

STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE DEVELOPMENT OF )  
A TARIFF ALLOWING CUSTOMERS OF )  
INDIANAPOLIS POWER & LIGHT COMPANY )  
("IPL") TO OPT OUT OF ADVANCED ) CAUSE NO. 45264 S1  
METERING INFRASTRUCTURE ("AMI") )  
TECHNOLOGY PURSUANT TO THE )  
COMMISSION'S ORDER IN CAUSE NO. 45264 )

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

SETTLEMENT TESTIMONY OF

LAUREN M. AGUILAR - PUBLIC'S EXHIBIT NO. 1-S

AUGUST 14, 2020

Respectfully submitted,



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Jeffrey M. Reed  
Attorney No. 11651-49  
Deputy Consumer Counselor

**SETTLEMENT TESTIMONY OF OUCC WITNESS LAUREN M. AGUILAR**

**CAUSE NO. 45264 S1**

**INDIANAPOLIS POWER & LIGHT COMPANY**

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

2 A: My name is Lauren M. Aguilar, and my business address is 115 W. Washington  
3 St., Suite 1500 South, Indianapolis, IN, 46204.

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

5 A: I am employed as a Utility Analyst in the Electric Division for the Indiana Office  
6 of Utility Consumer Counselor ("OUCC").

7 **Q: What is the purpose of your settlement testimony in this proceeding?**

8 A: The purpose of my settlement testimony is to present the OUCC's support of the  
9 Settlement Agreement reached amongst Indianapolis Power & Light Company  
10 ("IPL"), the OUCC, and Citizens Action Coalition of Indiana, Inc. (collectively the  
11 "Settling Parties"). The Settlement Agreement resolves all issues amongst the  
12 Settling Parties regarding an Advanced Metering Infrastructure ("AMI") Opt-Out  
13 program. I conclude the Settlement Agreement is in the public interest and  
14 recommend the Indiana Utility Regulatory Commission ("Commission") approve  
15 it.

16 **Q: Are you sponsoring any attachments?**

17 A: Yes. Together with IPL Witness Justin G. Sufan, I am sponsoring Settling Parties'  
18 Joint Exhibit 1, which is a copy of the Settlement Agreement.

1 **Q: Was the proposed Settlement Agreement negotiated in good faith and at arms-**  
2 **length?**

3 A: Yes. The Settling Parties engaged in multiple settlement conversations and the  
4 agreement reached has compromises, is in the public interest, and avoids further  
5 risk, delay, and the expense of litigation.

6 **Q: Does the OUCC support the Settlement Agreement's terms?**

7 A: Yes.

8 **Q: Please summarize some of the Settlement Agreement's key terms.**

9 A: The Settlement Agreement allows IPL customers to opt-out at a reasonable cost, or  
10 at no cost, if certain reasonable participation terms are met. IPL is obligated to  
11 provide advance notice of the AMI opt-out program to customers and make efforts  
12 to educate customers regarding the program. The AMI opt-out program, as  
13 designed, also minimizes subsidization costs associated with the program's  
14 nonparticipating ratepayers. Finally, the Settlement Agreement protects the AMI  
15 opt-out program from being discontinued by IPL without notice to interested  
16 stakeholders through a docketed Commission proceeding. IPL agreed to continue  
17 to make the opt-out provision available under the terms of the Settlement  
18 Agreement unless modified by a final order in IPL's next retail electric base rate  
19 case. Mr. Sufan describes the Settlement Agreement in detail.

20 **Q: Is the Settlement Agreement in the public interest?**

21 A: Yes. Although a small percentage, there are customers within the state of Indiana  
22 that do not wish to participate in AMI, signaling the need for AMI opt-out  
23 programs. Customers who do not wish to participate in AMI have been vocal with

1           their opposition.<sup>1</sup> Duke Energy Indiana, LLC (“DEI”) and Indiana Michigan Power  
2           Company (“I&M”) offer AMI opt-out programs.<sup>2</sup> While I&M’s AMI opt-out  
3           program has not started, DEI’s program is open and has participating customers.  
4           The number of customers participating in DEI’s AMI opt-out program is more than  
5           DEI originally estimated.<sup>3</sup> By establishing this subdocket, the Commission  
6           acknowledges the importance of considering an AMI opt-out program.<sup>4</sup> Further,  
7           IPL’s opt-out program offers a no-cost self-read option. The Commission  
8           previously supported no-cost options: “The Commission is not persuaded I&M’s  
9           customers should not be afforded a self-read option in lieu of incurring an ongoing  
10          monthly fee if they opt-out of an AMI meter, subject to reasonable limitations  
11          [...].”<sup>5</sup> Ultimately, the Settlement Agreement provides IPL a reasonable path to  
12          deploy its AMI system in a manner that allows concerned customers an opportunity  
13          to decline an AMI meter with minimal-to-no cost if timely actions are taken.

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<sup>1</sup> See Cause No. 45264 S1, July 1, 2020, Docket Entry regarding Ex Parte communication and Cause No. 44963, November 9, 2017, Docket Entry regarding Ex Parte communication for illustrative examples of concerned customers. The OUCC does not have an opinion on the validity of the customers’ reason for being opposed to AMI but acknowledges there are customers who do not wish to participate in AMI.

<sup>2</sup> DEI’s program and tariff can be found at <https://www.duke-energy.com/our-company/about-us/smart-grid/smart-meter/smart-meter-opt-out>.

I&M’s tariff can be found at [https://www.indianamichiganpower.com/global/utilities/lib/docs/ratesandtariffs/Indiana/IM\\_IN\\_TB\\_18\\_06-29-2020.pdf](https://www.indianamichiganpower.com/global/utilities/lib/docs/ratesandtariffs/Indiana/IM_IN_TB_18_06-29-2020.pdf).

<sup>3</sup> Cause No. 44963, Petitioner’s Exhibit 1, the Direct Testimony of Justin C. Brown, page 3, lines 3 to 5, DEI predicted 836 customers would opt-out. However, in Duke Energy Indiana, LLC’s Final Quarterly Progress Report submitted July 1, 2020, as of June 30, 2020, there were 2,790 customers enrolled in the opt out program.

<sup>4</sup> Cause No. 45264, Order March 4, 2020, page 30, ordering paragraph 7.

<sup>5</sup> Cause No. 45235, Order March 11, 2020, page 118, ordering paragraph 18.5.

1 **Q: Do you recommend the Commission approve the Settlement Agreement?**

2 A: Yes. The Settlement Agreement is a reasonable compromise amongst all parties

3 and is in the public interest; therefore, I recommend the Commission approve it in

4 its entirety.

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

6 A: Yes.

**APPENDIX A**

1 **Q: Summarize your professional background and experience.**

2 A: I graduated from Michigan State University in 2008 with a Bachelor of Science  
3 degree in Environmental Science and Management. I graduated from Florida State  
4 University College of Law in May 2011 with a Juris Doctorate and Environmental  
5 Law certificate. I spent over two years while in law school as a certified legal intern,  
6 providing pro bono legal services to poverty level residents of Tallahassee, FL. I  
7 worked in the legal department of Depuy Synthes, a Johnson & Johnson Company,  
8 where I assisted with patent filings and nondisclosure agreements. Starting in 2013,  
9 I worked for the Indiana Department of Environmental Management as a rule  
10 writer, in which I worked extensively with the public at large, special interests  
11 groups, and affected regulated entities to understand the rulemaking process and to  
12 respond to their comments on ongoing environmental rules. I joined the OUCC in  
13 July of 2017.

14 **Q: Describe some of your duties at the OUCC.**

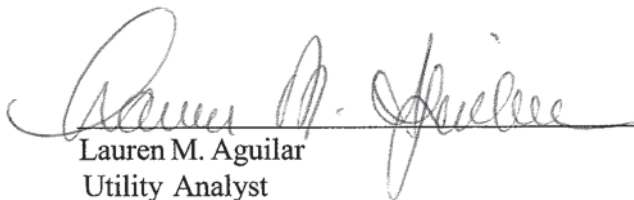
15 A: I review and analyze utilities' requests and file recommendations on behalf of  
16 consumers in utility proceedings. As applicable, my duties may also include  
17 analyzing state and federal regulations, evaluating rate design and tariffs,  
18 examining books and records, inspecting facilities, and preparing various studies.  
19 Most of my expertise is in environmental science, environmental state and federal  
20 regulation, and state agency administration.

1 **Q: Have you testified before the Commission?**

2 A: Yes. I have previously testified in Cause Nos. 42170 ECR -30, 44340 FMCA-9,  
3 44340 FMCA-10, 44340 FMCA-11, 44340 FMCA-12, 44340 FMCA-13, 44963,  
4 44978, 44981, 44998, 45010, 45047, 45052, 45071, 45235, 45253, 45253 S2,  
5 45361, and 45052 ECA-1.

**AFFIRMATION**

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

A handwritten signature in cursive script, appearing to read "Lauren M. Aguilar", written over a horizontal line.

Lauren M. Aguilar

Utility Analyst

Indiana Office of Utility Consumer Counselor

Cause No. 45264 S1

Indianapolis Power & Light

August 14, 2020

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Date



**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that a copy of the ***OUCC SETTLEMENT TESTIMONY OF LAUREN M. AGUILAR*** was served via electronic mail, on August 14, 2020, upon the following:

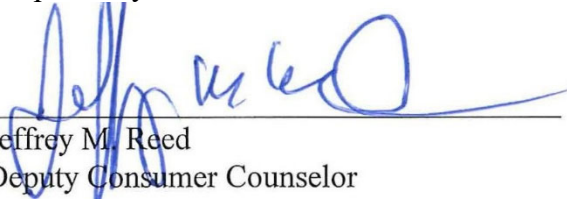
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Respectfully submitted,



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