

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the :
Application of Vectren :
Energy Delivery of Ohio, :Case No. 18-298-GA-AIR
Inc. For Approval of an :
Increase in Gas Rates. :

In the Matter of the :
Application of Vectren :
Energy Delivery of Ohio, :Case No. 18-299-GA-ALT
Inc. For Approval of an :
Alternative Rate Plan. :

In the Matter of the :
Application of Vectren :
Energy Delivery of Ohio, :Case No. 18-49-GA-ALT
Inc. For Approval of an :
Alternative Rate Plan. :

- - -

PROCEEDINGS

Before Gregory Price and Patricia Schabo, Attorney
Examiners, at the Public Utilities Commission of
Ohio, 180 East Broad Street, Room 11-A, Columbus,
Ohio, called at 10:00 a.m. on Tuesday, January 29,
2019.

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Tuesday Morning Session,
January 29, 2019.

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ATTORNEY EXAMINER SCHABO: The Public Utilities Commission of Ohio has assigned for hearing at this time and place Case Nos. 18-298-GA-AIR, 18-299-GA-ALT, and 18-49-GA-ALT, being In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc., for Approval of an Increase in Gas Rates, and two applications for Approval of an Alternative Rate Plan.

My name is Patricia Schabo, and with me is Gregory Price, and we're the Attorney Examiners assigned by the Commission to hear this case.

Start with appearances, beginning with the company.

MR. CAMPBELL: Thank you, your Honor. For the company, Andrew Campbell and Chris Kennedy with the law firm Whitt Sturtevant, LLP, 88 East Broad Street, Suite 1590, Columbus, Ohio 43215.

I'll also enter appearance for Jason Stephenson with Vectren Corporation, One Vectren Square, Evansville, Indiana, 47706.

MR. PRITCHARD: And also on behalf of the company, Mat Pritchard with the law firm McNees,

Wallace & Nurick, 21 East State Street, Columbus,
Ohio 43215.

ATTORNEY EXAMINER SCHABO: Thank you.

MR. MARGARD: Good morning, your Honors.
Thank you. On behalf of the Staff of the Public
Utilities Commission of Ohio, David Yost, Attorney
General, by Assistant Attorney General Werner L.
Margard, 30 East Broad Street, 16th floor, Columbus,
Ohio.

MR. MICHAEL: Good morning, your Honors.
On behalf of Vectren's Residential Utility Consumers,
the Office of the Ohio Consumers Counsel, by Bill
Michael, Angela O'Brien, and Amy Botscher-O'Brien.

MR. SETTINERI: Good morning, your
Honors. On behalf of Retail Energy Supply
Association, Mike Settineri and Gretchen Petrucci,
with the law firm of Vorys, Sater, Seymour and Pease,
52 East Gay Street, Columbus, Ohio 43215.

MR. NUGENT: Good morning, your Honors.
On behalf of Interstate Gas Supply, Inc., Michael
Nugent and Joe Olikier, 6100 Emerald Parkway, Dublin,
Ohio 43016.

MS. FLEISHER: Good morning. On behalf
of the Environmental Law & Policy Center, Madeline
Fleisher, 21 West Broad Street, 8th Floor, Columbus,

1 Ohio 43215.

2 MS. MOONEY: On behalf of Ohio Partners
3 for Affordable Energy, Colleen Mooney, Post Office
4 Box 12451, Columbus, Ohio.

5 MR. LESSER: Good morning. On behalf of
6 the City of Dayton and Ohio America Manufacturing,
7 Steven Lesser and Trevor Alexander, Calfee, Halter &
8 Griswold, 41 South High Street, Columbus, Ohio 43215.

9 CAPTAIN FRIEDMAN: Good morning, sir and
10 ma'am. Captain Robert Friedman, United States Air
11 Force, on behalf of the Federal Executive Agencies,
12 and my address is 139 Barnes Drive, Suite 1, Tyndall
13 Air Force Base, Florida, 32403.

14 ATTORNEY EXAMINER SCHABO: Mr. Campbell,
15 do you have anything to start with before we call a
16 witness?

17 MR. CAMPBELL: I don't believe we have
18 anything preliminary, your Honor. I'll turn it over
19 to my co-counsel to call our first witness.

20 ATTORNEY EXAMINER SCHABO:
21 Mr. Pritchard.

22 MR. CAMPBELL: Actually, Mr. Kennedy.

23 ATTORNEY EXAMINER SCHABO: Sorry,
24 Mr. Kennedy.

25 MR. KENNEDY: Your Honors, we would like

1 to call Russell Feingold to the stand.

2 ATTORNEY EXAMINER SCHABO: If you'd
3 raise your right hand. Do you swear or affirm that
4 the testimony you're about to give is the truth?

5 MR. FEINGOLD: I do.

6 ATTORNEY EXAMINER SCHABO: If you could
7 have a seat, please.

8 - - -

9 Russell A. Feingold
10 being first duly sworn, as prescribed by law, was
11 examined and testified as follows:

12 DIRECT EXAMINATION

13 By Mr. Kennedy:

14 Q. Good morning, Mr. Feingold.

15 A. Good morning, Mr. Kennedy.

16 Q. Please state your name and address for
17 the record.

18 A. Russell A. Feingold, F-e-i-n-g-o-l-d.
19 My business address is 2525 Lindenwood Drive,
20 Wexford, Pennsylvania 15090.

21 Q. And, Mr. Feingold, by whom are you
22 employed?

23 A. Black & Veatch Management Consulting,
24 LLC.

25 Q. Do you have in front of you what's been

1 previously marked as VEDO Exhibit No. 12.0, the
2 Direct Testimony of Russell A. Feingold on behalf of
3 Vectren Energy Delivery of Ohio, Inc.?

4 A. I do.

5 Q. And did you prepare VEDO
6 Exhibit No. 12.0, or was it prepared under your
7 direction?

8 A. It was.

9 Q. And do you believe that the answers in
10 your direct testimony that you've given are true and
11 accurate to the best of your knowledge?

12 A. I do.

13 Q. And if I were to ask you the same
14 questions today, would you give the same answers?

15 A. I would.

16 Q. As you sit there today, do you have any
17 corrections to that piece of direct testimony, sir?

18 A. I do not, Mr. Kennedy.

19 MR. KENNEDY: Your Honors, I'd move for
20 the admission of Mr. Feingold's direct testimony,
21 subject to cross-examination by you or any of the
22 parties.

23 ATTORNEY EXAMINER SCHABO: We'll go
24 ahead and we'll mark his testimony as VEDO
25 Exhibit 12, and we'll reserve ruling on admission

1 until after cross-examination.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 MR. MICHAEL: No questions, your Honor.

4 ATTORNEY EXAMINER SCHABO:

5 Mr. Settineri?

6 MR. SETTINERI: No questions, your

7 Honor.

8 MR. NUGENT: No questions, your Honor.

9 ATTORNEY EXAMINER SCHABO: Ms. Fleisher?

10 MS. FLEISHER: Thank you.

11 - - -

12 CROSS-EXAMINATION

13 By Ms. Fleisher:

14 Q. Good morning, Mr. Feingold.

15 A. Good morning.

16 Q. And if you can turn to page 14 of your
17 testimony.

18 A. I have it.

19 Q. And on lines -- starting on line 22 of
20 page 14, you have a sentence about midway through on
21 page -- or on line 24, you state that you derived
22 results that would objectively portray the true cost
23 to serve each of the utility's rate classes and the
24 customers within each rate class. Do you see where I
25 am in your testimony?

1 A. I do.

2 Q. And when you say that your cost of the
3 service study objectively portrays the true costs,
4 does that mean there's only one correct methodology
5 for a cost-of-service study?

6 A. I believe the characterization of a
7 method that's correct is in the eyes of the beholder.
8 But I think also there are some well accepted methods
9 in the industry, including the one that has been used
10 by Vectren, that properly reflects the nature of the
11 costs of a gas distribution utility like Vectren.

12 Q. And are you aware of other methodologies
13 for doing cost-of-service studies?

14 A. Yes. In fact, I believe my testimony
15 mentions a few of the demand or capacity related
16 methods that are also available to the analysts.

17 Q. And in your testimony you discuss peak
18 demand allocation as a concept. It's on page 15.

19 A. Is that a question?

20 Q. Sorry. Just wanted to make sure you
21 were there. And that's based on the utility's design
22 day demand, correct?

23 A. That is correct.

24 Q. And do you know how Vectren calculates
25 the design day demand for its system?

1 A. Well, Vectren doesn't calculate the
2 design day demand for the system, they actually have
3 metered quantities from their upstream pipeline
4 suppliers that are able to determine peak
5 consumption.

6 They use that as an input into the
7 process of assuming the design day weather condition,
8 and I think in the case of Vectren it's something in
9 the order of 78 heating degree days as the basis to
10 look at the heat sensitive load and the base load to
11 be able to determine the design day.

12 MS. FLEISHER: Okay. Thank you,
13 Mr. Feingold. That's all I have, your Honors.

14 MS. MOONEY: No questions.

15 CAPTAIN FRIEDMAN: No questions.

16 ATTORNEY EXAMINER SCHABO: Mr. Margard?

17 MR. MARGARD: No questions. Thank you.

18 ATTORNEY EXAMINER SCHABO: Any
19 recross -- or redirect?

20 MR. KENNEDY: No redirect, your Honor.

21 ATTORNEY EXAMINER SCHABO: All right.
22 Any objections to the admission of Mr. Feingold's
23 testimony, Exhibit 12?

24 (No response.)

25 ATTORNEY EXAMINER SCHABO: Seeing none,

1 we will go ahead and admit VEDO Exhibit No. 12 to the
2 record.

3 (EXHIBIT ADMITTED INTO EVIDENCE.)

4 ATTORNEY EXAMINER SCHABO: Mr. Feingold,
5 thank you. You may step down.

6 (Witness excused.)

7 ATTORNEY EXAMINER SCHABO: Your next
8 witness?

9 MR. KENNEDY: Your Honor, the company
10 would like to call Scott Albertson to the stand.

11 ATTORNEY EXAMINER SCHABO: Good morning.
12 Do you swear that the testimony you're about to give
13 is the truth, and nothing but the truth?

14 MR. ALBERTSON: I do.

15 ATTORNEY EXAMINER SCHABO: Thank you.
16 You may have a seat.

17 - - -

18 Scott E. Albertson,
19 being first duly sworn, as prescribed by law, was
20 examined and testified as follows:

21 DIRECT EXAMINATION

22 By Mr. Kennedy:

23 Q. Good morning, Mr. Albertson.

24 A. Good morning, Mr. Kennedy.

25 Q. Please state your name and address for

1 the record.

2 A. Scott M. Albertson, One Vectren Square,
3 Evansville, Indiana 47708.

4 Q. And by whom are you employed,
5 Mr. Albertson?

6 A. Vectren Utility Holdings, Inc.

7 Q. Do you have in front of you what was
8 previously marked as VEDO Exhibit No. 13.0, the
9 Direct Testimony of Scott E. Albertson on behalf of
10 Vectren Energy Delivery of Ohio, Inc.?

11 A. I do.

12 Q. Did you prepare that direct testimony,
13 or was it prepared under your direction?

14 A. It was.

15 Q. Do you believe that the answers to your
16 direct testimony that you have given are true and
17 accurate to the best of your knowledge?

18 A. They are.

19 Q. If I were to ask you the same questions
20 today, would you give the same responses?

21 A. Yes.

22 Q. Do you have any corrections to make to
23 your direct testimony?

24 A. No.

25 Q. Do you also have in front of you what's

1 been previously marked as VEDO Exhibit No. 13.2, the
2 Second Supplemental Direct Testimony of Scott
3 Albertson in Support of the Stipulation and
4 Recommendation on behalf of Vectren Energy Delivery
5 of Ohio, Inc.?

6 A. I do.

7 Q. And did you prepare this second
8 supplemental direct testimony, or was it prepared
9 under your direction?

10 A. It was.

11 Q. And as you sit here today, were the
12 answers that you gave to the questions asked true and
13 accurate, to the best of your knowledge?

14 A. They are.

15 Q. And if I were to ask you the same
16 questions today, would you give the same responses?

17 A. I would.

18 Q. Do you have any corrections to make to
19 the second supplemental direct testimony?

20 A. No.

21 Q. Could I please direct your attention to
22 the Q and A on page 1, Q and A 4, lines 14 to 19 of
23 your second supplemental direct testimony?

24 A. I have that.

25 Q. In this direct testimony you say that

1 you're sponsoring two exhibits, Joint Exhibits 4.0
2 and 5.0 to the Stipulation; is that correct?

3 A. That is correct, with the noted
4 exception.

5 Q. With the exception of the proposed rates
6 in Joint Exhibit 4.0 which are supported by VEDO
7 witness J. Cas Swiz.

8 A. That is correct.

9 MR. KENNEDY: Your Honor, at this point
10 we'd like to move for admission, subject to cross, of
11 VEDO Exhibit 13.0 and Exhibit 13.2.

12 The reason I asked Mr. Albertson to note
13 those two exhibits to the Stipulation is because the
14 company intends to move the entire stipulation in
15 later through Mr. Swiz, but we are presenting
16 Mr. Albertson here now if parties have
17 cross-examination on the two exhibits to the
18 Stipulation that Mr. Albertson supported.

19 ATTORNEY EXAMINER SCHABO: We'll mark
20 the exhibits as they were marked.

21 (EXHIBITS MARKED FOR IDENTIFICATION.)

22 ATTORNEY EXAMINER SCHABO: But again,
23 we'll withhold admission until after cross.

24 MR. KENNEDY: Thank you, your Honors.

25 ATTORNEY EXAMINER PRICE: Could we go

1 off the record?

2 (Discussion off the record.)

3 ATTORNEY EXAMINER PRICE: Let's go back
4 on the record.

5 ATTORNEY EXAMINER SCHABO: OCC?

6 - - -

7 CROSS-EXAMINATION

8 By Ms. O'Brien:

9 Q. Good morning, Mr. Albertson.

10 A. Good morning.

11 Q. As Mr. Michael said, my name is Angela
12 O'Brien. I'm here on behalf of Vectren's residential
13 consumers. I'm with the Ohio Consumers' Counsel.
14 And first I'd like to direct your attention to your
15 second supplemental direct testimony.

16 A. I have that.

17 Q. Okay. Now, the purpose of your
18 testimony is to testify as to facts in support of the
19 Stipulation; is that correct?

20 A. Yes.

21 Q. Okay. Now, let me direct your attention
22 to page 2 of that same testimony. And on page 2 you
23 discuss how the Stipulation addresses a number of
24 marketer and supplier issues; is that correct?

25 A. Yes.

1 Q. And these issues include, among others,
2 the exit the merchant function, billing system
3 upgrades, and providing certain customer information
4 to Choice Suppliers; is that correct?

5 A. Yes.

6 Q. Now, with respect to these issues, the
7 Stipulation, at paragraph 15, provides that Vectren
8 will meet with the Stipulation signatories and other
9 interested parties to discuss proposals to implement
10 these issues; is that correct?

11 A. Yes.

12 Q. Does Vectren commit to allowing OCC to
13 participate in these meetings?

14 A. I believe the company would consider OCC
15 an interested party, so yes.

16 Q. Okay. Now, specifically with respect to
17 the exit the merchant function about which you
18 testified, the Stipulation provides that Vectren will
19 meet with the interested parties to discuss the exit
20 the merchants function.

21 And would you agree that the Stipulation
22 does not actually require Vectren to exit the
23 merchants function?

24 A. I would agree with that.

25 Q. And Vectren does not commit to

1 supporting an exit the merchant function in these
2 meetings; is that correct?

3 A. Not at this time, no.

4 Q. Okay. Do you know whether Vectren will
5 support a partial exit the merchant function, for
6 example, exiting the merchants function only for
7 nonresidential customers?

8 MR. SETTINERI: Objection. Calls for
9 speculation.

10 ATTORNEY EXAMINER SCHABO: He can
11 answer.

12 THE WITNESS: I don't know.

13 By Ms. O'Brien:

14 Q. Thank you. Now I want to move on to the
15 billing upgrades in particular discussed in the
16 Stipulation.

17 Now, the Stipulation lists a number of
18 billing upgrades that Vectren will explore with
19 suppliers including a fixed bill through rate-ready
20 code, additional rate-ready codes, billing a rate
21 based on New York Mercantile Exchange prices, plus or
22 minus a value, permitting prepayment of the commodity
23 portion of the bill, and allowing a zero price
24 rate-ready code; is that correct?

25 A. That's my recollection, yes. Excuse me.

1 MR. KENNEDY: Counselor, if I may
2 interject, would it be possible to identify the part
3 of the Stipulation when you're walking through it,
4 and maybe direct the witness to it?

5 MS. O'BRIEN: Sure. In this case it's
6 Stipulation Paragraph 15 d.

7 THE WITNESS: I have that.

8 By Ms. O'Brien:

9 Q. Okay. Now, has Vectren conducted any
10 studies to determine the cost of implementing these
11 billing upgrades?

12 A. No.

13 Q. And do you agree that these proposed
14 billing upgrades largely benefit marketers and
15 suppliers?

16 A. I would agree they provide benefits to
17 marketers and suppliers.

18 Q. Okay. Now, the Stipulation expressly
19 conditions the billing upgrade provisions on IGS's
20 and Retail Electric Supply Association signatures; is
21 that correct?

22 A. Yes.

23 Q. But the Stipulation does not
24 specifically provide for billing upgrade cost
25 recovery for marketers or suppliers; isn't that

1 correct?

2 MR. SETTINERI: Just object as to being
3 ambiguous. I don't understand the question. I just
4 object as to general form of the question.

5 MS. O'BRIEN: I can rephrase the
6 question.

7 By Ms. O'Brien:

8 Q. What in the Stipulation provides for
9 cost recovery for the billing upgrades for marketers
10 or suppliers?

11 MR. SETTINERI: Again, I object to the
12 form of the question. She's assuming that the
13 billing upgrades are for marketers and suppliers, and
14 there's been no foundation laid for that.

15 ATTORNEY EXAMINER SCHABO: Try one more
16 time.

17 By Ms. O'Brien:

18 Q. Does the Stipulation provide for cost
19 recovery of the billing upgrades?

20 A. The Stipulation provides, in paragraph g
21 on page 23, the Signatory Parties have acknowledged
22 the cost recovery under our existing ETC Rider can
23 include billing system upgrades as described above in
24 the Stipulation.

25 Q. And the ETC Rider, the Exit Transition

1 Cost Rider, that Rider is recovered from customers;
2 is that correct?

3 A. Yes.

4 Q. It's not recovered from marketers?

5 A. That is correct.

6 Q. Okay. Thank you. Okay. Now, with
7 respect to pages 21 and 22 of the Stipulation, I
8 believe that is Paragraph 15 d, at the bottom of the
9 page, the Stipulation references Vectren's commitment
10 to review billing upgrades in the context of a
11 successor billing system. Is Vectren currently
12 planning to replace its billing system?

13 A. I'm aware of discussions in that regard,
14 yes. I don't have any particulars on the timing.

15 Q. So with respect to the meetings to
16 discuss billing upgrades with the marketers as
17 provided for in the Stipulation, would any potential
18 upgrades be to your current system, or would it be to
19 a successor system?

20 A. I believe that's one of the issues we
21 had in mind when we agreed to the language in the
22 Stipulation that talks about the cost being prudently
23 incurred.

24 Q. And again, you would commit to allowing
25 the OCC to be part of the meetings to discuss these

1 billing upgrades; is that correct?

2 A. Yes.

3 Q. Now I want to direct your attention to
4 the Stipulation, paragraph 15, sub e, which deals
5 with the Top 25 Percent List.

6 A. I have that.

7 Q. Okay. Great. Now, that provides that
8 Vectren will explore the feasibility of providing
9 Choice Suppliers with a list of Choice customers
10 whose current commodity rates are in the top 25
11 percent of all Choice customer rates.

12 Can you confirm that any such list would
13 include only Choice customers, and not supplier
14 Choice customers -- or standard Choice customers?
15 I'm sorry.

16 A. Yes, there would be no Standard Choice
17 Offer customers included in this particular list.

18 Q. Now, has Vectren conducted any studies
19 to determine the potential cost of providing this
20 list?

21 A. No.

22 Q. Now, the Stipulation further provides
23 that the cost of the top 25 percent list will be
24 recovered through a customer list fee. What is that
25 charge, and who pays for it?

1 A. Vectren. The charge is identified in
2 the tariff. I don't recall precisely what the charge
3 is, but I can confirm that that cost is borne by
4 marketers and suppliers.

5 Q. Okay. Now let's go back --

6 ATTORNEY EXAMINER PRICE: I'm sorry,
7 Ms. O'Brien, I have a question.

8 This top 25 percent list, will you
9 specifically ask customers if they would like to opt
10 out of this list?

11 THE WITNESS: Yes.

12 ATTORNEY EXAMINER PRICE: Not just opt
13 out of the list in general, but opt out of the
14 specific list?

15 THE WITNESS: Yes. In fact, if they
16 have opted out of the normal list, if I can say it
17 that way, they automatically opt out of this list, is
18 my understanding.

19 ATTORNEY EXAMINER PRICE: What if they
20 want to stay on the normal list but opt out of this
21 one?

22 THE WITNESS: I'm sure we can
23 accommodate that.

24 ATTORNEY EXAMINER PRICE: But you've not
25 given thought to that?

1 THE WITNESS: I have not.

2 ATTORNEY EXAMINER PRICE: Will you
3 include in this list the date when customer contracts
4 will expire?

5 THE WITNESS: I don't know that that's
6 been contemplated one way or the other.

7 ATTORNEY EXAMINER PRICE: Thank you.
8 Thank you, Ms. O'Brien.
9 By Ms. O'Brien:

10 Q. Okay. Now, if I could direct your
11 attention to paragraph subpart b of the Stipulation
12 dealing with SCO supplier coordination.

13 A. I have that.

14 Q. Now, that paragraph provides that
15 Vectren will transfer a customer call to the Standard
16 Choice Offer supplier when it determines that the
17 customer has a question regarding the SCO supplier,
18 is that correct?

19 A. That's generally correct, yes.

20 Q. Now, my understanding is that under the
21 SCO arrangement, Vectren selects the supplier for the
22 customer; is that correct?

23 A. Select may not be the appropriate term,
24 but those customers are assigned to suppliers on a
25 random basis.

1 Q. Okay. So in other words, the customer
2 doesn't go out and actively or independently choose
3 their supplier?

4 A. That is correct.

5 Q. Okay. Thank you.

6 So in that case -- so in the case of the
7 Standard Choice Offer, the customer's primary
8 relationship is with Vectren; is that correct?

9 A. I would agree with that.

10 Q. Okay. Thank you.

11 ATTORNEY EXAMINER PRICE: Under what
12 circumstances, sitting here today, do you envision
13 transferring a customer to the Standard Choice Offer
14 supplier?

15 THE WITNESS: If the customer had a
16 particular interest in knowing more about that
17 particular supplier and hadn't taken the opportunity
18 to call the supplier directly, we would consider that
19 one scenario where that might occur.

20 It is not our intention, however, to
21 unnecessarily transfer customers only to have them
22 find out later that their real question was for
23 Vectren, and have to have the supplier get them back
24 to the company.

25 ATTORNEY EXAMINER PRICE: When you

1 transfer a customer -- okay. Let's take a step back.
 2 If I'm a customer and I'm seeking service, I will
 3 call Vectren and I will say I want the standard rate,
 4 right?

5 And then you will assign that
 6 customer -- you're just nodding. You can't nod, you
 7 have to say yes.

8 THE WITNESS: Yes, that is correct.

9 ATTORNEY EXAMINER PRICE: And then you
 10 will assign the customer a Standard Choice Offer
 11 supplier; is that right?

12 THE WITNESS: Yes.

13 ATTORNEY EXAMINER PRICE: And so then
 14 the customer calls back and says they received their
 15 first bill and they say who is this company, I've
 16 never heard of this company, I'd like to know more
 17 about them, then you will transfer that customer to
 18 that Standard Choice Supplier, is that correct?

19 THE WITNESS: My assumption is yes. We
 20 may attempt to answer some general questions, but
 21 yes, that would be a circumstance where we would do
 22 that.

23 ATTORNEY EXAMINER PRICE: And when you
 24 transfer that customer, who had no idea who this
 25 marketer is, to that Standard Choice Supplier, will

1 that Standard Choice Supplier be permitted to market
2 their own individual offers to that customer?

3 THE WITNESS: I would assume the answer
4 is yes.

5 ATTORNEY EXAMINER PRICE: And have you
6 performed any studies or surveys of your customers to
7 indicate whether they think this is a service that
8 they would want?

9 THE WITNESS: No, but it's probably
10 worth mentioning that we transfer calls today. We
11 just simply emphasize the nature of that sort of
12 relationship in the Stipulation.

13 ATTORNEY EXAMINER PRICE: How long have
14 you been doing that?

15 THE WITNESS: To my knowledge, as long
16 as we have had SCO in place.

17 ATTORNEY EXAMINER PRICE: Okay.
18 Excellent. Thank you.

19 MS. O'BRIEN: Thank you, your Honor.
20 By Ms. O'Brien:

21 Q. Now, just to follow up on your Honor's
22 questions, would the SCO customer be able to request
23 to not have his or her call transferred to the SCO
24 marketer?

25 A. Well, we wouldn't transfer the call

1 unless the customer asked us to do that.

2 Q. Okay. So your testimony here today is
3 that you would only transfer the customer to the SCO
4 supplier if the customer specifically requested to
5 speak with the SCO supplier?

6 A. Or if, in our reasonable judgment, it
7 seems that it's appropriate that the call be
8 transferred to the supplier.

9 Q. Okay. So has Vectren developed any
10 concrete list of criteria under which it would
11 transfer a call to the SCO supplier?

12 A. Not just yet.

13 Q. Now, does Vectren track information
14 regarding the difference in prices customers pay
15 suppliers and marketers versus what customers pay
16 under the Standard Choice Offer?

17 A. It might be an overstatement to say we
18 track it. We're aware of those price differences.

19 Q. Okay. Would Vectren be willing to
20 commit to tracking that information?

21 A. I'm sure it's something we can discuss
22 in the informational meetings that we talked about
23 here in the Stipulation.

24 Q. Okay. Now, in your experience -- and
25 this is referring to, in general, all of the marketer

1 and supplier provisions in the Stipulation set forth
2 in paragraph 15.

3 Is it your opinion that implementation
4 of these provisions would make it more expensive for
5 marketers to -- marketers or suppliers to participate
6 in the SCO program?

7 A. I think you asked me if we were to
8 follow through on any of these issues and make
9 investments and process changes, would that make
10 doing business with Vectren more expensive for
11 suppliers? Was that your question?

12 Q. Yes. That's actually my question, yes.

13 MR. KENNEDY: Objection. Speculation.
14 Mr. Albertson is not an employee of the marketers and
15 would not know how expensive or not expensive it
16 would be.

17 MR. SETTINERI: I'll also object, lack
18 of foundation. There's been no foundation laid that
19 any studies have been done as to expenses.

20 By Ms. O'Brien:

21 Q. Well, has the company conducted any
22 studies to determine how much it would cost to
23 provide each of these -- each of these billing
24 upgrades -- I'm sorry, the SCO supplier coordination
25 or the billing upgrades, or any of the other

1 provisions set forth in paragraph 15?

2 A. No, with the exception of our already
3 transferring calls under certain circumstances to
4 suppliers, these are all forward-looking discussions.

5 Q. Okay. But you would agree that
6 implementation of these provisions would cost the
7 company money; is that correct?

8 A. They certainly could.

9 Q. And some of these provisions will -- the
10 cost will be borne by marketers or suppliers; is that
11 correct?

12 A. That would be true with respect to the
13 customer list we talked about, the top 25 customer
14 list.

15 It would also be true based on the
16 language in the Stipulation to the extent the cost
17 cap cited there has been exceeded, it could be the
18 case at that point.

19 Q. So that would represent an increased
20 cost to marketers or suppliers; is that correct?

21 A. Well, let's start with that top 25
22 percent list. Yes, the marketers and suppliers will
23 bear the cost of our providing such list to them.

24 Again, I don't work for a supplier, but
25 I would assume they believe that there's a net

1 benefit to having that list.

2 Q. Okay. Thank you.

3 Now I want to move from the marketer and
4 supplier issues to your testimony regarding the
5 Straight Fixed Variable rate design. And I believe
6 your testimony on that -- and I'm referring again to
7 your second supplemental direct testimony.

8 And your testimony regarding the
9 Straight Fixed Variable rate design I believe begins
10 on page 3, starting at line 2.

11 A. I have that.

12 Q. And then I'm also going to refer to
13 paragraph 11 e of the Stipulation.

14 A. You're on page 15 of the Stipulation,
15 right?

16 Q. Yes.

17 A. I have that.

18 Q. Paragraph 11 sub e. And that provision
19 in the Stipulation adopts the Straight Fixed Variable
20 rate design for Group 1 customers; is that correct?

21 A. General Service Group 1, yes.

22 Q. Okay. And could you tell me what
23 customers are included in the Group 1 customers?

24 A. As modified by the Stipulation, any
25 nonresidential customer using 3,000 CCF, or 300 MCF

1 or less on an annual basis.

2 Q. Does Group 1 -- do Group 1 customers
3 include residential customers?

4 A. No.

5 Q. They don't? So it would be fair to say
6 that Group 1 customers are low usage customers?

7 A. Group 1 customers would represent the
8 lowest usage General Service customers on the system.

9 Q. Okay. Now, my understanding is that
10 under the Stipulation, the net fixed residential
11 charge would be \$29.14 a month; is that correct?

12 MR. KENNEDY: Objection. Could you
13 refer him to some part of the Stipulation, counsel,
14 please?

15 MS. O'BRIEN: Well, I'll refer to his
16 testimony. Let me flip back here. I believe it is
17 at -- if you go back to page 3 of your testimony.
18 By Ms. O'Brien:

19 Q. Now, you testified that the fixed
20 residential charge would be \$29.14 a month; is that
21 correct?

22 A. Yes, in the response to question 11,
23 that's the amount.

24 Q. Okay. And that would represent
25 Vectren's proposal to increase the residential fixed

1 charge to \$32.86, minus a proposed Tax Saving Credit
2 Rider of \$3.72; is that correct?

3 A. Yes.

4 Q. Okay. And the fixed charge will be
5 charged to residential customers whether they are low
6 usage customers or whether they used more gas supply;
7 is that correct?

8 A. Yes, it's a fixed charge per month
9 without regard to usage.

10 Q. Now, suppose that a residential customer
11 uses absolutely no gas supply in a given month. What
12 would that customer pay in residential fixed charges?

13 A. \$29.14. There are certain riders that
14 would be volumetric, but in your scenario there is no
15 usage, so those wouldn't apply.

16 Q. Okay.

17 A. So some taxes on top of the \$29.14.

18 Q. So a customer who used absolutely no gas
19 in a given month would still pay the fixed charge?

20 A. That's right.

21 Q. And you concede in your testimony that
22 the residential fixed charges will increase over
23 time; is that correct? And I'm referring
24 specifically to pages 3 and 4 at line 27 into the
25 next page, line 1.

1 A. Yes, as we continue to replace the bare
2 steel and cast-iron infrastructure in our system over
3 the next several years through the rider mechanism,
4 those fixed charges would increase.

5 Q. So the residential customer who uses no
6 gas in a given month would still be subject to that
7 increased fixed charge?

8 A. That is correct.

9 MS. O'BRIEN: No further questions.

10 ATTORNEY EXAMINER SCHABO:

11 Mr. Settineri?

12 MR. SETTINERI: No questions, your
13 Honor.

14 ATTORNEY EXAMINER SCHABO:

15 Mr. Nugent?

16 MR. NUGENT: No questions.

17 ATTORNEY EXAMINER SCHABO: Ms. Fleisher?

18 MS. FLEISHER: Thank you, your Honor.

19 - - -

20 CROSS-EXAMINATION

21 By Ms. Fleisher:

22 Q. Mr. Albertson, we can keep this very
23 quickly. Am I correct that any questions regarding
24 the Stipulation provision on page 6 about the Energy
25 Efficiency Collaborative should go to Mr. Swiz?

1 A. Yes.

2 MS. FLEISHER: Okay. Then no further
3 questions. Thank you, your Honors.

4 ATTORNEY EXAMINER SCHABO: Ms. Mooney?

5 MS. MOONEY: Yes. Thank you.

6 ATTORNEY EXAMINER SCHABO: Could you
7 turn your microphone on for me? Thank you.

8 - - -

9 CROSS-EXAMINATION

10 By Ms. Mooney:

11 Q. Now, you would agree with me that the
12 proposed credit related to the tax savings is going
13 to be determined in another proceeding, Case No.
14 19-29-GA-ATA? And that's on page 3 of your
15 testimony.

16 A. Yes, I would agree.

17 Q. Now, on page 4, lines 15 through 18, you
18 refer to the Straight Fixed Variable rate design as
19 being a policy issue. That's on line 17. Do you see
20 that?

21 A. Yes.

22 Q. And do you believe it is only a policy
23 issue?

24 A. I think it's appropriate to provide
25 customers with a price signal that suggests the

1 company has incurred a cost to stand ready to provide
2 service, and so to the extent you call that a policy
3 issue, yes.

4 Q. Would you agree with me that there are
5 also some price issues, besides policy issues,
6 involved in the Straight Fixed Variable rate?

7 A. I'm not sure what you mean by "price
8 issues" in your question.

9 Q. Talking about the amount of the -- the
10 fixed charges for customers under the Straight Fixed
11 Variable, the amount of the charge. Would you agree
12 that that's also an issue?

13 A. It's an issue to the extent it reflects
14 the cost incurred to serve.

15 Q. And so it's also a cost issue?

16 A. The company has incurred the costs, and
17 is intending to recover them from the customers
18 through this rate design.

19 Q. And you referred to repeatedly
20 litigating a policy issue, on line 17. What would --
21 what is the nature of the repeated litigation of a
22 policy issue?

23 A. Well, in the case of the Straight Fixed
24 Variable rate design it was litigated in our most
25 recent rate case, 07-1080. There's significant

1 policy language, I would say, in the Commission's
2 Order in that proceeding.

3 The Commission has provided similar
4 language in other Ohio Gas Company Orders in the last
5 several years. That's the nature of the comment
6 there when I say relitigate the policy issue.

7 Q. Do you think that the 07 -- and the "07"
8 in that number refers to the -- refers to 2007; is
9 that correct?

10 A. That's true.

11 Q. Is that recent?

12 A. I guess that depends on your
13 perspective.

14 ATTORNEY EXAMINER PRICE: There were
15 other cases or other gas utilities decided in that
16 time frame on Straight Fixed Variable, were there
17 not?

18 THE WITNESS: I believe there were, yes,
19 sir.

20 ATTORNEY EXAMINER PRICE: Columbia Gas
21 of Ohio?

22 THE WITNESS: I believe that's right.

23 ATTORNEY EXAMINER PRICE: Dominion East
24 Ohio Gas?

25 THE WITNESS: That sounds right.

1 ATTORNEY EXAMINER PRICE: And in each of
2 those cases the Commission found Straight Fixed
3 Variable, did it not?

4 THE WITNESS: That's my understanding.

5 ATTORNEY EXAMINER PRICE: And all those
6 cases were appealed, and the Commission affirmed on
7 all those cases; is that correct?

8 THE WITNESS: That is my recollection.

9 ATTORNEY EXAMINER PRICE: Including your
10 case?

11 THE WITNESS: Yes.

12 MS. MOONEY: I'm not sure that -- one of
13 those appeals was withdrawn, the Columbia one --

14 ATTORNEY EXAMINER PRICE: I'm sure.
15 By Ms. Mooney:

16 Q. During the time of the first -- well,
17 let me strike that.

18 You already agreed with the OCC counsel
19 that the customer charge can increase over time; is
20 that correct?

21 A. In lock step with our continuing
22 replacement of the older infrastructure, yes.

23 Q. I like that lock step. Thank you.

24 And that's because the rider that will
25 recover for the capital expenditure is also a fixed

1 charge, right?

2 A. Are you referring to the DRR in this
3 case?

4 Q. Yes.

5 A. Yes; as it has been since its inception.

6 Q. But it's increasing over time; is that
7 correct?

8 A. As we update our cost recovery for most
9 recent investments over time it gradually increases,
10 yes.

11 MS. MOONEY: That's all I have. Thank
12 you.

13 ATTORNEY EXAMINER SCHABO: Mr. Fleisher?

14 MS. FLEISHER: No questions.

15 ATTORNEY EXAMINER SCHABO: Captain?

16 MR. FRIEDMAN: No questions.

17 ATTORNEY EXAMINER PRICE: I have a
18 couple.

19 ATTORNEY EXAMINER SCHABO: Mr. Margard?

20 MR. MARGARD: No questions.

21 ATTORNEY EXAMINER PRICE: Now I have a
22 few questions.

23 - - -

24 EXAMINATION

25 By Attorney Examiner Price:

1 Q. The DRR has been increasing over time;
2 is that correct?

3 A. Yes.

4 Q. But the base distribution rate has not
5 increased since 2007; is that correct?

6 A. That is correct. The fixed charge has
7 been \$18.37.

8 Q. Since your last base rate case?

9 A. Yes.

10 Q. Which was decided somewhere in the
11 2007, 2008 time frame?

12 A. Yeah. Actually, the first year it was
13 13.37 with a volumetric charge. In year two it went
14 to 18.37 with no volumetric.

15 Q. Because there was a phase in?

16 A. There was a phase in.

17 Q. Which I forgot about it.

18 ATTORNEY EXAMINER PRICE: Thank you.
19 That's all I have.

20 ATTORNEY EXAMINER SCHABO: All right.

21 MR. KENNEDY: Your Honors, would it be
22 possible to have a brief moment off the record to
23 confer on whether there will be need for redirect?

24 ATTORNEY EXAMINER SCHABO: Yes. Let's
25 go off the record for a moment.

1 (Recess taken.)

2 ATTORNEY EXAMINER SCHABO: Go back on
3 the record.

4 MR. KENNEDY: Thank you, your Honors.
5 The company has no redirect for Mr. Albertson.

6 ATTORNEY EXAMINER SCHABO: Thank you,
7 Mr. Albertson. You may step down.

8 (Witness excused.)

9 ATTORNEY EXAMINER SCHABO: To be clear
10 we will -- are there any objections to admitting
11 Mr. Albertson's testimony?

12 (No response.)

13 ATTORNEY EXAMINER SCHABO: Okay,
14 Exhibits 13.0 and 13.2 will be admitted.

15 (EXHIBITS ADMITTED INTO EVIDENCE.)

16 ATTORNEY EXAMINER PRICE: The company
17 can call their next witness.

18 MR. CAMPBELL: Can we go off the record?

19 (Discussion off the record.)

20 ATTORNEY EXAMINER PRICE: Go back on the
21 record. Company may call its next witness.

22 MR. CAMPBELL: Thank you, your Honor.
23 The company would call Mr. Cas Swiz to the stand.

24 ATTORNEY EXAMINER PRICE: Mr. Swiz, do
25 you swear the testimony you're about to give is the

1 truth, the whole truth, and nothing but the truth?

2 MR. SWIZ: I do.

3 ATTORNEY EXAMINER PRICE: Please be
4 stated and state your name and business address for
5 the record.

6 THE WITNESS: J. Cas Swiz, 1 Vectren
7 Square, Evansville, Indiana, 47708.

8 ATTORNEY EXAMINER PRICE: Please
9 proceed, Mr. Campbell.

10 MR. CAMPBELL: Thank you, your Honor.

11 - - -

12 J. Cas Swiz,
13 being first duly sworn, as prescribed by law, was
14 examined and testified as follows:

15 DIRECT EXAMINATION

16 By Mr. Kennedy:

17 Q. Mr. Swiz, I have placed in front of you
18 several documents. The first one is labeled Joint
19 Exhibit 1.0 which is the Stipulation and
20 Recommendation filed in this case.

21 And attached to that document is
22 Exhibit 2.0, which are the Stipulation schedule,
23 Joint Exhibit 3.0 which is an illustrative CEP
24 exhibit, and then Joint Exhibit 4.0 which is a
25 Stipulation tariff, and Joint Exhibit 5.0 which are

1 stipulated marketer tariff provisions.

2 Does that describe the documents that
3 you're looking at right now?

4 A. Yes, it does.

5 Q. And you were involved in the negotiation
6 and preparation of this document prior to its filing
7 in this docket; is that correct?

8 A. That is correct.

9 Q. Thank you. I've also placed in front of
10 you what's been marked as VEDO Exhibit 11.2, which is
11 your Second Supplemental Testimony in Support of the
12 Stipulation and Recommendation. Do you have that in
13 from of you?

14 A. I do.

15 Q. Now, if I asked you today the questions
16 that appear in this exhibit, would your answers still
17 be the same today?

18 A. They would.

19 Q. Are they true and accurate to the best
20 of your knowledge?

21 A. They are.

22 Q. And do you have any corrections to this
23 document?

24 A. No, I do not.

25 Q. Thank you. And then I have also placed

1 in front of you an exhibit labeled VEDO
2 Exhibit No. 14.0, and that document was filed in Case
3 No. 18-0049-GA-ALT. Do you have that document in
4 front of you?

5 A. Yes, I do.

6 Q. Would you agree with me that that
7 document is the direct testimony that was filed in
8 the case number that I just referenced?

9 A. It is.

10 Q. And if I asked you today the questions
11 that appear in that document, would your answers
12 still be the same?

13 A. They would.

14 Q. And are they true and accurate to the
15 best of your knowledge?

16 A. They are.

17 Q. And do you have any corrections?

18 A. No, I do not.

19 Q. Thank you. And then lastly, I have
20 placed in front of you a document labeled VEDO
21 Exhibit 15.0. Do you have that document?

22 A. I do.

23 Q. Would you agree with me that that
24 document sets forth a list of 11 items that were
25 filed in the dockets in this case throughout the

1 course of this proceeding?

2 A. That is correct.

3 Q. And would you agree with me that it
4 comprises the Application in 18-298, along with the
5 final requirements and other exhibits, the
6 Application and exhibits filed in 18-49, and the
7 Proofs of Publication filed in 18-298?

8 A. I agree with that.

9 Q. Were you involved in the preparation and
10 filing of all these items?

11 A. I was.

12 Q. Again, would you agree with me that the
13 items that are filed in the docket in this case are
14 accurate and reflect what you worked on to prepare
15 and file?

16 A. I would.

17 Q. Thank you.

18 MR. CAMPBELL: And I would just
19 reference that based on discussion with the Bench and
20 the parties, we are moving these documents in as they
21 appear in the docket without presenting the hard
22 copies due to their voluminous nature.

23 ATTORNEY EXAMINER PRICE: Thank you.
24 And the documents will be marked for the record as
25 discussed by counsel. You may proceed.

1 (EXHIBITS MARKED FOR IDENTIFICATION.)

2 MR. CAMPBELL: Your Honor, we would move
3 for the admission of all these documents subject to
4 cross.

5 ATTORNEY EXAMINER PRICE: We'll defer
6 admission until after cross-examination.

7 CAPTAIN FRIEDMAN: No questions, your
8 Honor.

9 ATTORNEY EXAMINER PRICE4: Mr. Lesser?

10 MR. LESSER: No questions.

11 ATTORNEY EXAMINER PRICE: Mr. Settineri?

12 MR. SETTINERI: No questions, your
13 Honor.

14 ATTORNEY EXAMINER PRICE: IGS.

15 MR. NUGENT: No questions, your Honor.

16 ATTORNEY EXAMINER PRICE: Consumers'
17 Counsel?

18 MS. O'BRIEN: Yes.

19 - - -

20 CROSS-EXAMINATION

21 By Ms. O'Brien:

22 Q. Good morning, Mr. Swiz.

23 A. Good morning.

24 Q. I would like to direct you to your
25 Second Supplemental Direct Testimony, page 3, line 2.

1 And here you state that the stipulated revenue
2 requirement reflects a rate of return on rate base of
3 7.48 percent; is that correct?

4 A. I see that line, yes.

5 Q. Is that number correct, 7.48 percent?

6 A. Yes.

7 Q. Now, where in the Stipulation or in
8 Vectren's testimony do you state the return on equity
9 associated with the 7.48 percent rate of return?

10 A. It's not stated in the Stipulation or my
11 testimony.

12 Q. Can you tell us what the rate of equity
13 is?

14 A. It was not a number that was part of the
15 Stipulation, it was not something that we stipulated
16 to.

17 Q. Do you know what return on equity is?

18 MR. CAMPBELL: Objection, asked and
19 answered.

20 ATTORNEY EXAMINER PRICE: Sustained.

21 By Ms. O'Brien:

22 Q. Okay. But we can calculate the return
23 on equity based upon the 7.48 percent rate of return;
24 is that correct?

25 A. No. There are numerous assumptions that

1 would have to be made to be able to determine that.

2 Q. What assumptions?

3 A. Well, I mean, there would be multiple
4 assumptions that would have to go into that which
5 were not part of the Stipulation.

6 Q. Okay. Well, are you aware of the Staff
7 Report issued in this proceeding?

8 A. I am.

9 Q. And are you aware that the Staff Report
10 recommends a cost of debt of 5.07 percent?

11 A. I am aware of that.

12 Q. And nothing in the Stipulation alters
13 that number, does it?

14 A. Nothing in the Stipulation acknowledges
15 that number.

16 Q. Okay. And are you aware that the Staff
17 Report recommends a capital structure of 48.94
18 percent debt?

19 A. I'm aware that the Staff Report
20 recommended a capital structure. I don't recall the
21 percentages off the top of my head.

22 Q. Would you accept that subject to check?

23 A. No, I would not.

24 Q. Okay. Well, if the Staff -- actually --
25 (Pause.)

1 Mr. Swiz, if I showed you a copy of the
2 Staff Report, would that refresh your recollection of
3 the capital structure adopted in that report?

4 A. Yes, if you showed me the Staff Report,
5 I could review that, yes.

6 Q. Okay. Just give me a minute, I'll grab
7 that.

8 MS. O'BRIEN: Your Honor, may I approach
9 the witness?

10 ATTORNEY EXAMINER PRICE: You may.

11 MR. CAMPBELL: And may I approach, your
12 Honor, just to see what it is the attorney is showing
13 to the witness?

14 ATTORNEY EXAMINER PRICE: You may.

15 MR. CAMPBELL: Thank you.

16 MS. O'BRIEN: Thank you, sir, for
17 bearing with me.

18 By Ms. O'Brien:

19 Q. So this is the Staff Report, and you can
20 look at that if you would like. It's double sided.

21 MS. MOONEY: What page of the Staff
22 Report?

23 MS. O'BRIEN: I'm referring to page 20.

24 By Ms. O'Brien:

25 Q. Are you on page 20?

1 A. Yes, I see that page.

2 Q. Okay. Great. And you'll see there
3 where it recommends a cost of debt of 5.07 percent;
4 is that correct?

5 A. I see that.

6 Q. And again, nothing in the Stipulation
7 alters that?

8 A. Nothing in the Stipulation addresses
9 that.

10 Q. Okay. And also on page 20, the Staff
11 Report recommends a capital structure of 48.94
12 percent debt. Do you see that?

13 A. I see that.

14 Q. Okay. And nothing in the Stipulation
15 alters that number, does it?

16 A. Nothing in the Stipulation acknowledges
17 that number.

18 Q. And the Staff Report, at page 20, also
19 identifies a 51.06 percent equity; is that correct?

20 A. I see that number.

21 Q. Okay. And nothing in the Stipulation
22 modifies that capital structure, does it?

23 A. Nothing in the Stipulation acknowledges
24 that number.

25 Q. So we can calculate the rate of

1 return --

2 ATTORNEY EXAMINER PRICE: Don't answer
3 this question. Improper foundation.

4 MS. O'BRIEN: Okay. I'll rephrase.
5 By Ms. O'Brien:

6 Q. Is it possible to calculate the rate of
7 return based upon those numbers?

8 ATTORNEY EXAMINER PRICE: Improper
9 foundation. Don't answer that. You can ask him a
10 hypothetical. You've clearly stated they did not
11 stipulate to the capital structure or the debt.

12 By Ms. O'Brien:

13 Q. So is it your testimony that -- do you
14 know the capital -- do you know the cost of equity --
15 or the return on equity that supports the 7.48
16 percent rate of return?

17 MR. CAMPBELL: Objection. That's asked
18 and answered. And I'd object at this point to
19 relevance. They have established that the
20 Stipulation does not state the return on equity, so I
21 think it's an irrelevant line of questioning.

22 MS. O'BRIEN: Your Honor, it's a
23 relevant line of questioning because it determines
24 whether profits flow to ratepayers -- or the
25 consumers, rather, or the company shareholders. So

1 that's why I'm --

2 ATTORNEY EXAMINER PRICE: I don't
3 understand what you're saying.

4 MS. O'BRIEN: Well, the return on equity
5 is an important number to determine.

6 ATTORNEY EXAMINER PRICE: Why is that?

7 MS. O'BRIEN: Because it shows whether
8 or not --

9 ATTORNEY EXAMINER PRICE: Is it required
10 by the statute?

11 MS. O'BRIEN: No, it's not required by
12 the statute.

13 ATTORNEY EXAMINER PRICE: Then it's not
14 relevant.

15 MS. O'BRIEN: I'll withdraw my
16 questioning on that then.

17 ATTORNEY EXAMINER PRICE: Thank you.

18 By Ms. O'Brien:

19 Q. So let's move into the CEP Rider. And
20 your testimony on that begins at page 10.

21 A. Is this in my second supplemental?

22 Q. Yes.

23 A. All right. I'm there.

24 Q. Okay. Just give me a minute to get
25 there.

1 Now, beginning on page 10, line 4
2 through line 6 on page 12, you list what you believe
3 to be several benefits that the -- that support the
4 Stipulation; is that correct?

5 A. That is correct.

6 Q. Okay. And one of the benefits you cite
7 are the cost controls related to Vectren's Capital
8 Expenditure Program, is that correct?

9 A. Do you have a specific reference?

10 ATTORNEY EXAMINER PRICE: Page 11.

11 By Ms. O'Brien:

12 Q. Yeah, it starts at page 11.

13 A. I see that now.

14 Q. It starts, I believe, at line 8. And is
15 the cost control that you're referring to the \$1.50
16 per month cap for residential customers set forth in
17 the Stipulation?

18 MR. CAMPBELL: Objection to the
19 characterization. The testimony did not set forth
20 one cost control.

21 ATTORNEY EXAMINER PRICE: Sustained.

22 By Ms. O'Brien:

23 Q. And is one of the cost controls you're
24 referring to the \$1.50 per month cap for residential
25 customers set forth in the Stipulation?

1 A. One of the cost controls is the caps
2 that are set forth for both the CEP and the DRR.

3 Q. Including the \$1.50 per month cap?

4 A. That is correct.

5 Q. Okay. And now my understanding is that
6 the \$1.50 per month cap is intended to be a
7 cumulative cap on cumulative deferred post-in-service
8 carrying costs, and property tax and depreciation
9 expenses associated with Capital Expense Program,
10 capital investments for the 2018 through 2024 period;
11 is that correct? And I'm referring specifically to
12 stipulation paragraph 8, sub c, sub i.

13 A. Yes, I see that reference in the
14 Stipulation.

15 Q. And Joint Exhibit 3.0 to the Stipulation
16 provides the illustrative example of how the CEP cap
17 is supposed to work; is that correct?

18 A. Yes, it does.

19 Q. Now, regarding Joint Exhibit 3.0, did
20 Vectren estimate the cumulative CEP capital
21 investment level that would cause the cumulative cap
22 to be reached at the end of 2024?

23 A. I'm sorry. Can you repeat the question?
24 I'm not sure I'm following.

25 Q. Sure. Regarding Joint Exhibit 3.0, did

Vectren estimate the cumulative CEP capital investment level that would cause the cumulative cap to be reached at the end of 2024?

A. No, that's not what is listed on Joint Exhibit 3.

Q. So are you -- is your testimony that you did not estimate the cumulative CEP capital investment level?

MR. CAMPBELL: Object. You asked specifically with reference to Joint Exhibit 3.0. He answered the question regarding 3.0. Now you're characterizing saying they didn't do it, period. By Ms. O'Brien:

Q. Has Vectren estimated the cumulative CEP investment level that would cause the \$1.50 cumulative cap to be reached at the end of 2024?

A. No, the capital investment level has not been part of the estimate. However, the \$1.50 cap is supported by an estimated revenue requirement. The capital investment and associated deferrals that would make that up has not been part of the estimate.

Q. Has Vectren made any estimates at all regarding the cumulative CEP investment levels that would cause the cap to be reached?

A. No.

1 Q. Has Vectren prepared a budget for CEP
2 capital investments into the future?

3 A. No.

4 MS. O'BRIEN: Thank you, Mr. Swiz. No
5 further questions.

6 MR. MICHAEL: Your Honor, may counsel
7 for OCC have an opportunity to consult for a brief
8 moment before we move on?

9 ATTORNEY EXAMINER PRICE: Yes. Let's go
10 off the record.

11 (Recess taken.)

12 ATTORNEY EXAMINER PRICE: Let's go back
13 on the record. Ms. O'Brien, you have further
14 questions for this witness?

15 MS. O'BRIEN: Yes.

16 By Ms. O'Brien:

17 Q. So I'm going to take you through a
18 hypothetical calculation, okay?

19 Would you agree that you would be able
20 to calculate a rate of return by multiplying the cost
21 of debt by the debt percentage in the capital
22 structure, and then multiplying the equity percentage
23 by the return on equity in the capital structure, and
24 then add those products together to reach a rate of
25 return?

1 MR. CAMPBELL: Your Honor, object. They
2 are taking care of the foundation problem with a
3 hypothetical. They are not taking care of the
4 relevance problem that has already been ruled on that
5 ROE is not relevant to this case.

6 ATTORNEY EXAMINER PRICE: Well, I think
7 your objection is premature. Right now she's just
8 asking how one could calculate a rate of return, and
9 that's a fair question.

10 MR. CAMPBELL: I guess I would object to
11 that as beyond the scope of his testimony.

12 ATTORNEY EXAMINER PRICE: Overruled.
13 You can answer the question, if you know.

14 THE WITNESS: I think there are multiple
15 ways to calculate a rate of return. Dr. Vilbert can
16 specify and speak to that more fully.

17 By Ms. O'Brien:

18 Q. Okay. But would you agree with me that
19 one way to calculate a rate of return is what I just
20 described?

21 A. There are multiple ways. That is one of
22 multiple ways that could be utilized to calculate a
23 rate of return. I will defer to Dr. Vilbert for more
24 specifics.

25 MS. O'BRIEN: No further questions.

1 Thank you, Mr. Swiz.

2 ATTORNEY EXAMINER PRICE: Before we move
3 on, Mr. Swiz, the CEP Rider cap, was that provided by
4 the company in its application, or was that a result
5 of the Stipulation?

6 THE WITNESS: That's a result of the
7 Stipulation. We do have a cap currently in place for
8 you CEP deferral, and so it mimics that cap that's in
9 place.

10 ATTORNEY EXAMINER PRICE: Is the agreed
11 upon number between the company, the Staff, and other
12 Signatory Parties?

13 THE WITNESS: That is correct.

14 ATTORNEY EXAMINER PRICE: And as to this
15 issue of the rate of return, the company proposed a
16 rate of return in its Application, correct?

17 THE WITNESS: That is correct.

18 ATTORNEY EXAMINER PRICE: And the Staff
19 proposed a rate of return in its Application?

20 THE WITNESS: I believe the Staff
21 proposed a range.

22 ATTORNEY EXAMINER PRICE: And that range
23 was based upon a capital structure, a cost of debt
24 and a range of values for return on equity; is that
25 correct?

1 THE WITNESS: I believe that's correct.

2 ATTORNEY EXAMINER PRICE: And in the
3 Stipulation the company and Staff agreed upon an
4 amount of the rate of return?

5 THE WITNESS: Yes. All parties agreed
6 on the amount of the rate of return.

7 ATTORNEY EXAMINER PRICE: All parties
8 agreed with the amount of return?

9 MS. MOONEY: The parties to the
10 Stipulation.

11 ATTORNEY EXAMINER PRICE: Parties to the
12 Stipulation, thank you. Let me rephrase that
13 correctly this time.

14 All parties to the Stipulation agreed
15 upon the number for the record?

16 THE WITNESS: That is correct.

17 ATTORNEY EXAMINER PRICE: That's it.
18 That's all I have.

19 THE WITNESS: Thank you.

20 ATTORNEY EXAMINER PRICE: Ms. Fleisher?

21 MS. FLEISHER: Thank you, your Honor.

22 - - -

23 CROSS-EXAMINATION

24 By Ms. Fleisher:

25 Q. Mr. Swiz, can I ask you to turn to Joint

1 Exhibit 1, the Stipulation, at page 6?

2 A. Okay. I'm there.

3 Q. And am I correct in saying that
4 subsection c on this page refers to something called
5 the VEDO Collaborative?

6 A. Yes, it refers to the VEDO
7 Collaborative.

8 Q. Okay. And are you aware of who the
9 participants in the VEDO Collaborative are?

10 A. I'm not fully aware of all the
11 participants. I believe Staff and OCC are for
12 certain participants, but I'm not aware of all the
13 participants.

14 Q. And participation in the collaborative
15 is limited to a certain set of participants, correct?

16 A. I believe that's correct. When the
17 collaborative was established, I believe in the last
18 rate case, it defined a specific group.

19 Q. All right. And so assuming as a
20 hypothetical that the Environmental Law & Policy
21 Center isn't one of the participants in the
22 collaborative, if I went to you and asked to
23 participate in the collaborative, would I be able to?

24 A. It's not a call that I think I could
25 make. I think it would be up to the Commission to

1 determine the membership of the collaborative.

2 Q. Okay. And --

3 ATTORNEY EXAMINER PRICE: I want to
4 follow up on that. So your testimony is that the
5 membership of the collaborative is not a term of the
6 Stipulation in this case?

7 THE WITNESS: Correct, it's not a term
8 of the Stipulation in this case.

9 ATTORNEY EXAMINER PRICE: And if a party
10 were to ask the Commission to participate in the
11 collaborative, the Commission would not be changing a
12 material term of the Stipulation?

13 THE WITNESS: That is correct, it's not
14 a term of the Stipulation.

15 By Ms. Fleisher:

16 Q. And are you aware of what happens in the
17 collaborative?

18 A. No, I'm not. I'm not a part of the
19 collaborative discussions.

20 Q. Do you know generally whether the
21 collaborative is the forum for the company to receive
22 input on its ongoing implementation of the energy
23 efficiency program?

24 MR. CAMPBELL: Your Honor, objection,
25 lack of foundation. He just testified he's not part

1 of the collaborative, and you're asking questions
2 about how it works.

3 MS. FLEISHER: I'm asking if he knows.

4 ATTORNEY EXAMINER PRICE: You can answer
5 this question.

6 THE WITNESS: Again, I have limited
7 knowledge of this. It's my understanding that the
8 collaborative is a part of the discussion, one point
9 of the discussion of the programs.

10 By Ms. Fleisher:

11 Q. Are you aware of any channels outside of
12 the collaborative for interested stakeholders to
13 receive information about the company's ongoing
14 implementation of its energy efficiency programs?

15 A. Outside of the collaborative process, I
16 know on an annual basis we file an Energy Efficiency
17 Funding Rider, which looks at the recovery of the
18 conservation programs from customers.

19 Within that filing we document the
20 programs that those dollars go to support.

21 Q. And that annual filing is related to
22 past implementation of energy efficiency programs,
23 correct?

24 A. No, it's a projected filing. It lays
25 out what needs to be recovered over the future 12

1 months to cover those programs during that time
2 period.

3 Q. So the report -- I guess let me funnel
4 down here.

5 The report that goes along with that
6 relates to past implementation of energy efficiency
7 programs, correct?

8 A. Well, I guess, let me clarify. There is
9 a reconciliation that's done within the mechanism to
10 say what was collected versus what was spent over the
11 prior time period.

12 So if that's what you're referencing,
13 yes, there is a review of past spend as well as a
14 projection of future spend.

15 Q. And is it correct that under the
16 Stipulation the company will not make a formal filing
17 with the Commission for approval of its programs for
18 the programs running through December 21st, 2020?

19 A. I'm sorry, can you repeat the question?
20 I'm not sure I follow it.

21 Q. Sure. Happy to rephrase it a bit.

22 So under the Stipulation the company
23 agrees to file an application for prospective
24 approval of energy efficiency programs, correct?

25 A. Yeah, beginning 2020 -- or 2021, excuse

me.

Q. Okay. So just to confirm, programs prior the start of 2021 will not be subject to Commission preapproval, correct?

A. They will be covered within the annual EEFR filing.

Q. When is your next annual EEFR filing?

A. They typically occur in the springtime; March, April.

Q. And shifting gears for one moment. If you can look at the company's Exhibit 14.0, Attachment A.

A. What was the attachment number? I'm sorry.

Q. Attachment A. The illustrative Capital Expenditure Program.

A. I'm there.

Q. And on that -- that exhibit refers to 130 percent ratio between the General Service Group 1 and the residential customer charge.

MR. CAMPBELL: Did counsel make a reference to what page?

ATTORNEY EXAMINER PRICE: She did not.

MS. FLEISHER: Sorry. Schedule 11, page -- just one page. Right at the end of the

1 document.

2 THE WITNESS: I've got it.

3 ATTORNEY EXAMINER PRICE: I don't. One
4 second.

5 MS. FLEISHER: Sure. It's two pages
6 back from the end, I believe.

7 ATTORNEY EXAMINER PRICE: Now I have it.
8 Thank you.

9 THE WITNESS: I have that page, yes.
10 By Ms. Fleisher:

11 Q. Thank you. And do you see that
12 reference to 130 percent ratio?

13 A. I do see that reference.

14 Q. And what's the basis for that?

15 A. That ratio is the split or the ratio
16 between the residential fixed customer charge and the
17 General Service Group 1 fixed customer charge. As
18 referenced on this schedule, it is based off of those
19 values that we filed as part of our initial
20 application.

21 Q. Okay. And why is that the ratio between
22 the two charges?

23 A. That was based off of the
24 cost-of-service study to be able to determine the
25 overall cost between the two. Outside of that, I'd

1 have to defer to Mr. Feingold to be able to expand a
2 little bit more about how those costs were split.

3 MS. FLEISHER: Okay. Thank you. That's
4 all I have.

5 ATTORNEY EXAMINER PRICE: Ms. Mooney?

6 MS. MOONEY: No questions.

7 ATTORNEY EXAMINER PRICE: Mr. Margard?

8 MR. MARGARD: No questions. Thank you.

9 ATTORNEY EXAMINER PRICE: Redirect?

10 MR. CAMPBELL: May we confer, your
11 Honor?

12 ATTORNEY EXAMINER PRICE: You may.
13 Let's go off the record.

14 (Recess taken.)

15 ATTORNEY EXAMINER PRICE: Back on the
16 record. Redirect?

17 MR. CAMPBELL: Yes, thank you, your
18 Honor. Just a few questions.

19 - - -

20 REDIRECT EXAMINATION

21 By Mr. Campbell:

22 Q. Mr. Swiz, if you could turn back to the
23 Joint Exhibit 1, the Stipulation, page 6,
24 paragraph c.

25 A. I'm there.

1 Q. Ms. Fleisher asked you a few questions
2 about this paragraph. And if I understood your
3 testimony correctly, you may have agreed that the
4 earliest that programs would take effect that had
5 been approved by the Commission that have been
6 specifically reviewed and approved by the Commission
7 would be 2021. Do you recall testifying in that way?

8 A. I do.

9 Q. Would you agree with me that there is a
10 provision within paragraph c that states, if VEDO
11 Staff -- excuse me, "Beginning not later than
12 July 31st, 2019, VEDO shall confer with Staff and any
13 interested parties, including OCC, regarding its EE
14 portfolio and EE funding." Do you agree that's in
15 the Stipulation?

16 A. I see that line, yes.

17 Q. Would you consider the party that
18 Ms. Fleisher represents, the Environmental Law &
19 Policy Center, an interested party in energy programs
20 and funding?

21 A. I would.

22 Q. Would you expect the company to be
23 willing to consider Ms. Fleisher's clients'
24 perspectives on these questions?

25 A. Yes, I would.

1 Q. Would you also agree with me that the
2 Stipulation provides that if the Stipulation -- if an
3 agreed upon stipulation can be reached, that the
4 company would agree to implement those programs as
5 early as 2020 and not 2021?

6 A. Yes, the sentence right after the one
7 that you read covers that point.

8 Q. Okay. And then lastly, outside of this
9 Stipulation, if there were ever a qualified
10 stakeholder to the regulatory process that had a
11 perspective it wanted to share with the company on
12 energy efficiency programs, questions of that nature,
13 would the company consider them?

14 A. Yes, we would.

15 MR. CAMPBELL: Thank you. No further
16 questions, your Honor.

17 ATTORNEY EXAMINER PRICE: Thank you.
18 Federal Executive Agency?

19 CAPTAIN FRIEDMAN: No questions.

20 ATTORNEY EXAMINER PRICE: Mr. Lesser?

21 MR. LESSER: No questions.

22 ATTORNEY EXAMINER PRICE: Mr. Nugent?

23 MR. NUGENT: No.

24 ATTORNEY EXAMINER PRICE: Mr. Settineri?

25 MR. SETTINERI: No.

1 ATTORNEY EXAMINER PRICE: Ms. O'Brien?

2 MS. O'BRIEN: No questions, your Honor.

3 ATTORNEY EXAMINER PRICE: Ms. Fleisher?

4 MS. FLEISHER: No questions, your Honor.

5 ATTORNEY EXAMINER PRICE: Ms. Mooney?

6 MS. MOONEY: No questions.

7 ATTORNEY EXAMINER PRICE: Mr. Margard?

8 MR. MARGARD: No questions. Thank you.

9 ATTORNEY EXAMINER PRICE: Ms. Schabo?

10 ATTORNEY EXAMINER SCHABO: No questions.

11 ATTORNEY EXAMINER PRICE: You're

12 excused.

13 (Witness excused.)

14 MR. CAMPBELL: Your Honor, I don't know
15 if I need to move them before he leaves, but I would
16 move for the admission of all the documents we
17 referenced earlier, VEDO Exhibit 15.0, Joint Exhibit
18 1.0, 2, 3, 4, and 5 -- I'm trying to find my list.
19 Here it is -- VEDO Exhibit 11.2 and VEDO
20 Exhibit 14.0.

21 ATTORNEY EXAMINER PRICE: I just want to
22 clarify for the record, my understanding, tell me if
23 I'm wrong, all the documents referenced in VEDO 15.0
24 are being moved for admission?

25 MR. CAMPBELL: That is correct.

1 ATTORNEY EXAMINER PRICE: Okay. Do we
2 have any objection to the admissions of VEDO
3 Exhibit 11.3, 14.0, 15.0, and Joint Exhibit 1, 2, 3,
4 4, and 5?

5 Mr. Settineri?

6 MR. SETTINERI: Your Honor, regarding
7 Exhibit 15, and the various documents listed there --

8 ATTORNEY EXAMINER PRICE: Is that the
9 only one you object to that you want to talk about?

10 MR. SETTINERI: It's the only one.

11 ATTORNEY EXAMINER PRICE: We'll come
12 back around to that. At this point then we would
13 admit VEDO 11.3 --

14 MR. CAMPBELL: Your Honor, I'm sorry, I
15 shouldn't have interrupted, but 11.2 --

16 ATTORNEY EXAMINER PRICE: I'm sorry,
17 11.2, 14.0, Joint Exhibits, 2, 3, 4, and 5.

18 ATTORNEY EXAMINER PRICE: Now,
19 Mr. Settineri, your concern about exhibit --

20 MR. SETTINERI: I just want to note for
21 the record, if I may, that obviously some of the
22 documents, specifically the documents on 15 that are
23 referenced proposed tariffs, there are certain
24 schedules there, that those have been obviously
25 modified by the Stipulation, and that RESA does not

1 object to the documents going into the record given
2 that it has signed the Stipulation.

3 ATTORNEY EXAMINER PRICE: These
4 documents were admitted with a notation or the
5 understanding that the Stipulation controls where the
6 document might be different from the Stipulation. Is
7 that acceptable?

8 MR. SETTINERI: And I would just also
9 note that our objection -- there's no objection given
10 the fact that we have signed the Stipulation. Just
11 wanted that on the record.

12 MR. CAMPBELL: We agree with that
13 characterization.

14 ATTORNEY EXAMINER PRICE: The documents
15 will be admitted subject to that characterization.

16 (EXHIBITS ADMITTED INTO EVIDENCE.)

17 ATTORNEY EXAMINER PRICE: Anything else?

18 (No response.)

19 ATTORNEY EXAMINER PRICE: We'll adjourn
20 for the day. We will resume tomorrow at 10:00, I
21 think with Mr. Crist and Mr. Lipthratt, and then
22 we'll adjourn for a day off after that. Thank you.
23 Let's go off the record.

24 (Thereupon, the hearing was
25 adjourned at 11:55 a.m.)

CERTIFICATE

I do hereby certify that the foregoing
is a true and correct transcript of the proceedings
taken by me in this matter on Tuesday, January 29,
2019, and carefully compared with my original
stenographic notes.

Valerie J. Grubaugh
Valerie J. Grubaugh,
Court Reporter and Notary
Public in and for the State
of Ohio.

My commission expires August 11, 2021.



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Case No(s). 18-0298-GA-AIR, 18-0299-GA-ALT, 18-0049-GA-ALT

Summary: Transcript Volume I - In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc. For Approval of an Increase in Gas Rates; In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc. For Approval of an Alternative Rate Plan and In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc. For Approval of an Alternative Rate Plan, hearing held on January 29th, 2019. electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Grubaugh, Valerie