

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF DUKE ENERGY)
INDIANA, LLC, INDIANA GAS COMPANY)
D/B/A VECTREN ENERGY DELIVERY OF)
INDIANA, INC., INDIANA MICHIGAN POWER)
COMPANY, INDIANA NATURAL GAS)
CORPORATION, INDIANAPOLIS POWER &)
LIGHT COMPANY, MIDWEST NATURAL GAS)
CORPORATION, NORTHERN INDIANA)
PUBLIC SERVICE COMPANY, LLC, OHIO)
VALLEY GAS CORP. AND OHIO VALLEY GAS,)
INC., SOUTHERN INDIANA GAS & ELECTRIC)
COMPANY D/B/A VECTREN ENERGY)
DELIVERY OF INDIANA, INC., AND)
SYCAMORE GAS COMPANY FOR)
(1) AUTHORITY FOR ALL JOINT)
PETITIONERS TO DEFER AS A REGULATORY)
ASSET CERTAIN INCREMENTAL EXPENSE)
INCREASES AND REVENUE REDUCTIONS OF)
THE UTILITY ATTRIBUTABLE TO COVID-19;)
AND (2) THE ESTABLISHMENT OF SUB-)
DOCKETS FOR EACH JOINT PETITIONER IN)
WHICH EACH JOINT PETITIONER MAY)
ADDRESS REPAYMENT PROGRAMS FOR)
PAST DUE CUSTOMER ACCOUNTS,)
APPROVAL OF NEW BAD DEBT TRACKERS,)
AND/OR DETAILS CONCERNING THE)
FUTURE RECOVERY OF THE COVID-19)
REGULATORY ASSET)

CAUSE NO. 45377
(Consolidated Under
Cause No. 45380)

PETITION OF INDIANA OFFICE OF UTILITY)
CONSUMER COUNSELOR FOR GENERIC)
INVESTIGATION INTO COVID-19 IMPACTS)
TO BE CONDUCTED OVER TWO PHASES;)
EMERGENCY RELIEF PURSUANT TO IND.)
CODE § 8-1-2-113 TO RELIEVE INDIANA)
RATEPAYERS OF THE THREAT OF UTILITY)
SERVICE DISCONNECTION AND PAYMENT)
ARREARAGES DURING GLOBAL HEALTH)
AND ECONOMIC CRISIS)

CAUSE NO. 45380

SUBMISSION OF REPORT ON COVID RESPONSE ACTIVITIES
ON BEHALF OF CITY OF FRANKFORT

The City of Frankfort, Indiana (“Frankfort”) by counsel, submits information concerning accounts receivable aging required by the Commission’s June 29, 2020 Order in this Cause as follows:

Frankfort Municipal Electric currently has 462 customers who are more than 60 days past due and would be eligible for disconnection but for the moratorium. Frankfort is offering extended payment arrangements as set forth in the attached.

Respectfully submitted,

By: /s/ Nicholas K. Kile

Nicholas K. Kile, Atty No. 15203-53

Barnes & Thornburg LLP

11 South Meridian Street

Indianapolis, Indiana 46204

Telephone: (317) 231-7768

Fax: (317) 231-7433

Email: nicholas.kile@btlaw.com

Attorneys for City of Frankfort, Indiana

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served by electronic mail this 15th day of July, 2020, to the following:

Duke Energy Indiana:

Kelley A. Karn
Melanie D. Price
Duke Energy Business Services LLC
1000 East Main Street
Plainfield, IN 46168
kelly.karn@duke-energy.com
melanie.price@duke-energy.com

Indiana Natural Gas and Midwest Natural Gas:

L. Parvin Price
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204
Parvin.Price@btlaw.com

I&M:

Jeffrey M. Peabody
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204
jpeabody@btlaw.com

IPL:

Teresa Morton Nyhart
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204
tnyhart@btlaw.com

NIPSCO:

Claudia J. Earls
NiSource Corporate Services – Legal
150 West Market, #600
Indianapolis, IN 46204
cjearls@nisource.com
Nicholas K. Kile
Barnes & Thornburg
LLP
11 South Meridian Street
Indianapolis, IN 46204
nicholas.kile@btlaw.com

Indiana Office of Utility Consumer Counselor:

Randall Helmen
Tiffany Murray
Office of Utility Consumer Counselor
115 West Washington Street, #1500S
Indianapolis, Indiana 46204
rhelmen@oucc.in.gov
timurray@oucc.in.gov

Indiana Gas and SIGECO:

Jason Stephenson
Heather Watts
Robert Heidorn
Justin Hage
Centerpoint Energy, Inc.
One Vectren Square
211 N.W. Riverside Drive
Evansville, Indiana 47708
Jason.Stephenson@centerpointenergy.com
Heather.Watts@centerpointenergy.com
Bob.Heidorn@centerpointenergy.com
Justin.Hage@centerpointenergy.com

Industrial Group:

Joseph Rompala
Todd A. Richardson
Lewis & Kappes, P.C.
One American Square, Suite 2500
Indianapolis, Indiana 46282-0003
JRompala@lewis-kappes.com
TRichardson@lewis-kappes.com
etennant@lewis-kappes.com
atyler@lewis-kappes.com

OVG:

Clayton C. Miller
STOLL KEENON OGDEN PLLC
201 North Illinois Street, Suite 1225
Indianapolis, IN 46204
clayton.miller@skofirm.com

Sycamore Gas:

Kay E. Pashos
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200
kay.pashos@icemiller.com

Sierra Club:

Allison W. Gritton
211 North Pennsylvania Street
One Indiana Square, Suite 1800
Indianapolis, IN 46204
Allison.Gritton@woodenlawyers.com

CAC:

Jennifer Washburn
Citizens Action Coalition
1915 West 18th Street, Suite C
Indianapolis, IN 46202
jwashburn@citact.org

ExteNet Systems, Inc.:

Haran C. Rashes
3030 Warrenville Road, Suite 340
Lisle, IL 60532
hrashes@extenetsystems.com

Aqua Indiana, Inc.:

Mark R. Alson
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282-0200
mark.alsen@icemiller.com

The Kroger Co.:

Kurt J. Boehm
Jody Kyler Cohn
Boehm, Kurtz & Lowry
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
KBoehm@BKLawfirm.com
JKylerCohn@BKLawfirm.com

Kevin Higgins
Justin Bieber
Energy Strategies, LLC
215 South State Street, Suite 200

LaPorte County:

Shaw R. Friedman
Friedman & Associates, P.C.
705 Lincolnway
LaPorte, IN 46350
sfriedman.associates@frontier.com

Keith L. Beall
Clark, Quinn, Moses, Scott & Grahn, LLP 320
N. Meridian Street, Suite 1100
Indianapolis, IN 46204
kbeall@clarkquinnlaw.com

Fort Wayne City Light & Power Works
Richmond Power & Light Crawfordsville
Electric Power & Light Schererville
Water Dept.
Edwardsville Water Company
Marion Municipal Utilities Stucker
Fork Conservancy District Michigan
City Water Department Gibson
Water

North Dearborn Water

J. Christopher Janak
Nikki Gray Shoultz
Kristina Kern Wheeler
Bose McKinney & Evans LLP 111
Monument Circle, Suite 2700
Indianapolis, Indiana 46204
cjanak@boselaw.com
nshoultz@boselaw.com
kwheeler@boselaw.com

Indiana American Water Company:

Hillary J. Close
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
hillary.close@btlaw.com

Salt Lake City, Utah 84111

khiggins@energystrat.com

jbieber@energystrat.com

John P. Cook

John P. Cook & Associates

900 W. Jefferson Street

Franklin, IN 46131

john.cookassociates@earthlink.net

/s/ Nicholas K. Kile

Nicholas K. Kile



1405 E Wabash St
Post Office Box 578
Frankfort, IN 46041
Phone: 765-659-3361
Fax: 765-659-6777

July 14, 2020

COVID-19 PAYMENT PLAN AND DISCONNECT FACT SHEET

- **Payment plans**

- Payment plans will be available for repayment up to six months from July 1st, 2020, or six months from the date of the latest moratorium on disconnections provided from the Indiana Governor's Office via Executive Order.
- Persons who set up a payment plan shall have the opportunity to meet with a three-person panel prior to being disconnected. Such panel shall consist of the following three persons: one member of the Utility Service Board of the City of Frankfort, Indiana, the General Manager of the Frankfort Municipal Utilities, and the Department Head for the Billing Department of the Frankfort Municipal Utilities.
- The three-person panel shall have complete discretion over the requirements to prevent disconnection for any person on a payment plan.
- If repeated failures to meet requirements of payment plans occur, the affected individuals may be brought to court in the usual manner for all other outstanding payments.

- **Disconnections**

- Disconnections will start one month after July 1st, 2020, or one month from the date of the latest moratorium on disconnections provided from the Indiana Governor's Office via Executive Order.
- Prior to being disconnected, a person on a payment plan shall have an opportunity to be heard by the three-person panel described above.
- Normal disconnections shall still occur in their usual manner for all persons who have not entered into a payment plan.
- Notice shall be provided to all proposed disconnects in the usual manner and shall be hand-delivered to the service address a few days prior to disconnection.



1405 E Wabash St
Post Office Box 578
Frankfort, IN 46041
Phone: 765-659-3361
Fax: 765-659-6777

Date: _____, 2020

PAYMENT PLAN CONTRACT

Name _____

Address _____

Employer _____

Social Security Number _____ Date of Birth _____

Acct# _____ Payment Plan Ref# _____

I, _____, understand I have an outstanding balance on my Frankfort Municipal Utilities account of \$ _____. I hereby agree to pay the past due balance of my bill(s) in _____ payments, beginning on _____, 2020, with each payment to be a total of \$ _____. I understand that it is my responsibility to make these **payments in addition to my current bill** by the end of the business day stated within, and monthly thereafter until such outstanding balance is paid in full.

I understand failure to make a payment on this payment plan by my due date of the _____ day of each month, could result in **disconnection** of my utilities at my service address. I understand that, should I fail to make a payment on this payment plan, I may be required to appear before a three person panel consisting of one member of the Utility Service Board of the City of Frankfort, Indiana, the General Manager of the Frankfort Municipal Utilities, and the Department Head of the Billing Department of the Frankfort Municipal Utilities. At such meeting, I will have an opportunity to provide an explanation of the circumstances surrounding my missed payment, and the panel, in its discretion, shall determine the requirements for my utility services to remain connected. Such requirements may include **payment in full**, including all current and past due amounts. Any requirement determined by the panel must be paid within the time provided by the panel, or **disconnection may occur. Should I be disconnected, payment in full, including all current and past due amounts, must be provided before reconnection of service.**

I understand that failure to pay my outstanding balance may result in court action being initiated, which court action may involve the addition of court costs, statutory interest, and additional attorney fees to the amount I now owe, together with the

inconvenience of court appearances and the negative affect such action may have on my credit.

Additionally, I understand that if judgment is entered against me, post-judgment proceedings could result in garnishment of wages or accounts receivable or the issuance of a writ which permits the sale of non-exempt property. Finally, a judgment may, under certain circumstances, constitute a lien upon real estate in the state of Indiana.

I understand if the due date selected falls on a weekend or holiday, it will be due the following business day by 5 p.m.

If you are unsure as to what your payment will be, please call the Frankfort Municipal Utilities Billing office at (765) 659-3361.

Customer x _____ Date _____

Print _____

Billing Office Rep. x _____ Date _____

Meeting ___ Contacts ___ Spec. Cond. ___ Scanned to TCM _____

Account notes completed by: _____ date _____

COVID-19 PANEL PROCEDURES

Utility Service Board
of the City of Frankfort, Indiana

Adopted _____, 2020

Utility Service Board of the City of Frankfort, Indiana
1000 Washington Avenue
Phone: (765) 659-6700

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Forward

This information has been provided to you by the Utility Service Board of the City of Frankfort, Indiana, to assist with the panel procedures for COVID-19 payment plans. These procedures are not intended to substitute for the legal advice and assistance of an attorney. These procedures are similar to those employed by a court in a trial. However, these procedures apply specifically to the panel process for COVID-19 payment plans. This process establishes a record of facts in panel procedures. During this process, the account holder shall have an opportunity to present evidence in explanation of missed payments to resolve disputes regarding the disconnection of utilities.

Utility Service Board of the City of Frankfort, Indiana

Mike Kelley, Chairman

Kent Brewer, Vice Chairman

Joe Root, Member

Mike Reeder, Member

Rick Gunyon, Member

Parties

A “party” subject to this process refers to an account holder who has entered into a valid payment plan contract with the Frankfort Municipal Utilities in response to COVID-19 and the members of the three person panel, including one member of the Utility Service Board of the City of Frankfort, Indiana, the General Manager of the Frankfort Municipal Utilities, and the Department Head of the Billing Department of the Frankfort Municipal Utilities.

The account holder shall be referred to as the “account holder.”

The panel members, collectively, shall be referred to as the “panel.”

Panel

The Utility Service Board of the City of Frankfort, Indiana, has elected to appoint a panel consisting of one member of the Utility Service Board of the City of Frankfort, Indiana, the General Manager of the Frankfort Municipal Utilities, and the Department Head of the Billing Department of the Frankfort Municipal Utilities. The panel shall conduct all panel meetings regarding COVID-19 payment plans pursuant to these procedures.

Decisions Subject to Panel Meeting

Any qualified account holder as defined herein shall have the opportunity to appear before the panel if he or she fails to make a payment pursuant to the terms of his or her payment plan prior to a disconnection of utility service. Only those account holders who have entered into a valid payment plan contract with the Frankfort Municipal Utilities is eligible to meet with the panel.

Timely Request for Panel Meeting

An account holder must request a panel meeting not later than forty-eight hours prior to disconnection. A request for a panel meeting must be made in writing and may be submitted to the Frankfort Municipal Utilities billing office.

Scheduling Panel Meeting

The panel meeting proceedings shall be scheduled as soon as practicable after the request is made. The panel must notify the account holder in writing of the time, date, and place of the panel meeting. Should the account holder have a conflict with the date or time of the panel meeting, he or she must notify the panel in writing not later than forty-eight hours prior to the panel meeting. The panel, at its discretion, may reschedule the panel meeting one (1) time pursuant to the request of an account holder.

Appearing at the Panel Meeting

The account holder must be present at the panel meeting. Should the account holder fail to appear at the panel meeting, the panel, at its discretion, may make a determination that a disconnection is appropriate. If an account holder fails to attend the panel meeting but makes an effort to notify the panel of the reason for his or her failure to attend said panel meeting, the panel, at its discretion, may reschedule the panel meeting one (1) time.

Continuing and Adjourning

At the discretion of the panel and upon request by an account holder not later than forty-eight hours before the commencement of the panel meeting, the panel meeting may be continued to another date. Once a panel meeting has commenced, the panel may continue the panel meeting to provide more time if necessary. A panel meeting which has been continued shall be heard as soon as practicable.

After the account holder has presented all of his or her evidence, the panel shall adjourn the panel meeting. After the panel adjourns the panel meeting, it shall consider all the evidence presented. No further evidence shall be considered by the panel after adjournment unless good cause is shown as to why such evidence was not presented at the panel meeting.

Panel Meeting Conduct

Presiding Adjudicator. The panel shall be the presiding adjudicator at the panel meeting. The presentation of evidence shall be governed by the panel.

Commencement of Proceedings. The panel shall begin each panel meeting by providing an overview of the panel process pursuant to these procedures.

Presentation of Evidence. The account holder shall have an opportunity to present evidence to the panel to explain why he or she failed to make payment(s) according to his or her payment plan contract. The panel shall have the opportunity to ask questions of the account holder and obtain any information reasonably necessary for the panel to make its decision.

Conduct of Parties. The account holder and panel shall be respectful throughout the panel meeting. Use of foul language, showing a lack of respect to the other party or the panel, or failing to follow the procedures provided herein are grounds for sanctions from the panel.

Determination

The panel shall issue a written determination, which shall be issued to the account holder not more than five (5) business days following the date of the panel meeting, shall state the factual basis for the determination, and shall inform the account holder of the requirements which must met to prevent disconnection and the timeline under which those requirements must be met.

During such time as the determination is pending, no disconnection shall occur.

Failure to Meet Requirements of Determination

Should an account holder fail to meet the requirements provided in the determination, he or she shall be notified of disconnection. He or she shall have the opportunity to request a panel meeting in the same manner prescribed in these procedures. It is the discretion of the panel whether an additional panel meeting shall be convened.