

STATE OF TENNESSEE

Office of the Attorney General



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February 3, 2021

VIA ELECTRONIC FILING

Kenneth Hill, Chairman
c/o Ectory Lawless
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
Nashville, TN 37243
tpuc.docketroom@tn.gov

Re: TPUC Docket No. 20-00086, Stipulation and Settlement Agreement, Parties' Jointly Filed Issues List

Dear Chairman Hill:

As provided in the Hearing Officer's January 20, 2021 *Order Amending Procedural Schedule*, please find attached for filing the Parties' *Jointly Filed Issues List*. Both the Tennessee Attorney General's Office, Consumer Advocate Unit, and Piedmont Natural Gas Company, Inc. request that this submission be utilized to assist the Commission in analyzing and reaching a decision on the *Stipulation and Settlement Agreement* ("Settlement") filed on February 2, 2021.

As set forth in the *Settlement*, that document and the attached schedules recite the entirety of the Parties' agreement. The contents of the *Jointly Filed Issues List* should not be construed as admissions by any party or binding on any other proceeding, pursuant to *Settlement* ¶ 21. The Parties also request that to the extent any term may differ from provisions in the *Settlement*, the terms located within the *Settlement* shall apply and this *Jointly Filed Issues List* be viewed only as a set of informal guidelines to assist the Commission for the limited purpose of considering the appropriate resolution of this Docket only. All disclaimers included within the *Settlement*, including but not limited to ¶¶ 19-29, should likewise be applied to this filing.

In the event that the Commission rejects the *Settlement* or any provision therein, the Parties request that this filing be immediately treated as null and void consistent with *Settlement* ¶ 24.

Thank you for your time, and please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, reading "Daniel P. Whitaker, III". The signature is stylized with a large "D" and "W", and the "III" is written as a small "111" with a horizontal line through it.

Daniel P. Whitaker, III
Assistant Attorney General

cc: James H. Jeffries, IV, Esq.
Paul S. Davidson, Esq.
Brian S. Heslin, Esq.

TPUC Docket No. 20-00086
Jointly Filed Issues List - UPDATED

February 1, 2021

No.	Issues	CA Witness(es)	<u>Resolved in List filed by Parties on 1/15/2021</u>	<u>Updated Per Staff Request to Show Resolution in Settlement</u>	Piedmont Witness(es) - Direct	Piedmont Witness(es) - Rebuttal	How Issue is Resolved in Settlement Agreement (Please note that all disclaimers provided for in the Stipulation and Settlement Agreement apply to this document, and no provision herein should be considered as an admission by any party)
1	What is the appropriate level of Short-Term Incentive Pay Plan (STIP) cost recovery?	Alex Bradley		<u>X</u>	Bowman	Bowman	Piedmont shall include 50% of its STI expense in operating expense for the computation of the Revenue Requirement. See Stipulation And Settlement Agreement paragraph 14.h.
2	What is the appropriate level of Long-Term Incentive Pay Plan (LTIP) cost recovery?	Alex Bradley		<u>X</u>	Bowman	Bowman	Piedmont shall include none of its LTI expense in operating expense for computation of the Revenue Requirement. See Stipulation And Settlement Agreement paragraph 14.h.
3	What is the appropriate level of Capitalized STIP included in Rate Base?	Alex Bradley		<u>X</u>	Bowman	Bowman	Piedmont shall include 50% of its STI costs in rate base for the computation of the Revenue Requirement. See Stipulation And Settlement Agreement paragraph 14.h.
4	What is the appropriate level of Capitalized LTIP included in Rate Base?	Alex Bradley		<u>X</u>	Bowman	Bowman	Piedmont shall include none of its LTI costs in rate base for computation of the Revenue Requirement. See Stipulation And Settlement Agreement paragraph 14.h.
5	Has the Company adequately identified the level of Lobbying expenses to be excluded in this case?	Alex Bradley		<u>X</u>	Bowman	Bowman	For purposes of the settlement, Piedmont's level of lobbying is accepted; however, this does not bind either party to this calculation for future revenue requirement calculations.
6	Capital Structure	Chris Klein	X		Sullivan	n/a	CA Agreement with Capital Structure proposed by Piedmont. See Stipulation And Settlement Agreement paragraph 14.e.
7	Short and long-term debt cost rates	Chris Klein	X		Sullivan	n/a	CA Agreement with Capital Structure proposed by Piedmont. See Stipulation And Settlement Agreement paragraphs 14.f and 14.g.
8	What is the appropriate Return on Equity?	Chris Klein		<u>X</u>	D'Ascendis	D'Ascendis	Settled @ 9.80% return on common equity. See Stipulation And Settlement Agreement paragraphs 14.d.
9	Should a reduction in ROE be adopted in light of the Company's upcoming ARM filing?	Chris Klein/ Dittemore		<u>X</u>	D'Ascendis/Powers	D'Ascendis/Powers	There is no reduction in the ROE in this case due to a prospective ARM filing.
10	What is the appropriate attrition period billing determinants?	Hal Novak		<u>X</u>	Couzens	Couzens	CA Agreement with Piedmont's proposed billing determinants. See Stipulation And Settlement Agreement paragraph 16 and 17.j. Also see Settlement Attachment D. This resolution also covers Issues #11, #14, and #15 on this list.
11	What is the appropriate Revenue Calculation Adjustment regarding Weather Normalization?	Hal Novak		<u>X</u>	Couzens	Couzens	Piedmont's weather normalization adjustment is accepted within this revenue requirement.
12	Should a portion of the revenue requirement change be assigned to special contract customers?	Hal Novak		<u>X</u>	Couzens	Couzens	Yes. See Stipulation And Settlement Agreement paragraph 17.a. and Settlement Attachment C, which shows that a portion of the settled revenue increase of \$16.25 million was allocated to the class of special contract customers.
13	Should the Commission open a separate docket to consider the appropriate level of Piedmont's pipeline capacity and storage assets?	Hal Novak		<u>X</u>	n/a	Powers	This settlement does not open such a Docket, and Piedmont's proposal is accepted within this revenue requirement. Going forward, this settlement is not binding on the parties. See Stipulation and Settlement Agreement, paragraph 21.a.

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14	What is the appropriate Revenue Calculation Adjustment regarding Customer Usage?	Hal Novak		<u>X</u>	Couzens	Couzens	See Issue #10 above.
15	What is the appropriate Revenue Calculation Adjustment regarding Customer Growth?	Hal Novak		<u>X</u>	Couzens	Couzens	See Issue #10 above.
16	What is the appropriate Revenue Calculation Adjustment regarding Cost of Gas Demand Rates?	Hal Novak	X		Couzens	Couzens	No adjustment to Cost of Gas Demand rates in this proceeding. See Stipulation And Settlement Agreement paragraph 17.k. This resolution also covers Issues #22 and #23 on this list.
17	Should the Commission recognize the increase in revenue associated with elimination of IMR Surcharge?	Hal Novak	X		Couzens	Couzens	Commission verbal approval adopted in December public meeting.
18	Should the Commission accept the Company's calculation to reduce attrition period revenue associated with excess ADIT customer refunds?	Novak/Dittemore	X		Couzens	Couzens	The Company accepts the Consumer Advocate proposal. Couzens Rebuttal p. 2.
19	Should the Commission adopt Miscellaneous Revenue as proposed by the Consumer Advocate?	Novak/Dittemore		<u>X</u>	Couzens	Couzens	The settlement adopts Piedmont's Other Revenues amount (excluding Other revenues related to Forfeited Discounts, which is discussed in Issue #20 on the list). See Stipulation And Settlement Agreement paragraphs 14.n., 14.p. and 16. Also see Settlement Attachments B and C. This resolution also covers Issue #78 on this list.
20	Should the Commission accept the Consumer Advocate's proposed adjustment on forfeited discounts regarding the change in the amount of time customers have to pay their bills (from 12 to 25 days).	Hal Novak		<u>X</u>	Couzens	Couzens	The settlement adopts the CA's attrition period Forfeited Discount Revenues amount. See Stipulation And Settlement Agreement paragraph 14.o. Also see Settlement Attachments B and C.
21	Does the Company have the authority to require customers to enter into Minimum Margin Agreements and should all such collections be refunded to customers?	Hal Novak		<u>X</u>	n/a	Powers	The parties agree that Piedmont should be entitled to continue to operate under the existing MMAs, and any new proposed MMAs should be filed for the Commission for review. See Stipulation And Settlement Agreement paragraph 17.e.
22	Should the Company's proposal to change the PGA billing demand rates be adopted within this rate case?	Hal Novak	X		Couzens	Couzens	See Issue #16 above.
23	Should the variable fixed demand charges be eliminated from base rates and instead recovered through the Purchased Gas Adjustment?	Hal Novak	X		n/a	Couzens	See Issue #16 above.

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24	Should the Commission give notice that the current special contract with Bridgestone/Firestone expire at year end?	Hal Novak	X		n/a	n/a	On August 21, 2020, the Company's gave written notice to Bridgestone of its intent to terminate the schecial contract as of 10/27/2021. Piedmont included such 8/21/2020 notice letter to Bridgestone in its 9/28/2020 filing to the TPUC in Docket No. 10-00015. Therefore, this issue is resolved. Also see Stipulation And Settlement Agreement paragraph 17.l.
25	Should the Commission adopt the Consumer Advocates proposed Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	Unless otherwise identified herein, Piedmont's Rebuttal Rate Base proposal is accepted. This resolution also covers Issues #26, #27, #28, #29, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #47, #48, #49, #50, #54, #55, #56, #57 and #77. Also see Settlement Attachments A and B.
26	What is the appropriate level of Net Plant Investment for Utility Plant In Service included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
27	What is the appropriate level of Net Plant Investment regarding CWIP included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
28	What is the appropriate level of Net Plant Investment for Accumulated Depreciation included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
29	What level is the appropriate level of Net Plant Investment for Depreciation Expensed for Indirect Plant included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
30	Should the Commission require the Company to have a depreciation study conducted on its indirect common plant allocated or charged to Tennessee?	Hal Novak		<u>X</u>	n/a	Powers	Piedmont agrees to submit to the Commission a depreciation study of Piedmont common assets no later than December 31, 2022. In the event that this depreciation study is addressed by the Commission, Piedmont does not object to the Consumer Advocate's participation in the proceeding. Also, Piedmont agrees that in future rate proceedings it will clearly and separately present detailed support for the underlying depreciation rates embedded in the depreciation expense allocated from the Service Company (Duke Energy Business Service – DEBS). Further the Company will provide support for the assets whose depreciation expenses are allocated to Piedmont's Tennessee operations. See Stipulation And Settlement Agreement paragraphs 17.m. and 17.n.
31	Should the Commission adopt the Company's proposed depreciation rates for Tennessee plant?	Hal Novak	X		Watson/Bowman	Watson/Bowman	Yes. CA accepted Piedmont's proposed depreciation rates. See Stipulation And Settlement Agreement paragraph 17.o.

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32	Should the Commission exclude DEBS Depreciation Expense allocated to Piedmont-Tennessee A&G costs?	Hal Novak		<u>X</u>	Bowman	Bowman	No. CA agrees with inclusion of DEBS Depreciation expense allocated to Piedmont A&G for resolution of this proceeding. This matter is embedded in Stipulation And Settlement Agreement paragraph 14.p. Also see Issue #30 above.
33	What is the appropriate level of Net Plant Investment for CIAC included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
34	What is the appropriate level of Net Plant Investment for Accumulated Deferred Income Tax included in Rate Base?	Novak/Dittemore		<u>X</u>	Bowman	Bowman	See Issue #25 above.
35	Should the ADIT balance be calculated using components calculated consistent with how such elements are included in the revenue requirement.	Novak/Dittemore	X		Bowman	Bowman	See Issue #25 above.
36	What level of ADIT should be incorporated into the Rate Base?	Novak/Dittemore		<u>X</u>	Bowman	Bowman	See Issue #25 above.
37	Do the Parties agree to using an attrition period balance for Gas Inventory equal to the Test Period Balance?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
38	What is the appropriate level of Working Capital for Gas Inventory included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
39	What is the appropriate level of Working Capital for Customer Deposits included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
40	What is the appropriate level of Working Capital for Accrued Interest on Customer Deposits included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
41	What is the appropriate level of Working Capital for Cash Working Funds included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
42	What is the appropriate level of Working Capital for Materials & Supplies included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
43	Should a lead lag value be applied to Income Tax Expense within the CWC calculation?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
44	What is the appropriate level of Working Capital for Deferred Debits - Deferred Hedging Costs included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
45	If the Commission determines that rate case costs should be recovered in base rates, the parties agree that the deferred rate case costs to be included in Rate Base should be reduced by \$50,000.	Hal Novak	X		Bowman	Bowman	Deferred rate case costs for this proceeding were excluded from agreed rate base, as they are to be recovered through a separate rider (not recovered through base rates). See Issue #46 on this list.

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46	How should rate case costs be recovered from ratepayers, through base rates or a separate surcharge?	Hal Novak		<u>X</u>	Powers	Powers	recovery through a separate surcharge. No externally incurred costs related to the preparation and litigation of this rate case proceeding (rate case expense) shall be included in Piedmont's base rates agreed to herein. Rate Case expense shall be limited to no more than \$900,000 in actual rate case costs and shall be amortized over a three (3) year period and collected through a separate rider mechanism. The rates of such rider mechanism shall be approved by the Commission upon the filing of invoices supporting such expense and the audit and approval thereof. At the conclusion of the three-year rider period, any amount that is over collected or under collected under this rider shall be refunded to or collected from customers by transferring such overcollection or under collection to Piedmont's Actual Cost Adjustment account. The Consumer Advocate reserves its right to review the rate case invoices provided by Piedmont and file comments concerning the information for consideration by the Commission. See Stipulation And Settlement Agreement paragraphs 14 k and 17 f.
47	What is the appropriate level of Working Capital for Deferred Debits - Environmental Costs included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
48	What is the appropriate level of Working Capital for Deferred Debits - Pension Costs included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	Piedmont's balance of Deferred Pension costs as identified within its rebuttal testimony is accepted as a Rate Base component, less one year's amortization, within this revenue requirement.
49	What is the appropriate level of Working Capital for Deferred Debits - Flood Restoration Costs included in Rate Base?	Hal Novak	X		Bowman	Bowman	See Issue #25 above.
50	What is the appropriate level of Working Capital for Prepaid Insurance included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
51	The Company agrees to the elimination of accrued pension assets from rate base.	Hal Novak		<u>X</u>	Bowman	Bowman	Pension is included in rate base as a deferred debit in working capital. Pension is not included in any other aspect of rate base under the settlement. See Issue #74 on this list.
52	Should accrued OPEB costs be included in working capital?	Hal Novak		<u>X</u>	Bowman	Bowman	The parties agree that OPEB costs should not be included in working capital. See Settlement Attachments A and B.
53	Should the Commission adopt the Company's Minimum Required Contribution for Rate Setting Purposes?	Hal Novak		<u>X</u>	n/a	Bowman	See Issue #76 below.
54	What is the appropriate level of Working Capital for Fleets & Overheads included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.

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55	What is the appropriate level of Working Capital for Accounts Payable Related to CWIP included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
56	What is the appropriate level of Working Capital for Accounts Payable Related to M&S included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
57	What is the appropriate level of Working Capital for Accrued Vacation included in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	See Issue #25 above.
58	What is the appropriate level of Working Capital for Lead/Lag Study Requirement in Rate Base?	Hal Novak		<u>X</u>	Bowman	Bowman	The settled level of working capital lead-lag incorporates the resolution of other items within the Settlement Agreement. The lead-lag value included in the settled rate base is calculated consistent with the manner supported by Piedmont witness Paul M. Normand. See Stipulation And Settlement Agreement paragraph 14.l.
59	What is the appropriate level of Taxes Other than Income Tax for Property Tax?	Hal Novak		<u>X</u>	Bowman	Bowman	Piedmon't Rebuttal amount of Property Tax is accepted. This matter is embedded in Stipulation And Settlement Agreement paragraph 14.p. Also see Settlement Attachment B.
60	What is the appropriate level of Taxes Other than Income Tax, Franchise Tax?	Hal Novak		<u>X</u>	Bowman	Bowman	Piedmon't Rebuttal amount of Franchise Tax is accepted. This matter is embedded in Stipulation And Settlement Agreement paragraph 14.p. Also see Settlement Attachment B.
61	What is the appropriate level of Taxes Other than Income Tax, Gross Receipts Tax?	Hal Novak		<u>X</u>	Bowman	Bowman	Piedmon't Rebuttal amount of Gross Receipts Tax is accepted. This matter is embedded in Stipulation And Settlement Agreement paragraph 14.p. Also see Settlement Attachment B.
62	What is the appropriate level of Taxes Other than Income Tax, Payroll Tax?	Hal Novak		<u>X</u>	Bowman	Bowman	Piedmon't Rebuttal amount of Payroll Tax is accepted. This matter is embedded in Stipulation And Settlement Agreement paragraph 14.p. Also see Settlement Attachment B.
63	What is the appropriate Taxes Other than Income Tax, Allocated & Other Taxes?	Hal Novak		<u>X</u>	Bowman	Bowman	Piedmon't Rebuttal amount of Allocated and Other Tax is accepted. This matter is embedded in Stipulation And Settlement Agreement paragraph 14.p. Also see Settlement Attachment B.
64	Should the Commission reject ratepayer funding of the Gas Technology Institute?	Hal Novak		<u>X</u>	Powers	Powers	No GTI costs were included in the settled revenue requirement. See Stipulation And Settlement Agreement paragraph 14.j. Also see Settlement Attachment A.

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65	What is the appropriate calculation of the uncollectible factor within the revenue conversion factor?	Hal Novak		<u>X</u>	Bowman	Bowman	The CA's revenue conversion factor methodology is accepted by the parties. See Stipulation And Settlement Agreement paragraph 14.m. Also see Settlement Attachment B. This resolution also covers Issue #66 on this list.
66	Within the Revenue Conversion Factor, the parties agree to the exclusion of the Commission fee factor and the gross receipts factor.	Hal Novak	X		Bowman	Bowman	See Issue #65 above.
67	Should the Commission accept the Company's COSS to set rates for each of its tariffs?	Hal Novak		<u>X</u>	Couzens/Normand	Couzens/Normand	The Consumer Advocate's proposal on Rate Design, including Class Cost of Service implications, is adopted within this revenue requirement. See Stipulation and Settlement Agreement, paragraph 17.a. and Attachments C and D.
68	What is the appropriate manner in which to spread the rate increase to customer class?	Hal Novak		<u>X</u>	Couzens/Normand	Couzens/Normand	The Consumer Advocate's proposal on Rate Design, including Class Cost of Service implications, is adopted within this revenue requirement. See Stipulation and Settlement Agreement, paragraph 17.a. and Attachments C and D.
69	What is the appropriate level of Interest on Customer Deposits includable in the Company's revenue requirement?	Hal Novak	X		Bowman	Bowman	Piedmont accepted the Consumer Advocate's Adjustment (Bowman Rebuttal Exhibit (QPB-7) Page 1 of 5, line 14.
70	Should the Company be required to continue to publish its base rates in its tariff?	Hal Novak		<u>X</u>	Powers	Powers	The Consumer Advocate's proposal to require the Company to continue to publish its base rates in its tariff is accepted within this Settlement. See Settlement Attachments F & G, which include reference to Piedmont's base rates in the tariff. Also see Stipulation and Settlement Agreement paragraph 17.g.

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71	Whether a Piedmont ARM should be approved is subject to a public interest determination to be addressed in a subsequent proceeding.	Dave Dittemore	X		Powers	Powers	The Consumer Advocate reserves its right to challenge whether any ARM filing made by Piedmont subsequent to this proceeding is in the public interest or otherwise should be approved by the Commission. Piedmont may identify and propose that the methodologies incorporated within the revenue requirement, if approved by the Commission, constitute the methodologies that should be utilized to implement any approved ARM mechanism for Piedmont. If Piedmont petitions for an alternative regulatory mechanism, the methodologies adopted in this case should be reviewed for appropriateness, and the Consumer Advocate reserves all rights in that future proceeding. Except to the limited extent necessary to allow the Commission to implement or evaluate whether an ARM pursuant to Tenn. Code Ann. § 65-5-103(d)(6) is appropriate, conforms with statutory requirements, and is in the public interest, the Parties acknowledge and agree as follows: (a) This Settlement Agreement shall not have any precedential effect in any other proceeding or be binding upon any of the Parties in this or any other jurisdiction; (b) None of the signatories hereto shall be deemed to have acquiesced in any ratemaking or procedural principle, including without limitation, any cost of service determination or cost allocation or revenue related methodology; and (c) No provision of this Settlement Agreement shall be deemed an admission of any Party. Further, no provision of this Settlement Agreement shall be deemed a waiver of any position asserted by a Party in this Docket or any other docket. See Stipulation And Settlement Agreement paragraph 17.h. and 21. This resolution also covers Issue #72 on this list.
72	Does the Company have the burden to set forth proposed ratemaking methodologies if it seeks to operate under an ARM mechanism?	Dave Dittemore		X	Powers	Powers	See Issue #71 above.
73	Should the Company recover \$60 thousand in regulatory costs associated with fees incurred in support of an ARM filing?	Dave Dittemore	X		Powers	Powers	Piedmont agreed to remove this \$60k as a rate case expense for this proceeding. Powers Rebuttal pg. 15-16.

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74	Should deferred pension funding incurred during the period 2012 - 2016 be included in Rate Base?	Dave Dittmore		<u>X</u>	Bowman	Bowman	Yes. The Company's unamortized deferred pension expense balance of \$11,862,981 in this proceeding shall be amortized to operating expense over a period of 8 years and recovered from customers in base rates. The Attrition Period deferred debits balance for pension included in rate base shall be aligned with the stipulated amortization of the unamortized deferred pension balance, as further reduced by an amount equivalent to one year's deferred pension expense amortization. See Stipulation And Settlement Agreement paragraph 14.i. Also see Settlement Attachment A. This resolution also covers Issues #51 and #75 on this list
75	What is the appropriate amortization period to use in amortizing deferred pension assets - whether using the Company's or the Consumer Advocate's deferred balance?	Dave Dittmore		<u>X</u>	Bowman	Bowman	See Issue #74 above.
76	Should the Commission terminate the Company's pension funding accounting order from 1996?	Dave Dittmore		<u>X</u>	n/a	Powers	The Company may capitalize future pension contributions as a deferred debit. The deferral of such contributions does not limit the right of the Consumer Advocate or other parties to contest the amount of incremental deferred pension costs that the Company seeks to recover in future rate proceedings. Furthermore, in future rate adjustment applications, the Company shall provide explanation and support to demonstrate its position that such incremental pension deferral amounts were prudently incurred to meet the Company's obligation to qualified employees and retirees and shall bear the burden of rate recovery in future rate proceedings. Going forward, the Company will preserve all relevant documents pertaining to incremental deferred pension costs necessary to justify cost recovery, including but not limited to actuarial reports, for use by the parties and the Commission in evaluating the Company's pension contributions. See Stipulation And Settlement Agreement paragraph 17.b. This resolution also covers Issue #53 on this list
77	The mechanics of the Cash Working Capital calculation have been agreed to by the parties.	Dave Dittmore	X		Bowman	Bowman	See Issue #25 above.
78	Should Home Serve revenues be included as operating revenue?	Dave Dittmore		<u>X</u>	Couzens	Couzens	Home Serve revenues are not included in the revenue requirement. However, this treatment has no implications on how such revenues should be recognized in the future. See Stipulation and Settlement Agreement, paragraph 17.c.

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February 1, 2021

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79	Should the Company's pro-forma revenue level be increased due to the Company's elimination of such revenues for the flowback of temporary TCJA credits. Likewise, should income tax expense be increased as well to reflect the temporary nature of the TCJA credits?	Dave Dittemore/Hal Novak	X		Bowman/Couzens	Bowman/Couzens	The Company accepts the Consumer Advocate's proposal from pre-filed direct testimony to eliminate the effects of the TCJA. For income tax expense reduction, see Bowman pages 2,3.
80	Should severance costs initiated at the time of the acquisition, recorded in the test period but terminating at 12/31/20 be removed in developing attrition period costs?	Dave Dittemore	X			Bowman	The Company accepted the Consumer Advocate proposal on this, and removed it as a non-recurring expense in its Rebuttal computations.
81	Should out-of period lease costs be eliminated in developing attrition period costs?	Dave Dittemore	X			Bowman	The Company accepted the Consumer Advocate proposal on this, as reflected in Rebuttal computations; see Bowman Rebuttal page 4.
82	Should pension related transition costs terminating at December 31, 2020 be eliminated in developing attrition period costs?	Dave Dittemore	X			Bowman	The Company accepted the Consumer Advocate proposal on this, as reflected in Rebuttal computations; see Bowman Rebuttal page 4.
83	Should out of period expenses consultant costs be eliminated in developing attrition period costs?	Dave Dittemore	X			Bowman	The Company accepted the Consumer Advocate proposal on this, as reflected in Rebuttal computations; see Bowman Rebuttal page 4.
84	Should costs associated with the provision of electric service be eliminated when developing attrition period costs?	Dave Dittemore	X			Bowman	The Company accepted the Consumer Advocate proposal on this, as reflected in Rebuttal computations; see Bowman Rebuttal page 4.
85	Should excluded electric related costs found within one cost allocation code be extrapolated to non-sampled items within that allocation methodology?	Dave Dittemore	X			Bowman	The Company accepted the Consumer Advocate proposal on this, as reflected in Rebuttal computations; see Bowman Rebuttal page 4.
86	Should DEBS costs allocated to Piedmont-Tennessee operations be reduced based upon the ROE proposed by Dr. Klein?	Dave Dittemore		X	n/a	Bowman	The parties agree that DEBS costs allocated to the Company's Tennessee operations should be matched with the approved return on equity in this proceeding. This resolution also covers Issue #87 on this list.
87	Should the DEBS costs allocated to Piedmont-Tennessee operations include a return on DEBS pension assets?	Dave Dittemore	X			Bowman	See Issue #86.
88	Should the Commission open an investigation into whether personal customer information collected by utilities should be provided to unregulated third-parties with the intent for accruing utility operating margins?	Dave Dittemore	X		n/a	n/a	Piedmont does not object to a future generic Commission proceeding to address policy issues raised by the Consumer Advocate in its testimony, including but not limited to whether it is appropriate to share customer information with third parties without customer consent, absent a legal requirement to do so. See Stipulation And Settlement Agreement paragraph 17.d.

TPUC Docket No. 20-00086
Jointly Filed Issues List - UPDATED

February 1, 2021

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89	In light of the level of environmental costs forecasted by the Company should the Commission require the Company to address its environmental activity and actions in future proceedings in which such costs are included for recovery?	Dave Dittmore	X		n/a	Powers	Piedmont agrees that in future rate proceedings, to the extent its environmental expenses for which recovery is sought exceed \$100,000, it will submit testimony fully explaining the nature and extent of its request. See Stipulation And Settlement Agreement paragraph 17.i.
90	Is the appropriate level of operating expense included in cost of service?	Hal Novak		<u>X</u>	Bowman	Bowman	The level of operating expense included in the revenue requirement is determined from the resolution of items described above. See Settlement Attachments A and B.