

**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**

**PUBLIC’S EXHIBIT NO. 13**

**TESTIMONY OF APRIL M. PARONISH**

**ON BEHALF OF**

**THE INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR**

**March 12, 2024**

Respectfully submitted,

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

A handwritten signature in blue ink, appearing to read "T. Jason Haas".

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T. Jason Haas, Attorney No. 34983-29

Deputy Consumer Counselor

Adam J. Kashin, Attorney No. 37960-49

Deputy Consumer Counselor

Daniel M. Le Vay, Attorney No. 22184-49

Deputy Consumer Counselor

**OFFICE OF UTILITY CONSUMER COUNSELOR**

115 W. Washington St. Suite 1500 South

Indianapolis, IN 46204

Email: [thaas@oucc.in.gov](mailto:thaas@oucc.in.gov)

[AKashin@oucc.IN.gov](mailto:AKashin@oucc.IN.gov)

[dlevay@oucc.in.gov](mailto:dlevay@oucc.in.gov)

## **CERTIFICATE OF SERVICE**

This is to certify that a copy of the *Public's Exhibit No. 13 – Testimony of April M. Paronish on behalf of the OUCC* has been served upon the following in the captioned proceeding by electronic service on March 12, 2024.

Heather A. Watts  
Jeffery A. Earl  
Alyssa N. Allison  
Kelly M. Beyrer  
Matthew A. Rice  
**CENTERPOINT ENERGY INDIANA SOUTH**  
211 NW Riverside Dr.  
Evansville, Indiana 47708  
Email: [Heather.Watts@centerpointenergy.com](mailto:Heather.Watts@centerpointenergy.com)  
[Jeffery.Earl@centerpointenergy.com](mailto:Jeffery.Earl@centerpointenergy.com)  
[Alyssa.Allison@centerpointenergy.com](mailto:Alyssa.Allison@centerpointenergy.com)  
[Kelly.Beyrer@centerpointenergy.com](mailto:Kelly.Beyrer@centerpointenergy.com)  
[Matt.Rice@centerpointenergy.com](mailto:Matt.Rice@centerpointenergy.com)

Tabitha Balzer  
Todd Richardson  
**CEIS INDUSTRIAL GROUP**  
**LEWIS & KAPPES, P.C.**  
One American Square, Suite 2500  
Indianapolis, IN 46282  
Email: [tbalzer@lewis-kappes.com](mailto:tbalzer@lewis-kappes.com)  
[trichardson@lewis-kappes.com](mailto:trichardson@lewis-kappes.com)  
[atyler@lewis-kappes.com](mailto:atyler@lewis-kappes.com)  
[etennant@lewis-kappes.com](mailto:etennant@lewis-kappes.com)

### **Common Council of the City of Evansville, IN**

Anne E. Becker  
Aaron A. Schmoll  
**LEWIS KAPPES, P.C.**  
One American Square, Suite 2500  
Indianapolis, IN 46282-0003  
Email: [abecker@lewis-kappes.com](mailto:abecker@lewis-kappes.com)  
[aschmoll@lewis-kappes.com](mailto:aschmoll@lewis-kappes.com)

Nicholas K. Kile  
Hillary J. Close  
Lauren M. Box  
Lauren Aguilar  
**BARNES & THORNBURG LLP**  
11 South Meridian Street  
Indianapolis, Indiana 46204  
Email: [nicholas.kile@btlaw.com](mailto:nicholas.kile@btlaw.com)  
[hillary.close@btlaw.com](mailto:hillary.close@btlaw.com)  
[lauren.box@btlaw.com](mailto:lauren.box@btlaw.com)  
[lauren.aguilar@btlaw.com](mailto:lauren.aguilar@btlaw.com)

Jennifer Washburn  
**CITIZENS ACTION COALITION OF IN, INC.**  
1915 West 18th Street, Suite C  
Indianapolis, Indiana 46202  
Email: [jwashburn@citact.org](mailto:jwashburn@citact.org)  
[rkurtz@citact.org](mailto:rkurtz@citact.org)

### **Courtesy Copy:**

Nikki Gray Shoultz  
**BOSE MCKINNEY & EVANS**  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204  
Email: [Nshoultz@boselaw.com](mailto:Nshoultz@boselaw.com)



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T. Jason Haas  
Deputy Consumer Counselor

**INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR**

115 West Washington Street

Suite 1500 South

Indianapolis, IN 46204

[infomgt@oucc.in.gov](mailto:infomgt@oucc.in.gov)

317/232-2494 – Phone

317/232-5923 – Facsimile

**TESTIMONY OF OUCC WITNESS APRIL M. PARONISH  
CAUSE NO. 45990  
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY D/B/A  
CENTERPOINT ENERGY INDIANA SOUTH**

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

2 A: My name is April M. Paronish, and my business address is 115 West Washington  
3 Street, Suite 1500 South, Indianapolis, Indiana 46204. I am employed as an  
4 Assistant Director in the Indiana Office of Utility Consumer Counselor's  
5 ("OUCC") Electric Division. My education and professional experience are  
6 detailed in Appendix AMP-1 attached to this testimony.

7 **Q: Have you previously testified before the Indiana Utility Regulatory  
8 Commission ("IURC" or "Commission")?**

9 A: Yes. I have testified in several cases before the Commission.

**I. INTRODUCTION**

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

11 A: The purpose of my testimony is to:

- 12 1. Provide background describing CenterPoint Energy Indiana South's ("CEI  
13 South," "CenterPoint," or "Company") request for waiver of 170 IAC 4-1-16(f)  
14 for purposes of remote disconnections;
- 15 2. Discuss CEI South's reference to settlement agreements, including a pending  
16 settlement, and to the Commission approving remote disconnection in previous  
17 dockets;
- 18 3. Explain the OUCC's concerns related to the Company's proposal and  
19 recommend the IURC modify CEI South's proposed remote disconnection  
20 proposal to implement the OUCC's recommendations;
- 21 4. Discuss the need for more transparency as it relates to CEI South's residential  
22 customer electric and combined gas and electric bills and the need for  
23 predictable billing cycles; and
- 24 5. Express concerns regarding the Company's Critical Peak Pricing Pilot ("CPP  
25 Pilot" or "Pilot").

1 **Q: To the extent you do not address a specific item in your testimony, should this**  
2 **be construed to mean you agree with CEI South's proposal?**

3 A: No. My silence regarding any topics, issues, or items CenterPoint proposes does  
4 not indicate my approval of those topics, issues, or items. Rather, the scope of my  
5 testimony is limited to the specific items addressed herein.

## II. BACKGROUND

6 **Q: Please describe CEI South's remote disconnection request in this Cause.**

7 A: The Company is requesting the Commission grant a waiver of 170 IAC 4-1-16(f)  
8 ("Rule") as it relates to CEI South's proposal to implement remote disconnections.

9 **Q: What does the Rule require?**

10 A: The Rule states:

11 (f) Immediately preceding the actual disconnection of service, the  
12 employee of the utility designated to perform such function  
13 shall:

14 (1) make a reasonable attempt to identify himself or herself to  
15 the customer or any other responsible person then upon the  
16 premises;

17 (2) announce the purpose of his or her presence;

18 (3) make a record thereof to be maintained for at least thirty (30)  
19 days;

20 (4) have in his or her possession information sufficient to enable  
21 him or her to inform the customer or other responsible  
22 person the reason for disconnection, including the amount of  
23 any delinquent bill of the customer; and

24 (5) request the customer for any available verification that the  
25 outstanding bill has been satisfied or is currently in dispute  
26 pursuant to review.

27 Upon the presentation of such credible evidence, service shall not  
28 be disconnected. The employee shall not be required to accept  
29 payment from the customer, user, or other responsible person in  
30 order to prevent the service from being disconnected. The utility  
31 shall notify its customers under section 18 of this rule of its policy  
32 with regard to the acceptance or nonacceptance of payment from  
33 such employee and shall uniformly follow such policy without  
34 discrimination. When the employee has disconnected the service,  
35 the employee shall give to a responsible person at the user's premises  
36 or, if no one is at home, shall leave at a conspicuous place on the

1 premises, a notice stating that service has been disconnected and  
2 stating the address and telephone number of the utility where the  
3 user may arrange to have service reconnected.

### III. CEI SOUTH'S PROPOSED REMOTE DISCONNECTION PROGRAM

4 **Q: If the Commission grants CEI South a waiver of the Rule, what does that mean**  
5 **to CEI South's customers who are remotely disconnected?**

6 A: A waiver of the Rule will allow CEI South, with a few exceptions explained below,  
7 to remotely disconnect eligible customers for non-payment without visiting the  
8 customer's premises immediately preceding the disconnection.

9 **Q: Why is CEI South requesting a waiver of the Rule?**

10 A: According to CEI South witness Amy L. Folz, Advanced Metering Infrastructure  
11 ("AMI") technology provides the company with the "capability of remotely  
12 connecting or disconnecting power to the customer premises."<sup>1</sup> Additionally, Ms.  
13 Folz explains, by waiving the Rule and eliminating the on-premise visit but  
14 providing the phone number for CEI South's contact center, "the customer will  
15 have access to a Customer Service Representative who has expertise responding to,  
16 and handling, calls related to non-payment."<sup>2</sup> Ms. Folz also indicates this is more  
17 convenient for the customers, as "field personnel can only provide limited  
18 information without the ability to fully resolve the issue or take payment."<sup>3</sup>

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<sup>1</sup> Petitioner's Exhibit No. 5 Testimony of Amy Folz, p. 4, lines 11-12.

<sup>2</sup> Folz Direct, p. 14, lines 4-6.

<sup>3</sup> Folz Direct, p. 14, lines 10-11.

1 **Q: Will certain customers continue receiving an in-person visit prior to**  
2 **disconnection?**

3 A: Yes. According to CEI South's response to OUCC Data Request ("DR") 23.13  
4 subpart (a) and subpart (b), medical need and life support customers "will receive  
5 an in-person field visit for disconnect due to non-payment."<sup>4</sup>

6 **Q: Should certain other customers receive an in-person field visit prior to**  
7 **disconnection due to non-payment?**

8 A: Yes. In response to OUCC DR 23.2, CEI South indicates it "has three residential  
9 customers with four non-AMI meters still active." CEI South further indicates in  
10 the response that it "is working with these customers to transition their non-AMI  
11 meters to AMI; however, at this time there is no specific date for installing AMI  
12 meters for these customers. Therefore, it is important these customers receive in-  
13 person visits prior to disconnecting electric service to their premises."<sup>5</sup>

14 **Q: In lieu of an on-site visit to customers' premises prior to performing a**  
15 **final disconnection, what process does CEI South propose using?**

16 A: The Company, under its remote disconnection proposal, indicates its notification  
17 process "will be expanded for customer notifications of remote disconnection due  
18 to non-payment,"<sup>6</sup> and "a notice is sent to the customer by mail or e-mail depending  
19 if the customer signed up for electronic billing."<sup>7</sup> Ms. Folz states:

20 The disconnect bill notice includes messaging to contact CEI South  
21 if the customer cannot pay the bill, to arrange payments, or to  
22 identify if they qualify for low-income assistance. Beginning five  
23 days after the customer disconnect notice is sent, CEI South  
24 provides outbound courtesy/reminder phone calls. As I discussed  
25 previously in my testimony, a customer may receive up to three calls

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<sup>4</sup> Attachment AMP-1, p. 14: CEI South's Response to OUCC DR 23.13.

<sup>5</sup> Attachment AMP-1, p. 7: CEI South's Response to OUCC DR 23.2.

<sup>6</sup> Folz Direct, p. 5, lines 9-10.

<sup>7</sup> Folz Direct, p. 15, lines 11-12.



1 before being disconnected. The customer may be disconnected any  
2 time following fourteen days from the disconnect notice.<sup>8</sup>

3 **Q: Does the OUCC have concerns with CEI South's request?**

4 A: Yes. Unless one of the exceptions I have described above applies, there will be no  
5 in-person visit to the premises under the Company's proposal. According to CEI  
6 South's response to OUCC DR 23.7:

7 When entering electric service orders of any kind, Customer Service  
8 Representatives verify the customer's phone number to ensure the  
9 accuracy of account/contact information. Additionally, customer  
10 service representatives actively work to enroll customers in Power  
11 Alert Service ("PAS"), on every eligible call by obtaining the  
12 caller's cell phone number and/or email address in the process.<sup>9</sup>

13 This is very concerning to the OUCC since this piecemeal approach relies on  
14 customers having a reason to contact a CEI South Customer Service Representative  
15 ("CSR") and, at such time, the CSR collecting updated contact information, then  
16 ensuring the information is accurately entered. Rather, the OUCC recommends CEI  
17 South proactively solicit this information through a communication campaign to  
18 obtain missing or incomplete contact information and minimize the number of  
19 outdated customer phone numbers and e-mail addresses.

20 **Q: Can you provide some examples of reasons CEI South may not have updated**  
21 **customer contact information or reasons customers may not have the**  
22 **capability to receive e-mail or text messages?**

23 A: Yes. If an individual has been a long-term CEI South customer, that customer may  
24 have used a landline telephone at the time of signing up for service and not yet had  
25 a mobile phone. Subsequently, the customer may have abandoned the land line  
26 phone in exchange for mobile phones but not have updated the contact information

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<sup>8</sup> Folz Direct, p. 15, lines 12-18.

<sup>9</sup> Attachment AMP-1, p. 10: CEI South's Response to OUCC DR 23.7.

1 with the Company. Additionally, some customers may be technology-challenged  
2 and not have a mobile phone, computer, or e-mail account. In OUCC DR 23.1, the  
3 OUCC asked CEI South to “provide the number of residential customers in CEIS’s  
4 service territory.” Instead of providing this number, the Company’s response stated,  
5 “Subject to and without waiving the foregoing objections, CEI South responds as  
6 follows: See Leger Direct Testimony page 3, Line 27 and Pet. Ex. 20, WPC-2.1b.”<sup>10</sup>  
7 The initial reference to Leger Direct Testimony page 3, line 27 does not identify  
8 the number of CEI South’s residential electric customers but does provide the  
9 number of all electric customers: “furnishing of electric service to approximately  
10 150,000 customers in southwestern Indiana.” Regarding the second reference (Pet.  
11 Ex. 20, WPC-2.1B), I was also unable to locate a total confirmed number (only  
12 forecasts) of residential electric customers from this spreadsheet.

13 **Q: Why is knowing the number of residential electric customers important?**

14 A: The OUCC is attempting to compare how many residential customers CEI South  
15 has to the number of distinct customer phone numbers and to the number of email  
16 addresses<sup>11</sup> the Company has on record. This would give the OUCC an idea of how  
17 much additional customer contact information the Company needs to reach 100%.  
18 The Company should have up-to-date telephone and/or email contact information  
19 for each of its customers, especially given its request to begin disconnecting  
20 customers remotely without visiting their premises. Even if the Company has  
21 correct contact information for 99% of its customers, there would be hundreds of

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<sup>10</sup> Attachment AMP-1, p. 6: CEI South’s Response to OUCC DR 23.1.

<sup>11</sup> Attachment AMP-1, p. 8: CEI South’s Response to OUCC DR 23.3. CEI South indicates the Company has 71,880 valid email addresses for residential customers.

1 customers for which the Company does not have contact information, complicating  
2 the remote disconnect proposal.

3 **Q: You indicate you could not find a definitive number of residential customers.**  
4 **Were you able to obtain the number of customers for which CEI South has at**  
5 **least one current telephone number?**

6 A: No. In response to OUCC DR 23.4, the Company, in part, stated: "With respect to  
7 cell phone numbers, CEI South has 135,778 phone numbers within its customer  
8 account system. However, CEI South's customer account system does not  
9 differentiate between landline and cellular phone numbers."<sup>12</sup> I am perplexed at  
10 learning CEI South has a customer account system that does not have fields  
11 identifying landline versus cell phone numbers the Company could query.

12 Therefore, either several or many of the 135,778 phone numbers may be  
13 those of a single customer who has two phone numbers within the system or have  
14 changed phone numbers.

15 Based on the information in Petitioner's Exhibit No. 20, WPC-2.1B, it  
16 appears, without specific confirmation, that CEI South forecasts approximately  
17 135,000 residential customers and 156,000 total customers in 2025. If CEI South  
18 has 135,778 customer phone numbers and cannot differentiate between landline

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<sup>12</sup> Attachment AMP-1, p. 9: CEI South's Response to OUCC DR 23.4.

1 and cellular numbers, there may be tens of thousands of customers that CEI South  
2 cannot contact if it initiates remote disconnections.

3 **Q: Notwithstanding your concerns, does the proposal include potential customer**  
4 **benefits?**

5 A: Yes. Although I am concerned about customer notification prior to disconnecting  
6 service, the Company is proposing to decrease the fee for reconnections that are  
7 performed remotely from \$44.34 to \$5.00,<sup>13</sup> which will make getting reconnected  
8 more affordable for customers.

#### **IV. THE IURC'S PREVIOUS REMOTE DISCONNECTION ORDERS**

9 **Q: Should the Commission consider CEI South's references regarding the remote**  
10 **disconnection provisions that were approved as part of settlement agreements**  
11 **for Indiana Michigan Power ("I&M") in Cause Nos. 44967 and 45576, and**  
12 **included in the settlement agreement in AES Indiana's pending rate case,**  
13 **Cause No. 45911?<sup>14</sup>**

14 A: No. As is standard, all the approved settlement agreements include an important  
15 provision declaring the terms to be non-precedential due to the compromises all  
16 signatories made. The settlement agreement currently under consideration in Cause  
17 No. 45911, if approved, is also under its terms non-precedential and not pertinent  
18 to this Cause.

19 **Q: Do IURC Orders approving settlement agreements routinely include language**  
20 **declaring such agreements to be non-precedential?**

21 A: Yes. The Commission's Order in Cause No. 45576 is no exception, with the  
22 Commission stating:

23 Consistent with the terms of the Settlement Agreement, the  
24 Settlement Agreement is not to be used as precedent in any other  
25 proceeding or for any other purpose except to the extent necessary

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<sup>13</sup> Folz Direct, p. 19, lines 23-26.

<sup>14</sup> Folz Direct, p. 14, line 15 - p. 15, line 2.

1 to implement or enforce its terms; consequently, with regard to  
2 future citation of the Settlement Agreement or of this Order, the  
3 Commission finds our approval herein should be construed in a  
4 manner consistent with our finding in *Richmond Power & Light*,  
5 Cause No. 40434, 1997 WL 34880849 at 7-8 (IURC March 19,  
6 1997).<sup>15</sup>

7 The Order approved in Cause No. 44967 and the proposed order filed in Cause No.  
8 45911 similarly cite to and rely upon *Richmond Power & Light*. It is inappropriate  
9 to rely on or ask the Commission to consider these settlement agreements as  
10 precedent. This Cause is no exception.

11 Additionally, the OUCC should not be held to one position throughout all  
12 time regarding issues brought before the Commission. No party should. To do so  
13 would be extremely prejudicial. Circumstances change as time progresses and as  
14 one gains more knowledge. There may be times when testimony explaining the  
15 change in position is expected and appropriate; however, not when that position is  
16 a part of a non-precedential settlement.

17 **Q: CEI South also mentions Duke Energy Indiana's ("DEI") remote**  
18 **disconnect/reconnect request in Cause No. 45253.<sup>16</sup> Did the OUCC take a**  
19 **position in that case?**

20 **A:** No, and the OUCC's absence of a position in that docket should not be interpreted  
21 as tacit approval in future dockets with different utilities, such as this one. This is  
22 the position of the OUCC in presenting testimony in all proceedings. Language  
23 indicating this position is included earlier in my testimony and is included in the  
24 testimony of OUCC witnesses providing testimony in this proceeding, Cause No.  
25 45253, and other proceedings. In Cause No. 45253, OUCC witness Lauren Aguilar

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<sup>15</sup> Cause No. 45576, Final Order, p. 43 (Feb. 23, 2022).

<sup>16</sup> Folz Direct, p. 14, lines 18-20.

1 was specifically responsible for covering the issues addressed in DEI witness  
2 Lesley Quick's testimony, including remote disconnection.<sup>17</sup> Ms. Aguilar's  
3 testimony included the following language preserving the OUCC's right to address  
4 this issue at a later date and specifically declaring silence on any issue to *not* be an  
5 indication of tacit approval:

6 **Q: To the extent you do not address a specific item or**  
7 **adjustment, does this mean you agree with those portions of**  
8 **Petitioner's proposal?**

9 A: No. Excluding any specific adjustments or amounts DEI  
10 proposes does not indicate my approval of those adjustments or  
11 amounts. Rather, the scope of my testimony is limited to the specific  
12 items addressed herein.<sup>18</sup>

#### V. THE OUCC'S RECOMMENDED REMOTE DISCONNECTION CHANGES

13 **Q: Please explain the OUCC's recommended changes to CEI South's proposal.**

14 A: When asked if CEI South plans to notify all customers that may be subject to remote  
15 disconnection for non-payment prior to implementing the process,<sup>19</sup> Ms. Folz  
16 states: "Yes. CEI South will notify customers prior to implementing the remote  
17 disconnect process through mailed bill messaging, and emailed bill messaging, if  
18 the customer is signed up for electronic billing."<sup>20</sup>

19 It is unclear to the OUCC whether this messaging will begin only after someone is  
20 in danger of being disconnected for non-payment or whether the Company will  
21 institute a campaign to inform all customers that CEI South has been granted a

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<sup>17</sup> Cause No. 45253, Direct Testimony of Lesley Quick (July 2, 2019).

<sup>18</sup> Cause No. 45253, Direct Testimony (Revised) of Lauren Aguilar, p. 2, lines 5-9 (Oct. 30, 2019).

<sup>19</sup> Folz Direct, p. 16, lines 19-21.

<sup>20</sup> Folz Direct, p. 16, lines 22-24.

1 waiver of the Rule. Additionally, CEI South did not share the anticipated notice  
2 language, stating in its response to OUCC DR 2.5:

3 CEI South has not yet drafted specific language to be used in the  
4 communication however, as explained on page 16 of the direct  
5 testimony of Witness Folz, "CEI South will also modify its  
6 disconnection notices to include a statement that the customer's  
7 disconnection for non-payment may be completed remotely. The  
8 bill will continue to provide contacting information and information  
9 on options for customers that cannot pay their bill."<sup>21</sup>

10 **Q: Please explain the OUCC's recommended changes to CEI South's proposal.**

11 A: The Company does not appear to be planning a communication campaign to all  
12 residential customers notifying them that CEI South has been granted a waiver of  
13 the Rule. Between that, and the Company's current method of obtaining real-time  
14 customer contact information in a strictly reactive manner, the OUCC recommends  
15 the Company begin a proactive campaign to collect customer contact information  
16 at least three months before implementing the remote disconnection program and  
17 continue each month until the program is implemented. This will provide customers  
18 a greater window within which to provide missing information or update outdated  
19 contact information, as needed. If CEI South cannot agree to this recommendation,  
20 the Company should not be authorized to move forward with the requested waiver,  
21 since CEI South may not have updated phone numbers or e-mail addresses for its  
22 customers, as I explained above.

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<sup>21</sup> Attachment AMP-1, p. 1: CEI South's Response to OUCC DR 2.5.

1 **Q: Does the OUCC have proposed language for communicating these changes to**  
2 **CEI South's customers?**

3 **A:** Yes. The OUCC proposes the following language be used in this campaign:

4 CenterPoint Energy Indiana South ("CEI South") is implementing  
5 remote disconnection procedures on mm/dd/year. On mm/dd/year,  
6 the Indiana Utility Regulatory Commission approved CenterPoint's  
7 request for a waiver of 170 IAC 4-1-16(f). **This means CEI South,**  
8 **with a few exceptions, is no longer required to visit customers'**  
9 **premises before disconnecting utility service.**

10 **If a customer will be disconnected for non-payment, CEI South**  
11 **will notify the customer of the disconnection by text and e-mail.**  
12 Therefore, it is important that CenterPoint have your current contact  
13 information. Please update your contact information by logging into  
14 CenterPointEnergy.com. Under "Access My CenterPoint Energy  
15 Account," log in to your account. From the "account dashboard,"  
16 select "Login & Accounts." Next select "Phone numbers" from the  
17 "my accounts" menu to edit (using the pencil icon) or add a new  
18 phone number. This step should be completed as soon as possible to  
19 ensure you do not miss important notifications. If you do not have  
20 internet access and need to update your information, please call  
21 CenterPoint's residential customer service line at (800) 227-1376 to  
22 do so.

23 This information should be provided to CEI South's electric customers, using  
24 multiple communication methods discussed below:

- 25 1. **CEI South Website:** The information above should be included on CEI South's  
26 website in at least two places: 1) In response to DR 23.12, CEI South indicates  
27 it has the ability to provide a promotional popup/notification on its website,  
28 which should be seen once a customer logs onto Petitioner's home web page;<sup>22</sup>  
29 2) This information should be displayed as either a promotional  
30 popup/notification or a banner on the customer's "Account Dashboard" page.  
31 2. **Bill Insert:** The recommended language should be included on a bill insert.

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<sup>22</sup> Attachment AMP-1, p. 13: CEI South's Response to OUCC DR 23.12.



- 1           3. **On Bill:** An alert to read the bill insert or go to CEI South's website should be  
2           included, in red font, if possible, within the customer's bill. In response to  
3           OUCC DR 23.11, CEI South indicates it has this capability and will use this  
4           method to notify customers.<sup>23</sup>
- 5           4. **Auto Dial:** CEI South, consistent with its response to OUCC DR 23.9, has auto  
6           dial capability the Company should use to notify customers of the upcoming  
7           change.<sup>24</sup>
- 8           5. **Texts:** Texts should be used to communicate the new procedures to customers  
9           for whom CEI South has mobile phone numbers.
- 10          6. **E-mail:** For customers whose e-mail addresses are on file with the Company, a  
11          notification of the changes and the proposed language should be included within  
12          the e-mail.

## **VI. CEI SOUTH RESIDENTIAL BILL ISSUES**

- 13 **Q: Does CEI South's electric bill provide a detailed breakdown of all charges?**  
14 **A:** No. In response to OUCC DR 20.21(c), which asked whether electric customer bills  
15 show a breakdown of all bill components, CEI South states, "No, ee [sic] subpart  
16 a. The bill shows all the information required under 170 IAC 1-15-13(A).  
17 Customers may ask for a detailed bill."<sup>25</sup>

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<sup>23</sup> Attachment AMP-1, p. 12: CEI South's Response to OUCC DR 23.11.

<sup>24</sup> Attachment AMP-1, p. 11: CEI South's Response to OUCC DR 23.9.

<sup>25</sup> Attachment AMP-1 p. 4: CEI South's Response to OUCC DR 20.21(c).

1 **Q: Did you ask Petitioner for copies of its residential electric and combined gas**  
2 **and electric bills?**

3 A: Yes. CEI South provided links to these bills in response to OUCC DR 20.21 subpart  
4 a.<sup>26</sup> Separately, CEI South provided the back page of the bill, which is common to  
5 both electric and combined gas and electric bills.<sup>27</sup>

6 **Q: What charges are broken down on the combined gas and electric bill?**

7 A: Only the most basic charges are shown on the bill. This information includes:

- 8 1. Previous Bill Amount
- 9 2. Payment(s) Received
- 10 3. Balance Carried Forward
- 11 4. Delivery and Supply Charges
- 12 5. Charges This Period
- 13 6. Total Amount Due

14 Along with the above-mentioned information, under "Detailed Account  
15 Activity," the following information is provided for "Electric Service":

- 16 1. Meter Numbers
- 17 2. Service Period From and To Dates
- 18 3. Number of Days
- 19 4. Meter Readings Beginning and Ending,
- 20 5. Multiplier
- 21 6. Electric Rate
- 22 7. Category
- 23 8. kWh Used This Period
- 24 9. Current Electric Charges (Includes a Service Charge of \$XX.XX)

1           10. State Sales Tax

2           11. Total Electric Charges

3   **Q:    Is the information displayed for the electric-only bill the same as what is**  
4   **included for electric customers on the combined gas and electric bill?**

5   A:    Yes.

6   **Q:    Do these bills provide sufficient transparency to allow residential customers to**  
7   **understand what the different categories of charges consist of?**

8   A:    No. The categories are very high-level and do not facilitate an average customer's  
9   understanding of what specific billing components are within each category.  
10   Commission 170 IAC 4-1-13 requires, in part, that the billing rate codes be  
11   provided. Bills should be itemized to identify additional costs such as fuel  
12   adjustment clause (FAC) charges, Transmission, Distribution, and Storage System  
13   Improvement Charges (TDSIC), and additional trackers.

14   **Q:    Does CEI South have the capability to break down these charges?**

15   A:    Yes. The back of the bill has the following statement:

16           Customer Service questions or concerns: To contact CenterPoint  
17           Energy regarding your bill or service, *including an itemized*  
18           *breakdown of the charges included on your bill* (emphasis added),  
19           visit us online at CenterPointEnergy.com or contact us between 7  
20           a.m. and 7 p.m. Eastern, Monday through Friday, at 800-227-1376.  
21           Please do not include any correspondence to P.O. Box 209,  
22           Evansville, IN 47702-0209.<sup>28</sup>

23   **Q:    When customers request a detailed bill, does the detailed bill continue to be**  
24   **the default presentation until the customer asks to stop receiving the detailed**  
25   **bill?**

26   A:    No. According to CEI South's response to OUCC DR 40.1: "Please see CEI South's  
27   Response to OUCC DR 20.21c. A customer must contact CEI South to request an

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<sup>28</sup> *Id.*

1 itemized bill each month to receive an itemized breakdown of charges. The process  
2 of creating an itemized bill is a manual process.”<sup>29</sup>

3 **Q: Is this acceptable to the OUCC?**

4 A: No. This is a cumbersome and unnecessary task for customers. CEI South’s  
5 customers should be able to decide whether they want to receive an itemized or  
6 condensed version of the bill without needing to call the utility to request this each  
7 month. I am baffled that in the 21<sup>st</sup> century CEI South must manually create an  
8 itemized bill. And, even if this is currently a manual process, if certain customers  
9 want an itemized bill each month, the Company should have the capability to track  
10 customers who desire an itemized bill each month – manual or not.

11 **Q: What do you recommend?**

12 A: I recommend the Commission order CEI South to develop a plan to allow customers  
13 to receive a detailed breakdown of each charge’s components as the default bill, as  
14 discussed above, and provide to the IURC and OUCC within 60 days of an order  
15 in this Cause. Alternatively, the Commission should order CEI South to make bold  
16 the phrase “including an itemized breakdown of the charges included on your bill,”  
17 so customers can more easily locate the information.

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<sup>29</sup> Attachment AMP-1, p. 16: CEI South’s Response to OUCC DR 40.1(a).

1 **Q: Do you have any other bill-related issues?**

2 A: Yes. In addition to the bill transparency issues discussed above, the OUCC received  
3 a comment<sup>30</sup> from a CEI South customer regarding a high bill for the period  
4 December 21, 2023, through January 29, 2024.

5 **Q: What circumstance contributed to the customer's bill being higher than**  
6 **normal?**

7 A: The billing cycle was rather long. Instead of a cycle such as approximately 30 days  
8 (or a month), the billing cycle was for 39 days.<sup>31</sup>

9 **Q: Why is it concerning if CEI South uses a long billing cycle?**

10 A: If most billing cycles are approximately a month in length or 30 days, for example,  
11 adding an additional nine days to the billing cycle has the potential to increase  
12 customers' bill substantially. This would also prematurely increase CEI South's  
13 revenue since it would receive those nine days of revenue earlier than if the cycle  
14 was cut off at 30 days.

15 **Q: What does CEI South's tariff state regarding its meter reading and its**  
16 **customers' bills?**

17 Rate RS Residential Service, Sheet No. 10, p. 1, references what the "*monthly*"  
18 rates and charges for services shall be.<sup>32</sup> (emphasis added) Additionally, General  
19 Terms and Conditions, Sheet No. 80, page 6 states: "*Bills will be rendered monthly*  
20 based on metered or estimated usage. When Company is unable to read the meter,  
21 the usage for the month will be estimated on the basis of past service records or  
22 other available data."<sup>33</sup> (emphasis added.) A 39-day bill would cover more than one

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<sup>30</sup> Attachment AMP-2, p. 1.

<sup>31</sup> Attachment AMP-2, pp. 4-5.

<sup>32</sup> Petitioner's Exhibit 19, Direct Testimony of Matthew Rice, Attachment MAR-2, p. 10.

<sup>33</sup> *Id.*, p. 131

1 month of electric service and, therefore, the customer would not receive a  
2 “monthly” bill, as stated in CEI South’s own tariff.

3 **Q: Is it possible that a longer cycle in one month may lead to a shorter cycle in**  
4 **another?**

5 A: It is possible. However, customers need to have some certainty when it comes to  
6 their bills. Having a large bill one month may make it difficult for customers to pay  
7 their bills and may necessitate setting up a payment plan – especially if the customer  
8 is on a tight budget.

9 **Q: Are you surprised CenterPoint used a 39-day billing cycle?**

10 A: Yes. According to Ms. Folz, “The AMI System automates the meter reading  
11 function, which significantly improves read accuracy. Through AMI, CEI South  
12 routinely collects nearly 100% of its monthly billing reads, virtually eliminating  
13 estimated reads and estimated bills.”<sup>34</sup> Having the ability to read meters via an AMI  
14 system should allow CEI South to have a more consistent schedule for reading its  
15 customers’ meters.

16 **Q: What do you recommend?**

17 A: To keep customers’ bills more consistent, CEI South should continue to read  
18 customers’ meters remotely. However, the Company should place its customers on  
19 a billing cycle of no more than 32 days. The OUCC recommends 32 days because  
20 there are no more than 31 days in a month. The additional day would allow CEI  
21 South a brief “grace period” for any unforeseen incidents, such as malfunctioning  
22 AMI equipment or communication issues.

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<sup>34</sup> Folz Direct, p. 3, line 31, to p. 4, line 1.

**VII. CRITICAL PEAK PRICING PILOT**

1 **Q: Does the OUCC have concerns with CEI South's proposed CPP Pilot?**

2 A: Yes. In addition to the issues discussed by OUCC witness Dr. David Dismukes, I  
3 discuss concerns related to the CEI South meeting the IURC's requirements for a  
4 pilot under General Administrative Order 2020-05 ("GAO 2020-05") and the  
5 Company's proposal to use the same vendor to both design the CPP Pilot and  
6 perform evaluation, measurement, and verification ("EM&V") on the Pilot.

7 **Q: What does GAO 2020-05 require?**

8 A: Section V. of GAO 2020-05 states:

9 The following shall apply to applications for approval of pilot  
10 programs:

11 A pilot program means a limited experiment designed to evaluate  
12 the costs and benefits of the program. Applications for approval of  
13 pilot programs should show the costs of programs and describe the  
14 benefits to both participants and non-participants. Applications for  
15 pilot programs shall:

- 16 A. Fully describe the need and goals of the program;
- 17 B. Propose and design objective evaluation criteria to
- 18 measure the success or usefulness of the pilot program;
- 19 C. Provide an estimate of all the costs of the pilot program;
- 20 D. Allow for reasonable flexibility;
- 21 E. Propose a timeline for completion and termination of the
- 22 pilot program; and
- 23 F. Include testimony regarding why the program is in the
- 24 public interest, including how participants, non-participants,
- 25 and/or the general public may be affected.

1 **Q: Please explain how the Company's proposed pilot is inconsistent with GAO**  
2 **2020-05.**

3 A: First, as required by Part A, and as Dr. Dismukes details, the CPP Pilot's goals are  
4 not fully developed or explained.

5 Second, Part B requires a petitioner to "Propose and design objective  
6 evaluation criteria to measure the success or usefulness of the pilot program." Dr.  
7 Dismukes' testimony elaborates on CEI South's deficiency to outline EM&V  
8 criteria. Additionally, the OUCC is concerned that the vendor designing the CPP  
9 Pilot may not be objective when it is also performing EM&V on the Pilot. I discuss  
10 this further in my testimony below.

11 Third, the OUCC is unable to determine whether the CPP Pilot's design  
12 allows for "reasonable flexibility," as required by Part D. For example, CEI South  
13 did not ask for flexibility to modify the Pilot, should the Company find customers  
14 are not interested in participating in the CPP Pilot or if customers enroll and then  
15 exit within a few months of joining. This flexibility could be easily remedied by  
16 requiring CEI South to work with the OUCC to agree on requested changes, if any,  
17 throughout the Pilot, prior to the Company implementing them.

18 Fourth, Part E requires the petitioner to propose a timeline for completion  
19 and termination of the pilot program. Table MAR-4 – CPP Pilot Estimate,<sup>35</sup> CEI  
20 South witness Matthew A. Rice's testimony shows a two-year timeline without  
21 corresponding dates. When the OUCC attempted to determine the start date, in  
22 order to know the "completion" of the CPP Pilot in OUCC DR 20.20, which asks

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<sup>35</sup> Petitioner's Exhibit No. 19, Direct Testimony of Matthew A. Rice, pp. 15-16.



1 the Company to “Please provide the CPP Pilot’s start date. If no date has been  
2 determined, please explain why,” CEI South responded: “The start date will follow  
3 approval of the pilot.”<sup>36</sup> This response leaves open the time in which the Company  
4 may begin, and therefore end, the program. After “approval of the pilot” could be  
5 three months, one year, or even five or more years.

6 **Q: Does it create a potential conflict of interest if a utility selects the same vendor**  
7 **to design and perform EM&V on the CPP Pilot?**

8 A: Yes, and when the OUCC asked CEI South in DR 5.31 to explain why having the  
9 same vendor perform both design and perform EM&V for the CPP Pilot, it stated:

10 There is no conflict of interest as Cadmus is designing the program  
11 and CEI South is implementing the program. Cadmus will evaluate  
12 CEI South’s implementation of the program to determine impacts to  
13 demand & energy. This is similar to Energy Efficiency programs  
14 where Cadmus makes program design and implementation  
15 recommendations in the annual Evaluation report for CEI to  
16 implement and enhance programs for maximum achievement.<sup>37</sup>

17 **Q: Do you agree with CEI South’s response?**

18 A: No. It misrepresents what the EM&V vendor does. While the EM&V vendor does  
19 provide recommendations regarding program design and implementation, it does  
20 not both design and perform EM&V on programs. In my more than 15 years of  
21 experience serving on all five Indiana electric investor-owned utilities’ demand-  
22 side management Oversight Boards, I cannot recall the utility ever using the same  
23 vendor to design and perform EM&V on a program.

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<sup>36</sup> Attachment AMP-1, p. 3: CEI South’s Response to OUCC DR 20.20(a).

<sup>37</sup> Attachment AMP-1, p. 2: CEI South’s Response to OUCC DR 5.31.

1 **Q: Did you attempt to learn whether CEI South has ever used the same vendor to**  
2 **both design and perform EM&V on a program?**

3 A: Yes. In response to OUCC DR 37.7, CEI South stated:

4 Please see CEI South's response to OUCC DR 5.31. Cadmus  
5 provides program recommendations in the EM&V report each year  
6 to improve the delivery of programs and maximize savings  
7 achievement. Additionally, Cadmus assisted with program delivery  
8 of CEI South's Residential Specialty Lighting Program as we began  
9 discontinuing lighting offerings due the Energy Independence and  
10 Security Act backstop provision issued by the U.S. Department of  
11 Energy. Cadmus has evaluated the Residential Specialty Lighting  
12 program since its inception in 2021.<sup>38</sup>

13 **Q: Did this response answer your question?**

14 A: No. I specifically asked if "CEI South (or formerly Vectren) has ever used the same  
15 vendor to both *design and perform EM&V* (evaluation, measurement, and  
16 verification) on an energy efficiency or any other demand-side management  
17 program." Instead, the Company's response indicates that it used the same vendor  
18 to "deliver" and perform EM&V. (emphasis added)

19 **Q: Why is having the same vendor design and perform EM&V on a program a**  
20 **conflict of interest?**

21 A: There are several reasons why allowing the same vendor to both design and perform  
22 EM&V on a program could be a conflict of interest. As noted by Dr. Dismukes in  
23 his testimony, one reason is the vendor may be more likely to overstate benefits  
24 within a program it designed. Conversely, a vendor may be biased and less likely  
25 to point out major flaws within a program that it designed. Another reason is the  
26 vendor, in the course of conducting its EM&V duties, may find areas to point out  
27 that would allow it to bill more hours to the client.

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<sup>38</sup> Attachment AMP-1, p. 15: CEI South's Response to OUCC DR 37.7.

1 **Q: Should an EM&V vendor be involved at the design stage of a program?**

2 A: Yes, but only if the EM&V vendor seeks to ensure the program is designed in a  
3 manner allowing it to gather needed data for EM&V purposes. However, the vendor  
4 responsible for performing EM&V should not be the same vendor that designs the  
5 program.

6 **Q: What does the OUCC recommend regarding the CPP Pilot?**

7 A: Given the above-mentioned concerns, as well as those discussed in Dr. Dismukes'  
8 testimony, the OUCC recommends the IURC deny this Pilot.

### **VIII. RECOMMENDATIONS**

9 **Q: What action does the OUCC recommend the Commission take regarding**  
10 **issues in your testimony?**

11 A: The OUCC recommends the Commission:

- 12 1. Require CEI South to increase communication with customers regarding the  
13 proposed remote disconnect program consistent with the OUCC's  
14 recommended changes described above; and
- 15 2. Order CEI South to provide a plan to both the IURC and the OUCC detailing a  
16 how it will update its systems and processes, thus providing the detailed bill it  
17 sends to its customers as the default, rather than customers needing to call CEI  
18 South each month to make this request;
- 19 3. Limit billing cycles to no more than 32 days; and
- 20 4. Deny CEI South's request for a CPP Pilot.

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

22 A: Yes, it does.

**APPENDIX AMP-1 TO TESTIMONY OF  
OUCC WITNESS APRIL M. PARONISH**

1 **Q: Please describe the examination and analysis you conducted to prepare your**  
2 **testimony and formulate your opinion in this Cause.**

3 A: I reviewed testimony and certain attachments pertaining to my testimony  
4 CenterPoint filed in this Cause. I attended both formal and informal meetings  
5 Citizens Action Coalition staff and Petitioner on Wednesday, January 31, 2024, and  
6 Friday, February 23, 2024, respectively. I met internally with OUCC staff to discuss  
7 issues. I read the IURC's GAO 2020-05, as it relates to pilot programs. I read  
8 portions of the IURC's Final Orders in DEI Cause No. 45159 and in I&M Cause  
9 No. 45576. I also issued data requests and read Petitioner's responses.

10 **Q: Please summarize your educational background and work experience.**

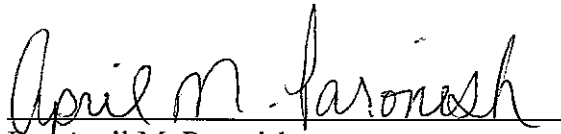
11 A: I graduated *summa cum laude* from Franklin University in Columbus, Ohio in 1992,  
12 with a Bachelor of Science degree, double majoring in both Business Management  
13 and Marketing. I also received a Master of Science degree in Marketing and  
14 Communications from Franklin University in 2002. I have been employed at the  
15 OUCC since April 2007, initially as a Utility Analyst II and subsequently was  
16 promoted to Senior Utility Analyst and then to my current Assistant Director position.  
17 I have attended several in-house, industry-sponsored, and regulatory educational  
18 programs since joining the OUCC.

1           I represent the OUCC on AES Indiana, I&M, DEI, CenterPoint, and NIPSCO  
2           Electric DSM Oversight Boards. I previously represented the OUCC on NIPSCO,  
3           Vectren, Citizens Gas and Westfield Gas Oversight Boards. I also previously  
4           facilitated the Gas Utility Joint Oversight Board. My work on these Oversight Boards  
5           includes, but is not limited to, reviewing program progress and budgets (including  
6           voting to make changes to programs and/or budgets); developing RFPs; reviewing  
7           vendor bids; drafting program-specific questions regarding costs, estimated savings,  
8           program implementation, and other related matters. I previously served on the  
9           statewide Demand Side Management Coordination Committee and its Third-Party  
10          Administrator Subcommittee and Evaluation, Measurement and Verification  
11          Subcommittee. I also lead the OUCC team responsible for attending utilities'  
12          Integrated Resource Plan ("IRP") stakeholder meetings, reviewing IRPs, and  
13          submitting comments. Finally, I lead several OUCC case teams in matters such as  
14          DSM, rate cases, Transmission Distribution Storage System Improvement Charge,  
15          and coal combustion residuals to name a few.

16                 Prior to joining the OUCC I held various positions at American Electric Power  
17          Service Corporation, 3X Corporation, Alliance RTO, and the Midwest ISO.

**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 cursive script that reads "April M. Paromish". The signature is written in black ink and is positioned above a horizontal line.

By: April M. Paromish

Cause No. 45990

Office of Utility Consumer Counselor (OUCC)

Date: March 12, 2024

**Q 2.5:** Refer to the direct testimony of Amy Foltz, page 16, lines 19-27. Please indicate when CEI South will begin notifying qualifying customers that they may be disconnected remotely for non-payment and provide the language CEI South proposes to use.

**Response:** Please refer to pages 16-17 of the direct testimony of Witness Folz which explains CEI South will not begin remote disconnects for non-payment until a waiver is granted in this Cause and “all system changes and communications have been addressed. CEI South plans to approach this project in phases, adding communication through text and email to customers . . . .” CEI South has not yet drafted the specific language to be used in the communication however, as explained on page 16 of the direct testimony of Witness Folz, “CEI South will also modify its disconnection notices to include a statement that the customer’s disconnection for non-payment may be completed remotely. The bill will continue to provide contact information and information on options for customers that cannot pay their bill.”

**5.31:** Please refer to the direct testimony of Matthew A. Rice p. 16, lines 2-3. Please explain why using Cadmus to design the program and also perform the evaluation on the back-end is not a conflict of interest.

**Response:** There is no conflict of interest as Cadmus is designing the program and CEI South is implementing the program. Cadmus will evaluate CEI South's implementation of the program to determine impacts to demand & energy. This is similar to Energy Efficiency programs where Cadmus makes program design and implementation recommendations in the annual Evaluation report for CEI to implement and enhance programs for maximum achievement.



- Q 20.20:** Please refer to the direct testimony of Matthew A. Rice, Table MAR-4 – CPP Pilot Estimate on pp. 15-16.
- a. Please provide the CPP Pilot’s start date. If no date has been determined, please explain why.
  - b. Please provide the timeline for the Rate Development Study.
  - c. Please indicate whether CEIS will share the results of the CPP Pilot’s impact and process evaluation prior to beginning the Rate Development Study. If no, please explain.

**Response:**

- a. The start date will follow approval of the pilot.
- b. Should CEI South obtain approval, the Rate Development Study will be conducted soon thereafter.
- c. No. The Rate Development Study will be done prior to the evaluation. The impact and process evaluations will begin following the first year of the pilot.

- Q 20.21:** Referencing bills sent to CEIS electric customers and combined gas and electric customers:
- a. Please provide a copy of the bill CEIS sends to its electric customers.
  - b. Please indicate whether combined gas and electric customers receive one combined gas/electric bill. If so, please provide a copy of the combined gas/electric bill.
  - c. Please indicate whether the electric customer bills show a breakdown of all bill components such as charges for DSM, TDSIC, etc. If no, please explain whether customers can ask for a detailed bill. If customers cannot receive a detailed bill, please explain why not.
  - d. If electric customers can request a detailed bill, is this communicated on a non-detailed bill? If no, please explain why.
  - e. Do combined gas/electric customers bills show details such as charges for DSM, TDSIC, etc. If no, please explain whether customers can ask for a detailed bill. If customers cannot receive a detailed bill, please explain why not.
  - f. If combined gas/electric customers can request a detailed bill, is this communicated on a non-detailed bill? If no, please explain why.

**Response:**

- a. Please see CEI South’s website for page 1 of electric and combined gas and electric bill examples:  
[https://midwest.centerpointenergy.com/assets/cms/livesmart/pdfs/bills/IN\\_full\\_service.pdf](https://midwest.centerpointenergy.com/assets/cms/livesmart/pdfs/bills/IN_full_service.pdf);  
[https://midwest.centerpointenergy.com/assets/cms/livesmart/pdfs/bills/IN\\_electric.pdf](https://midwest.centerpointenergy.com/assets/cms/livesmart/pdfs/bills/IN_electric.pdf)  
Please see the below listed attachment for what is included on the second page of both electric and combined gas and electric bills.
- b. Yes. See subpart a.
- c. No, see subpart a. The bill shows all of the information required under 170 IAC 1-15-13(A). Customers may ask for a detailed bill.
- d. Yes. Electric customers and combined gas and electric customers see the following on the second page of their bill: “To contact CenterPoint Energy regarding your bill or service, including an itemized breakdown of the charges included on your bill, visit us online at CenterPointEnergy.com or contact us between 7 a.m. and 7 p.m. Eastern, Monday through Friday, at 800-227-1376. Please do not include any correspondence to P.O. Box 209, Evansville, IN 47702-0209.”
- e. Please see subpart c and d.
- f. Please see subpart d.

**Attachment:**

- 45990 OUCC DR 20 20.21a Attachment – Bill Example 2nd page.pdf

**Cause No. 45990**

**OUCC Attachment AMP-1**  
 Important CenterPoint Energy Numbers  
 Page 5 of 16

Customer Service: 800-227-1376 | Call Before You Dig: 811 or 800-382-5544 | Indiana Relay Service: 800-743-3333 | CenterPointEnergy.com

Customer Service questions or concerns: To contact CenterPoint Energy regarding your bill or service, including an itemized breakdown of the charges included on your bill, visit us online at CenterPointEnergy.com or contact us between 7 a.m. and 7 p.m. Eastern, Monday through Friday, at 800-227-1376. Please do not include any correspondence to P.O. Box 209, Evansville, IN 47702-0209.

**Natural Gas Service Terms & Definitions**

**Distribution and Service Charges** - Portion of the bill which reflects the costs to deliver natural gas to your home or business. The customer facilities charge that is billed each month regardless of consumption is included in this line item.

**Gas Cost Charge** - Portion of the bill which reflects how much CenterPoint Energy Indiana North and CenterPoint Energy Indiana South paid for the natural gas used in your home or business. This cost is passed on to you. The Indiana Utility Regulatory Commission reviews and approves these natural gas costs on a quarterly basis.

**Demand** - Charge for some larger customers based on their highest usage within a defined period. The billing demand for gas is stated in therms.

**CCF (100 Cubic Feet)** - Gas consumption is measured by your meter in hundreds of cubic feet.

**Therm** - The volume of gas in CCF multiplied by the therm conversion factor.

**Therm Conversion Factor** - The heat content of the gas used to convert the measured gas consumption from CCF to therms.

**Pressure Factor** - Factor used to calculate consumption on meters in which delivery pressure is higher than standard pressure and a pressure compensation instrument is not used.

**Miscellaneous Charges** - Examples for miscellaneous charges may include but are not limited to deposits, reconnect charges, etc.

**Disclaimer** - Programs and services are operated under the brand CenterPoint Energy by Indiana Gas Company d/b/a CenterPoint Energy Indiana North, Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy Indiana South in their respective service territories.

**Electric Service Terms & Definitions (where applicable)**

**Current Electric Charges** - Includes the following three components that are reviewed and approved by the Indiana Utility Regulatory Commission.

- **Energy Charge** - Charges billed each month for the amount of electric consumption during the billing period. This charge includes base commodity and delivery charges.
- **Energy Adjustment** - Portion of the bill which reflects the market cost of purchasing fuel and electricity as well as other environmental and regulatory cost adjustments.
- **Service Charges** - Charges billed each month to recover various costs the company incurs regardless of consumption. This includes metering, meter reading, operation and maintenance of service delivery facilities, billing and administrative costs incurred by CenterPoint Energy Indiana South.

**Demand** - Rates for some larger customers are based on their highest usage with a defined period. The billing demand for electric is stated in kilowatts (kW) or kilovolt-amperes (kVA).

**kWh (kilowatt hours)** - Electric energy consumption is measured by your meter in kilowatt hours.

**Multiplier** - Used to calculate the kWh consumption on high usage meters.

**Miscellaneous Charges** - Examples for miscellaneous charges may include but are not limited to reconnect charges, returned check charges, etc.

**Meter Abbreviations**

- A = Actual meter reading
- E = Estimated meter reading

Natural Gas Residential Rate Codes	Res 110 - Residential Sales Service, RES 210 - Residential Sales Service, RES 211 - Unmetered Gas Lighting Sales Service
Natural Gas Commercial Rate Codes	COM 120 - General Sales Service, COM 125 - School/Government Transportation Service, COM 129 - Natural Gas Vehicle Service, COM 220 - General Sales Service, COM 225 - School/Government Transportation Service, COM 229 - Natural Gas Vehicle Service, COM 240 - Interruptible Sales Service
Electric Residential Rate Codes	RS - Residential Service, B - Water Heating Service
Electric Commercial Rate Codes	SGS - Small General Service, DGS - Demand General Service, OSS - Off-Season Service

**Q 23.1:** Please provide the number of residential electric customers in CEIS’s service territory.

**Objection:** Petitioner objects to the Request on the grounds and to the extent it is unreasonably cumulative or duplicative; Petitioner has provided the information in the response below, which answers the questions asked in this Request.

CEI South further objects to the Request on the grounds and to the extent the Request seeks information that is trade secret or other proprietary, confidential, and competitively sensitive business information of CEI South, its customers, or third parties. CEI South has made reasonable efforts to maintain the confidentiality of this information. Such information has independent economic value and disclosure of the requested information would cause an identifiable harm to Petitioner, its customers, or third parties. The responses are “trade secret” under law (Ind. Code § 24-2-3-2) and entitled to protection against disclosure. See also Indiana Trial Rule 26(C)(7). All responses containing designated confidential information are being provided pursuant to nondisclosure agreements between Petitioner and the receiving parties.

**Response:** Subject to and without waiving the foregoing objections, CEI South responds as follows: See Leger Direct Testimony page 3, Line 27 and Pet. Ex. 20, WPC-2.1b.

**Q 23.2:** Does every CEIS residential electric customer have an AMI meter installed? If no, please provide the date at which time all CEIS residential electric customers will have one installed.

**Response:** No. CEI South has three residential customers with a total of four non-AMI meters still active. CEI South is working with these customers to transition their non-AMI meters to AMI; however, at this time, there is no specific date for installing AMI meters for these customers.

**Q 23.3:** How many residential electric customer e-mail addresses does CEIS have?

**Response:** CEIS has 71,880 valid email addresses for residential customers.

**Q 23.4:** Please indicate whether CEIS communicates alerts and other messages via cell phone (text or voice) to its residential electric customers. If yes, how many cell phone numbers does CenterPoint have for its electric customers?

**Response:** Electric customers who enroll in Power Alert Service receive text, email, or voice calls when they have an electric outage. CEI South currently has 79,532 accounts with active enrollment in Power Alert Service notifications in at least one channel (text, email, or voice). With respect to cell phone numbers, CEI South has 135,778 phone numbers within its customer account system. However, CEI South's customer account system does not differentiate between landline and cellular phone numbers.

**Q 23.7:** Please explain if and how CEIS solicits updated phone numbers for its residential electric customers e.g., obtained when a customer calls into a customer service representative, through bill alerts reminding customers to provide updated land line or cell phone numbers, etc.

**Response:** When entering electric service orders of any kind, Customer Service Representatives verify the customer's phone number to ensure the accuracy of account/contact information. Additionally, customer service representatives actively work to enroll customers in Power Alert Service ("PAS"), on every eligible call by obtaining the caller's cell phone number and/or email address in the process.



**Q 23.9:** Does CEIS have auto dialing capabilities?

**Response:** Yes. CEI South can execute auto dialing campaigns to customers with valid phone numbers attached to their accounts.

**Q 23.11:** Please indicate whether CEIS has the ability to provide messaging directly on a residential electric customer's bill. If yes, will CEIS be utilizing this method to notify customers that it will begin utilizing remote disconnection for non-payment? If no, please explain why.

**Response:** Yes, CEI South can provide messaging directly on the residential customer's bill. CEI South plans to use this method to notify customers of the ability to remotely disconnect for non-payment.

**Q 23.12:** Please indicate whether CEIS has the ability to provide an alert through a promotional popup/notification on the Company’s website landing page or customer portal.

**Response:** CEI South does have the ability to provide an alert through a promotional popup notification on the Company’s website and customer portal.

**Q 23.13:** Please refer to the Direct Testimony of Amy L. Folz, pp. 15-16, and clarify whether:

- a. “Medical need customers” will receive an in-person visit for non-payment on their disconnection day.
- b. “Life support customers” will receive an in-person visit for non-payment on their disconnection day.

**Response:**

- a. Yes. Medical need customers will receive an in-person field visit for disconnect due to non-payment.
- b. Yes. Life support customers will receive an in-person field visit for disconnect due to non-payment.

- Q 37.7:** Please refer to CEI South’s response to OUCC data request 5.31, which states “There is no conflict of interest as Cadmus is designing the program and CEI South is implementing the program. Cadmus will evaluate CEI South’s implementation of the program to determine impacts to demand & energy. This is similar to Energy Efficiency programs where Cadmus makes program design and implementation recommendations in the annual Evaluation report for CEI to implement and enhance programs for maximum achievement.”
- a. Please indicate whether CEI South (or formerly Vectren) has ever used the same vendor to both design and implement an energy efficiency or any other demand-side management program.
  - b. If yes, please provide the name of the program(s), the name of the vendor(s), and the years these programs were implemented.

**Response:**

- a. Yes.
- b. CEI South has partnered with the following to design and implement energy efficiency programs:
  - ARCA for Appliance Recycling program from 2016 to 2023.
  - Opower for Residential Behavioral from 2016 to 2024.
  - Resource Innovations (formerly Nexant) from 2016 to 2024.
  - CLEAResult for Residential Prescriptive from 2017 to 2024. Residential New Construction from 2017 to 2021 and 2023 to 2024. Income Qualified Weatherization from 2017 to 2024. Residential Lighting from 2019 to 2022. Community Connections (formerly known as Food Bank LED program) from 2019 to 2024. Residential Midstream from 2021 to 2024.
  - National Energy Foundation for Energy Efficient Schools program from 2017 to 2024.
  - Ecova for Residential Lighting program from 2016 to 2018.
  - EFI for Marketplace and Instant Rebate programs from 2021 through 2023.

**Q 40.1:** Reference the response to DR 20.21 “45990 OUCC DR 20 20.21a Attachment – Bill Example 2nd page.pdf.” The top portion of the bill example indicates:

To contact CenterPoint Energy regarding your bill or service, including an itemized breakdown of the charges included on your bill, visit us online at CenterPointEnergy.com or contact us between 7 a.m. and 7 p.m. Eastern, Monday through Friday, at 800-227-1376. Please do not include any correspondence to P.O. Box 209, Evansville, IN 47702-0209.

Please indicate whether:

- a. CEI South expects customers to call in each month for an itemized breakdown of the charges, or can a customer request an itemized bill once and continue receiving an itemized breakdown of charges? If they must call each month, please explain why.
- b. If CEI South customers can call in once and receive the itemized breakdown of their charges, can customers also ask to be reverted back to a bill that is a non-itemized breakdown? If no, please explain why.

**Response:**

- a. Please see CEI South’s Response to OUCC DR20.21c. A customer must contact CEI South to request an itemized bill each month to receive an itemized breakdown of charges. The process of creating an itemized bill is a manual process.
- b. Please see CEI South’s Response to subpart a.

Hello,

My name is Kathy Webster, and I live in Newburgh, IN. This past billing cycle's invoice was atrocious! In the 17 years we have lived here, we have NEVER had a bill TRIPLE in cost for any particular month. This is outrageous! I called in and spoke with Robin, a local supervisor at CenterPoint, and told her I think the meter reading machine and/or our meters must be inaccurate.

We have 2 bills- one for our house and a second for our barn. BOTH of these invoices TRIPLED this past cycle of 39 days (12/21/23 to 1/29/24). We keep our barn quite chilly. Both our barn and our house have a Nest Thermostat, and are very regular in temperature, which is kept cool in the house as well.

There is NO WAY that these readings can be accurate.  
A one-third increase in days does not equal our bill to triple!

Two of our neighbors' invoices also Doubled this past cycle of 39 days.

I would appreciate a major investigation into how these readings actually are made, and how the calibration is kept accurate.

Very Frustrated Customer,  
Kathy Webster  
4744 Brumley Rd  
Newburgh, IN 47630  
812/431-2052



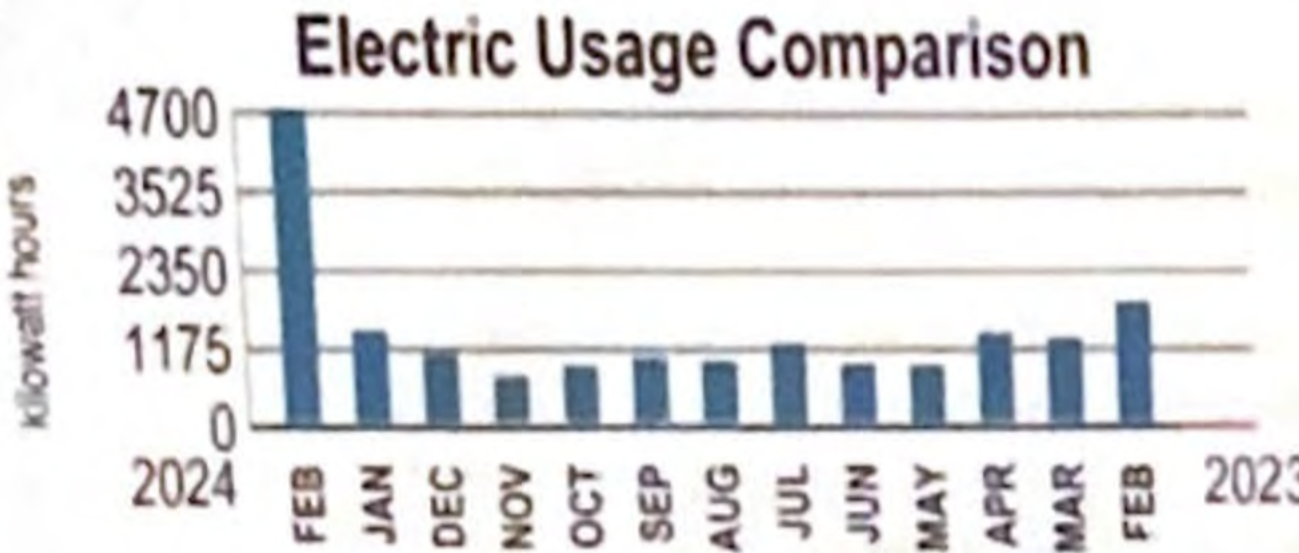
CenterPoint Energy: 800-227-1376 or visit CenterPointEnergy.com  
Call Before You Dig: 811 or 800-382-5544 | Relay Indiana: 800-743-3333

**Billing Date:** Feb 2, 2024  
**Date Due:** Feb 19, 2024  
**Amount Due:** \$655.22  
Amount Due After Feb 19, 2024 \$673.59  
Your account is being drafted for the amount due above

**Your Account Information**

**Account Number:** [REDACTED]  
**Previous Bill Amount:** \$216.64  
**Payment(s) Received:** \$216.64  
**Balance Carried Forward:** \$0.00  
**Delivery and Supply Charges:** \$655.22  
**Charges This Period:** \$655.22  
**Total Amount Due:** \$655.22

**Service Address:**  
JASON C. WEBSTER  
KATHERINE WEBSTER  
4744 BRUMLEY RD  
NEWBURGH, IN 47630



**Detailed Account Activity**

**Electric Service**

Meter Number	Service Period From To	Number of Days	Meter Readings Beginning Ending	Multiplier	Electric Rate	Category	kWh Used This Period
[REDACTED]	12/21/23 01/29/24	39	128962A 133646A	1	RS	KWH	4684

**Current Electric Charges:** \$612.36  
(Includes a Service Charge of \$14.09)

State Sales Tax: \$42.86  
**Total Electric Charges:** \$655.22

Average Temperature for this Billing Period  
Current: 35° Previous: 43° Last Year: 42°  
Next Scheduled Read Date: 02/28/24

*"Louis"*  
Called 2/9/24 Request meter test.  
"39 Day Cycle due to Holidays"  
Customer relations @ centerpointenergy.com

Supervisor - "Robin" Due to cold temps, # Days, meters read electronically  
She will research our billing + call me back in few days.

Please return this portion with your payment made payable to CenterPoint Energy



Change of address or phone?  
Contact Customer Service at  
800-227-1376

**Date Due:** Feb 19, 2024  
**Amount Due:** \$655.22  
**Amount Due After Feb 19, 2024:** \$673.59  
Your account is being drafted for the amount due above

**Account Number:** [REDACTED]

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your bank account or to process the payment as a check transaction.

00001168

Write account number on check and mail to:  
CenterPoint Energy  
P.O. Box 2006  
Houston, TX 77252-2006



JASON C. WEBSTER  
4744 BRUMLEY RD  
NEWBURGH, IN 47630-9673

[REDACTED]

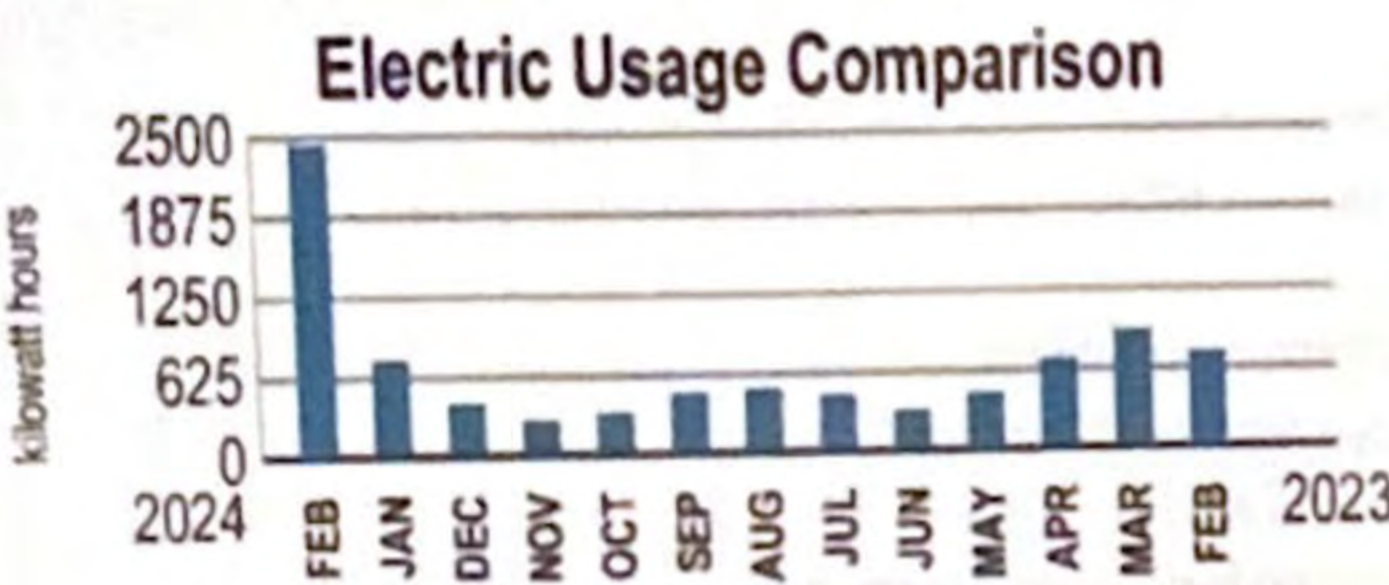




CenterPoint Energy: 800-227-1376 or visit CenterPointEnergy.com  
Call Before You Dig: 811 or 800-382-5544 | Relay Indiana: 800-743-3333

**Billing Date:** Feb 2, 2024  
**Date Due:** Feb 19, 2024  
**Amount Due:** \$467.37  
Amount Due After Feb 19, 2024 \$480.47  
Your account is being drafted for the amount due above

Your Account Information	
<b>Account Number:</b> [REDACTED]	Previous Bill Amount \$150.24
	Payment(s) Received \$150.24
	Balance Carried Forward \$0.00
<b>Service Address:</b> JASON C. WEBSTER 4744 BRUMLEY RD UNIT BARN NEWBURGH, IN 47630	Delivery and Supply Charges \$467.37
	Charges This Period \$467.37
	<b>Total Amount Due: \$467.37</b>



Detailed Account Activity							
Electric Service							
Meter Number	Service Period From To	Number of Days	Meter Readings Beginning	Meter Readings Ending	Multiplier	Electric Rate	kWh Used This Period
[REDACTED]	12/21/23 01/29/24	39	95217A	97646A	1	RS	2429

Current Electric Charges	\$436.80
(Includes a Service Charge of \$14.09)	
State Sales Tax	\$30.57
<b>Total Electric Charges</b>	<b>\$467.37</b>

Average Temperature for this Billing Period  
 Current: 35°    Previous: 43°    Last Year: 42°  
 Next Scheduled Read Date: 02/28/24

Please return this portion with your payment made payable to CenterPoint Energy



Change of address or phone?  
Contact Customer Service at  
800-227-1376

Date Due:	Feb 19, 2024
Amount Due:	\$467.37
Amount Due After Feb 19, 2024	\$480.47
Your account is being drafted for the amount due above	

Account Number: [REDACTED]

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your bank account or to process the payment as a check transaction.

00001167

Write account number on check and mail to:  
CenterPoint Energy  
P.O. Box 2006  
Houston, TX 77252-2006



JASON C. WEBSTER  
4744 BRUMLEY RD  
NEWBURGH, IN 47630-9673





**Billing Date:** Jan 3, 2024  
**Date Due:** Jan 20, 2024  
**Amount Due:** \$216.64  
Amount Due After Jan 20, 2024 \$222.71  
Your account is being drafted for the amount due above

The recently approved Reliability Cost and Revenue Adjustment took effect Nov. 30, 2023. As a result, a residential customer using 1,000 kWh will see an increase of approximately \$16.55 on their monthly bill. As we transition our electric generation portfolio, additional capacity is required to meet our customers' reliability needs. It's essential we're able to continue to provide consistent and reliable power delivery.

**Your Account Information**

**Account Number:** [REDACTED]  
**Service Address:**  
JASON C. WEBSTER  
KATHERINE WEBSTER  
4744 BRUMLEY RD  
NEWBURGH, IN 47630

Previous Bill Amount	\$168.95
Payment(s) Received	\$168.95
Balance Carried Forward	\$0.00
Delivery and Supply Charges	\$216.64
Charges This Period	\$216.64
<b>Total Amount Due:</b>	<b>\$216.64</b>

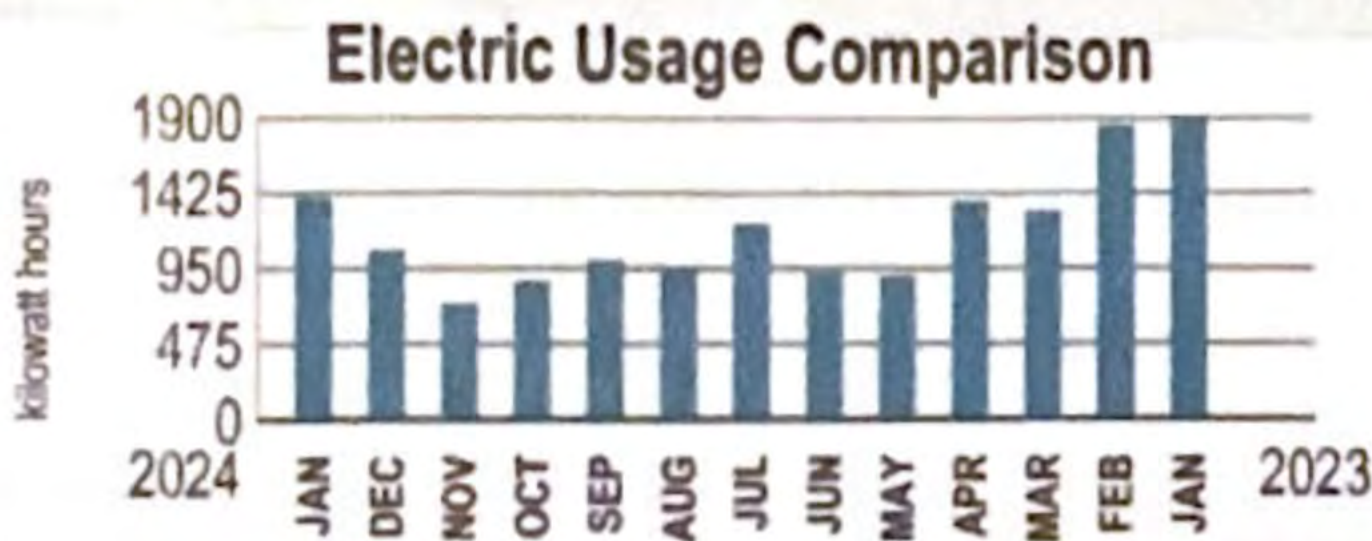
**Detailed Account Activity**

**Electric Service**

Meter Number	Service Period From To	Number of Days	Meter Readings		Multiplier	Electric Rate	Category	kWh Used This Period
			Beginning	Ending				
[REDACTED]	11/28/23 12/21/23	23	127560A	128962A	1	RS	KWH	1402

Current Electric Charges \$202.47  
(Includes a Service Charge of \$8.31)

State Sales Tax \$14.17  
**Total Electric Charges \$216.64**



Average Temperature for this Billing Period  
Current: 43° Previous: 48° Last Year: 35°  
Next Scheduled Read Date 01/30/24

Please return this portion with your payment made payable to CenterPoint Energy.



Change of address or phone?  
Contact Customer Service at  
800-227-1376

**Date Due:** Jan 20, 2024  
**Amount Due:** \$216.64  
**Amount Due After Jan 20, 2024:** \$222.71  
Your account is being drafted for the amount due above

**Account Number:** [REDACTED]

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your bank account or to process the payment as a check transaction.

00001180

Write account number on check and mail to:  
CenterPoint Energy  
P.O. Box 2006  
Houston, TX 77252-2006



JASON C. WEBSTER  
4744 BRUMLEY RD  
NEWBURGH, IN 47630-9673







CenterPoint Energy: 800-227-1376 or visit CenterPointEnergy.com  
Call Before You Dig: 811 or 800-382-5544 | Relay Indiana: 800-743-3333

**Billing Date:** Jan 3, 2024  
**Date Due:** Jan 20, 2024  
**Amount Due:** \$150.24

Amount Due After Jan 20, 2024 \$154.45

Your account is being drafted for the amount due above

The recently approved Reliability Cost and Revenue Adjustment took effect Nov. 30, 2023. As a result, a residential customer using 1,000 kWh will see an increase of approximately \$16.55 on their monthly bill. As we transition our electric generation portfolio, additional capacity is required to meet our customers' reliability needs. It's essential we're able to continue to provide consistent and reliable power delivery.

**Your Account Information**

**Account Number:** [REDACTED]

**Service Address:**  
JASON C. WEBSTER  
4744 BRUMLEY RD UNIT BARN  
NEWBURGH, IN 47630

Previous Bill Amount	\$84.23
Payment(s) Received	\$84.23
Balance Carried Forward	\$0.00
Delivery and Supply Charges	\$150.24
Charges This Period	\$150.24
<b>Total Amount Due:</b>	<b>\$150.24</b>

**Detailed Account Activity**

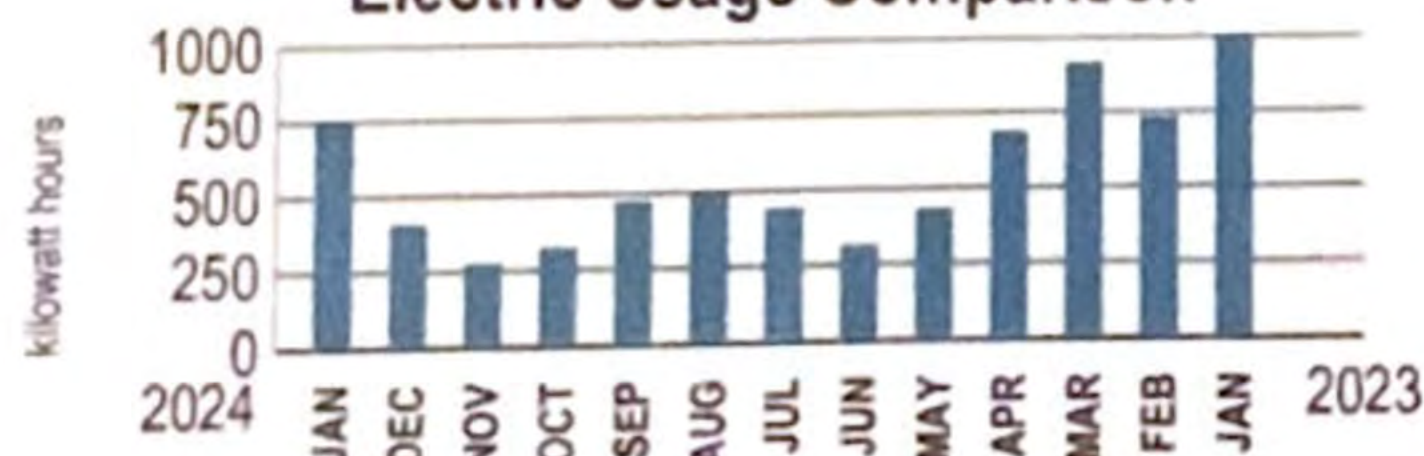
**Electric Service**

Meter Number	Service Period		Number of Days	Meter Readings		Multiplier	Electric Rate	Category	kWh Used This Period
	From	To		Beginning	Ending				
[REDACTED]	11/28/23	12/21/23	23	94470A	95217A	1	RS	KWH	747

**Current Electric Charges** \$140.43  
(Includes a Service Charge of \$8.31)

State Sales Tax \$9.81  
**Total Electric Charges** \$150.24

**Electric Usage Comparison**



Average Temperature for this Billing Period

Current	Previous	Last Year
43°	48°	35°

Next Scheduled Read Date 01/30/24

Please return this portion with your payment made payable to CenterPoint Energy.



Change of address or phone?  
Contact Customer Service at  
800-227-1376

**Account Number:** [REDACTED]

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your bank account or to process the payment as a check transaction.

00001179

**Date Due:** Jan 20, 2024  
**Amount Due:** \$150.24  
**Amount Due After Jan 20, 2024** \$154.45  
Your account is being drafted for the amount due above



JASON C. WEBSTER  
4744 BRUMLEY RD  
NEWBURGH, IN 47630-9673

Write account number on check and mail to:  
CenterPoint Energy  
P.O. Box 2006  
Houston, TX 77252-2006

