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Indianapolis, Indiana
June 29, 2009
9:30 A.M. (EDT)

(Reporter marked document for
identification as Intervenor's -
CAC Exhibit No. A)

(Reporter marked documents for
identification as Public's Exhibit
Nos. 1 through 5, inclusive; 1-S
and 2-S)

(Reporter marked document for
identification as Intervenor's -
ITA Exhibit No. 1)

(Reporter marked documents for
identification as Petitioner's
Exhibit Nos. A through Z,
inclusive; AA and all
sub-exhibits)

(Reporter marked document for
identification as Intervenor's -
Industrial Group Exhibit No. NP-1)

1 (Reporter marked document for
2 identification as Joint -
3 Industrial Group and Wal-Mart
4 Exhibit No. NP)

5
6 (Reporter marked document for
7 identification as Intervenor's -
8 WalMart Exhibit No. KB)

9
10 (Reporter marked document for
11 identification as Intervenor's -
12 Kroger Exhibit No. 1)

13
14 JUDGE STORMS: This is an
15 evidentiary hearing before the Indiana Utility
16 Regulatory Commission in a cause docketed
17 before the Commission as Cause No. 43501. The
18 caption is: "Verified Petition of Duke Energy
19 Indiana, Incorporated requesting the Indiana
20 Utility Regulatory Commission to approve an
21 alternative regulatory plan pursuant to
22 Indiana Code 8-1-2.5-1, et seq., for the
23 implementation of an electric distribution
24 system "SmartGrid" and advanced metering
25 infrastructure, distribution automation

1 investments, and a distributed renewable
2 generation demonstration project, for approval
3 of new depreciation rates for electric
4 distribution plant, for a waiver of the
5 provisions of 170 IAC 4-1, et seq., and for
6 associated accounting and rate recovery
7 mechanisms, including a ratemaking proposal to
8 update distribution rates annually and a lost
9 revenue recovery mechanism, in accordance with
10 Indiana Code 8-1-2-42(a) and Indiana Code
11 8-1-2.5-1, et seq., and preliminary approval
12 of the estimated costs and scheduled
13 deployment of the Company's SmartGrid
14 initiative."

15 Notice of the time and place was
16 given as provided by law -- Notice of the time
17 and place of the hearing was given as provided
18 by law by publication in Marion County in the
19 Indianapolis Star.

20 Said publication -- Said newspaper
21 is a newspaper of general circulation, printed
22 and published in the English language, and
23 said publication was made ten days prior to
24 the date of the evidentiary hearing.

25 The proofs of publication of the

1 notice has been received by the Commission and
2 is now incorporated into the record of this
3 cause by reference and placed in the official
4 files of the Commission.

5 Notice has also been given to the
6 Office of the Utility Consumer Counselor and
7 other interested parties.

8 May we have appearances of
9 counsel, please.

10 MS. KARN: Thank you, Your Honor.
11 On behalf of Duke Energy Indiana, Inc., Kelley
12 Karn at 1000 East Main Street, Plainfield,
13 Indiana, and James R. Pope with the law firm
14 of Baker and Daniels in Indianapolis, Indiana.

15 JUDGE STORMS: Thank you.

16 MR. POLK: On behalf of
17 Intervenor, Citizens Action Coalition of
18 Indiana, please accept the appearance of
19 Jerome Polk of the law firm Polk & Associates,
20 LLC, Indianapolis, Indiana.

21 MR. HOLSCLAW: On behalf of Nucor
22 Steel Indiana, a division of Nucor
23 Corporation, Jim Holsclaw with the law firm of
24 Stewart & Irwin, Indianapolis, Indiana.

25 MR. HAHN: On behalf of the

1 Indiana Telecommunications Association,
2 Trenton Hahn with the law firm of Stewart &
3 Irwin, Indianapolis, Indiana.

4 MR. BOEHM: Good morning. On
5 behalf of The Kroger Company, Kurt Boehm with
6 the law firm of Boehm, Kurtz & Lowry,
7 Cincinnati, Ohio, and John Cook of Franklin,
8 Indiana.

9 MS. TERRY: Thank you, Your Honor.
10 Appearing on behalf of Intervenor, Duke Energy
11 Indiana Industrial Group, Jennifer Terry of
12 the law firm Lewis & Kappes, 2500 One American
13 Square, Indianapolis, Indiana.

14 MS. O'HARA: On behalf of the
15 Intervenor, Wal-Mart Stores East, LP, Ann
16 O'Hara of the law firm of Church, Church,
17 Hittle & Antrim in Noblesville, and also Holly
18 Rachel Smith.

19 MS. SMITH: On behalf of Wal-Mart
20 Stores East, LP, Holly Rachel Smith, Russell
21 W. Ray, PLLC, 6212 Old Franconia Road,
22 Alexandria, Virginia 22310.

23 MR. TOLLIVER: Good morning, Your
24 Honor. Terry Tolliver and Randy Helmen,
25 Indiana Office of Utility Consumer Counselor,

1 appearing today on behalf of the Public.

2 JUDGE STORMS: Thank you. Before
3 we went on the record this morning, we had a
4 discussion regarding the presentation of the
5 testimony and exhibits in this matter, and it
6 is our intention or my intention to go around
7 the table and have the parties that have
8 sponsored testimony in this matter to submit
9 the testimony into the record.

10 I had indications that the parties
11 do not plan on having questions but will be
12 given an opportunity to respond to Commission
13 questions that were submitted to the witness
14 last week.

15 Counsel for Wal-Mart indicated
16 that they in all likelihood will not have
17 questions but reserve time for that purpose as
18 well, and I think that's perfectly acceptable.

19 So, with that, we'll start with
20 Duke, and you may present your testimony into
21 the record.

22 MS. KARN: Thank you, Your Honor.
23 Duke would like to present the following
24 evidence into the record: Petitioner's
25 Exhibit A, which is the direct testimony of

1 Jim L. Stanley, including Sub-Exhibit A-1,
2 which is the second -- which is the Verified
3 Second Amended Petition, and Sub-Exhibit A-2,
4 which is the proof of legal publication
5 notices filed May 22, 2009; Petitioner's
6 Exhibit B, which is the testimony of Todd
7 Arnold; Petitioner's Exhibit C, which is the
8 testimony of David Masters; Petitioner's
9 Exhibit D and D-1, which is the testimony and
10 sub-exhibit of Tony Adcock; Petitioner's
11 Exhibit E, which is the testimony of Mark
12 Wyatt; Petitioner's Exhibit F, which is the
13 testimony of Retha Hunsicker; Petitioner's
14 Exhibit G, which is the testimony of Theodore
15 Schultz; Petitioner's Exhibit H, which is the
16 testimony of Christopher Kiergan; Petitioner's
17 Exhibit L, which is the supplemental testimony
18 of Christopher Kiergan; Petitioner's --
19 including Petitioner's redacted Exhibit L-1 --
20 Petitioner's Confidential Exhibit L-1;
21 Petitioner's Exhibit I, which is the testimony
22 of Steven Hinkel; Petitioner's Exhibit I-1 and
23 I-2, which are the sub-exhibits of Steven
24 Hinkel; Petitioner's Exhibit J, including
25 Sub-Exhibits J-1 and J-2, which is the

1 testimony of John Spanos; Petitioner's Exhibit
2 K, including Sub-Exhibits K-1 through K-7,
3 which is the direct testimony of Kent Freeman;
4 Petitioner's Exhibit M and Exhibit M-1, which
5 is the supplemental testimony of Kent Freeman.

6 Now turning to Duke's rebuttal
7 testimony, Petitioner's Exhibit N, which is
8 the rebuttal testimony of Todd Arnold;
9 Petitioner's Exhibit O, which is the rebuttal
10 testimony of Donald Denton, III; Petitioner's
11 Exhibit P, which is the rebuttal testimony of
12 Christopher Kiergan, and that includes
13 Sub-Exhibit P-1; Petitioner's Exhibit Q, the
14 rebuttal testimony of Kent Freeman;
15 Petitioner's Exhibit R, the rebuttal testimony
16 of Tony Adcock; Petitioner's Exhibit S, the
17 rebuttal testimony of Casey Mather;
18 Petitioner's Exhibit T, the rebuttal testimony
19 of John Spanos; Petitioner's Exhibit U, the
20 rebuttal testimony of Danny Wiles.

21 Now turning to Petitioner's
22 settlement testimony, Petitioner's Exhibit V,
23 including Sub-Exhibits V-1 and V-2, the
24 settlement testimony of Todd Arnold;
25 Petitioner's Exhibit W, the settlement

1 testimony of Casey Mather; Petitioner's
2 Exhibit X, including redacted Exhibit X-1,
3 which is the settlement testimony of
4 Christopher Kiergan; Petitioner's Confidential
5 Exhibit X-1; Petitioner's Exhibit Y, including
6 Sub-Exhibits Y-1 through Y-6, which is the
7 settlement testimony of Alan Wendorf;
8 Petitioner's Exhibit Z, including Sub-Exhibits
9 Z-1 and Z-2, which is the settlement testimony
10 of John Spanos, and finally, Petitioner's
11 Exhibit AA, including Sub-Exhibits AA-1
12 through AA-4, which is the settlement
13 testimony of Kent Freeman.

14 JUDGE STORMS: Okay. Is there any
15 objection?

16 If not, we'll show each of these
17 Petitioner's exhibits and sub-exhibits and
18 confidential exhibits with respect to the
19 direct, rebuttal and settlement testimony
20 admitted into this cause.

21 MS. KARN: Thank you, Your Honor.

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1 (PETITIONER'S EXHIBIT NO. A, BEING
2 THE PREFILED DIRECT TESTIMONY OF MR.
3 JIM L. STANLEY, WITH EXHIBIT NO.
4 A-1, BEING THE VERIFIED SECOND
5 AMENDED PETITION, AND PETITIONER'S
6 EXHIBIT NO. A-2, BEING THE PROOF OF
7 LEGAL NOTICES; PETITIONER'S EXHIBIT
8 NO. B, BEING THE PREFILED DIRECT
9 TESTIMONY OF MR. TODD W. ARNOLD;
10 PETITIONER'S EXHIBIT NO. C, BEING
11 THE PREFILED DIRECT TESTIMONY OF MR.
12 DAVID L. MASTERS; PETITIONER'S
13 EXHIBIT NO. D, BEING THE PREFILED
14 DIRECT TESTIMONY OF MR. TONY R.
15 ADCOCK, WITH EXHIBIT NO. D-1
16 ATTACHED THERETO; PETITIONER'S
17 EXHIBIT NO. E, BEING THE PREFILED
18 DIRECT TESTIMONY OF MR. MARK D.
19 WYATT; PETITIONER'S EXHIBIT NO. F,
20 BEING THE PREFILED DIRECT TESTIMONY
21 OF MS. RETHA HUNSICKER; PETITIONER'S
22 EXHIBIT NO. G, BEING THE PREFILED
23 DIRECT TESTIMONY OF MR. THEODORE E.
24 SCHULTZ; PETITIONER'S EXHIBIT NO. H,
25 BEING THE PREFILED DIRECT TESTIMONY

1 OF MR. CHRISTOPHER D. KIERGAN;
2 PETITIONER'S EXHIBIT NO. I, BEING
3 THE PREFILED DIRECT TESTIMONY OF MR.
4 STEVEN HINKEL, WITH EXHIBIT NOS. I-1
5 AND I-2 ATTACHED THERETO;
6 PETITIONER'S EXHIBIT NO. J, BEING
7 THE PREFILED DIRECT TESTIMONY OF MR.
8 JOHN J. SPANOS, WITH EXHIBIT NOS.
9 J-1 AND J-2 ATTACHED THERETO;
10 PETITIONER'S EXHIBIT NO. K, BEING
11 THE PREFILED DIRECT TESTIMONY OF MR.
12 KENT K. FREEMAN, WITH EXHIBIT NOS.
13 K-1 THROUGH AND INCLUDING K-7
14 ATTACHED THERETO; PETITIONER'S
15 EXHIBIT NO. L, BEING THE PREFILED
16 SUPPLEMENTAL TESTIMONY OF MR.
17 CHRISTOPHER D. KIERGAN, WITH EXHIBIT
18 NO. L-1 ATTACHED THERETO;
19 PETITIONER'S EXHIBIT NO. M, BEING
20 THE PREFILED SUPPLEMENTAL TESTIMONY
21 OF MR. KENT K. FREEMAN, WITH EXHIBIT
22 NO. M-1 ATTACHED THERETO;
23 PETITIONER'S EXHIBIT NO. N, BEING
24 THE PREFILED REBUTTAL TESTIMONY OF
25 MR. TODD W. ARNOLD; PETITIONER'S

1 EXHIBIT NO. O, BEING THE PREFILED
2 REBUTTAL TESTIMONY OF MR. DONALD H.
3 DENTON, III; PETITIONER'S EXHIBIT
4 NO. P, BEING THE PREFILED REBUTTAL
5 TESTIMONY OF MR. CHRISTOPHER D.
6 KIERGAN, WITH EXHIBIT NO. P-1
7 ATTACHED THERETO; PETITIONER'S
8 EXHIBIT NO. Q, BEING THE PREFILED
9 REBUTTAL TESTIMONY OF MR. KENT K.
10 FREEMAN; PETITIONER'S EXHIBIT NO. R,
11 BEING THE PREFILED REBUTTAL
12 TESTIMONY OF MR. TONY R. ADCOCK;
13 PETITIONER'S EXHIBIT NO. S, BEING
14 THE PREFILED REBUTTAL TESTIMONY OF
15 MR. CASEY MATHER; PETITIONER'S
16 EXHIBIT NO. T, BEING THE PREFILED
17 REBUTTAL TESTIMONY OF MR. JOHN J.
18 SPANOS; PETITIONER'S EXHIBIT NO. U,
19 BEING THE PREFILED REBUTTAL
20 TESTIMONY OF MR. DANNY WILES;
21 PETITIONER'S EXHIBIT NO. V, BEING
22 THE PREFILED SETTLEMENT TESTIMONY OF
23 MR. TODD W. ARNOLD, WITH EXHIBIT
24 NOS. V-1 AND V-2 ATTACHED THERETO;
25 PETITIONER'S EXHIBIT NO. W, BEING

1 THE PREFILED SETTLEMENT TESTIMONY OF
2 MR. CASEY MATHER; PETITIONER'S
3 EXHIBIT NO. X, BEING THE PREFILED
4 SETTLEMENT TESTIMONY OF MR.
5 CHRISTOPHER D. KIERGAN, WITH EXHIBIT
6 NO. X-1 ATTACHED THERETO;
7 PETITIONER'S EXHIBIT NO. Y, BEING
8 THE PREFILED SETTLEMENT TESTIMONY OF
9 MR. ALAN W. WENDORF, WITH EXHIBIT
10 NOS. Y-1 THROUGH AND INCLUDING Y-6
11 ATTACHED THERETO; PETITIONER'S
12 EXHIBIT NO. Z, BEING THE PREFILED
13 SETTLEMENT TESTIMONY OF MR. JOHN J.
14 SPANOS, WITH EXHIBIT NOS. Z-1 AND
15 Z-2 ATTACHED THERETO; AND
16 PETITIONER'S EXHIBIT NO. AA, BEING
17 THE PREFILED SETTLEMENT TESTIMONY OF
18 MR. KENT K. FREEMAN, WITH EXHIBIT
19 NOS. AA-1 THROUGH AND INCLUDING AA-4
20 ATTACHED THERETO, ADMITTED INTO
21 EVIDENCE.)

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1 (PETITIONER'S EXHIBIT NO.
2 CONFIDENTIAL L-1, BEING
3 A CONFIDENTIAL EXHIBIT OF MR.
4 CHRISTOPHER D. KIERGAN, AND
5 PETITIONER'S EXHIBIT NO.
6 CONFIDENTIAL X-1, BEING A
7 CONFIDENTIAL EXHIBIT OF MR.
8 CHRISTOPHER D. KIERGAN, ADMITTED
9 INTO EVIDENCE ON A CONFIDENTIAL
10 BASIS.)
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1 JUDGE STORMS: Mr. Polk?

2 MR. POLK: Thank you, Your Honor.

3 At this time, we'd like to enter into the
4 record the direct testimony of Grant Smith,
5 Executive Director of Citizens Action
6 Coalition of Indiana, prefiled February 27,
7 2009, and marked for identification purposes
8 as CAC Exhibit A.

9 JUDGE STORMS: We'll show CAC
10 Exhibit A admitted into this cause.

11 Thank you.

12
13 (INTERVENOR'S - CAC EXHIBIT NO. A,
14 BEING THE PREFILED DIRECT
15 TESTIMONY OF MR. GRANT S. SMITH,
16 ADMITTED INTO EVIDENCE.)

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1 MR. HAHN: Pursuant to all parties
2 waiving cross, the ITA is offering into
3 evidence as Exhibit 1, the direct testimony of
4 Alan I. Matsumoto, which was prefiled with the
5 Commission on February 27, 2009.

6 JUDGE STORMS: Okay. We'll show
7 ITA Exhibit 1 admitted into this cause.

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9 (INTERVENOR'S - ITA EXHIBIT NO. 1,
10 BEING THE PREFILED DIRECT TESTIMONY
11 OF MR. ALAN I. MATSUMOTO, ADMITTED
12 INTO EVIDENCE.)

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1 MR. BOEHM: Kroger moves for the
2 admission of the direct testimony of Kevin C.
3 Higgins prefiled with the Commission on
4 February 27, 2009. I believe that's marked as
5 Kroger Exhibit 1.

6 JUDGE STORMS: Okay. We'll show
7 Kroger Exhibit 1 admitted into this cause.

8
9 (INTERVENOR'S - KROGER EXHIBIT NO.
10 1, BEING THE PREFILED DIRECT
11 TESTIMONY OF MR. KEVIN C. HIGGINS,
12 ADMITTED INTO EVIDENCE.)

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1 MS. TERRY: Your Honor, on behalf
2 of Duke Energy Indiana Industrial Group and
3 Wal-Mart, we have a Joint Exhibit NP, and also
4 on behalf of the Industrial Group only, we
5 have Exhibit NP-1. I would move for admission
6 of both of those exhibits into the record.

7 JUDGE STORMS: Okay. We'll show
8 Exhibits NP and NP-1 admitted into this cause.

9 MS. TERRY: Thank you.

10 JUDGE STORMS: Thank you.

11

12 (JOINT - INDUSTRIAL GROUP AND
13 WAL-MART EXHIBIT NO. NP, BEING THE
14 PREFILED DIRECT TESTIMONY OF MR.
15 NICHOLAS PHILLIPS, JR., ADMITTED
16 INTO EVIDENCE.)

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1 (INTERVENOR'S - INDUSTRIAL GROUP
2 EXHIBIT NO. NP-1, BEING THE
3 PREFILED SETTLEMENT TESTIMONY OF
4 MR. NICHOLAS PHILLIPS, JR.,
5 ADMITTED INTO EVIDENCE.)
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1 MS. SMITH: Your Honor, on behalf
2 of Wal-Mart, I would request that we admit
3 into evidence the testimony filed on behalf of
4 Wal-Mart Stores East, LP on February 27, 2009.
5 It's the direct testimony of Kenneth E. Baker,
6 and it's been marked as Wal-Mart Exhibit KB.

7 JUDGE STORMS: We'll show Wal-Mart
8 Exhibit KB admitted into this cause.

9
10 (INTERVENOR'S - WAL-MART EXHIBIT
11 NO. KB, BEING THE PREFILED
12 TESTIMONY OF MR. KENNETH E. BAKER,
13 ADMITTED INTO EVIDENCE.)

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1 MR. TOLLIVER: Thank you, Your
2 Honor. At this time, the Public would move to
3 admit Public's Exhibit No. 1, the prefiled
4 direct testimony of Ronald L. Keen; Public's
5 Exhibit No. 2, the prefiled direct testimony
6 of Michael J. Majoros, Jr.; Public's Exhibit
7 No. 3, the prefiled direct testimony of
8 Michael D. Eckert; Public's Exhibit No. 4, the
9 prefiled direct testimony of Andrew J.
10 Satchwell; Public's Exhibit No. 5, the cross
11 reply testimony of Andrew J. Satchwell;
12 Public's Exhibit No. 1-S, the settlement
13 testimony of Ronald L. Keen, and Public's
14 Exhibit No. 2-S, the settlement testimony of
15 Greg A. Foster.

16 JUDGE STORMS: Okay. We'll show
17 Public's Exhibits 1 through 5 and 1-S and 2-S
18 admitted into this cause.

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1 (PUBLIC'S EXHIBIT NO. 1, BEING THE
2 PREFILED DIRECT TESTIMONY OF MR.
3 RONALD L. KEEN; PUBLIC'S EXHIBIT
4 NO. 2, BEING THE PREFILED DIRECT
5 TESTIMONY OF MR. MICHAEL J.
6 MAJOROS, JR.; PUBLIC'S EXHIBIT NO.
7 3, BEING THE PREFILED DIRECT
8 TESTIMONY OF MR. MICHAEL
9 D. ECKERT; PUBLIC'S EXHIBIT NO. 4,
10 BEING THE PREFILED DIRECT
11 TESTIMONY OF MR. ANDREW J.
12 SATCHWELL; PUBLIC'S EXHIBIT NO. 5,
13 BEING THE PREFILED CROSS REPLY
14 TESTIMONY OF MR. ANDREW J.
15 SATCHWELL; PUBLIC'S EXHIBIT NO.
16 1-S, BEING THE PREFILED SETTLEMENT
17 TESTIMONY OF MR. RONALD L. KEEN,
18 AND PUBLIC'S EXHIBIT NO. 2-S,
19 BEING THE PREFILED SETTLEMENT
20 TESTIMONY OF MR. GREG A. FOSTER,
21 ADMITTED INTO EVIDENCE.)
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1 JUDGE STORMS: Ms. Karn, it is my
2 understanding that Mr. Arnold is to respond to
3 the Commission's questions; is that correct?

4 MS. KARN: That's correct, Your
5 Honor.

6 JUDGE STORMS: Okay, if we can
7 have him come up.

8 MS. KARN: Yes. We'll call Todd
9 Arnold to the Stand.

10 JUDGE STORMS: Mr. Arnold, would
11 you raise your right hand to be sworn, please.

12
13 (OATH DULY ADMINISTERED TO WITNESS)

14
15 JUDGE STORMS: Please proceed.

16
17 **TODD W. ARNOLD**, a witness appearing on behalf of
18 the Petitioner, having been first
19 duly sworn, testified as follows:

20

21 **DIRECT EXAMINATION,**

22 **QUESTIONS BY MS. KARN:**

23 Q Mr. Arnold, before we get to the questions
24 that the Commission has, I'd like you to turn
25 to -- In front of you, you should have your

1 settlement testimony there. If you turn to
2 Page 14 -- Oh, could you, please, state your
3 name and your business address for the record?

4 A Yes. Todd Arnold; Senior Vice President,
5 SmartGrid and Customer Systems, 139 East
6 Fourth Street, Cincinnati, Ohio 45202.

7 Q Okay; thank you.

8 Now turn to Page 14, and look at
9 Lines 6 through 9 of your settlement
10 testimony. Would you, please, provide an
11 additional explanation about the statement in
12 your settlement testimony where you say that
13 Duke's SmartGrid initiative would allow the
14 Company to effectively compete with other
15 providers of functionally similar energy
16 services or equipment, such as Google
17 PowerMeter, which will provide customers with
18 energy usage information?

19 A Yes. At this point, Duke Energy Indiana's
20 proposals in this proceeding consist of --
21 only of what's in our filed testimony as
22 amended or modified by the Settlement
23 Agreement. We do not -- The Company does not
24 have plans at this time to enter the
25 residential energy management systems market,

1 just what we have is to test some equipment --
2 to test some systems as part of pilots that we
3 have in our Settlement Agreement.

4 As a regulated utility, if Duke
5 Energy were to expand the offerings beyond
6 what's in a pilot, we would need to come into
7 the Commission to seek prior approval of that.

8 Q Okay; thank you. Now we're going to turn to
9 some questions that the Commission issued in a
10 Docket Entry last Friday. Rather than kind of
11 read the entire question into the record since
12 that's already a matter of the record based on
13 the Commission's Docket Entry, I'm just going
14 to kind of go through the questions and ask
15 you to respond to the first question, the
16 second question, like that.

17 A Okay.

18 Q I gave you a copy of the questions up there so
19 you can follow along.

20 JUDGE STORMS: Does everyone have
21 a copy of the Commission's Docket Entry from
22 last Friday?

23 MS. KARN: If not, I mean, I can
24 read them, if you think that would be helpful.

25 JUDGE STORMS: I don't know if

1 that would be helpful.

2 MS. KARN: Thank you.

3 JUDGE STORMS: Please proceed.

4 Q (Ms. Karn continuing) Let's go ahead and
5 start with the Commission's Docket Entry from
6 June 26, 2009, Question No. 1.

7 A Yes. Question No. 1, yes, with the slower
8 ramp-up, and combined with what would be
9 quarterly updates, as well as quarterly formal
10 filings and updates, the annual SmartGrid
11 rider docketed proceedings, all those are to
12 give plenty of information, transparency, in
13 terms of the ramp-up of those deployments so
14 that parties can, if necessary, raise issues
15 and discuss those issues before you would
16 start a full-scale deployment.

17

18 **QUESTIONS OF MR. TODD W. ARNOLD,**

19 **BY JUDGE STORMS:**

20 Q Mr. Arnold, how is that going to work
21 functionally? Assuming the Commission grants
22 this request, and you have your schedule built
23 in, how would -- I guess my concern is, in
24 particular, for the Commission.

25 The other parties are going to be

1 involved in the collaboratives and so forth
2 and have the opportunity to interact and
3 discuss with Duke on an ongoing basis.

4 How does the Commission even know
5 to raise an issue? How would Duke advise them
6 or the parties advise them or what process is
7 in place to advise the Commission of what's
8 going on other than just the approval that's
9 proposed in this cause?

10 A I think as you go through the quarterly
11 process, one, the intent of the quarterly
12 update filings are to clearly state out how
13 the prior period has gone, the different
14 metrics and performances, along with how
15 things are working in the prior period as well
16 as to continue to update on the
17 forward-looking plans as you go forward. So,
18 that information in the quarterly filings
19 would be before the Commission.

20 Also, as part of the collaborative
21 process, the parties that are involved in the
22 deployment collaborative will also have that
23 information, and they also have the ability to
24 raise issues and bring issues to the
25 Commission if they thought it was not right to

1 continue the ramp-up of the deployment as to
2 going forward.

3 One of the reasons for that
4 process is as you begin deployment, there is a
5 fair amount of systems and processes that you
6 put in place to be able to do this on an
7 ongoing basis. So, we tried to slow the
8 ramp-up, one, to make use of those processes
9 so you can begin to deploy, but also to
10 provide this transparency in the quarterly
11 filings.

12 So, I think, one, the Commission
13 would have that information and clearly out of
14 that information could raise issues if there
15 is a concern on us going farther in and
16 increasing the ramp-up.

17 Q How do you anticipate getting that information
18 to the Commission? Do we need to open a
19 proceeding or do we just need to call
20 everybody? What do we need to do?

21 A You know, I think, one, you know, the
22 Commission always has the ability, I guess,
23 for an investigative proceeding. Also, I
24 think there is probably the ability to the
25 extent does the Commission want to have staff

1 involved in the deployment collaborative in
2 terms of hearing that information as we have
3 the quarterly meetings. So, I think some of
4 it would be whether or not formally wanting to
5 introduce the information or just make sure
6 issues are being heard and discussed and
7 thought through.

8 Q Do you have a copy of the Settlement Agreement
9 with you this morning?

10 A Yes, I do.

11 Q I'm looking at Page 4, and I guess this is --
12 let me let you take a look at that.

13 At the top of the page, and I
14 guess when I was looking at that, I see at the
15 top of the page where it says "SmartGrid
16 Deployment Collaborative". Do you see that?

17 Are we on the right page with the
18 Settlement Agreement itself, not your
19 testimony, but the actual Settlement
20 Agreement?

21 A Oh, I'm sorry.

22 Yes, I have it.

23 Q Okay. At the bottom of that paragraph, there
24 is something in parens there, and it says
25 "(subject to any Commission oversight and

1 direction)", and I guess that goes to the same
2 question.

3 There is not a process in this
4 Settlement Agreement that allows the
5 Commission to say stop, is there?

6 A You know, I think there -- you know, I think
7 there is a process from the standpoint of,
8 one, the annual -- the annual docketed rider
9 is the ability for the Commission to order. I
10 don't know in this that we've contemplated
11 what that mechanism should be.

12 I think our main intent, as I
13 mentioned, was there is this need as we begin
14 to plan and go forward that it isn't the
15 nature of this type of project that you can
16 just start and stop on a dime or you want to
17 start and stop repeatedly. So, there is this
18 need to move forward in a disciplined way,
19 measuring success as you go, and going on to
20 expand.

21 Clearly, we wanted to make sure
22 through this agreement that there was
23 transparency on how that is going in that we
24 are having the results, and things are going
25 as planned, and for parties to be involved and

1 have that information to raise -- you know, to
2 raise issues.

3 I don't know that we've
4 specifically in here said there is a mechanism
5 to say stop as much as to make sure that there
6 is information so that people can think about
7 so what is a different course of action or
8 what does some of this information mean, and
9 then we can go from there.

10 Q Okay.

11

12 **QUESTION OF MR. TODD W. ARNOLD,**

13 **BY COMMISSIONER ZIEGNER:**

14 Q But based on the Settlement Agreement and the
15 SmartGrid collaborative, it is still Duke's
16 ultimate decision whether to proceed or not
17 with deployment; so, potentially, the parties
18 in the collaborative could say -- tell Duke to
19 halt, and Duke still has the right to go
20 forward; is that correct?

21 A I believe that's correct, but I think still in
22 terms of the annual recovery of the
23 investments, if we were to continue and
24 proceed with the investments which we've made,
25 that is still up to the order of the

1 Commission in terms of the annual filing as to
2 the appropriateness and prudence of those
3 annual expenditures.

4 Part of Duke having the
5 discretion, you know, to continue in the
6 collaborative is there is the need in this
7 type of complex project for Duke Energy to
8 have the ability to continue to make decisions
9 and lead and run the project.

10 So, some of that wording is to
11 make sure that we have the ability, one, to
12 make those decisions within the context of the
13 collaborative and the information and the
14 people being able to bring issues to the table
15 and be heard, but then we have the ability to
16 proceed with the planning and the roll-out of
17 that, but clearly, I think the Commission
18 still retains the right in the annual rider
19 proceedings in terms of recovery.

20 JUDGE STORMS: Ms. Karn, do you
21 want to go to the next question, or do you
22 want me --

23 MS. KARN: You can if --

24 JUDGE STORMS: I can take over if
25 you'd like.

1 MS. KARN: If that's easier, feel
2 free.

3 JUDGE STORMS: Okay.
4

5 **QUESTIONS OF MR. TODD W. ARNOLD, (Continuing)**

6 **BY JUDGE STORMS: (Continuing)**

7 Q I may need to read some of these in. I didn't
8 think I needed to, but I think with this next
9 section of questions, there are so many, and I
10 just want to make sure we're talking about it
11 issue by issue; so, maybe we'll go through it
12 in that direction.

13 No. 2 indicates that, "Under the
14 terms of the Settlement Agreement the Settling
15 Parties have agreed to participate in a number
16 of Pilot Collaboratives and subgroups to
17 explore issues with respect to the development
18 and implementation of various yet undefined
19 programs."

20 Under a, it says, "While certain
21 collaboratives contain a specific timeframes
22 with respect to when the collaborative process
23 will begin, they do not all contain an
24 indication of the anticipated overall duration
25 of the collaborative and when the process is

1 to be completed."

2 And the question is: "Do the
3 Settling Parties have timelines in place that
4 provide a framework for the pace of
5 discussions and when each collaborative is to
6 be completed?"

7 A I think in regards to the pilot collaborative,
8 I think it is our expectation that the members
9 would meet initially to establish what those
10 frameworks and time frames were for each of
11 the subgroups of those pilot collaboratives.

12 It would be our expectation,
13 though, that we think that the design -- the
14 discussions and the designs and the work for
15 those proposals should be, basically,
16 completed in 2010. Certainly, though, we
17 think that the collaboratives and sub-
18 collaboratives would exist all the way through
19 in terms of the discussions, the proposals, to
20 the Commission, after the Commission's
21 approval, and then the implementation --
22 monitoring of the implementation, and then the
23 finalizing of the results and reporting of the
24 results of the collaboratives would exist
25 through that, and some of that would go

1 beyond -- would go beyond 2010, but we think
2 those time frames would be established as part
3 of the proposals.

4 Q Let me skip ahead to c because I think those
5 two questions kind of fit together. Under the
6 sub-heading c, it says, "Under the terms of
7 the Settlement Agreement is the parties
8 request for approval by the Commission with
9 respect to the collaboratives aspirational in
10 nature and limited to a request to approve the
11 collaborative process, or is Commission
12 approval of the Settlement Agreement intended
13 to extend to approval of any potential
14 outcomes . . .", and I think that goes to just
15 the general observation in the settlement that
16 I didn't see, and I don't think we saw
17 anything in there with the exception of the
18 HAN program, I believe, that had a stopping
19 point or a process in place where it would
20 circle back to the Commission, perhaps, for
21 actual approval of whatever the parties have
22 come up with.

23 Can you talk about that a little
24 bit?

25 A Yes. You know, I think overall the Settling

1 Parties are requesting that the Commission
2 approve the collaborative process, and we've
3 outlined some of the aspirations of what those
4 efforts and processes would be, but, clearly,
5 I think that in the Settlement Agreement, we
6 intend for it -- that all those pilot
7 collaboratives, the proposals, would come back
8 to the Commission for the Commission's ruling
9 on those in a subdocketed proceeding.

10 Q Is that somewhere in the Settlement Agreement
11 itself or is that just the parties'
12 understanding and objective?

13 A I believe if it is not specifically in the
14 agreement, it was the parties' intent that
15 those -- the pilot collaboratives would come
16 out of the collaborative process for
17 Commission approval --

18 Q Okay.

19 A -- review and approval.

20 Q Can we safely assume that if any of the
21 parties disagreed with what you just said,
22 that they would raise that to the Commission
23 now?

24 A Yes.

25 Q Okay.

1 **QUESTIONS OF MR. TODD W. ARNOLD, (Continuing)**

2 **BY COMMISSIONER ZIEGNER: (Continuing)**

3 Q So it comes back to the Commission for
4 ultimate approval, but what if along the way,
5 again, parties have disagreements as to either
6 the method of the deployment or the results of
7 the deployment, the Commission is not
8 officially going to hear about it until after
9 the fact; correct?

10 A Well, a couple things. One is the Commission
11 is welcome to have staff participate in these
12 pilot collaboratives; so, that's a piece in
13 terms of the formulation of the proposals as
14 well as involvement during deployment.

15 Clearly, we believe that the
16 proposals would detail what the pilots are
17 going to be, and the plans and the costs and
18 cost recovery and the offerings to the
19 customers, any tariffs, any rates, all those
20 important, major elements are going to be in
21 that proposal for Commission approval.

22 Going through, then, the
23 deployment of those pilots, we believe that if
24 there were for some reason a major
25 modification or a major change or a major

1 issue in relation to that pilot proposal,
2 changes would need to come back -- major
3 changes would need to come back to the
4 Commission for approval of those major
5 modifications.

6 Q And who determines whether an item is major or
7 not?

8 A I think, No. 1, changes would need to be --
9 major changes in the collaborative would, one,
10 need to be unanimous before thinking or making
11 that major change proposal back to the
12 Commission; so, one, it is part of the
13 collaborative process that that be unanimous,
14 and then that would come back to the
15 Commission for Commission approval.

16

17 **QUESTIONS OF MR. TODD W. ARNOLD, (Continuing)**

18 **BY JUDGE STORMS: (Continuing)**

19 Q Let's go on to the Question b, and I think it
20 fits in with the discussion that we're having
21 on how the collaboratives are perceived, but I
22 think it takes on a -- a little bit of a
23 different approach, and it indicates that,
24 "Each of the Pricing Collaborative Subgroups
25 contain the caveat that states that

1 implementation of the pilot is contingent upon
2 cost recovery approval acceptable to Duke
3 Energy Indiana.", and they all say that, and
4 the question goes on to indicate that, "What
5 process is provided under the Settlement
6 Agreement in the event of failure of one or
7 more of the collaboratives or a unilateral
8 determination by Duke Energy Indiana that cost
9 recovery is not acceptable?"

10 A The Settlement Agreement provides that should
11 the pilot collaborative or any subgroup
12 collaborative fail to reach unanimous
13 consensus on an issue, any pilot collaborative
14 member can bring that issue back to the IURC
15 for final determination, and that's on all
16 major pieces of the collaborative.

17 In terms of cost recovery, if the
18 Company concluded that the cost recovery
19 proposed by members of the collaborative was
20 not acceptable, then, those parties would need
21 to come back to the Commission with those
22 unresolved issues, and, then, again, with the
23 ultimate resolution to be determined by the
24 Commission.

25 As we did this agreement, one of

1 the reasons that was important to us is that
2 at this point, the pilots are not detailed
3 defined in terms of the costs and the duration
4 and the offerings and the scopes, and so
5 needing to have the ability to agree to the
6 appropriate cost recovery mechanism later as
7 those details became defined was important to
8 us.

9 Overall, then, again, if, in that
10 process, we cannot, you know, as a
11 collaborative unanimously agree, parties have
12 the ability to bring that back to the
13 Commission and retain all rights under the
14 Public Service Act to initiate those
15 proceedings before the Commission, and, of
16 course, the Commission has the authority to
17 initiate an investigation on its own -- on its
18 own motion and rule on that.

19 Q Question d, and that -- the question goes to
20 Page 7 of the Settlement Agreement which
21 contains separate paragraphs that discuss
22 Decision-making and Program Modifications, and
23 you may have touched on this in your previous
24 answer; I know you have, but under the
25 Decision-making section, the agreement

1 indicates that "Should the Pilots
2 Collaborative (or any subgroup) fail to reach
3 a unanimous consensus on any issue, any Pilot
4 Collaborative member may bring the issue
5 before the IURC for a final determination."

6 In the following paragraph, under
7 Program Modifications, the Settlement
8 Agreement states that "Should the Pilots
9 Collaborative unanimously approve
10 modifications to the existing programs, and if
11 the Commission agrees, no Commission approval
12 would be needed to implement such
13 modifications."

14 The question is: "Assuming that
15 the Commission is being asked to approve the
16 collaborative process for purposes of
17 providing a framework in which programs can be
18 developed, how do the Settling Parties
19 envision the Commission's role in the process
20 as discussions proceed and programs are
21 actually developed?"

22 I think you answered that, at
23 least, once, but I'll give you another
24 opportunity.

25 A Yes. I mean, you know, once again, clearly,

1 the -- as a program is approved, and you go
2 into the deployment of that program, any major
3 modifications or changes, you know, rates,
4 tariffs, costs, would need to be agreed to by
5 the members of the collaborative unanimously.
6 Also, in that process, Commission staff can
7 participate and be a part of that process if
8 they so desire, but in any case, the major
9 modifications would be agreed to by the
10 collaborative and brought back to the
11 Commission for their ruling.

12 What we're recommending when we
13 talk about minor modifications is if, as you
14 go through deployment or development and
15 implementation of these pilots, there are some
16 minor modifications as you're going through
17 those, and the parties unanimously agree on
18 those minor modifications, those would not
19 need to come before the Commission, and that's
20 really out of the desire for ease of some of
21 the administration.

22 Clearly, major changes would come
23 back to the Commission, but there would be
24 some latitude on minor modifications as you go
25 through the actual implementation and

1 operation of a pilot.

2 Q And with respect to Question e, I think you've
3 already talked about that, and I think that
4 was identified, I think, in the question as an
5 outlier because it does specifically indicate
6 that it will -- that a program will be brought
7 back to the Commission for approval.

8 What about Question No. 3, and
9 that goes to -- I know there is language in
10 the Settlement Agreement that talks about cost
11 recovery once communication is established,
12 but the concern raised in this question goes
13 to, I guess, potential problems, and what if
14 it is established and then it is not
15 established, and you're having either chronic
16 or acute problems with the system, how would
17 that play out?

18 A I think overall, you know, the Settlement
19 Agreement -- The specific wording in the
20 question really addressed the point at which
21 costs -- at which point costs of new
22 equipment, you know, begin to be recovered in
23 rates, you know, which is no different than
24 when transformers are recovered or new
25 generation are recovered.

1 Generally, though, rather than try
2 in the agreement to prescribe what may qualify
3 as chronic or acute issues and how you would
4 handle or rule on those issues, again, I think
5 the intent of the deployment collaborative and
6 the amount of information -- the amount of
7 information that will be shared informally and
8 formally is to every step of the way have
9 people understand what we're doing and how it
10 is going, what's working and if there are
11 issues.

12 That creates a forum that if there
13 are issues, for there to be that input and
14 dialogue around how you're handling that
15 issue; what the issue is; how chronic is it;
16 what's your plan to address it; what's that
17 mean for the rest of your design; what's it
18 mean for the rest of your deployment.

19 So, clearly, we've not tried to
20 prescribe what things may or may not be and
21 how you may or may not handle them as much as
22 making sure there is that forum through the
23 collaborative process and the informal and
24 formal reporting that puts those issues on the
25 table and have them discussed and what the

1 plans would be.

2 Q And I don't know if the parties have talked
3 about this, but if there were problems, would
4 they be -- would there be a preferred way to
5 present that to the Commission? Would it
6 either be through the collaborative process or
7 do you anticipate that it would come up in the
8 cost recovery proceedings or both?

9 A I think both. I mean, one, we have the
10 quarterly updates, and clearly, part of those
11 updates has a section for lessons learned, and
12 so I think, you know, clearly, we would
13 identify any of those kinds of issues. You
14 know, if there were those kinds of issues, it
15 would be articulated in that. I think as we
16 go through the quarterly process, clearly, the
17 collaborative parties are there to have input
18 on the information we're sharing in those
19 kinds of reports. So, I think it is both.

20 Q Okay. The last question talks about just a
21 general update on the IT/Communications piece
22 of the SmartGrid.

23 A Let me start with the question primarily with
24 our plans around ensuring interoperability
25 because that will set some context as I start

1 to walk through the design decisions that
2 we've already made.

3 One of the key components of Duke
4 Energy's design really from the beginning has
5 been around interoperability. As you go to
6 build out a smart grid, you know, there are
7 certain solutions that you could do or there
8 are certain solutions historically where that
9 solution is pretty proprietary end-to-end in
10 that somebody brings you a solution, and it is
11 their solution, and it works, but end-to-end,
12 it is proprietary. That makes it difficult as
13 you go forward, then, to change and to put
14 other improvements in that may come along.

15 So, as you think about a smart
16 grid and beginning to build a smart grid
17 network, from the beginning, the importance of
18 looking at how do you try to maximize and
19 create interoperability has been key for us.

20 We're actually on record -- In
21 some of the recent Stimulus bills, we've been
22 on record heavily supporting that issue and
23 even pushing very strongly for more adoption
24 of Internet protocols because of our belief of
25 how that will create even more

1 interoperability.

2 We've also had folks heavily
3 involved in working the issues of standards
4 and interoperability, most recently
5 participating in the Department of Energy's
6 work that they've given to the National
7 Institute of Standards and Technology to
8 develop a smart grid interoperability and
9 standards road map.

10 One of the other key things that
11 we've recently done, and you may have seen, is
12 that we announced a major relationship with
13 Cisco. When you begin to look at the smart
14 grid, it really does become very much about
15 data and networks and communications, and when
16 you -- some of that may be new to our
17 distribution world or distribution grid, but
18 it is not new to a lot of commerce, and so a
19 company like Cisco, they're one of the -- they
20 are the leader or the expert on networks.

21 A major part of this relationship,
22 one of the first deliverables, is working
23 through the definition of the end-to-end
24 architecture that helps maximize and create
25 additional interoperability, and so we've been

1 working on that for some time.

2 So, in terms of how that fits in
3 to the current design decisions, one, we're,
4 as much as possible in the backhauling of
5 data, wanting to run on commercially-available
6 networks, third-parties' or other companies'
7 networks, such as a Verizon or an AT&T. This
8 helps ensure interoperability because it is
9 not running on our proprietary networks but
10 running on public networks that have a high
11 degree of interoperability in their networks.

12 Another part of that design is
13 we've tried to move that connection point as
14 close to the customer as we can. So, in our
15 design, that point is at the transformer, and
16 I'll speak more specifically to that in a
17 minute, but, then, again, that reduces the
18 amount of end-to-end proprietary networks that
19 you're likely to have.

20 Let me talk specifically about,
21 then -- And I think in that question was what
22 decisions we've made on our design selection.
23 We are in the process of -- We have what we
24 call a Design Basis Document which will be
25 shared as we finalize that for Indiana under

1 this order. In Ohio, we have an order in
2 Indiana that we're -- in Ohio that we're
3 preparing for deployment starting in the
4 fourth quarter. The design basis for Ohio
5 will also support the roll-out for Indiana.
6 We're in the process -- We've made our major
7 selections for the initial build-out. We're
8 in the process of finalizing those contracts,
9 you know, relatively in a matter of days, not
10 more than weeks, assuming that all that will
11 go well.

12 We're using an Echelon meter.
13 Echelon has a Smart Meter. It has a high
14 degree of programmability at the meter that
15 can be remotely programmed. Those meters will
16 have the ability to give us as little as 15
17 minute interval data. It has the ability to
18 do net metering. It has the ability to
19 provide a variety of power quality
20 information. Also, it has the ability to
21 physically connect -- to connect the power to
22 energize the service and the meter or to
23 physically disconnect remotely. That
24 particular meter technology uses a power line
25 carrier to, basically, send that data and

1 connect to us two way through the electric --
2 secondary electric service that also serves
3 the house. Through that secondary service, it
4 comes back to a point at the transformer where
5 we have what we call the communication node.

6 The communication node is built by
7 a company by the name of Ambient. The role of
8 that node is to be a gathering and collection
9 point for data and a connection point back to
10 us. That node will collect the data off of
11 the Echelon meter. Also, it has the
12 flexibility to collect data off of other
13 devices as we build out, be it other devices
14 such as capacitors, distribution automation
15 equipment. That Ambient box will presently
16 have a Verizon wireless card that connects us
17 to the Verizon network and brings that data
18 back to Duke Energy.

19 Then, again, on the question of
20 interoperability, the box has standard slots
21 for expansion or change out, depending on if
22 you were wanting to do other communication
23 technologies, be it 900 megahertz or Wi-Fi,
24 and so the communication node becomes a
25 flexible point to give us that

1 interoperability as you begin to combine
2 devices beyond just advanced metering.

3 This node also has processing and
4 memory capabilities as you begin to start to
5 gather data and things that you'll eventually
6 want to look at, processing data and doing
7 things locally. It won't all be about
8 bringing everything back to the Duke Energy
9 back-office systems.

10 The question had a lot of things
11 in it; so, I'm trying to cover them all for
12 you.

13 In terms of the IT systems, again,
14 as you begin to roll out the various
15 capabilities of SmartGrid and the advanced
16 meter infrastructure and the distribution
17 automation, it does impact your current
18 systems in terms of workforce management
19 systems, work order systems, asset management
20 systems. Those changes are in the plan as to
21 how do you adopt those as you begin to have
22 different capabilities because of this
23 infrastructure.

24 I think probably overall the main
25 changes in the architecture that are part of

1 this plan that you'll see, one is what we call
2 our Energy Data Management System which that
3 system is -- as you begin to go to a lot of
4 interval data for a lot of customers, is the
5 ability to handle that meter data as well as
6 some other key data and appropriately bring
7 that data in, process it, store it, and so our
8 Energy Data Management System is that
9 repository that will take this data from the
10 various systems or advanced meter
11 infrastructure and get it in to a total Duke
12 Energy view of that data for all of the
13 downstream systems to use it, whether it be
14 the billing systems or load forecasting
15 systems that would use that data downstream.

16 The other key piece is as you look
17 at our customer systems and what we refer to
18 as the Enterprise Customer Systems for
19 SmartGrid, you really start to have the
20 processes that will support the different
21 customer interactions that are enabled through
22 SmartGrid, be it how you start to show daily
23 information; how you start to show interval
24 information; how you allow customers to access
25 that or ask the data to be pushed to them.

1 Supporting all the things that you see in the
2 pilots in terms of the different offerings and
3 interactions is part of what we call the
4 Enterprise Customer Systems.

5 There is also a section of work
6 around what we call the Distribution
7 Management System which is really as you start
8 to put two-way connectivity to a number of the
9 control devices on your grid, whether it's
10 relays, reclosures, capacitor banks. It's the
11 system that begins to manage those pieces of
12 equipment as you look at how you operate your
13 system, improve reliability, when you start to
14 have that control in data.

15 Another key part will be in the
16 area of the Outage Management System. Again,
17 as you start to install the advanced meter
18 infrastructure, we begin to have all sorts of
19 more data where the premise and the equipment
20 and the meters can tell us what customer is
21 out and how you would begin to integrate that
22 into your Outage Management System.

23 I think the other parts of the
24 question were related to privacy and cyber
25 security. When you look at customer privacy,

1 absolutely, we take that very seriously. We
2 have a Corporate Compliance Department whose
3 actual role is to make sure that we have the
4 adequate privacy processes and procedures in
5 place, that we follow them, and that we
6 continue to evolve them as that moves forward.
7 So, it is an area we take very seriously.

8 In terms of cyber security, no
9 doubt, as you start to build out SmartGrid and
10 really expand that data network, security is
11 something that's -- cyber security and network
12 security will be very critical. It is very
13 important that you maintain the safety and the
14 security and the reliability of your system.
15 We have a substantial focus on that. As we
16 build this out, we'll continue to do so. We
17 continue to participate in all the main cyber
18 security groups and bodies, and we continue to
19 make sure that as we build this out, we're
20 following -- doing the proper things to
21 protect the grid.

22 One of the things about working
23 with Cisco, as close as we are, that puts us
24 on the forefront of access also to a depth of
25 knowledge on making sure that we maintain

1 cyber security as we roll out SmartGrid.

2 I think that kind of -- I
3 believe -- I hope I hit all the right parts.

4 JUDGE STORMS: Any questions on
5 the Commission's questions?

6 Thank you, Mr. Arnold.

7 WITNESS ARNOLD: Thank you.

8 JUDGE STORMS: You may be excused.

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19 (WITNESS TODD W. ARNOLD EXCUSED)

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1 JUDGE STORMS: Let's go ahead and
2 go off the record.

3
4 (Off-the-Record Discussion)

5
6 JUDGE STORMS: Let's go back on
7 the record.

8 It is my understanding that the
9 parties have reached agreement with respect to
10 the schedule for the submission of proposed
11 orders, and, Ms. Karn, can you enter the
12 parties' agreement into the record, please?

13 MS. KARN: Yes. Thank you, Your
14 Honor.

15 The Settling Parties would file a
16 proposed order on July the 15th -- on or
17 before July the 15th.

18 Non-Settling Parties would have an
19 opportunity to file exceptions or their own
20 proposed orders on or before July the 29th.

21 A final reply among the Settling
22 Parties would be due August the 5th.

23 JUDGE STORMS: Okay. Is there
24 anything else that we need to discuss?

25 I believe I indicated previously

1 that we are going to need to continue this.
2 We will continue it until July 13th, 2009 in
3 Room 224. It is not necessary for anyone to
4 return. It is simply to allow an opportunity
5 for notice of the hearing, and we will
6 incorporate the entirety of this proceeding
7 into the record at that time.

8 So, we are hereby continued until
9 July 13th, 2009 at 9:30 in Room 224.

10 Thank you very much.

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22 (HEARING AND CONTINUED TO JULY 13, 2009 AT
23 9:30 A.M. (EDT) IN JUDICIAL HEARING ROOM 224
24 OF THE NATIONAL CITY CENTER, INDIANAPOLIS,
25 INDIANA)

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