ORIGINAL

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF DUKE ENERGY INDIANA, INC. FOR APPROVAL OF A VOLUNTARY GREEN POWER AND CARBON CREDIT RIDER, INCLUDING ALTERNATIVE REGULATORY PLAN PURSUANT TO IND. CODE § 8-1-2.5-1, *ET SEQ.*	)	**CAUSE NO. 43617**
	)	**APPROVED:** JUL 1 6 2009

BY THE COMMISSION:
David E. Ziegner, Commissioner
Loraine L. Seyfried, Administrative Law Judge

On December 3, 2008, Duke Energy Indiana, Inc. ("Duke Energy Indiana" or "Petitioner") filed its Verified Petition requesting the Indiana Utility Regulatory Commission ("Commission") approve a revised voluntary Green Power and Carbon Credit Rider, including Alternative Regulatory Plan ("ARP") flexibility.

Pursuant to notice as required by law, proof of which was incorporated into the record by reference and placed in the official files of the Commission, an evidentiary hearing was held on June 1, 2009 at 3:00 p.m. in Room 224, National City Center, 101 W. Washington Street, Indianapolis, Indiana. At the hearing, Duke Energy Indiana and the Indiana Office of the Utility Consumer Counselor ("OUCC") appeared and presented evidence. No members of the public were present at the hearing.

Based upon applicable law and evidence presented herein, the Commission now finds as follows:

1. **Notice and Jurisdiction**. Due, legal and timely notice of the hearing in this Cause was given and published by the Commission. Proofs of publication for legal notices made by Duke Energy Indiana in the counties it renders service were offered and admitted into evidence.

Duke Energy Indiana owns and operates a "public utility" as defined in Ind. Code § 8-1-2-1, which is subject to the jurisdiction of this Commission as provided in the Public Service Commission Act, as amended. In its Verified Petition, Duke Energy Indiana indicates that as an "Energy Utility," it has elected to be subject to the provisions of Ind. Code §§ 8-1-2.5-5 and 8-1-2.5-6 for purposes of flexibly pricing its requested GoGreen and Carbon Credit Rider. Thus, Duke Energy Indiana's Verified Petition, testimony, and revised GoGreen Power and Carbon Credit Rider submitted in this proceeding constitute Duke Energy Indiana's Alternative Regulatory Plan for purposes of this proceeding.

2. **Petitioner's Characteristics**. Duke Energy Indiana is an Indiana Corporation with its principal office in the Town of Plainfield, Hendricks County, Indiana. Duke Energy Indiana is engaged in the business of generating and supplying electric utility service to

approximately 780,000 customers located in 69 counties in the central, north central, and southern parts of Indiana.

3. **Relief Requested**. Duke Energy Indiana requested permanent approval of and revisions to Rider No. 56 "GoGreen Power" and to rename the program "GoGreen." Duke Energy Indiana also requested declination of Commission jurisdiction through an ARP to provide flexibility in pricing and participation in the GoGreen Program and in adjusting the size of the green power kWh blocks to be marketed. Commercial and Industrial customers would also be permitted to participate in the GoGreen Rider on a customer specific special contract basis.

4. **Summary of Duke Energy Indiana's Direct Evidence**. John D. Langston, employed by Duke Energy Business Services LLC, an affiliate of Duke Energy, Inc., as Market/Product Manager I for Billing & Payment, Fee Paid & Convenience Products & Services, Green Power & Renewable Resources, and Public Assistance Funds for all Duke Energy Residential and Small Business customers, sponsored prefiled case-in-chief testimony admitted into evidence as Petitioner's Exhibit A. He first described the history of GoGreen. He testified that in December 2005, Duke Energy Indiana sought Commission approval to revise Standard Contract Rider No. 56 Green Power Rider and name it "GoGreen Power." The revisions moved the Green Power Rider from a voluntary fund contribution program to an actual green power rate whereby customers could choose to purchase the greenness or "green tag" for a specific level of their energy consumption. GoGreen Power was initially priced to customers at $2.50 per 100 kWh block for residential and small commercial customers, with a minimum purchase of two blocks or 200 kWh for a monthly payment of $5.00. That price was intended to cover the cost of the program including marketing, administration, Renewable Energy Credits ("RECs")[1], and Carbon Credit[2] costs.

Mr. Langston testified that Duke Energy Indiana requested ARP flexibility in the pricing of and the size of green power kWh blocks to be marketed. He stated that flexibility in both pricing and the sales block size is important for several reasons. First, because the market price of green power and associated RECs and Carbon Credits fluctuates, it is reasonable to adjust the price charged to customers for these commodities to properly reflect market conditions. Secondly, adjusting the price and/or size of the green power blocks can be a tool to enhance interest in green power participation. Also, with below the line accounting of GoGreen Power expenses and revenues, Duke Energy Indiana is left at risk to recover the cost of the program.

Mr. Langston stated that the Commission issued its Order in Cause No. 42966 on March 22, 2006 wherein it approved a Settlement Agreement with the OUCC. He stated the Settlement Agreement contained many substantive terms including the following ones which Duke Energy Indiana proposes remain part of GoGreen Power:

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[1] An REC is a tradable commodity unit which represents the generation of one MWh of renewable or environmentally friendly generation.
[2] A Carbon Credit is a tradable commodity unit which represents one ton of CO_2 reduction or its equivalent.

- ARP flexibility.
- Whether certified by Duke Energy Indiana or some other entity, RECs and Carbon Credits will be accurately calculated, accurately matched to participating customer load, and the resulting records will be readily susceptible to audit.
- The accounting of all GoGreen Power expenses and revenues are below the line, leaving Duke Energy Indiana to assume the risks of recovering the costs of the program.
- Being at risk of cost recovery, Duke Energy Indiana may sell RECs and Carbon Credits not purchased by customers to an affiliate or other outside parties, to be treated as below the line.
- Customers will receive semi-annual reports regarding program sales, program source of RECs and Carbon Credits, and a green energy message.
- Duke Energy Indiana will provide the same report as it currently provides annually to the Commission and the OUCC regarding GoGreen Power.
- Customers may not be disconnected due to failure to pay the GoGreen Power amount of their monthly bill.
- The OUCC and Commission will be given an opportunity to preview all GoGreen Power promotional and educational documents.

Mr. Langston testified GoGreen Power was initially offered to customers on June 1, 2006. He stated that this renewable energy pilot program has provided valuable experience to Duke Energy Indiana and has provided benefits and satisfaction to Petitioner's customers, improved the environment, and helped Indiana's economic development. He further indicated that currently there are approximately 1,500 customers enrolled in GoGreen Power.

Mr. Langston generally described the GoGreen education and marketing efforts that have occurred. He stated that data indicates approximately 81% of customers are satisfied with the GoGreen program. Mr. Langston also described the activity and trends of utility green power programs. Since the summer of 2006, GoGreen Power has provided Duke Energy Indiana customers approximately 9,125,300 kWh of green energy through purchasing certified RECs. The carbon offsets created by these actions amounted to the reduction of approximately 8,587 tons of CO_2 being removed from the atmosphere. Nationally, approximately 850 electric utilities or about 25% of electric utilities, offer some form of green power pricing. He stated that in 2007, approximately 18.1 billion kWh of green power sales occurred in voluntary markets, as compared to approximately 16 billion kWh purchased by utilities for state renewable portfolio standards.

Mr. Langston described the growth in investment in green power generation in Indiana. He stated one of the perceived benefits of GoGreen power, and the green power movement in general, was that educating the public on the availability and benefits of green power will help drive investment in new green power generation with the resulting economic development benefits. He stated that green power offerings, such as the GoGreen program, have helped to stimulate the construction of new, renewable energy generation in numerous locations including Indiana. As an example, he identified new Indiana wind farms that have been installed or proposed since the March 2006 approval of GoGreen Power.

Mr. Langston testified that Duke Energy Indiana seeks re-approval of the existing Standard Contract Rider No. 56 GoGreen Power on a permanent basis with certain enhancements to GoGreen Power. The first enhancement is that with the next customer solicitation in April 2009, the price per 100 kWh block will be reduced from $2.50 to $2.00. Another enhancement will concern the marketing of Carbon Credits, *i.e.,* carbon offsets, through an interactive marketing campaign with the tag line "balance your equation" designed to drive traffic to Duke Energy Indiana's website. Lastly, Duke Energy Indiana is working on the creation of an IRS 501(c)3 not-for-profit corporation to operate and manage GoGreen Power. Through this not-for-profit, 100% of voluntary customer monthly payments to GoGreen Power will be tax deductible. He stated Petitioner is not currently asking for approval to transfer the GoGreen Program to a not-for-profit, but it may do so in the future.

Mr. Langston testified Duke Energy promotes a three-prong portfolio approach to a sustainable energy strategy for customers: (1) efficiency/conservation; (2) green power; and (3) providing customers with the ability to offset their carbon footprint. He stated GoGreen is a quick and convenient means by which customers can invest in green power and the Carbon Credit component rounds out the portfolio, offering the ability to offset all or a portion of their remaining carbon footprint.

Petitioner requests that Standard Contract Rider No. 56 be reapproved with the following changes: the rider name be changed to GoGreen to reflect the addition of separate carbon credit pricing; there would be no termination date; the customer charge for the Green Power rate will be reduced from $2.50 to $2.00 per 100 kWh; and the charge for carbon offset will be $4.00 per 500 pounds of CO_2.

Mr. Langston testified Duke Energy Indiana proposes GoGreen would continue its current ARP flexibility in pricing and sales block size of participation with Duke Energy Indiana left at risk to recover costs. All accounting of GoGreen Power expenses and revenues would remain below the line. Petitioner would retain its right to sell RECs and Carbon Credits not purchased by customers to an affiliate or any other outside party so long as revenues are treated below the line. He stated Duke Energy Indiana is willing to continue to provide the current semi-annual reports regarding program sales, program source of RECs and Carbon Credits and a green energy message to our customers. Similarly, Duke Energy Indiana is also willing to report annually to the Commission and to the OUCC the same criteria that are currently reported. Duke Energy Indiana will continue to not disconnect customers due to failure to pay the GoGreen power amount on their monthly bill and will also continue to provide the OUCC and the Commission with an opportunity to preview all GoGreen Power promotional and educational documents. Just as is authorized now, whether certified by Duke Energy Indiana or some other entity, RECs and Carbon Credits will be accurately calculated, accurately matched to participating customer load, and the resulting records will be readily susceptible to audit.

Mr. Langston explained that Petitioner decided to reduce the green power rate of the GoGreen program because the $2.00 is more in line with the offerings of current retail green power programs per National Renewable Energy Lab, the initial costs of the program have been recovered, and the wholesale market REC price has decreased. Also, there are now more subscribers, which helps spread the costs of the program.

Mr. Langston testified concerning the appropriateness of retaining the ARP flexibility to modify the price and sales block sizes. He explained the market price for RECs and Carbon Credits fluctuates. Accordingly, the price paid for RECs and Carbon Credits used in the GoGreen program fluctuate. Consequently, he concluded it is reasonable that Petitioner reserve the right to be certain the amount it charges is sufficient to purchase a load matching level of RECs and Carbon Credits. Moreover, he noted the market for these commodities is open and competitive and Duke Energy Indiana's customers can directly purchase RECs and Carbon Credits from other sources, including over the internet. Thus, if they do not like the price offered by GoGreen Power, they may financially support the green power movement through a competitive supplier. However, just as other green power marketers and generators will base their price for RECs and Carbon Credits on market conditions, GoGreen Power also needs the flexibility to adjust its price. This pricing flexibility may allow GoGreen Power to decrease price in order to encourage greater participation and symmetrically, if the market price for these commodities increase, Duke Energy Indiana needs the flexibility to increase the price voluntarily paid by customers. However, as is currently the case, changes in the price and block size of participation in GoGreen will only take effect after 60 days notice to customers.

Mr. Langston explained that it is appropriate that accounting of GoGreen power expenses and revenues continue to be below the line. With revenues and expenses below the line, Duke Energy Indiana is left at risk to recover all of the costs of GoGreen Power. This below the line accounting eliminates any concern that voluntary participation in GoGreen Power may be subsidized by non-participating customers.

Mr. Langston explained why Duke Energy Indiana should continue to have the ability to rely on its own certification of RECs and Carbon Credits in some instances. He testified certification of RECs and Carbon Credits by major entities in the field can be rather costly, particularly for small renewable energy projects. He stated project certification services can represent a very large operating expense for a small, local renewable energy project. He noted that one entity charges a base certification fee, and that volumetric fees and other fees may be added. If such costs do not inhibit a small, local project, they will be reflected in the price charged for RECs and Carbon Credits generated by the project. Accordingly, Duke Energy Indiana proposes that RECs and Carbon Credits purchased from the open market through marketers will be certified by recognized, independent third parties. However, for RECs and Carbon Credits purchased from local, Indiana, small generators or from customer cogeneration, Duke Energy Indiana may self certify or certification may be done locally by third parties. Mr. Langston stated self-certification or certification locally will help provide the incremental economic stimulus that may be necessary to promote small Indiana renewable energy projects. Any self-certification or local certification would be done in compliance with the Green-e certification criteria. Rather than requiring reliance on national, out of state firms, he stated that allowing renewable certification of small projects locally may stimulate new Indiana small business growth in renewable certification.

Mr. Langston described the company's proposed carbon offset offer to customers. He testified customers will be offered the opportunity to voluntarily purchase a 500 pound carbon offset block for a monthly charge of $4.00, which will appear as an additional line item on their regular monthly utility bill. Although the $4.00 per 500 pound carbon offset will be the minimum monthly purchase, customers will have the option to add as many blocks as they choose. He stated that to further promote the program and to increase the program's beneficial economic and environmental impact, Duke Energy Indiana will make a matching purchase for the first $4.00 block for each customer subscribing to the program through 2009.

Mr. Langston testified the $4.00 per 500 pound carbon offset is a reasonable charge. He explained that it is below average in comparison to other retail programs throughout the nation. As of December 2008, the average price per ton for programs with Green-e certification projects or self-certified projects was $17 per ton, or about $4.25 per 500 pounds. Furthermore, he stated it is reasonable because the program offers a low entry price on a partial ton block basis. He noted that if one wanted to offset 500 pounds at another site such as www.carbonfootprint.com, the minimum investment for a qualifying carbon offset project would be $12.98 per ton for reforestation in Kenya or $18.70 per ton for UK tree planting. Mr. Langston pointed out this carbon offset opportunity is completely voluntary. If customers believe the charge to be unreasonable, they may participate in other carbon offset programs, readily available through the internet or from other providers.

Mr. Langston testified the marketing goals of the carbon offset program are to maximize customer participation thereby reducing carbon impact; to educate the public on the availability of green programs for customers and the resulting environmental benefits from participation; to drive green power development in Indiana to improve the environment; to enhance economic development; and to build program name recognition and public awareness of the program.

Mr. Langston explained the GoGreen carbon offset offer will be marketed through a variety of media outlets. The Duke Energy Indiana website will provide direct marketing with online promotions of carbon offsets and green power. Petitioner's Exhibit A-2 is a draft of the carbon offset page that will appear on Duke Energy Indiana's website. In addition to the Duke Energy Indiana website describing the program, he stated that an interactive calculator will provide the viewer with the opportunity to "balance your equation." Through "balance your equation," the viewer can have his or her carbon footprint calculated and be advised of the number of carbon offset blocks needed to offset his or her carbon footprint. The interactive carbon calculator will be a simple tool for customers to use, as well as visually engaging. Targeted online advertisements will direct customers to the website advertisements which will include online banner ads and pay-per-click advertising in key metropolitan markets. In addition, Duke Energy Indiana will use social networking, such as Facebook ads to drive traffic from a younger demographic and newspaper and magazine advertising in key online media markets will be used. All of these marketing outlets will have access to or the web address for the "balance your equation" calculator.

Mr. Langston stated there may also be direct marketing through events and sponsorships. Carbon offsets and green power will be marketed through events that reach the local and state level through schools, fairs, or green expos. Events such as carbon offset tree drops may also be conducted. At such an event, small trees with eco-friendly tags and pots may be given away in a high-population public location along with educational material explaining the benefits of carbon reduction and Duke Energy Indiana's carbon offset program. Leveraging Duke Energy Indiana corporate sponsorships at sporting events may also allow the opportunity to promote GoGreen programs via radio spots, game day programs, game magazines, and scoreboard signage.

Speakers' bureau events will be another opportunity for grass roots communication with customers.

Mr. Langston described Petitioner's investigation of the creation of a GoGreen not-for-profit corporation to operate and administer the GoGreen program. Generally the purpose of the not-for-profit corporation would be to educate the public on the availability and benefits of green power, to encourage the growth of green power use and new green power technology, and to stimulate new green power generation in Indiana. Customer contributions would be tax deductible. The not-for-profit would take over Duke Energy Indiana's marketing and sales of green power and carbon offsets through the use of RECs and Carbon Credits. The not-for-profit corporation would contract with green power generators, with a strong emphasis on looking for Indiana sources, to obtain the RECs and carbon credits needed to meet customer demand. Consistent with its purpose of improving the environment and growing Indiana participation in green power, the not-for-profit will have the ability to use its margins or other sources of revenue to pay program costs, including marketing, public education on renewable energy, the installation of green power demonstration projects, and subsidization or construction of new steel-in-the-ground renewable generation in Indiana. The not-for-profit corporation may contract with those new generators for the purchase of RECs and Carbon Credit output.

Mr. Langston explained that if the not-for-profit corporation is established, Duke Energy Indiana would act as the billing agent for the not-for-profit corporation. Customers will continue to pay for their participation in GoGreen Power through their monthly electric bills. The Company will aggregate those receipts and forward them to the not-for-profit. In his Supplemental Direct Testimony, Mr. Langston testified that Petitioner is continuing to investigate the feasibility of the not-for-profit, but its efforts will not be completed within the procedural schedule of this proceeding. He indicated that if the proposal thereafter seems worthy of Commission consideration, Duke Energy Indiana will pursue it through additional filings with the Commission.

Mr. Langston testified that alternative regulatory plan flexibility remains appropriate for GoGreen and should be continued. He explained how the proposed GoGreen Power Rider satisfies each of the statutory ARP requirements.

Mark E. Musick, employed by Duke Energy Business Services LLC, an affiliate of Duke Energy Indiana Inc, as Lead Rates Analyst, sponsored his case-in-chief testimony admitted into evidence as Petitioner's Exhibit B. He described the proposed changes to Standard Contract No. 56 GoGreen Power and sponsored Exhibit B-1, the red-line changes to Standard Contract No. 56, and Exhibit B-2, a clean version of Standard Contract No. 56.

5. **Summary of OUCC Evidence.** Ms. Jenny Sumner, a Utility Analyst for the Electric Division of the OUCC, testified on behalf of the OUCC. Ms. Sumner expressed concern over how Duke Energy Indiana established the new price, as well as how Petitioner plans to market the program. She testified that although opportunities do exist to purchase RECs through independent providers, customers trust their utility to provide a service that is effectively managed and reasonably priced. In addition, approval by the Commission of a green power

program also implies that the program has undergone scrutiny and is in the best interest of ratepayers.

Ms. Sumner expressed concern that Petitioner's GoGreen program remains far below the national average in terms of participation, with only 1,472 participants as of January 2009, representing 0.19% of Duke Energy Indiana's customers. She noted that the national average participation rate in utility green pricing programs in 2007 was 2.0%, with a median of 1.3 percent.

Ms. Sumner testified that Petitioner should base its GoGreen price on costs that it expects to incur, rather than on the average national price. She indicated that Duke Energy Indiana has seen the costs of RECs decrease from $4.40 per REC in June 2007 to $2.75 per REC in March 2009.

Ms. Sumner stated that for 2009, Petitioner estimates that it will spend $52,500 on marketing, $19,324 for the purchase of RECs, and $27,312 on administrative expenses. Consequently, Duke Energy Indiana's marketing costs represent 52.96% of the total program expense. She noted that according to the National Renewable Energy Lab, a median of 10% (average of 23%) of the total green power premium was spent by utilities on marketing and program administration in 2006. In addition, on July 29, 2008, the Florida Public Service Commission terminated Florida Power & Light Co.'s voluntary green power program after a Commission staff audit of the program revealed that only 20% of the $11.4 million collected from customers was applied to developing renewable energy facilities. The majority of the collected funds were alleged to have been used for marketing and administrative costs. She stated that Duke Energy Indiana needs to expand participation in GoGreen, so that marketing and administrative costs can be spread over more units of green power.

Ms. Sumner expressed similar concerns with respect to Petitioner's proposed pricing for Carbon offsets, stating that price should be based upon a budget rather than the price offered by other retail programs.

Consequently, Ms. Sumner recommended that Petitioner submit an annual filing requesting reapproval of the pricing of each GoGreen program. In addition, she recommended the following ten annual reporting requirements, which are similar to but more detailed than current reporting requirements:

1. A detailed marketing plan, including how Duke Energy Indiana will co-market programs and target marketing plans, current GoGreen customer demographics, and the customer retention rate;
2. A log of REC and Carbon Credit purchases, including: date of purchase, type of renewable source, the name of the third-party marketer, administrative fee paid, generator location, MWh purchased, price per MWh, certification used, and the total cost of purchase;
3. Number of active customers by month, including breakdown of residential and commercial/industrial;

4. Number of blocks of Green Power and Carbon Credits sold, including breakdown of residential and commercial/industrial;
5. Actual marketing costs;
6. Actual administrative costs;
7. GoGreen program revenues billed;
8. Estimated sales in the future period, in kWh for Green Power and pounds of carbon for Carbon offsets;
9. Forecasted costs of RECs per kWh, including those in inventory, and forecasted costs of Carbon offsets per 500 pound carbon offset block.
10. Copies of materials sent to program participants.

Ms. Sumner also testified regarding Duke Energy Indiana's investigation of a possible not-for-profit. She agreed with Mr. Langston that Petitioner's efforts in this regard would not likely be completed within the schedule of this proceeding. She suggested that Petitioner resubmit this proposal with supporting information in the annual filing with the Commission.

Ms. Sumner also addressed the matter of self-certification. She stated that Duke Energy Indiana's purchases in June 2007 and March 2009 were both certified by Green-e, the leading certification provider for RECs. She expressed concern that self-certification and verification may not provide the same customer assurances as independent third-party certification and verification. Accordingly, she recommended that all RECs and Carbon Credits be certified and verified by an independent third-party. To the extent this would result in Indiana renewable projects being cost prohibitive, she recommended the formation of a collaborative consisting of Petitioner, the OUCC, and other interested parties to determine whether third-party certification and verification is necessary in all cases. To the extent a dispute in that regard remains after reasonable attempts to resolve any issue, she recommended the Commission ultimately determine whether self-certification or verification should be permitted in some circumstances.

6. **Summary of Duke Energy Indiana Rebuttal Testimony.** Mr. Langston responded to Ms. Sumner's testimony. He first addressed the OUCC's concern that the price per 100 kWh block perhaps should be lower. He pointed out that Duke Energy Indiana in this proceeding has reduced the charge from $2.50 to $2.00 per 100 kWh block. He indicated it is Duke Energy Indiana's hope that this will help improve the voluntary participation in the program. He also pointed out that with the reduced $2.00 per block rate and assuming a 10% increase in block sales, the resulting estimated annual margin would be approximately $11,000, which could be used for increased education and marketing or the purchase of additional RECs. However, he testified given the worldwide economic downturn, even that small margin may not materialize and pointed to the fact that 2009 enrollments have declined. If the decline continues, the resulting margin would be approximately a $7,000 loss. He stated while Duke Energy Indiana is willing to continue to assume the risk of loss from this program, he does not believe it should have to price GoGreen at a rate that can be expected to generate a loss. He stated that depending on the actual results achieved, if Duke Energy Indiana can reasonably reduce the GoGreen rate further, it would do so under the ARP pricing flexibility similar to the current reduction from $2.50 to $2.00.

Mr. Langston also testified that the ARP pricing of this voluntary GoGreen program does not warrant a detailed ratemaking analysis. He described the ease of access that Duke Energy Indiana's customers have via the internet to a large number of competing vendors of RECs and Carbon Credits. Mr. Langston presented information showing that the $2.00 per 100 kWh block charge and the $4.00 per 500 ton CO_2 offset charge are comparable to the competitive prices offered by other retail vendors of renewable attributes.

Mr. Langston explained that many things impact the level of voluntary participation in green power programs. Participation varies between densely populated urban areas, small towns, and sparsely populated rural areas. It also varies with the educational and social background of the population in the area served. He pointed out that the maturity of the program and the degree to which it has been marketed and refined over time also has an impact. For example, Indianapolis Power and Light serves the most densely populated urban service area in Indiana while Duke Energy Indiana serves more diverse, rural, and small town populations. Mr. Langston testified that lowest cost Wal-Mart type pricing of GoGreen renewable attributes will not provide revenue sufficient to cover the costs of the program. He also pointed out that the utility green programs with the highest participation rates identified by Ms. Sumner have been in existence 7 to 12 years while GoGreen has been in existence for only three years, and that 50% of the top programs are in densely populated areas in California or Oregon where there is an abundance of local, renewable energy projects.

Mr. Langston also testified that marketing costs for a young, start-up program may be higher than for a mature program that has already developed name recognition and market share. Mathematically, once a program attains strong market share, the marketing cost per customer will decline. He emphasized Duke Energy Indiana cannot grow GoGreen participation without sufficient revenue from voluntary customer charges. He stated that if customers want to shop for the absolutely lowest price green power and carbon offset, they can easily and quickly access the highly competitive renewable energy market and buy green power and carbon offsets from numerous other competitive sources. He stated Duke Energy Indiana needs approval of the $2.00 and $4.00 charges if these two components of GoGreen are to generate the revenue needed to meet their expenses, including the marketing and educational efforts needed to grow customer participation.

Mr. Langston also opposed Ms. Sumner's annual reapproval of the pricing of each green power program. He testified the small, completely voluntary charges proposed by Duke Energy Indiana for a green power block and a carbon offset block do not warrant the creation of a new regulatory approval process for the Commission to administer. He provided market comparisons demonstrating that the $2.00 and $4.00 charges are in keeping with the charges of competing programs. He further indicated that although Petitioner proposed GoGreen be approved permanently, approval for a four-year term was acceptable.

Mr. Langston also pointed out that Duke Energy Indiana already currently files an annual GoGreen report and proposes to continue to do so. A portion of that report addresses marketing costs. He stated that Duke Energy Indiana is willing to provide any of the additional annual report information suggested by Ms. Sumner's ten reporting items that the Commission believes is useful in its review of the GoGreen annual report.

Mr. Langston responded to Ms. Sumner's position on self-certification. He pointed out that Duke Energy Indiana's current authority for self-certification of RECs and Carbon Credits originated to accommodate the expected output of the BGT mine methane generation project, which was to have made 3.7 MWs available for purchase by Duke Energy Indiana and later up to 9.7 MWs. He stated that with that background, Duke Energy Indiana continues to believe it appropriate for the benefit of Indiana to retain the opportunity to self-certify RECs and Carbon Credits from local, small Indiana generation sources. This would allow such small, local generators to avoid what can be a costly certification process and thereby make their projects more feasible and drive down the purchase price of resulting RECs and Carbon Credits. Mr. Langston emphasized that if, in Petitioner's discretion, self-certification of the output of a small, local Indiana generator makes the installation of that new renewable generation feasible or would allow the purchase of RECs or Carbon Credits at a substantially lower cost, Duke Energy Indiana should continue to have that option for self-certification, just as it is currently authorized to do. He clarified that if the Commission would be more comfortable by having a cap on what constitutes a small, local, renewable generator, given that an REC represents one (1) MWh of renewable generation, a cap of three (3) MWs of generation seems sufficiently small and reasonable. He stated that other than this exception for small, renewable generators connected to Duke Energy Indiana's system, all renewable attributes purchased by Duke Energy Indiana from the open market for GoGreen will be independently certified by a third-party certification entity.

Petitioner also responded to questions from the Presiding Officers in a May 26, 2009 docket entry. In its response, Duke Energy Indiana indicated that it currently has no plans to use any RECs or Carbon Credits obtained through its purchased power agreements or from its own generation facilities to satisfy the GoGreen program requirements. However, Petitioner indicated that if it did, then GoGreen funds could be used to pay Duke Energy Indiana the prevailing market price for those renewable attributes. Duke Energy Indiana would then credit the revenue from the sale of those renewable attributes to customers through Petitioner's fuel cost adjustment proceedings. Duke Energy Indiana also indicated that it has no immediate plans to obtain RECs or Carbon Credits from an affiliate, but that if it did so, Petitioner would provide notice to the Commission in accordance with its Affiliate Standards and Ind. Code § 8-1-2-49 and such purchases would occur at the then prevailing transparent market price.

7. **Settlement Agreement and Supporting Testimony.** On May 21, 2009, Petitioner and the OUCC submitted a Settlement Agreement in this Cause. Thereafter, on May 26, 2009, Petitioner filed testimony of John Langston in support of the Settlement. Similarly, on May 26, 2009, the OUCC filed testimony of Jenny Sumner in support of the Settlement Agreement.

Mr. Langston testified that, as provided in Section II A of the Settlement Agreement, GoGreen's term will be limited to four years from the date the Settlement Agreement is approved, rather than continue permanently as sought by Duke Energy Indiana in its Verified Petition.

Mr. Langston testified Section II B sets forth the information to be provided in an annual

GoGreen Program Report to the Commission and the OUCC. These reporting requirements are the same as those recommended by Ms. Sumner. He stated the annual report will provide information useful in observing the operation of GoGreen. The Parties recognize that the contents of the annual report may be confidential. Similarly, the Parties recognize that with regard to forecasted REC and Carbon Credit costs, it is reasonable to consider forecasts created by professionals in the field rather than create costly new, complex forecasts.

Mr. Langston testified Section II C provides for an annual collaborative meeting of the OUCC and Duke Energy Indiana following the filing of the annual GoGreen Program Report. Additionally, after the second year of the GoGreen program, if the OUCC has concerns over material, substantive issues in the program and cannot resolve those issues informally with Duke Energy Indiana, such issues may be filed with the Commission for review and resolution. The Parties agree that the issue resolution process will not require reapproval of the entire GoGreen program, but rather provides the OUCC with an opportunity to pursue material substantive program issues that cannot otherwise be resolved through good faith collaborative discussions.

Mr. Langston testified Section II D would allow the OUCC to work collaboratively on a GoGreen not-for-profit program if such a program moves forward. This allows the OUCC to continue to provide its collaborative input to Duke Energy Indiana regarding a potential GoGreen not-for-profit platform.

Mr. Langston testified Section II E provides an opportunity for the self-certification of RECs created from small, renewable energy projects of three (3) MW or less located within Duke Energy Indiana's service territory. It also allows the Parties to work collaboratively to determine a low cost means for self-certification of Carbon Credits or certification by a local third-party for projects of any size located within Duke Energy Indiana's service territory, if both Duke Energy Indiana and the OUCC deem the certification framework appropriate. The accuracy and accountability of such certification is of paramount importance to both Duke Energy Indiana and the OUCC. These provisions may help stimulate Home Grown Hoosier Renewable Energy projects, particularly smaller projects, by lowering the cost of certification, which in turn lowers the cost of locally produced RECs and Carbon Credits available for purchase by GoGreen. These provisions may also help stimulate a new Indiana "third-party" business in renewable attribute certification to compete with the high cost certification services offered by current market leaders.

Mr. Langston testified Section II F provides that the requested ARP treatment should be approved. This will allow Duke Energy Indiana to continue to adjust the price and block size charged for REC and Carbon Credit participation. This pricing and block size flexibility exists currently as previously approved by the Commission and is reasonable and useful in Duke Energy Indiana's efforts to encourage customer participation, to respond to changing market conditions, and positions Duke Energy Indiana to assume the risk that insufficient revenue may result from this below-the-line program.

Mr. Langston testified the Settlement Agreement also has provisions that are essentially the same as those currently approved including those relating to below the line accounting, the continued provision of semi-annual customer reports, customers not being disconnected for failure to pay the GoGreen charges, and opportunity to review new customer communication material before it is disseminated to customers.

Mr. Langston testified the Settlement Agreement is in the public interest. He explained the Settlement Agreement is the result of protracted, collaborative, arms lengths discussions and negotiations between Duke Energy Indiana and the OUCC. He stated the Settlement Agreement creates a balanced framework by which the same collaborative discussions that led to resolution of this proceeding will continue in the future. It provides for periodic transparent reporting of information useful to the OUCC and the Commission in understanding the program's operation. Non-participants continue to be protected by Duke Energy Indiana assuming the risk of losses through below the line accounting. The Settlement Agreement reaches a reasonable result that protects the interest of Duke Energy Indiana, the OUCC, the voluntary participants in the program, and non-participants. The Settlement Agreement's stipulated terms will allow Duke Energy Indiana, with collaborative input from the OUCC, to continue to improve upon the program for the benefit of all stakeholders, particularly those interested in improving the environment and supporting the green power movement through the convenience of their utility sponsored voluntary program.

Ms. Sumner's testimony also summarized the substantive high points of the Settlement Agreement and echoed Mr. Langston's support for the reasonableness and approval of the Settlement Agreement. She testified the Settlement Agreement provides a term that is long enough for the program to develop, but also ensures the program will continue to be reviewed by the OUCC and the Commission. She explained the annual report will provide data to evaluate GoGreen and an opportunity for the OUCC to discuss the report with Duke Energy Indiana and allow for program collaboration. She pointed out the Settlement Agreement also provides a framework for dispute resolution after the second year of GoGreen's four-year term. The Settlement Agreement also provides the OUCC the opportunity to collaborate with Duke Energy Indiana if it chooses to move forward with the creation of a not-for-profit.

She testified the Settlement Agreement provides for self-certification of RECs only from new, renewable projects of three (3) MW or less located in Duke Energy Indiana's service territory. This will allow Duke Energy Indiana to utilize renewable projects in its service territory for RECs at a potentially lower cost. She testified the Settlement Agreement also recognizes verification of Carbon Credits is more complex and establishes a collaborative discussion between Duke Energy Indiana and the OUCC to allow the opportunity to weigh the costs and benefits of self-certification and third-party certification of Carbon Credits while preserving the integrity of the program. Ms. Sumner recommended approval of the Settlement Agreement and expressed the OUCC's satisfaction in looking forward to productive discussions with Duke Energy Indiana that will enable enhancements to the GoGreen program.

8. **Commission Discussion and Findings.** Settlements presented to the Commission are not ordinary contracts between private parties. *United States Gypsum, Inc. v. Indiana Gas Co.*, 735 N.E.2d 790, 803 (Ind. 2000). When the Commission approves a settlement, that settlement "loses its status as a strictly private contract and takes on a public interest gloss." *Id.* (quoting *Citizens Action Coalition v. PSI Energy*, 664 N.E.2d 401, 406 (Ind. Ct. App. 1996)). Thus, the Commission "may not accept a settlement merely because the private parties are satisfied; rather [the Commission] must consider whether the public interest will be served by accepting the settlement." *Citizens Action Coalition*, 664 N.E.2d at 406. Furthermore,

any Commission decision, ruling, or order, including the approval of a settlement, must be supported by specific findings of fact and sufficient evidence. *United States Gypsum*, 735 N.E.2d at 795 (citing *Citizens Action Coalition v. Public Service Co.*, 583 N.E.2d 330, 331 (Ind. 1991)). The Commission's own procedural rules require that settlements be supported by probative evidence. 170 IAC 1-1.1-17(d). Therefore, before the Commission can approve the Settlement Agreement, we must determine whether the evidence in this Cause sufficiently supports the conclusions that the Settlement Agreement is reasonable, just and consistent with the purpose of Ind. Code § 8-1-2, and that such agreement serves the public interest.

Having reviewed the evidence of record in this Cause and closely examined the Settlement Agreement and supporting testimony, the Commissions finds that the Settlement Agreement is in the public interest, reasonable and should be approved. The record demonstrates that GoGreen provides many potential benefits to Duke Energy Indiana's customers including education on the availability of and environmental benefits from green power and carbon offsets. GoGreen presents a convenient, reasonably priced opportunity for customers to voluntarily choose to participate in the green power movement. Duke Energy Indiana has also agreed to make a matching purchase for the first $4.00 block of each customer subscribing to the Carbon offset program during the 2009 year to further promote the program's economic and environmental benefits. Customer awareness of green power and customer participation in the green power marketplace not only improves the environment, it also drives demand for and investment in new green power renewable generation. As indicated by the number of renewable generation projects recently built in Indiana, as interest and participation in renewable energy grows, Indiana's economy stands to benefit through the creation of new employment and revenue opportunities.

The Settlement Agreement creates a balanced framework allowing for ongoing collaborative discussions of potential improvements to the GoGreen program. Non-participants are also protected from providing subsidies to GoGreen by the agreed to below-the-line accounting. In addition, the annual transparent reporting of information will be beneficial to all stakeholders in understanding the program's operations. However, the Commission finds that Duke Energy Indiana shall also provide in its annual GoGreen Program Report, information concerning the cost of the GoGreen program relative to national averages and other appropriate benchmarking, such as that offered in the testimony of Mr. Langston from the National Renewable Energy Lab. Accordingly, the Commission finds the Settlement Agreement, with the additional annual reporting requirement, reaches a reasonable result and provides benefits and protections to all stakeholders and should be approved.

Finally, with regard to future citation of the Settlement Agreement and this Order, we find our approval herein should be construed in a manner consistent with our March 19, 1997 Order in *Petition of Richmond Power & Light*, Cause No. 40434.

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. Duke Energy Indiana's requested relief, as modified by the Settlement Agreement and the Commission's findings herein, shall be and is hereby approved.

2. The Settlement Agreement, attached hereto, shall be and hereby is approved as modified in this Order.

3. The revised Standard Contract Rider No. 56 shall be effective upon filing with the Commission's Electricity Division.

4. This Order shall be effective on and after the date of its approval.

<u>HARDY, ATTERHOLT, GOLC, LANDIS, AND ZIEGNER CONCUR:</u>

APPROVED: JUL 16 2009

I hereby certify that the above is a true and correct copy of the Order as approved.

Stacy L. Hunter

Stacy Hunter
Acting Secretary to the Commission

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of the 21st day of May, 2009, is made and entered into by and between the duly authorized representatives of Duke Energy Indiana, Inc. ("Duke Energy Indiana") and the Office of the Utility Consumer Counselor ("OUCC") (individually referred to as "Party" and collectively referred to as "Parties").

WITNESSETH:

WHEREAS Duke Energy Indiana has filed a Verified Petition in Cause No. 43617 with the Indiana Utility Regulatory Commission ("IURC") seeking permanent approval of and certain modifications to the GoGreen Power Rider previously approved for a three year term in Cause No. 42966; and

WHEREAS the Parties to this Cause have engaged in good faith negotiations and exchange of information in an effort to amicably resolve the issues presented; and

WHEREAS subject to the conditions set forth in this Settlement Agreement, including the approval and acceptance by the IURC of this Settlement Agreement, in its entirety, without any change or condition that is unacceptable to any Party to this Settlement Agreement, and with the understanding that each and every term of this Settlement Agreement is in consideration and support of each and every other term, the Parties hereto agree and stipulate as follows:

I. GENERAL CONDITIONS

This Settlement Agreement is expressly conditioned upon and subject to the following general conditions:

A. The communications and discussions had, and materials produced and exchanged, concerning this settlement all relate to offers of settlement, are privileged, without prejudice to any Party, and shall not be used for any purpose other than as part of the negotiations that led to this Settlement Agreement.

B. The making of this Settlement Agreement shall not constitute an admission by any Party to this Settlement Agreement.

C. It is understood that this Settlement Agreement is reflective of a compromise and negotiated settlement. The Parties agree that all issues concerning this Cause are resolved by this Settlement Agreement.

D. This Settlement Agreement shall not be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce this Settlement Agreement.

E. This Settlement Agreement is conditioned upon and subject to IURC acceptance and approval in its entirety, without any change or condition that is unacceptable to any Party to this Settlement Agreement.

F. If this Settlement Agreement is not accepted and approved by the IURC in accordance with its terms, then it will not be part of any record or used for any purpose.

II. SUBSTANTIVE TERMS

A. Term of GoGreen. Duke Energy Indiana requested authority for permanent approval of GoGreen. OUCC and Duke Energy Indiana agree that GoGreen should be approved for a four year term starting from the date this Settlement is approved by the Commission.

B. Annual Report to IURC and OUCC. The OUCC's testimony proposed certain modifications to the GoGreen Annual Report currently provided to the Commission and the OUCC. Duke Energy Indiana agrees to the OUCC's proposed changes to the reporting criteria as follows:

1. A detailed marketing plan, including how Duke Energy Indiana will co-market programs and target marketing plans, current GoGreen customer demographics, and the customer retention rate;
2. A log of REC and Carbon Credit purchases, including: date of purchase, type of renewable source, the name of the third-party marketer, administrative fee paid, generator location, MWh purchased, price per MWh, certification used, and the total cost of purchase;
3. Number of active customers by month, including breakdown of residential and commercial/industrial;
4. Number of blocks of Green Power and Carbon Credits sold, including breakdown of residential and commercial/industrial;
5. Actual marketing costs;
6. Actual administrative costs;
7. GoGreen program revenues billed;
8. Estimated sales in the future period, in kWh for Green Power and pounds of carbon for Carbon Offsets;
9. Forecasted costs of RECs per kWh, including those in inventory, and forecasted costs of Carbon Offsets per 500 pound carbon offset block;

10. Copies of materials sent to program participants; and
11. Any other relevant information agreed to by the parties.

As to reporting item 9, OUCC and Duke Energy Indiana agree that Duke Energy Indiana is not expected to engage in complex forecasts of REC and carbon credit costs, but rather may rely on forecasts provided by professionals in the field. The Parties recognize that some information to be produced will be confidential and require protection. Such information shall be identified as specified by the Standard Form Nondisclosure Agreement entered into by Duke Energy Indiana and the OUCC.

C. Annual Discussion. Following the filing of each annual report, OUCC will be afforded the opportunity to provide comments to and meet with Duke Energy Indiana and to make reasonable timely requests for relevant information. Both Parties will collaboratively discuss their observations and thoughts regarding GoGreen operations.

Following the Annual Discussion of the Annual Report submitted after the second year of GoGreen's four year term, if the OUCC has material, substantive concerns regarding GoGreen operations, and the OUCC and Duke Energy Indiana cannot informally resolve those matters, the OUCC shall describe its material, substantive concerns in writing to Duke Energy Indiana. If those concerns have not been resolved within 20 days thereafter, the OUCC's issues will be filed with the Commission for review and resolution. Duke Energy Indiana shall maintain the burden of proof in any such proceeding. While such review is pending, GoGreen will continue to be offered as agreed to in this Settlement. Such midterm issue resolution filing shall be limited solely to the OUCC's unresolved material, substantive issues and shall not require re-approval of the GoGreen Program.

D. GoGreen Not-for-Profit. If Duke Energy Indiana moves forward with a GoGreen not-for-profit program as described in Duke Energy Indiana's case-in-chief and supplemental testimony, it shall do so in a subdocket of this cause, or in a separate docketed proceeding, as determined by the Commission. The OUCC may collaboratively provide its suggestions regarding the organization, content, and operation of such a not-for-profit.

E. Self Certification of RECs and Carbon Credits. Duke Energy Indiana may self certify RECs created from new, renewable projects of 3 MW or less located within Duke Energy Indiana's service territory.

Duke Energy Indiana may have the opportunity to self certify carbon credits from Indiana-based projects. First, there will be a collaborative discussion between Duke Energy Indiana and OUCC to consider and devise a low-cost, verifiable means for self-certification of Carbon Credits or for low-cost certification from a third party, preferably located in Indiana. If no agreement is reached between OUCC and Duke Energy Indiana regarding self certification or local low cost third party certification of Carbon Credits then self certification of Carbon Credits for that project shall not occur.

Whether certified by Duke Energy Indiana or some other entity, RECs and Carbon Credits will be accurately calculated, will be accurately matched to participating customer load, and the resulting records will be readily susceptible to audit.

F. ARP Status. The Alternative Regulatory Plan ("ARP") requested by Duke Energy Indiana shall be approved. This ARP authority shall include the proposed pricing flexibility for the amount charged for RECs and Carbon Credits and the proposed flexibility in adjusting the sales block size for RECs and Carbon Credits. Such pricing flexibility and block size flexibility are reasonable and are useful in Duke Energy Indiana encouraging program participation, responding to market conditions, and allowing assumption of the risk of insufficient revenue from this below the line program.

G. No Additional Flexibility or Incentives. The ARP pricing flexibility will apply to the GoGreen portion of a customer's bill, not the underlying, normal tariff rate.

H. Below the Line Accounting. All expenses and revenues from the GoGreen Power Program will be originally accounted for "below the line" and thus there will be no need to transfer costs and revenues from above the line to "below the line". Accounting/Work codes will be used to allow the tracking of revenues and expenses charged below the line. Duke Energy Indiana assumes the risk of recovering the costs of GoGreen through the sales of RECs and Carbon Credits through the GoGreen Power Program. As such, the costs and revenues of RECs and Carbon Credits will not be included in the calculation of the quarterly FAC expense and earnings tests under Ind. Code § 8-1-2-42(d)(2) and (3).

Duke Energy Indiana shall reserve the right to sell RECs and Carbon Credits not purchased by Duke Energy Indiana customers to an affiliate or other outside parties at market prices, to be treated "below the line" as described above.

I. FAC Below the Line Amounts. Duke Energy Indiana is willing to document for the OUCC that the GoGreen power revenues and expenses are in fact below the line and are not in the Section 42(d)2 and (d)3 calculations.

J. Customer Reports. Duke Energy Indiana will provide semi-annual reports to customers specifying the certification and source for the GoGreen Power and Carbon Credits sold in the preceding months. To minimize the use of paper and program expense, those customers who have provided Duke Energy Indiana with their email address may receive their semi-annual report via email.

The customer reports will include:

Program Sales

* Amount of kWh purchased
* Amount of RECs supplied
* Amount of CO_2 offset

Program Source

* Location of green power supplies and source of carbon offsets
* Amount of power purchased

Green Energy Message

A general educational message on greenhouse gas, CO_2, or energy efficiency designed to increase the customer's understanding on energy issues and their impact.

K. Confidentiality. Duke Energy Indiana will only require confidential treatment of information and documents that are confidential or of a competitive or proprietary nature. Other than confidential, competitive or proprietary material, Duke Energy Indiana will provide reasonable data concerning the GoGreen Power competitive program upon request by the OUCC without a confidentiality agreement.

L. Customer Disconnection. Any payment made by a GoGreen Power customer will first be applied towards their standard tariff rate monthly bill amount. Failure to pay the GoGreen Power amount would be basis for removal from the program, but it shall not be a basis for disconnection from electric service.

M. Customer Communication. Duke Energy Indiana will provide the OUCC with a reasonable opportunity to preview all GoGreen Power promotional and educational documents and activities and the OUCC may offer its suggestions and comments on revisions and improvements.

N. Continuation of Current Program. The current GoGreen Program expires July 22, 2009. If an order approving this Settlement will not likely be issued by July 22, 2009, the OUCC and Duke Energy Indiana agree that the current program should be extended pending a final, non-appealable order in this Cause.

O. Requested Relief Granted as Modified Above. The relief requested by Duke Energy Indiana in its Verified Petition in this Cause and described in Duke Energy Indiana's supporting testimony shall be granted with only the agreed to changes and clarifications stated in this Section II above.

III. PROCEDURAL TERMS

A. The Parties will request IURC acceptance and approval of this Settlement Agreement in its entirety, without any change or condition that is unacceptable to any Party to this Settlement Agreement.

B. Duke Energy Indiana may introduce into evidence in this Cause testimony and exhibits in support of the terms of this Settlement Agreement.

C. OUCC may offer prefiled testimony or exhibits into evidence in this Cause in support of the Settlement Agreement, provided that such testimony and exhibits be approved by Duke Energy Indiana prior to such filing. OUCC and Duke Energy Indiana agree to waive cross-examination of the other Party's witnesses in these proceedings.

D. Duke Energy Indiana and the OUCC shall work together to finalize and file an agreed upon proposed order with the IURC as soon as possible. The Parties will support the proposed order in the proceeding and will request that the IURC issue an order promptly accepting and approving the same in accordance with its terms.

E. The Parties will either support or not oppose on rehearing, reconsideration and/or appeal, an IURC Order accepting and approving this Settlement Agreement in accordance with its terms, including the submission of any applicable briefs and pleadings. The Parties will also either support or not oppose the relief outlined in this Settlement Agreement in any other forum.

F. Duke Energy Indiana and OUCC agree that each of them will refrain from issuing any news releases concerning this Settlement Agreement until each has consulted with the other, provided that Duke Energy Indiana shall be able to issue such releases as necessary to comply with disclosure requirements.

Agreed To And Accepted this 21st Day of May, 2009:

Duke Energy Indiana, Inc.

By: ______________________

Robert M. Glennon
Attorney for Duke Energy Indiana

Agreed To And Accepted this 21st Day of May, 2009:

Indiana Office of the Utility Consumer Counselor

By: ______________________

Terry Tolliver
Assistant Consumer Counselor
Indiana Office of Utility Consumer Counselor
115 W. Washington Street, Suite 1500 S.
Indianapolis, IN 46204
317.232.2494

[This is a signature page to a Settlement Agreement between Duke Energy Indiana, Inc. and the Office of the Utility Consumer Counselor. The remainder of this page has intentionally been left blank.]