

ORIGINAL

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

**PETITION OF NORTHERN INDIANA PUBLIC)
SERVICE COMPANY FOR APPROVAL OF)
MODIFICATIONS TO AND AN EXTENSION OF)
ITS ELECTRIC RENEWABLE FEED-IN TARIFF)
PROVIDING FOR THE PURCHASE OF ENERGY)
FROM RENEWABLE ENERGY RESOURCES)
PURSUANT TO IND. CODE CH. 8-1-8.8 AND FOR)
THE CONTINUED RECOVERY OF COSTS)
ASSOCIATED WITH THOSE PURCHASES)
UNDER IND. CODE 8-1-2-42(a) OR SUCCESSOR)
MECHANISMS IN ACCORDANCE AND)
CONSISTENT WITH THE INDIANA UTILITY)
REGULATORY COMMISSION'S ORDER DATED)
JULY 13, 2011 IN CAUSE NO. 43922)**

CAUSE NO. 44393

APPROVED:

MAR 04 2015

ORDER OF THE COMMISSION

**Presiding Officers:
Angela Rapp Weber, Commissioner
Jeffery A. Earl, Administrative Law Judge**

On September 11, 2013, Northern Indiana Public Service Company (“NIPSCO”) filed a Verified Petition initiating this Cause.

The following parties intervened in this Cause: Citizens Action Coalition of Indiana, Inc. (“CAC”); the Hoosier Chapter of Sierra Club (“Sierra Club”); Indiana Distributed Energy Alliance, Inc. (“IDEA”); and Bio Town Ag, Inc. (“BTA”).

On October 9, 2014, NIPSCO, the Indiana Office of Utility Consumer Counselor (“OUCC”), CAC, Sierra Club, IDEA, and BTA filed a Stipulation and Settlement Agreement (“Settlement Agreement”). NIPSCO filed the testimony and exhibits of Timothy R. Caister, Director of Regulatory Policy at NIPSCO. The OUCC filed the testimony of Ronald L. Keen, Senior Utility Analyst in the OUCC’s Resource Planning and Communications Division. CAC filed the testimony of Kerwin L. Olson, Executive Director of CAC. Sierra Club filed the testimony of Steve Francis, Chairperson of the Executive Committee for Sierra Club. And BTA filed the testimony of Brian S. Furrer, President of BTA.

The Commission held an evidentiary hearing in this Cause at 9:30 a.m. on December 9, 2014, in Hearing Room 222, 101 West Washington Street, Indianapolis, Indiana. NIPSCO, the OUCC, CAC, Sierra Club, IDEA, and BTA appeared at and participated in the hearing. No members of the general public participated in the hearing.

Having considered the evidence presented and the applicable law, the Commission finds:

1. **Notice and Jurisdiction.** Notices of the hearings in this Cause were given and published by the Commission as required by law. NIPSCO is a “public utility” as defined in Ind. Code § 8-1-2-1(a). Under Ind. Code § 8-1-8.8-11, the Commission has authority to create financial incentives and allow the timely recovery of costs for projects to develop alternative energy sources, including renewable energy projects. Under Ind. Code § 8-1-2-42, the Commission has jurisdiction over changes in NIPSCO’s rates and charges. Therefore, the Commission has jurisdiction over NIPSCO and the subject matter of this proceeding.

2. **NIPSCO’s Characteristics.** NIPSCO is a public utility corporation organized and existing under the laws of the State of Indiana with its principal place of business at 801 East 86th Avenue, Merrillville, Indiana. NIPSCO renders electric utility service in the State of Indiana and owns, operates, manages, and controls, among other things, plant and equipment within the State of Indiana used for the production, transmission, distribution, and furnishing of such services to the public. NIPSCO provides electric utility service to over 468,000 residential, commercial, industrial, wholesale and other customers in 20 counties in northern Indiana.

3. **Background and Requested Relief.** The Commission approved NIPSCO’s existing Feed-In Tariff (“FIT”) as a pilot rate schedule in its July 13, 2011 Order in Cause No. 43922. Under the 43922 Order, the FIT was set to expire on December 31, 2013. On October 23, 2013, the Commission issued a Prehearing Conference Order in this Cause, which extended the FIT on an interim basis pending a final order in this Cause.

NIPSCO requests approval of the following:

- (1) modifications to and an extension of its electric Experimental Rate 665 – Renewable FIT for purchase of energy (and capacity, as applicable) from renewable energy resources;
- (2) authority to continue to recover the cost of purchases of energy from eligible resources through its Ind. Code § 8-1-2-42(a) (“Section 42(a)”) tracking mechanism filed together with its quarterly fuel adjustment clause (“FAC”) proceedings pursuant to Ind. Code § 8-1-2-42(d) in a manner consistent with NIPSCO’s treatment of its wind purchased power agreements (“PPA”) purchases approved by the Commission in Cause No. 43393, or through an appropriate mechanism approved in successor tariff volumes; and
- (3) authority to continue to recover the costs of purchases of capacity under the Renewable FIT through NIPSCO’s Resource Adequacy Tracker or successor mechanism approved by the Commission.

4. **Evidence Supporting the Settlement Agreement.**

A. **NIPSCO’s Evidence.** Mr. Caister said that NIPSCO has worked with the parties in a collaborative fashion to seek a comprehensive settlement in this case. He co-sponsored the Settlement Agreement, which is attached to this order and incorporated by reference, as well as NIPSCO’s draft proposed Participation Request form.

1. **Current FIT Program.** Mr. Caister said that NIPSCO’s initial FIT program was designed to be a three-year, voluntary pilot where NIPSCO purchased electric

energy and capacity from electric customers for qualifying renewable energy generation. The FIT capacity was capped at 30 MW for all approved renewable technology types, with no individual fuel source allowed to exceed 50% of the capacity. Additionally, a discrete capacity carve out of 1 MW from the total 30 MW of capacity was allocated for use by small solar and small wind installations—700 kW for solar and 300 kW for wind.

Mr. Caister said that the first year of the pilot represented the implementation stage and was primarily focused on processing customer applications, revising customer service systems, approving interconnection applications, and the start of small scale project interconnection. During the second year a number of large projects were connected and started operating. NIPSCO continues to monitor the system to understand the operating characteristics of these systems. The third year was spent building on the success of the previous two years. The initial FIT program reached maximum tariff participation levels for all but wind generation. Mr. Caister sponsored a table showing the subscription level by project size limit and technology under the initial FIT program.

Cause No. 43922 FIT Technology Type	Large FIT Solar Subscribed	Small FIT Solar Subscribed	Small FIT Wind Subscribed
% Subscribed	100.00%	100.00%	3.4%
kW Subscribed	29,000 kW	700 kW	10.2 kW
kW Remaining	0	0	289.8 kW

Mr. Caister said that the Large FIT participation levels through December 31, 2013, were 14.35 MW for Biomass, 14.5 MW for Large Solar, and 150 kW for Large Wind. He sponsored the following table showing annual generation of the FIT generators from the inception of the program through December 31, 2013.

Technology	Generation (kwh)				% Total
	2011	2012	2013	Total	
Small Solar	-	118,895	471,806	590,701	0.8%
Large Solar	-	433,758	15,789,457	16,223,214	22.0%
Small Wind	-	3,588	15,721	19,310	0.0%
Large Wind	-	-	90,113	90,113	0.1%
Biomass	6,219,791	19,152,432	31,602,728	56,974,951	77.1%
Total	6,219,791	19,708,672	47,969,825	73,898,289	100.0%

Mr. Caister explained the highlights of the program and the lessons learned. For example, the pilot allowed NIPSCO the opportunity to develop improved standards for the interconnection of small and large distributed generation. NIPSCO has successfully integrated the operating and safety procedures into normal operations and expects continued improvements as additional experience is gained with renewable systems.

Mr. Caister said that NIPSCO continues to learn from the commercial experience with its FIT program. For example, NIPSCO learned that one of the disadvantages to a fixed-purchase-rate construct is that the fixed rates do not provide the flexibility necessary to reflect the impact of decreasing technology and construction costs that could potentially place the fixed price significantly out of the market. Mr. Caister suggested that a competitive approach would allow for a more balanced integration with the integrated resource planning process to ensure that long-term supply and costs have been taken into consideration.

2. **Proposed Phase 2 FIT Program.** Mr. Caister said that with the experience gained under the pilot FIT, NIPSCO has created a second phase for projects awarded capacity after the date of the approval of the proposed tariff in this proceeding (“Phase 2”) that provides for an additional 16 MW of capacity. The following table shows the proposed allocation of capacity to various technologies in Phase 2.

Cause No. 44393 Technology	Phase 2 MW Available
Micro Solar	2
Intermediate Solar	8
Micro Wind	1
Intermediate Wind	1
Phase 2 Biomass	4
Total	16

Mr. Caister said that the parties have agreed to new purchase rates—with a purchase rate reduction of 8% for all technologies, except Biomass—for contracts executed during the period that begins 24 months after the commencement of Phase 2. He said that in the event of interest in excess of available capacity, the revised program creates a lottery process to allocate capacity for Micro Wind, Micro Solar, Intermediate Wind, Intermediate Solar, and the first 2 MW of Phase 2 Biomass. The revised program also provides a reverse auction process for the second 2 MW of Phase 2 Biomass.

Mr. Caister said that the eligible facilities for the FIT would be those specifically found in Ind. Code § 8-1-8.8-10(a)(1)-(a)(5) and (a)(8) as of January 1, 2011.¹ The parties also agreed to add those specific technologies to the tariff to provide greater clarity. However, the CAC and Sierra Club have reserved the right to advocate a different position from the other parties regarding forest thinning and waste-to-energy facilities.

Mr. Caister said that one of NIPSCO’s objectives for Phase 2 was to encourage small projects through the FIT program. Therefore, the size limitations were changed to allow a specific purchase rate for very small or “micro” projects for solar and wind and to cap the solar and wind projects at 200 kW. In addition, the size limit for Phase 2 Biomass was decreased to 1 MW, and the parties agreed to remove the New Hydro technology for Phase 2. The specific changes detailed in his testimony are outlined in the table below:

¹ Ind. Code § 8-1-8.8-10 was amended by 2013 Ind. Acts 13. As of January 1, 2011, the cited portion of the statute included the following: (1) energy from wind; (2) solar energy; (3) photovoltaic cells and panels; (4) dedicated crops grown for energy production; (5) organic waste biomass from specific renewable sources; and (8) energy from waste to energy facilities.

Phase 1 Technology	Phase 1 Size Limit	Phase 2 Technology	Phase 2 Size Limit
Wind 1	≤ 100 kW	Micro Wind	3 kW and ≤ 10 kW
Wind 2	> 100 kW and ≤ 2 MW	Intermediate Wind	> 10 kW and ≤ 200 kW
Solar 1	≤ 10 kW	Micro Solar	5 kW and ≤ 10kW
Solar 2	> 10 kW and ≤ 2 MW	Intermediate Solar	> 10 kW and ≤ 200kW
Biomass	≤ 5 MW	Phase 2 Biomass	100 kW and ≤ 1 MW
New Hydro	≤ 1 MW	No longer available	

Mr. Caister said that all of the Phase 2 capacity for Micro Solar, Micro Wind, and Intermediate Wind will be available at the beginning of Phase 2. One-half of the available capacity for Intermediate Solar (4 MW) will be available at the beginning of Phase 2 (“Allocation 1”), and the remaining 4 MW will be available two years after the beginning of Phase 2 (“Allocation 2”). This arrangement ensures that at least some capacity is available at the reduced purchase rate in order to see the impact of the purchase rate decrease on the market. Similarly, one-half of the capacity for Phase 2 Biomass (2 MW) will be available during Allocation 1, and the remaining 2 MW will be available in Allocation 2. This arrangement ensures that at least some capacity is available for the reverse auction process and the reduced escalator in order to see the impact of those changes on the market.

3. Phase 2 Purchase Rates. Mr. Caister said that the parties agreed to changes to some of the purchase rates, including purchase rate reductions for solar and biomass technologies. But he said that an increase in the purchase rate for certain wind projects was critical for reaching settlement and is consistent with the goal of encouraging smaller projects. The higher purchase rates are intended to encourage more small wind projects. Mr. Caister presented the following table documenting the proposed changes:

Phase 1 Technology	Phase 1 Purchase Rate per kWh	Phase 2 Technology	Purchase Rate per kWh-Years 1 and 2	Purchase Rate per kWh After Year 2
Wind 1	\$0.1700	Micro Wind	\$0.2500	\$0.2300
Wind 2	\$0.1000	Intermediate Wind	\$0.1500	\$0.1380
Solar 1	\$0.3000	Micro Solar	\$0.1700	\$0.1564
Solar 2	\$0.2600	Intermediate Solar	\$0.1500	\$0.1380
Biomass	\$0.1060	Phase 2 Biomass	\$0.0918	≤ \$0.0918
New Hydro	\$0.1200	No longer available		

Mr. Caister said that Phase 2 Biomass contracts executed after the end of the second year of Phase 2 will be subject to a reverse auction with the purchase rate not to exceed \$0.0918/kWh, and that with the exception of Phase 2 Biomass, the parties have agreed to eliminate the annual price escalator that was in place for Phase 1. The parties have agreed that the purchase rate for Phase 2 Biomass facility agreements will be subject to a 1.5% per year escalator for agreements executed in the first two years and a 1.0% per year escalator for agreements executed after the first two years. Phase 2 Biomass will continue to receive a capacity payment at the Cogeneration

Tariff capacity rate because that rate fluctuates from year to year. Mr. Caister also said that because no projects under Phase 2 will be greater than 1 MW, no projects qualify for the formula rate.

4. Reverse Auction Process. Mr. Caister explained the reverse auction bid process under the Settlement Agreement. Interested parties may place a bid for a project, which equals the proposed purchase rate plus the 1.0% per-year escalator. Each project requires a separate bid and a non-refundable application fee of \$25 plus \$1 for each kW of capacity included in the project. Each bid must also be accompanied by a surety performance fee of \$300 per kW that will be returned to the bidder if the bid fails to secure capacity or after the project's commencement if the bid secures capacity. For example, for a 500 kW project, the non-refundable application fee would be \$525, and the refundable surety performance fee would be \$150,000.

Mr. Caister said that under the bidding process, the lowest bid wins the contracted capacity and the winning bidder would then follow the remainder of the interconnection process. In the event that a winning project is less than the available capacity, the remaining capacity will be made available as part of a second reverse auction. Similarly, if the winning project is subsequently canceled, that capacity would be made available during a second reverse auction, if one has not already occurred for remaining capacity. NIPSCO will not offer a third reverse auction for any remaining unsubscribed capacity.

Mr. Caister said that each capacity bid under the reverse auction would consist of two public bids, an opening bid within 30 days of the opening of the auction ("First Bidding Period"), and second bid within five business days after the close of the First Bidding Period. A bid may include a project that utilizes Allocation 1 capacity, using the fixed purchase rate and the 1.5% per year escalation, and Allocation 2 capacity, using the reverse auction purchase rate and the 1.0% per year escalation.

5. Lottery Process. Mr. Caister explained the lottery process for Phase 2 under the Settlement Agreement. Capacity is currently allocated on a first-come-first-served basis. The purpose of the lottery is to provide a mechanism to handle initial interest that exceeds available capacity in a fair and objective way. The parties agreed that it would be more equitable to let all interested parties submit a Project Request Form ("Request Form") and to use a lottery process to determine who receives capacity. No later than 30 days after the commencement of Phase 2, NIPSCO will notify customers through its website that it is accepting Request Forms for a period of 60 days. Each project will require its own Request Form and must be accompanied by a non-refundable application fee of \$25 plus \$1 for each kW of capacity included in the project. Within seven calendar days after receipt of a Request Form, NIPSCO will review the Request Forms and return any forms that are incomplete or do not comply with the program. The customer may resubmit any returned forms and will have up to an additional 30 days after the end of the initial 60-day period to do so.

Mr. Caister explained that after the deadline for the submission or resubmission of all Request Forms, NIPSCO will determine if there are more requests than available capacity. For technologies where there are fewer kW in requested project requests than available capacity, all requests that meet the program requirements will be notified of NIPSCO's acceptance of the

request and the next steps in the interconnection process. For technologies where there are more kW in requested projects than available capacity, NIPSCO will conduct a lottery within 14 calendar days. A blind drawing will be held for each technology, and all requestors and other interested parties will be invited to observe the drawing. Each request will be ranked according to the drawing, and requestors will be notified of their places in the queue and whether or not there is currently capacity to meet the request. If a project that receives capacity under the lottery is later withdrawn or is unable to be completed within the required timeframe under the tariff, it would be canceled, NIPSCO would move to the next project on the lottery-ranked list. If only a portion of a request can be fulfilled, the customer may choose to accept or reject the available capacity. But once a customer accepts a lesser amount of capacity, the customer may not increase the project size if additional capacity becomes available and will not receive any refund of the application fee paid for the difference between the capacity applied for and the capacity received. This process will continue until the amount of capacity is exhausted for the first phase of the lottery. NIPSCO will begin accepting Request Forms for the second lottery no later than two years following the commencement of Phase 2 and will post notice of the second lottery date on its website.

6. **Modifications to Tariffs.** Mr. Caister said that the parties agreed to amend the tariff provision related to interruption or curtailment for maintenance. Under the amended tariff, a party may interrupt or curtail generation up to twice per calendar year and for up to seven days at a time if it provides notice to NIPSCO within seven calendar days. If an interruption or curtailment lasts longer than seven days, the contract would be extended by the number of days in excess of seven.

Mr. Caister said that the provision of the tariff allowing the seller to read its own meter had been eliminated, because no customers had made that election thus far, and the change would eliminate unnecessary complexities.

Mr. Caister said that the parties have agreed to remove the word “own” from the Interconnection Standards applicable to the FIT under the Rider to avoid limiting some customers from pursuing a project through a lease agreement or other arrangement that does not involve owning the equipment. A similar modification was made to NIPSCO’s Net Metering tariff. Mr. Caister said that the interconnection process under the FIT continues to meet the requirements established by the Commission’s Interconnection Rule and that NIPSCO’s net metering tariff would continue to comply with the Commission’s net metering rule.

7. **Cost Recovery.** Mr. Caister said that the parties agreed that NIPSCO should continue to be authorized to recover all costs of purchases under the FIT, including purchased energy and purchased capacity. NIPSCO will continue to recover purchases of energy from eligible renewable resources recovered through its Section 42(a) tracking mechanism, which is filed with its quarterly FAC proceedings in a manner consistent with NIPSCO’s treatment of its wind PPA purchases approved by the Commission in Cause No. 43393. To the extent that the cost of purchases under the FIT exceed the statutory benchmark for recovery through the FAC, the parties agree that such purchases constitute a “financial incentive for projects to develop alternative energy sources, including renewable energy projects” within the meaning of Ind. Code 8-1-8.8-11, are eligible for timely recovery, and are not subject to any benchmarks for recovery for the full term of any FIT contracts approved by the Commission.

The parties agreed that NIPSCO should be authorized to defer the costs of purchases of capacity under the FIT for future recovery through NIPSCO's Resource Adequacy Tracker or another mechanism approved by the Commission.

Mr. Caister said that because of the sophisticated metering required to measure and credit off-system sales through the FAC mechanism, NIPSCO only credits generation equal to or above 1 MW in nameplate capacity in the FAC toward customer off-system sales. This floor captures approximately 99% of the FIT capacity without requiring smaller projects to incur the cost of sophisticated metering that, in many circumstances, could exceed all other interconnection costs and act as a barrier to entry.

8. Other Issues. Mr. Caister said that the Settlement Agreement expands the opportunities for renewable-resource generation by NIPSCO's customers. The Settlement Agreement also provides NIPSCO the opportunity to gather further information about smaller renewable-resource projects and how and when its customers choose to elect such options. He said that consensus has been reached among the parties, who represent a wide cross-section of the industry, regarding how best to implement Phase 2 of NIPSCO's FIT program.

Mr. Caister said that NIPSCO will continue to submit annual reports to the Commission and the OUCC on the anniversary of the first effective date of the tariff through the life of the program and a final report summarizing the program at the end of the program period. The reports will contain information concerning participant characteristics, project characteristics, production totals, customer surveys, customer complaints directly related to this program, issues/problems pertaining to queues for interconnection, environmental violations (if any are known) by the participants, and other externalities. The reports will also detail any operational issues NIPSCO incurs related to the programs. The final report will list any unused capacity at the end of the program period, by pricing category.

Mr. Caister said that standard-form contracts permit NIPSCO to enter into agreements with eligible customers as swiftly as possible and allows certainty for customers who may have financing or investment banking decisions that need to be resolved in order to move forward with the project. He said that using standard-form contracts is similar to NIPSCO entering into a contract with a general service customer under a Commission-approved general service tariff. The process has been well received by participating customers. Mr. Caister recommended that renewable purchase power agreements ("RPPAs") executed without modification continue to be deemed approved as of the date of execution, with copies submitted to the Commission's Electric Division. RPPAs that include non-standard terms unrelated to pricing provisions and that do not contain confidential information will continue to be submitted to the Commission for approval under the 30-day filing procedures. RPPAs that include non-standard terms related to pricing provisions or that contain confidential information will continue to be filed with the Commission for approval as a separately docketed proceeding.

B. OUCC's Evidence. Mr. Keen said that one of the most significant advantages of the proposed FIT is the length of the contract term. The parties agreed that the length of the contract should extend for a period not to exceed 15 years. The parties have also redesigned pricing of eligible technologies and capacity tiers based on past performance of the FIT and expected future trends. Mr. Keen said that after examining and considering the previous

FIT's performance, data gathered under the current program, and other research, the parties agreed to change the purchase rates and rate structures to more accurately reflect the existing environment for renewable generation, both in Indiana and on a national scale. He said that the parties continued the policy of varying rates based on capacity and the technology used to more accurately reflect the cost of renewable generation.

Mr. Keen said that the Settlement Agreement is in the public interest because it continues: (1) the previous policies of increasing opportunities for the expansion of mature and innovative renewable energy generation resources by NIPSCO customers; (2) to offer unique opportunities to gather information regarding how customers elect to use renewable energy; (3) to allow both the utility and government agencies the ability and opportunity to gather data on how innovative renewable energy generation options thrive in a state, like Indiana, that does not have a renewable energy portfolio; and (d) to provide a framework within which the parties can understand and adjust the parameters for how these types of programs operate under specific guidelines. He said that by collaborating to resolve all issues in this proceeding, the parties also serve the public interest by avoiding contentious and costly litigation. He said that the Settlement Agreement is unique, considering the cross-section of the industry represented (renewable energy interests, consumer advocacy groups, and the petitioning electric utility). Each party is invested in the development, operation, and evaluation process of the entire project and all parties and the Commission are able to stay on top of all issues with detailed information obtained through the reporting requirements established for the full program term.

C. CAC's Evidence. Mr. Olson said that, with one exception, CAC generally supports the Settlement Agreement. The Settlement Agreement continues the NIPSCO pilot FIT and, from CAC's perspective, is a great way to advance renewable, distributed generation at the utility level at this critical time in the development of energy policy and infrastructure in the State of Indiana. Second, he said that the proposed Settlement Agreement and supporting documents reflect careful attention to detail in addressing and reconciling the interests and concerns of NIPSCO, its customers, and distributed generation developers and vendors. This attention to detail is likely to result in more actual contracts and projects to generate renewable, distributed energy in the NIPSCO service territory at the targeted levels.

Mr. Olson said that CAC is joining Sierra Club in excepting to the definition of Qualifying Renewable Energy Power Production Facilities for purposes of the FIT. Specifically, CAC believes that forest thinning should be excluded as a source of feedstock for otherwise eligible biomass facilities. CAC also believes that otherwise eligible waste-to-energy facilities should be excluded if one of the following conditions are met: (1) the fuel gas produced is contaminated by any substances listed in the toxic chemical list of the Toxic Release Inventory Program established by the Emergency Planning and Community Right to Know Act (EPCRA); (2) the feedstock employed is supplied by an agricultural or municipal waste source that comes into existence after December 31, 2010; or (3) any liquid or solid waste produced as a byproduct is not treated in accordance with the applicable state and federal requirements for such waste under the Clean Water Act (CWA) and the Resource Conservation and Recovery Act (RCRA). Mr. Olson recognized that the definition of eligible facilities for the proposed FIT are taken directly from Indiana statute (Ind. Code § 8-1-8.8-10). But he said that in CAC's view, the provisions of Ind. Code § 8-1-8.8-10 were not adopted for purposes of distributed generation

under a FIT. There is no statutory requirement for a FIT, and NIPSCO is not bound to follow the definition found in Ind. Code § 8-1-8.8-10.

Mr. Olson said that CAC remains extremely sensitive to the struggles many households face in paying their bills, but CAC is also supportive of renewable resources, especially small scale, customer-owned solar and wind systems. Distributed generation, specifically rooftop solar, holds great promise in reducing the cost of energy for households and mitigating the energy burden on low- and fixed-income homes. CAC maintains that climate change presents the greatest ecological and environmental challenge society faces today and that all efforts within reason must be taken to deploy carbon-free, renewable resources to diversify our generation mix. He said that the continuation of the FIT will enable further development of these resources, provide NIPSCO customers with actual kWh of renewable energy, and help reduce kWh generated from fossil fuels.

Mr. Olson said that despite the significant cost reductions in recent years, solar has yet to achieve grid parity in Indiana with traditional generation resources, and therefore needs a “leg up.” The subsidy provided by the FIT is reasonable because one of the intents of a subsidy is to support developing and emerging technologies. The decrease in costs of solar systems is reflected in NIPSCO’s Phase 2 FIT, because the purchase rate prices are 43.33% lower for micro-solar and 42.31% lower for intermediate solar than the Phase 1 purchases prices. CAC believes that these new purchase rates accurately reflect the downward costs solar systems have realized while maintaining the necessary support at a reasonable cost to consumers.

Mr. Olson said that in the Phase 1 FIT, the subscription rate for micro and intermediate wind systems was 3.4% compared with 100% for large wind and 100% for all solar allocations. Lessons learned from Phase 1 made clear that the purchase rates for small wind were too low and did not provide the support necessary to get this emerging technology to market. Through thoughtful consideration agreement was reached on increased purchase rates for smaller installations to provide the support necessary to create a market for this technology in Indiana.

Mr. Olson said that CAC fully supports the proposed change to the net metering tariff to expand eligibility for customers wishing to participate and that the current language may prevent customers who wish to obtain a renewable system through a lease or similar arrangement from participating. The upfront costs for renewable systems are an obstacle to many who wish to participate in net metering, so the CAC is hopeful that by modifying the language to remove the requirement to own the equipment, more customers will be able to participate.

D. Sierra Club’s Evidence. Mr. Francis said that the Sierra Club supports the proposed Settlement Agreement with one reservation regarding the use of biomass. Mr. Francis said the Sierra Club joins CAC in excepting to the definition of Qualifying Renewable Energy Power for biomass and fully supports the comments in CAC’s testimony regarding this subject.

Mr. Francis said that FITs serve at least three purposes and produce successful results, which are demonstrated in this FIT: First, they provide a stable, reliable source of revenue to producers over the contract period to enable project construction and financing. Second, the power produced is generally non-polluting, which benefits the quality of life of all citizens in

northern Indiana while protecting clean air and water for many years. Finally, the FIT, as demonstrated in the first phase, produces jobs and investment in the renewable energy sector that would not have been likely otherwise.

Mr. Francis said that the Phase 1 FIT resulted in hundreds of visible, non-polluting power generation facilities distributed throughout the NIPSCO service territory, and it is expected that this second phase will do so as well. Sierra Club members, some of whom are also NIPSCO electric customers, have expressed strong support and enthusiasm for the opportunity to develop renewable energy projects throughout the northern Indiana area. This settlement successfully balances the need for non-polluting power generation, customer access, and minimal ratepayer impact.

Mr. Francis said that the Phase 2 FIT recognizes declines in costs for some of the technologies, such as solar photo-voltaic, which have occurred since Phase 1. The tariffs reflect this decline in project costs, which further reduces the overall cost of the program and ratepayer impact. This reduction in tariffs is magnified by elimination of the escalator for solar and wind facilities and a reverse auction for biomass facilities. The ratepayer impact will be further reduced when renewable energy credits provided through the program are sold. Sierra Club recognizes the need to minimize ratepayer impact while also increasing generation from cleaner, non-polluting sources, and Mr. Francis said that the Settlement Agreement achieves that goal.

E. BTA's Evidence. Mr. Furrer said that BTA, a developer and owner of an anaerobic digester and generation project, offered expertise and insight related to technical and operational aspects of biomass projects. Negotiations between the parties were amicable and focused on achieving a workable model that would be capable of driving investment in renewable energy technologies. He said that the Phase 2 FIT can be beneficial to the development of additional renewable energy projects and specifically encourage investment in developments that utilize animal waste from animal agriculture in a productive and beneficial manner.

Mr. Furrer provided a brief synopsis of the development within the biomass waste-to-energy industry since Phase 1 FIT. Although the biomass waste-to-energy field has experienced some development and technologically driven efficiencies, the field is characterized by capital-intensive construction and labor-intensive operation that essentially limit the gains offered by technological developments. The construction of the project locks in the technology of that time period and leaves biomass projects uniquely sensitive to inflation over the duration of the project.

Mr. Furrer said that given the capital- and labor-intensive nature of biomass projects, the larger 1 MW project sizes allow for certain efficiencies to be captured, enhancing project viability. BTA supports the reverse auction format for Allocation 2 of Phase 2, and believes that the reverse auction format balances the desires to limit customer impact, ensures project developers utilize technologies to create competitive projects, and provides a framework to encourage development of biomass renewable energy projects. In addition, the inflation escalator for biomass purchase rates addresses the biomass industry's sensitivity to inflation over the duration of the project.

Mr. Furrer said that the proposed changes to the RPPA regarding NIPSCO's ability to interrupt, disconnect, or curtail FIT-related generators for maintenance or upgrades is uniquely troublesome for biomass projects due to the unique attributes and sensitivities of a digester. BTA agreed to the seven-day-shutdown period for the purpose of settlement, but extended shutdowns could have a significant, detrimental impact on biomass projects. The revised RPPA's application to the significantly smaller projects of the proposed Phase 2 (versus 5 MW project sizes of Phase 1) also ameliorates, to a certain extent, the difficulty and expense associated with a prolonged shut down of a digester.

5. 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.

Further, 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, consistent with the purpose of Ind. Code ch. 8-1-2, and serves the public interest.

In this case, we have sufficient evidence with which to judge the reasonableness of the terms of the Settlement Agreement. Nearly all parties filed testimony supporting the Settlement Agreement. In addition, the Sierra Club and CAC filed testimony clearly explaining their limited objection to the Settlement Agreement. The Commission has carefully analyzed the evidence and the proposed Settlement Agreement to evaluate whether the proposed outcome is reasonable and just and properly balances the interests of NIPSCO, its customers, and the overall public interest.

Based on the evidence presented, we find that the Settlement Agreement provides a just and reasonable resolution of all matters pending before the Commission in this Cause. The evidence reflects the significant collaboration and compromise of all the parties, who represent a diverse group of interests.

We find that the proposed modifications to NIPSCO's FIT as described in the Settlement Agreement represent the results of NIPSCO's extensive collaboration with a diverse group of stakeholders. The terms and conditions of the FIT allow the opportunity for the continued development of renewable energy sources, while protecting ratepayers from unreasonable costs. The Settlement Agreement encourages the development of a diverse blend of renewable-resource technologies with a range of generating capacity. In addition, the Settlement Agreement provides for an ongoing dialogue between NIPSCO and its stakeholders, through annual meetings and

reporting requirements, and continuing oversight of NIPSCO's energy purchase contracts by the Commission.

With respect to the issues raised by Mssrs. Olson and Francis regarding exceptions to the definition of allowable renewable generation facilities, we recognize that CAC and Sierra Club have preserved their right to object to certain biomass and waste-to-energy projects. For purposes of this case, we find that the definition of qualifying renewable generation facilities used in the FIT is consistent with Ind. Code § 8-1-8.8-10(a)(1)-(a)(5) and (a)(8) as of January 1, 2011. Without the context of a specific set of facts proposed for our consideration, we are hesitant to limit the statutory definition to exclude certain projects. To the extent that CAC or Sierra Club wishes to object to a specific project, they must do so through an appropriate procedural context at that time.

The Settling Parties agree that the Settlement Agreement should be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to enforce its terms. Therefore, with regard to future citation of the Settlement Agreement, we find that our approval should be construed in a manner consistent with our finding in *Richmond Power & Light*, Cause No. 40434, 1997 Ind. PUC LEXIS 459, at *19-22 (IURC Mar. 19, 1997).

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

1. The Settlement Agreement is approved in its entirety without modification or change.
2. NIPSCO's proposed modifications to Experimental Rate 665 – Renewable Feed-In Tariff are approved. NIPSCO shall file a copy of Experimental Rate 665 – Renewable Feed-In Tariff with the Electricity Division of the Commission prior to placing it into effect.
3. NIPSCO's Standard Renewable Purchase Power Agreement, as shown in Exhibit B to the Settlement Agreement, is approved. Future energy purchase agreements executed without modification of its terms are deemed approved as of the date of execution, and copies shall be submitted to the Commission's Electricity Division. Consistent with our findings in Cause No. 43922, future agreements, which contain non-standard terms unrelated to pricing provisions and which do not contain confidential information, shall be submitted to the Commission for approval pursuant to the Commission's 30-day filing procedures in 170 IAC 1-6. Future agreements containing confidential or non-standard terms related to pricing provisions shall be filed with the Commission for approval as separately docketed proceedings.
4. As allowed by Ind. Code ch. 8-1-8.8, NIPSCO is authorized to recover the cost of purchases of energy from eligible resources through its Section 42(a) tracking mechanism filed together with its quarterly FAC proceedings under Ind. Code § 8-1-2-42(d) in a manner consistent with NIPSCO's treatment of its wind PPA purchases approved by the Commission in Cause No. 43393. NIPSCO shall identify such amounts in a separate line item in workpapers supporting such filings.

5. Pursuant to Ind. Code ch. 8-1-8.8, NIPSCO is authorized to continue to defer costs of purchases of capacity under the Renewable Feed-In Tariff for future recovery through NIPSCO's Resource Adequacy Tracker.

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

STEPHAN, MAYS-MEDLEY, HUSTON, WEBER, AND ZIEGNER CONCUR:

APPROVED:

MAR 04 2015

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



**Brenda A. Howe
Secretary to the Commission**

FILED
October 09, 2014
INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF NORTHERN INDIANA)
PUBLIC SERVICE COMPANY FOR)
APPROVAL OF MODIFICATIONS TO AND)
AN EXTENSION OF ITS ELECTRIC)
RENEWABLE FEED-IN TARIFF PROVIDING)
FOR THE PURCHASE OF ENERGY FROM)
RENEWABLE ENERGY RESOURCES) CAUSE NO. 44393
PURSUANT TO IND. CODE CH. 8-1-8.8.)
AND FOR THE CONTINUED RECOVERY)
OF COSTS ASSOCIATED WITH THOSE)
PURCHASES UNDER IND. CODE § 8-1-2-)
42(a) OR SUCCESSOR MECHANISMS IN)
ACCORDANCE AND CONSISTENT WITH)
THE INDIANA UTILITY REGULATORY)
COMMISSION'S ORDER DATED JULY 13,)
2011 IN CAUSE NO. 43922.)

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement ("Agreement") is entered into by and between Northern Indiana Public Service Company ("NIPSCO"), the Indiana Office of Utility Consumer Counselor ("OUCC"), Citizens Action Coalition of Indiana, Inc. ("CAC"), The Hoosier Chapter of the Sierra Club ("Sierra Club"), Indiana Distributed Energy Alliance, Inc. ("Indiana DG"), and Bio Town Ag, Inc. ("Bio Town") (the "Parties") who stipulate and agree for purposes of settling the issues in this Cause that the terms and conditions set forth below represent a fair and reasonable resolution of the issues, subject to incorporation into a Final Order of the Indiana Utility Regulatory

Commission (“Commission”) without any modification or condition that is not acceptable to the Parties.

A. Background.

1. This proceeding was initiated by NIPSCO through the filing of its *Verified Petition* on September 11, 2013 seeking approval of modifications to and an extension of its electric Rate 665 – Renewable Feed-In Tariff (“FIT”).

2. On October 23, 2013, the Commission issued an Interim Order in this Cause approving the continuation of NIPSCO’s FIT which was approved in Cause No. 43922 and was set to expire December 31, 2013. The Commission authorized NIPSCO to continue offering its FIT on an interim basis pending a final order in this Cause or other further order of the Commission.

3. The Parties conducted numerous face-to-face meetings to discuss terms of a FIT and modifications to NIPSCO's Rider 680 – Net Metering tariff. These discussions included an open and candid exchange of ideas, concepts and positions that ultimately resulted in modified provisions of the FIT, one modification to NIPSCO's Net Metering tariff and other supporting changes that all Parties support.

B. Terms and Conditions of Settlement.

4. Except as noted below,¹ the Parties agree that the modified Rate 665 – Renewable Feed-In Tariff, a redline of which is attached to this Agreement as Exhibit A, is reasonable and consistent with the public interest, and should be approved and implemented in a manner consistent with this Agreement.

5. The Parties agree that the terms and conditions in the proposed standard Renewable Power Purchase Agreement (“RPPA”), a redline of which is attached to this Agreement as Exhibit B are consistent with the provisions of the proposed FIT. The Parties agree that NIPSCO shall continue to submit RPPAs entered into with Customers to the Commission according to the same procedure followed since the approval of the FIT in Cause No. 43922.

6. The Parties agree that the modified Rider 679 – Interconnection Standards tariff, a redline of which is attached to this Agreement as Exhibit C, is reasonable and

¹ The position of CAC and Sierra Club is that the definition of Qualifying Renewable Energy Power Production Facilities for purposes of the FIT should exclude (1) facilities fueled by Organic Waste Biomass derived from Forest thinning (i.e. facilities covered by Ind. Code § 8-1-8.8-10(a)(5)(c)(ii)), and (2) Waste to Energy (including pyrolysis) facilities (i.e., facilities covered by Ind. Code § 8-1-8-8.8-10(a)(8)), if

(a) the fuel gas produced is contaminated by any substances listed in the toxic chemical list of the Toxic Release Inventory Program established by the Emergency Planning and Community Right to Know Act (EPCRA);

(b) the feedstock employed is supplied by an agricultural or municipal waste source which comes into existence after December 31, 2010; or

(c) any liquid or solid wastes produced as byproducts is not treated in accordance with the applicable state and federal requirements for such wastes under the Clean Water Act (CWA) and the Resource Conservation and Recovery Act (RCRA).

Otherwise, CAC and Sierra Club join in this Stipulation and Settlement Agreement.

consistent with the public interest, and should be approved and implemented in a manner consistent with this Agreement.

7. The Parties agree that the modified Rider 680 – Net Metering tariff, a redline of which is attached to this Agreement as Exhibit D, is reasonable and consistent with the public interest, and should be approved and implemented in a manner consistent with this Agreement.

8. The Parties agree that NIPSCO should be authorized to continue to recover all costs of purchases under the FIT, including purchased energy and purchased capacity, as described in NIPSCO's petition initiating this proceeding. Specifically, NIPSCO should be authorized to recover the cost of purchases of energy from eligible renewable resources through its Section 42(a) tracking mechanism filed together with its quarterly fuel adjustment clause ("FAC") proceedings pursuant to Ind. Code § 8-1-2-42(d) in a manner consistent with NIPSCO's treatment of its wind purchased power agreements purchases approved by the Commission in Cause No. 43393, or through an appropriate mechanism approved in successor tariff volumes². To the extent that the cost of such purchases exceeds the statutory benchmark for recovery through the FAC, the Parties agree that such purchases should also constitute a "financial incentive for projects to develop alternative energy sources, including renewable energy projects" within the meaning of Ind. Code 8-1-8.8-11 and are eligible for timely recovery and not

² This includes the crediting to customers through the FAC of any net proceeds received by NIPSCO through the sale of Renewable Energy Credits ("RECs") earned through this program.

be subject to any benchmarks for recovery for the full term of any such contracts approved by the Commission. The Parties agree that NIPSCO should be authorized to defer the costs of purchases of capacity under the FIT for future and continued recovery through NIPSCO's Resource Adequacy Tracker or such successor mechanism approved by the Commission.

9. NIPSCO agrees that it will submit annual reports to the Commission and the OUCC on the anniversary of the first effective date of the tariff through the life of the program and a final report summarizing the program at the end of the program period (due not later than 90 days after the end date for the program). Such annual reports and the final report shall contain, at a minimum, information concerning participant characteristics, project characteristics, production totals, customer surveys, customer complaints (type and number) directly related to this program, issues/problems pertaining to queues for interconnection, environmental violations (if any are known) on behalf of the participants, and other externalities as well as NIPSCO operational issues related to the programs.

10. The Parties agree that NIPSCO will collect a non-refundable application fee of \$25 plus \$1 for each kilowatt ("kW") of capacity included in the project for any lottery to allocate new capacity as well as for the reverse auction for biomass projects as outlined in the proposed Rate 665 – Renewable Feed-In Tariff. For any fees collected in excess of \$35,000 for a single lottery or reverse auction, NIPSCO agrees to make a donation of the excess amount to a charitable organization not affiliated with any Party

in this proceeding. NIPSCO shall choose the charity with input from the other Parties. Collections and charitable distributions made under this paragraph shall be included in the annual report outlined in Paragraph 9.

C. **Procedural Aspects of Settlement and Presentation of this Agreement.**

11. The Parties agree to jointly present this Agreement to the Commission for its approval in this proceeding, and agree to present supplemental testimony as necessary to provide an appropriate factual basis for such approval.

12. If this Agreement is not approved by the Commission, the Parties agree that the terms hereof shall be privileged and shall not be admissible in evidence or in any way discussed in any subsequent proceeding. Moreover, the concurrence of the Parties with the terms of this Agreement is expressly predicated upon the Commission's approval of the Agreement in its entirety without any material modification or any material further condition deemed unacceptable by any party. If the Commission does not approve the Agreement in its entirety, the Agreement shall be null and void and deemed withdrawn, unless otherwise agreed in writing by the Parties within fifteen (15) days of issuance of a final Order. In addition, the Parties may agree in writing to changes to the proposed timeline to implement the FIT based on any changes, either material or immaterial, required by the Commission.

13. The terms of this Agreement represent a fair, just and reasonable resolution by negotiation and compromise. As set forth in the Order in *Re Petition of*

Richmond Power & Light, Cause No. 40434 at page 10, as a term of this Agreement, neither this Agreement, nor the Order approving it, to be cited as precedent by any person or deemed an admission by any Party in any other proceeding involving NIPSCO's Renewable Feed-In or Net Metering Tariffs, except as necessary to enforce the terms of this Agreement before the Commission, or any court of competent jurisdiction on these particular issues. This Agreement is solely the result of compromise in the settlement process. Each of the Parties hereto has entered into this Agreement solely to avoid further disputes and litigation with the attendant inconvenience and expenses.

14. The evidence of record presented by the Parties in this Cause in support of this Agreement constitutes substantial evidence sufficient to support this Agreement and provides an adequate evidentiary basis upon which the Commission can make any findings of fact and conclusions of law necessary for the approval of this Agreement, as filed. The Parties agree to the admission into the evidentiary record of this Agreement, along with testimony supporting it, without objection.

15. The issuance of a final Order by the Commission approving this Agreement without any material modification shall terminate all proceedings in regard to this Cause, except as necessary to enforce the terms of this Agreement. Any enforcement proceedings should be filed as sequentially numbered sub-dockets (e.g., 44393-S1, 44393-S2, etc.) or as otherwise ordered or administered by the Commission.

16. The undersigned represent and agree that they are fully authorized to execute this Agreement on behalf of their designated clients who will be bound thereby.

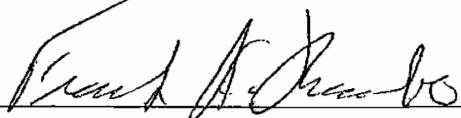
17. The Parties agree that this Agreement may be executed on separate signature pages, and such signature pages shall collectively constitute execution of a single original document.

18. The Parties shall not appeal the final Order or any subsequent Commission order as to any portion of such order that is specifically implementing, without modification, the provisions of this Agreement. In addition, the Parties, except Sierra Club and its Hoosier Chapter, shall not fund, encourage, or assist in any appeal of any portion of such order by a person not a Party to this Agreement. Sierra Club and its Hoosier Chapter shall not fund any appeal of any portion of such order by a person not a Party to this Agreement. The provisions of this Agreement shall be enforceable by any Party at the Commission or in any court of competent jurisdiction, whichever is applicable.

19. The communications and discussions during the negotiations and conferences which produced this Agreement have been conducted on the explicit understanding that they are or relate to offers of settlement and are therefore privileged.

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**



Frank A. Shambo
Vice President

Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**

Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**

Frank A. Shambo
Vice President



Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**

Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company Indiana Office of Utility Consumer Counselor

Frank A. Shambo
Vice President

Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc. Sierra Club

Jennifer A. Washburn
Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. Bio Town Ag, Inc.

Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**

Frank A. Shambo
Vice President

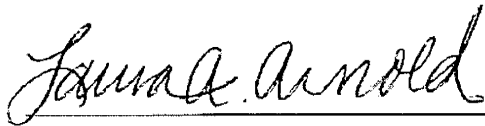
Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**



Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**

Frank A. Shambo
Vice President

Karol H. Krohn
Deputy Consumer Counselor

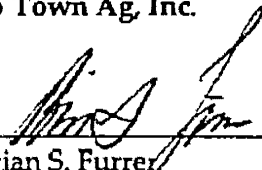
Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**

Laura A. Arnold
President


Brian S. Furrey
President

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served by email transmission upon the following:

Karol H. Krohn
Office of Utility Consumer Counselor
115 W. Washington Street,
Suite 1500 South
Indianapolis, Indiana 46204
kkrohn@oucc.in.gov
infomgt@oucc.in.gov


J. David Agnew
Christopher L. King
LORCH NAVILLE WARD LLC
506 State Street
P.O. Box 1343
New Albany, Indiana 47151-1343
dagnew@lnwlegal.com
cking@lnwlegal.com

Laura Ann Arnold
Indiana Distributed Energy Alliance,
Inc.
545 E. Eleventh Street
Indianapolis, Indiana 46202
laura.arnold@thearnoldgroup.biz

Jennifer A. Washburn
Citizens Action Coalition
603 East Washington Street, Suite 502
Indianapolis, Indiana 46204
jwashburn@citact.org

Stuart R. Gutwein
Gutwein Law
250 Main Street, Suite 590
Lafayette, IN 47901
stuart.gutwein@gutweinlaw.com

Dated this 9th day of October, 2014.



Christopher C. Earle