ARE TYPICALLY REPLACED ON AN ON-GOING BASIS**
12 **BY UTILITIES. RATHER THAN A SYSTEM WIDE OVERHAUL OF METERS,**
13 **A PERIODIC METER REPLACEMENT PROGRAM CREATES A CYCLE IN**
14 **WHICH A PORTION OF THE METERS ARE UPDATED EVERY YEAR, WHICH**
15 **ALLOWS THE UTILITY TO MAINTAIN METERING AND BILLING IN AN**
16 **ACCURATE MANNER WHILE ALLOCATING THESE COSTS ACROSS**
17 **SEVERAL YEARS. INSTEAD, CUII'S SYSTEM-WIDE METER**
18 **REPLACEMENTS, WHICH WERE DONE IN BULK OVER A SHORT PERIOD,**
19 **COMES AT TREMENDOUS COST."?**

20 A15. Mr. Cleveland's testimony lacks nuance. Our experience as utility professionals is that
21 meters are typically replaced on an "as-needed" basis, rather than on an "on-going" basis.
22 Meter infrastructure should be replaced when appropriate to maintain continuity of service,

1 not by some arbitrary clock that may or may not match the true life cycle for an individual
2 meter. This is why 170 IAC 6-1-10 prescribes a 10-year testing life cycle, not a 10-year
3 replacement for meters; meters can and do last for longer than 10 years (and for shorter, as
4 experienced by CUII), but the Commission has deemed it appropriate to check in on meters
5 on or before the 10-year mark to ensure those assets are still functioning properly. CUII's
6 replacement of meters largely coincides with this 10-year mark, as its previous meter
7 installations were completed circa 2013. At this point, those installations have been in
8 service longer than 10 years. Meters did indeed begin failing before this 10-year point,
9 necessitating replacement. However, it is unreasonable to believe that an "on-going" basis
10 for meter replacement is superior to an "as-needed" approach. CUII expects its new meter
11 installations to last longer than 10 years, and regardless will comply with the testing
12 requirements in 170 IAC 6-1-10, as laid out in its asset tracking plan for water meters, to
13 help manage its meter assets before and at that 10-year mark.

14 Mr. Cleveland goes on (p. 6) to criticize CUII for not taking advantage of the warranty it
15 had with Master meter. CUII provided significant testimony about the warranty in Cause
16 No. 45651, and new evidence has been introduced in this Cause regarding the nature of
17 CUII's meter failures: there was minimal warranty available to CUII, and CUII did avail
18 itself of that warranty for some of its Master meters (such as the 200 that CUII plans to
19 keep on-hand for urgent meter needs), but this warranty simply replaced meter heads for
20 failed batteries. Over half of CUII's meters have since failed their flow tests, meaning the
21 meter body had failed as well. The warranty has expired as of the 10-year mark, and the
22 remediation available to CUII through the Master Meter warranty was insufficient to bring

1 those Master Meters back to a level acceptable to be placed back in service, leaving
2 replacement as the only viable resolution.

3 **Q16. DOES CUII AGREE WITH MR. CLEVELAND'S STATEMENT (P. 8) THAT**
4 **"THE COMMISSION IS NOT REQUIRED TO APPROVE COST RECOVERY OF**
5 **INVESTMENTS THAT ARE IMPRUDENT"?**

6 A16. Yes, it does. However, the Commission has not found CUII's meter replacements to be
7 imprudent, as Mr. Cleveland intimates. The IURC has already ordered partial recovery of
8 CUII's replacement costs for meters. CUII's request in this Cause was for recovery of the
9 rest of CUII's replacement costs in light of new evidence regarding rampant flow test
10 failures throughout CUII's meters, in addition to the meter head (battery) failures discussed
11 at length in Cause No. 45651. CUII has subsequently discussed this issue with the OUCC
12 and LOFS and arrived at a reasonable compromise that allows for recognition of 10% of
13 the meter replacements through this DSIC filing. CUII has provided extensive supporting
14 information both in its filing and through discovery and is willing to provide any additional
15 information that the Commission would like to ascertain the prudence of CUII's meter
16 replacements. Mr. Cleveland's conclusion that we have "not demonstrated that its AMR
17 replacement program is necessary, prudent, or that it conducted due diligence to confirm
18 that the replacements were the least expensive alternative to repairing or seeking warranty
19 coverage for meters that still have useful life" is not founded in fact.

20 **Q17. DOES THIS CONCLUDE YOUR PREPARED DIRECT TESTIMONY?**

21 A17. Yes, it does.

VERIFICATION

I, Andrew Dickson, FP&A Manager for Community Utilities of Indiana Inc., affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Dated: February 14, 2024

A handwritten signature in black ink, appearing to read "Andrew Dickson", written in a cursive style.

Andrew Dickson

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

**PETITION OF COMMUNITY UTILITIES OF)
INDIANA, INC. FOR APPROVAL OF (A) A)
NEW DISTRIBUTION SYSTEM) CAUSE NO. 45998 DSIC 1
IMPROVEMENT CHARGE (“DSIC”))
PURSUANT TO IND. CODE CHAP. 8-1-31; (B) A)
NEW RATE SCHEDULE REFLECTING THE)
DSIC; AND (C) INCLUSION OF THE COST OF)
ELIGIBLE DISTRIBUTION SYSTEM)
IMPROVEMENTS IN ITS DSIC)**

STIPULATION AND SETTLEMENT AGREEMENT

Community Utilities of Indiana Inc. (“CUII”) and the Office of Utility Consumer Counselor (“OUCC”), (collectively the “Settling Parties”), solely for purposes of compromise and settlement, stipulate and agree that the terms and conditions set forth below represent a fair, just and reasonable resolution of the matters set forth below, subject to their incorporation by the Indiana Utility Regulatory Commission (“IURC” or “Commission”) into a final, non-appealable order (“Final Order”) without modification or further condition that may be unacceptable to any Settling Party. If the Commission does not approve this Stipulation and Settlement Agreement (“Settlement Agreement”), in its entirety, the entire Settlement Agreement shall be null and void and deemed withdrawn, unless otherwise agreed to in writing by the Settling Parties.

I. TERMS AND CONDITIONS.

1. CUII accepts OUCC witness Compton’s removal of \$50,684 in incidental main break investments and associated retirements (\$959).
2. CUII accepts OUCC witness Compton’s removal of \$4,602 in incidental investments in net general ledger additions to service lines – no retirements removed because there were no retirements associated with this work.

3. CUII accepts OUCC's proposed limit of 10% of meter replacement costs in this DSIC. OUCC agrees that for purposes of this DSIC that cost is to be \$161,168. (It is agreed this 10% applies to the first 12-month period following 12-months of Phase II rates.) In entering into this stipulation, the OUCC is not waiving its ability to raise any position as to cost with respect to subsequent DSICs or whether the entire \$161,168 should be placed in rate base in CUII's next rate case.

4. CUII accepts OUCC witness Compton's averaging of 10% of the past 10% meter retirements, at (\$38,169).

5. The Settling Parties agree that the resulting monthly DSIC factor is \$0.67 per 5/8" meter (as opposed to \$1.47 in CUII's case-in-chief and the OUCC's testimonial position of \$0.61).

6. CUII accepts OUCC witness Parks' recommendation to provide up-to-date water main inventory in its IURC annual reports.

7. CUII agrees to discuss the format for future DSIC filings with OUCC prior to filing or, in the alternative, follow the framework set forth in OUCC witness Parks' testimony.

8. CUII accepts OUCC witness Parks' recommendation to investigate the five service line replacements discussed in his testimony no later than CUII's next rate case.

9. OUCC agrees to strike the portion of the pre-filed testimony of OUCC witness Willoughby beginning on Page 6, heading "III. Other Concerns" through Page 8, line 3.

II. PRESENTATION OF THE SETTLEMENT AGREEMENT TO THE COMMISSION.

1. The Settling Parties shall support this Settlement Agreement before the Commission and request that the Commission expeditiously accept and approve the Settlement Agreement.

2. Except as set forth in this Settlement Agreement, the Settling Parties agree each Settling Party shall offer its respective prefiled testimonies as evidence of and in support of the Settlement Agreement and each Settling Party waives any objection and cross-examination of each other's witnesses. The Settling Parties agree the Settlement Agreement is sufficiently supported by evidence submitted by each Settling Party's case-in-chief but that each Settling Party may submit testimony in support of Settlement. The Settling Parties agree that such settlement testimony shall be shared before filing to promote a lack of objection and waiver of cross-examination. The Settling Parties propose to submit this Settlement Agreement and evidence conditionally, and that, if the Commission fails to approve this Settlement Agreement in its entirety without any change or approves it with condition(s) unacceptable to any Settling Party, the Settlement and supporting evidence shall be withdrawn and the Commission will continue to hear this with the proceedings resuming at the point they were suspended by the filing of this Settlement Agreement.

3. A Commission Order approving this Settlement Agreement shall be effective immediately, and the agreements contained herein shall be unconditional, effective and binding on the Settling Parties as an Order of the Commission.

III. EFFECT AND USE OF SETTLEMENT AGREEMENT.

1. It is understood that this Settlement Agreement is reflective of a negotiated settlement and neither the making of this Settlement Agreement nor any of its provisions shall constitute an admission by either Settling Party in this or any other litigation or proceeding except to the extent necessary to implement and enforce its terms. It is also understood that each and

every term of this Settlement Agreement is in consideration and support of each and every other term.

2. Neither the making of this Settlement Agreement (nor the execution of any of the other documents or pleadings required to effectuate the provisions of this Settlement Agreement), nor the provisions thereof, nor the entry by the Commission of a Final Order approving this Settlement Agreement, shall establish any principles or legal precedent applicable to Commission proceedings other than those resolved herein.

3. This Settlement Agreement shall not constitute and shall not be used as precedent by any person or entity in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce this Settlement Agreement.

4. This Settlement Agreement is solely the result of compromise in the settlement process and except as provided herein, is without prejudice to and shall not constitute a waiver of any position that either Settling Party may take with respect to any or all of the items resolved here and in any future regulatory or other proceedings.

5. The Settling Parties submit that evidence in support of this Settlement Agreement constitutes substantial evidence sufficient to support this Settlement Agreement and provides an adequate evidentiary basis upon which the Commission can make any findings of fact and conclusions of law necessary for the approval of this Settlement Agreement, as filed.

6. The communications and discussions during the negotiations and conferences and any materials produced and exchanged concerning this Settlement Agreement all relate to offers of settlement and shall be confidential, without prejudice to the position of either Settling Party, and are not to be used in any manner in connection with any other proceeding or otherwise.

7. The undersigned Settling Parties have represented and agreed that they are fully authorized to execute the Settlement Agreement on behalf of their respective clients, and their successor and assigns, which will be bound thereby.

8. The Settling Parties shall not appeal or seek rehearing, reconsideration or a stay of the Commission Order approving this Settlement Agreement in its entirety and without change or condition(s) acceptable to any Settling Party (or related orders to the extent such orders are specifically implementing the provisions of this Settlement Agreement).

9. The provisions of this Settlement Agreement shall be enforceable by any Settling Party to this agreement first before the Commission by filing a formally docketed case before the full Commission, and thereafter a complaint may be filed in any state court of competent jurisdiction as necessary.

10. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ACCEPTED and AGREED as of the 14th day of February, 2024.

Community Utilities of Indiana Inc.



**INDIANA OFFICE OF UTILITY CONSUMER
COUNSELOR**



By: _____

Daniel M. Le Vay, Deputy Consumer Counselor

Dated: February 14th, 2024

Row Labels	Invoice Number	Sum of Raw Cost in Project Currency
Captive		170,414
Equipment - Projects	1-10741-1433510-296688.IPM_04109346	296,688
Equipment - Projects	2-10741-1433510-3428.64.IPM_04109346	3,429
Interest During Construction		26,770
Labor/Installation - Projects	5-14037-2274-13015.IPM_04622913	13,015
Material - Projects	100-UTILITY SUPPLY COMPANY-288621-1342.52	2,685
Material - Projects	11-10741-1467607-146.92.IPM_05756886	147
Material - Projects	13-10741-1467612-4046.92.IPM_05756879	4,047
Material - Projects	7-10741-1456299-13950.IPM_05262108	13,950
Material - Projects	9-10741-1461104-1084.29.IPM_05450298	1,124
Grand Total		532,269
	Total forecast from direct testimony	585,917
	Remaining forecast	53,648

INVOICE



UTILITY SUPPLY COMPANY

Branch: 02 USC PERU
6310 SOUTH HARDING STREET
INDIANAPOLIS, IN 46217
US

1-317-783-4196

INVOICE	
1433510	
Invoice Date	Page
2/28/2023 10:31:17	1 of 1
ORDER NUMBER	
1439963	

****DIRECT SHIPMENT****

Bill To:

COMMUNITY UTILITIES OF INDIANA, INC.
ATTN: ACCOUNTS PAYABLE
500 W MONROE ST. STE 3600
CHICAGO, IL 60661-3779
US

Attn: ACCOUNTS PAYABLE

Customer ID: 101396

Ship To:

COMMUNITY UTILITIES OF INDIANA, INC.
9201 EAST 123RD AVE
CROWN POINT, IN 46307
US

Ordered By: Ms. TANYA PETERS

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
2023 METERS	Net 30 DAYS	3/30/2023	3/30/2023	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
8/17/2022 15:09:52	1489093	AARON DELONG	BCHRISTIANSEN

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

Customer Note: *****CALL ZACH 1/2 HR OUT ON ALL DELIVERIES 219-252-9228*****

Carrier: PAID, BEST WAY

Tracking #:

1,600.00	1,600.00	0.00	EA		ED2B31RDG3	EA	185.4300	296,688.00
				1.0	METER 5/8X3/4 E R900i INSIDE GALLON	1.0000		
16.00	16.00	0.00	EA		ED2B31RWG3SG89	EA	214.2900	3,428.64
				1.0	METER 5/8X3/4 E R900i PIT GAL 6 FT ANT	1.0000		

Total Lines: 2

SUB-TOTAL: 300,116.64

TAX: 0.00

AMOUNT DUE: 300,116.64

A FINANCE CHARGE computed at a periodic rate of 1 1/2 % per month (18% ANNUAL PERCENTAGE RATE) is applied to PAST DUE ACCOUNTS OVER 30 DAYS.

INVOICE



UTILITY SUPPLY COMPANY

Branch: 02 USC PERU
6310 SOUTH HARDING STREET
INDIANAPOLIS, IN 46217
US

1-317-783-4196

INVOICE	
1433510	
Invoice Date	Page
2/28/2023 10:31:17	1 of 1
ORDER NUMBER	
1439963	

****DIRECT SHIPMENT****

Bill To:

COMMUNITY UTILITIES OF INDIANA, INC.
ATTN: ACCOUNTS PAYABLE
500 W MONROE ST. STE 3600
CHICAGO, IL 60661-3779
US

Attn: ACCOUNTS PAYABLE

Customer ID: 101396

Ship To:

COMMUNITY UTILITIES OF INDIANA, INC.
9201 EAST 123RD AVE
CROWN POINT, IN 46307
US

Ordered By: Ms. TANYA PETERS

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
2023 METERS	Net 30 DAYS	3/30/2023	3/30/2023	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
8/17/2022 15:09:52	1489093	AARON DELONG	BCHRISTIANSEN

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

Customer Note: *****CALL ZACH 1/2 HR OUT ON ALL DELIVERIES 219-252-9228*****

Carrier: PAID, BEST WAY

Tracking #:

Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size	Unit Price	Extended Price
1,600.00	1,600.00	0.00	EA		ED2B31RDG3	EA	185.4300	296,688.00
				1.0	METER 5/8X3/4 E R900i INSIDE GALLON	1.0000		
16.00	16.00	0.00	EA		ED2B31RWG3SG89	EA	214.2900	3,428.64
				1.0	METER 5/8X3/4 E R900i PIT GAL 6 FT ANT	1.0000		

Total Lines: 2

SUB-TOTAL: 300,116.64

TAX: 0.00

AMOUNT DUE: 300,116.64

A FINANCE CHARGE computed at a periodic rate of 1 1/2 % per month (18% ANNUAL PERCENTAGE RATE) is applied to PAST DUE ACCOUNTS OVER 30 DAYS.



Rogers Hydrant Service, Inc.
PO Box 280
655 Hwy 77
Atwood, TN 38220

Invoice

Date	Invoice #
4/6/2023	2274

Bill To
Community Utilities of Indiana 500 W. Monroe St., Ste. 3600 Chicago, IL 60661-3779

P.O. No.	Terms	Project
P91-2205-100615	Net 30	

Description	Rate	Amount
Meter Changes in IWS (Indiana) 27 March 2023 - 4 April 2023 Total meters changed: 137 137 X \$95.00=	13,015.00	13,015.00

Thank you for your business.	Total	\$13,015.00
	Payments/Credits	\$0.00
	Balance Due	\$13,015.00

Phone #	E-mail
731-662-3700	trogers@rogershydrantservice.com

Web Site
www.rogershydrantservice.com

INVOICE



UTILITY SUPPLY COMPANY

Branch: 02 USC PERU
6310 SOUTH HARDING STREET
INDIANAPOLIS, IN 46217
US

1-317-783-4196

INVOICE	
1456299	
Invoice Date	Page
9/15/2023 10:52:54	1 of 1
ORDER NUMBER	
1444962	

Bill To:

COMMUNITY UTILITIES OF INDIANA, INC.
ATTN: ACCOUNTS PAYABLE
500 W MONROE ST. STE 3600
CHICAGO, IL 60661-3779
US

Attn: ACCOUNTS PAYABLE

Customer ID: 101396

Ship To:

COMMUNITY UTILITIES OF INDIANA, INC.
9201 EAST 123RD AVE
CROWN POINT, IN 46307
US

Ordered By: Ms. TANYA PETERS

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
P91-2205-100483	Net 30 DAYS	10/15/2023	10/15/2023	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
10/26/2022 14:29:06	1513247	AARON DELONG	BCHRISTIANSEN

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				

Customer Note: *****CALL ZACH 1/2 HR OUT ON ALL DELIVERIES 219-252-9228*****

Carrier: PAID, BEST WAY

Tracking #:

1.00	1.00	0.00	EA		.13458-000	EA	13,950.0000	13,950.00
				1.0	R900 GATEWAY V4-CELLULAR RF ANTENNA, POWER SUPPLY AND COAX ORDERED SEPERATELY	1.0000		
1.00	1.00	0.00	EA		.13070-100	EA	0.0000	0.00
				1.0	R900 GATEWAY UPS POWER SUPPLY WALL/POLE VERSION	1.0000		
1.00	1.00	0.00	EA		.13146-100	EA	0.0000	0.00
				1.0	R900 GATEWAY RF ANTENNA	1.0000		

Total Lines: 3

SUB-TOTAL: 13,950.00

TAX: 0.00

AMOUNT DUE: 13,950.00

A FINANCE CHARGE computed at a periodic rate of 1 1/2 % per month (18% ANNUAL PERCENTAGE RATE) is applied to PAST DUE ACCOUNTS OVER 30 DAYS.

INVOICE



UTILITY SUPPLY COMPANY

Branch: 02 USC PERU
6310 SOUTH HARDING STREET
INDIANAPOLIS, IN 46217
US

1-317-783-4196

INVOICE	
1461104	
Invoice Date	Page
10/24/2023 16:23:43	1 of 1
ORDER NUMBER	
1472814	

Bill To:

COMMUNITY UTILITIES OF INDIANA, INC.
ATTN: ACCOUNTS PAYABLE
500 W MONROE ST. STE 3600
CHICAGO, IL 60661-3779
US

Attn: ACCOUNTS PAYABLE

Customer ID: 101396

Ship To:

COMMUNITY UTILITIES OF INDIANA, INC.
9201 EAST 123RD AVE
CROWN POINT, IN 46307
US

Ordered By: Mr. ZACH KOPKA

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
P91-2205-100689	Net 30 DAYS	11/23/2023	11/23/2023	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
6/7/2023 12:11:54	1517263	AARON DELONG	MMUNDY

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				
1.00	1.00	0.00	EA		EU2E2G1	EA	1,124.2900	1,124.29
				1.0	2 MACH10 (17 FLANGED) R900i GALLON		1.0000	

Customer Note: *****CALL ZACH 1/2 HR OUT ON ALL DELIVERIES 219-252-9228*****

Carrier: OUR TRUCK

Tracking #:

1.00	1.00	0.00	EA		EU2E2G1	EA	1,124.2900	1,124.29
				1.0	2 MACH10 (17 FLANGED) R900i GALLON		1.0000	

Total Lines: 1

SUB-TOTAL: 1,124.29

TAX: 0.00

AMOUNT DUE: 1,124.29

A FINANCE CHARGE computed at a periodic rate of 1 1/2 % per month (18% ANNUAL PERCENTAGE RATE) is applied to PAST DUE ACCOUNTS OVER 30 DAYS.

INVOICE



UTILITY SUPPLY COMPANY

Branch: 02 USC PERU
6310 SOUTH HARDING STREET
INDIANAPOLIS, IN 46217
US

1-317-783-4196

INVOICE	
1467607	
Invoice Date	Page
12/20/2023 16:14:49	1 of 1
ORDER NUMBER	
1493322	

Bill To:

COMMUNITY UTILITIES OF INDIANA, INC.
ATTN: ACCOUNTS PAYABLE
500 W MONROE ST. STE 3600
CHICAGO, IL 60661-3779
US

Attn: ACCOUNTS PAYABLE

Customer ID: 101396

Ship To:

COMMUNITY UTILITIES OF INDIANA, INC.
9201 EAST 123RD AVE
CROWN POINT, IN 46307
US

Ordered By: Mr. ZACH KOPKA

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
p91-2205-100789	Net 30 DAYS	1/19/2024	1/19/2024	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
12/1/2023 13:29:22	1524940	AARON DELONG	BCHRISTIANSEN

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
1.00	1.00	0.00	EA		.13341-200	EA	146.9200	146.92
				1.0	ENHANCED R900 WALL INTERFACE UNIT	1.0000		

Customer Note: *****CALL ZACH 1/2 HR OUT ON ALL DELIVERIES 219-252-9228*****

Carrier: SALESMAN'S TRUCK

Tracking #:

1.00	1.00	0.00	EA		.13341-200	EA	146.9200	146.92
				1.0	ENHANCED R900 WALL INTERFACE UNIT	1.0000		

Total Lines: 1

SUB-TOTAL: 146.92

TAX: 0.00

AMOUNT DUE: 146.92

A FINANCE CHARGE computed at a periodic rate of 1 1/2 % per month (18% ANNUAL PERCENTAGE RATE) is applied to PAST DUE ACCOUNTS OVER 30 DAYS.

INVOICE



UTILITY SUPPLY COMPANY

Branch: 02 USC PERU
6310 SOUTH HARDING STREET
INDIANAPOLIS, IN 46217
US

1-317-783-4196

INVOICE	
1467612	
Invoice Date	Page
12/20/2023 16:15:58	1 of 1
ORDER NUMBER	
1493322	

Bill To:

COMMUNITY UTILITIES OF INDIANA, INC.
ATTN: ACCOUNTS PAYABLE
500 W MONROE ST. STE 3600
CHICAGO, IL 60661-3779
US

Attn: ACCOUNTS PAYABLE

Customer ID: 101396

Ship To:

COMMUNITY UTILITIES OF INDIANA, INC.
9201 EAST 123RD AVE
CROWN POINT, IN 46307
US

Ordered By: Mr. ZACH KOPKA

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
p91-2205-100789	Net 30 DAYS	1/19/2024	1/19/2024	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
12/1/2023 13:29:22	1526522	AARON DELONG	BCHRISTIANSEN

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

Customer Note: *****CALL ZACH 1/2 HR OUT ON ALL DELIVERIES 219-252-9228*****

Carrier: SALESMAN'S TRUCK

Tracking #:

1.00	1.00	0.00	EA		EU3C1G1SG55	EA	4,046.9200	4,046.92
			1.0		4 C&I MACH10 STANDALONE GALLON (4X14)	1.0000		

Total Lines: 1

SUB-TOTAL: 4,046.92

TAX: 0.00

AMOUNT DUE: 4,046.92

A FINANCE CHARGE computed at a periodic rate of 1 1/2 % per month (18% ANNUAL PERCENTAGE RATE) is applied to PAST DUE ACCOUNTS OVER 30 DAYS.

BILL TO: U0280

UTILITIES INCORPORATED
 WATER SERVICE CORPORATION
 500 W MONROE STE 3600
 CHICAGO IL 60661-3779
 USA

UTILITIES INCORPORATED
 9201 E 123RD AVE
 CROWN POINT IN 46307-9136
 USA

Ordered by: 0032 ZACH KOPKA

Attention: 0032 ZACH KOPKA

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA		
ZKOPKA 3/6	03/06/23	YLI	VISA	INEXEMPT	495097	01	PREPAID	FEDEXGRND		
USA STOCK NO.	DESCRIPTION			ORDERED	SHIPPED	BACKORDER	U/M	PRICE	PER	EXTENSION
205828	BOTTLE HDPE DOT-2E 500ML PK12			1	1	0	PK	100.61	PK	100.61
17656	Meter Gasket Rubber 3/4' (1/8' Thick) 100/pk			30	30	0	PK	40.80	PK	1,224.00

THANK YOU for your business!
 1.5% MONTHLY FINANCE CHARGE
 ON AMOUNTS 30 DAYS PAST DUE
 Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
1,324.61	0.00	0.00	0.00	17.91	1,342.52

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Ensure Proper Credit to Your Account



Paid in full by Credit Card

******IMPORTANT******

Please include this customer #
 on the face of your remittance check.

INVOICE NO.	CUSTOMER NO.	DATE	TOTAL
288621	U0280	03/06/23	1,342.52

UTILITIES INCORPORATED
 WATER SERVICE CORPORATION
 500 W MONROE STE 3600
 CHICAGO IL 60661-3779
 USA

REMITTANCE ADDRESS


 USABlueBook
 P.O. Box 9004
 Gurnee, IL 60031-9004

Community Utilities of Indiana Inc.
DSIC Calculation
As filed December 26, 2023

Petitioner's Attachment AWD-2
Page 1

Line No.	Description	Amount
1	DSIC Additions	\$440,151
2	Less: INDOT Reimbursements (if applicable)	-
3	Less: Retirements	(47,004)
4	Net investor-supplied DSIC Additions	393,148
5	Pre-Tax Rate of Return	9.03%
6	Pre-Tax Return on Additions	35,493
7	Add: Depreciation of DSIC Additions (2% Composite rate)	7,863
8	Total DSIC Revenues for DSIC-4	43,356
9	Projected twelve (12) months meter equivalents	64,589
10	DSIC-4 Rate per 5/8" meter	\$0.67
11	DSIC-4 Rate per 3/4" meter	\$0.67
12	DSIC-4 Rate per 1" meter	\$1.51
13	DSIC-4 Rate per 1.5" meter	\$2.91
14	DSIC-4 Rate per 2" meter	\$4.59
15	DSIC-4 Rate per 3" meter	\$8.52
16	DSIC-4 Rate per 4" meter	\$14.12
17	DSIC-4 Rate per 6" meter	\$28.13
18	Total Water Revenue, Phase II Cause No. 45651	\$4,020,089
19	Percentage Increase (10% limit per IC 8-1-31-13) (Line 9/Line 11)	1.08%