



October 11, 2021

Mr. Taylor Wissel
 Indiana Department of Environmental Management
 Office of Water Quality
 100 N. Senate Avenue
 Indianapolis, IN 46204

Re: Indiana Michigan Power Company
 Rockport Plant, NPDES Permit IN0051845
 Notice of Planned Participation

Dear Mr. Wissel,

Indiana Michigan Power Company (I&M) hereby submits this Notice of Planned Participation (NOPP) seeking to qualify Rockport Plant Units 1 and 2 as electric generating units that will achieve permanent cessation of coal combustion by December 31, 2028, pursuant to 40 CFR 423.19(f)(2) and NPDES Permit IN0051845, condition I.A.1[16]. The information required to be included in this NOPP can be found in the table below.

40 CFR 423.19(f)(2) requirement:	I&M response:
Identification of the electric generating units intended to achieve the permanent cessation of coal combustion;	Rockport Units 1 and 2
The expected date that each electric generating unit is projected to achieve permanent cessation of coal combustion;	December 31, 2028
Whether each date represents a retirement or a fuel conversion;	Currently, both units are to be retired. However, as of the date of this submittal, we reserve the right to implement a fuel conversion at Rockport Unit 2 as circumstances may dictate.

40 CFR 423.19(f)(2) requirement:	I&M response:
<p>What the relevant regulatory body is;</p>	<p>Rockport Units 1 and 2 are regulated by both the Indiana Utility Regulatory Commission (IURC) and the Michigan Public Service Commission (MPSC).</p>
<p>Whether each retirement or fuel conversion has been approved by a regulatory body;</p>	<p>I&M has previously committed to retire Rockport Unit 1 by December 31, 2028 pursuant to the Consent Decree in <i>United States et al., v. American Electric Power Service Corp, et al.</i>, Civil Action No. C2-99-1182 and consolidated cases (U.S. District Court for the S.D. of Ohio). This retirement has already been approved by both the IURC and the MPSC.</p> <p>In April 2021, I&M and AEP Generating Company entered into an agreement with the current owners of Rockport Unit 2 to purchase the unit at the expiration of the current lease on December 7, 2022. Approvals from the IURC and the Federal Energy Regulatory Commission (FERC) are necessary for I&M to proceed with the transaction. If approved, I&M will acquire Unit 2 at the end of the lease, with the commitment to retire the unit no later than December 31, 2028. FERC granted approval of the transaction on September 9, 2021. Approval from IURC is pending as of the date of this submission. (IURC Cause No. 45546; FERC Docket EC21-97-000.) The agreement with the current owners authorizes I&M, as operator of Unit 2, to submit this NOPP, committing to retire Rockport Unit 2 pursuant to 40 CFR 423.19(f)(2).</p>
<p>A copy of the most recent integrated resource plan for which the applicable state agency approved the retirement or repowering of the unit subject to the ELGs, certification of electric generating unit cessation under 40 CFR 257.103(b), or other documentation supporting that the electric generating</p>	<p>I&M must prepare and submit an Integrated Resource Plan (IRP) to the IURC and to the MPSC every three years. An IRP contains a 20-year forecast of the electricity demand of current and future I&M customers and demonstrates I&M’s plan to meet that demand. An IRP was most recently submitted to the IURC and MPSC dated July 1, 2019. The forthcoming IRP is</p>

40 CFR 423.19(f)(2) requirement:	I&M response:
<p>unit will permanently cease the combustion of coal by December 31, 2028;</p>	<p>currently scheduled to be submitted to the IURC on or before December 31, 2021, and to the MPSC on or before December 15, 2021. The 2018-2019 IRP is I&M's most recently completed IRP which can be found at https://www.in.gov/iurc/files/2018-19-IM-IRP.pdf).</p> <p>At the time of the 2018-2019 IRP submittal, I&M did not contemplate Rockport Unit 2 being a resource available to the Company beyond the end of the lease. Updated information on I&M's plan for the operation and retirement of Unit 2 will be presented in the forthcoming IRP described above.</p> <p>In lieu of the IRPs, I&M is providing two alternate documents in support of the unit retirements. For Unit 1, we provide the Consent Decree in <i>United States v. AEP Service Corp., et al.</i> Civil Action No. 99-CV-1182 and consolidated cases, and note that the Fifth Joint Modification requires that Unit 1 be retrofitted, repowered, refueled or retired by December 31, 2028. As noted above, I&M has already committed to comply with this provision by retiring Unit 1 and has obtained the approval of both the IURC and the MPSC. For Unit 2, we provide the Indiana Michigan Power Renewed Joint Motion for Leave to File Settlement Agreement and Request for Settlement Hearing. I&M has requested an Order from the IURC by no later than December 15, 2021 regarding the reacquisition of Rockport Unit 2. However, the IURC does not have a statutory requirement to issue an Order by December 15, 2021.</p>
<p>A timeline to achieve the permanent cessation of coal combustion, with interim milestones and the projected dates of completion;</p>	<p>I&M will submit annual progress reports, as required by 40 CFR 423.19(f)(3) and NPDES Permit IN0051845, condition I.A.1[16], by October 13 of each year, beginning in 2022.</p>

I&M will submit annual progress reports, as required by 40 CFR 423.19(f)(3) and NPDES Permit IN0051845, condition I.A.1[16], by October 13 of each year, beginning in 2022.

By submitting this NOPP indicating that, pursuant to 40 CFR 423.19(f)(2), Rockport Units 1 and 2 will cease combustion of coal by December 31, 2028, I&M does not waive, and expressly reserves, all rights or options available to it pursuant to 40 CFR Part 423, including 40 CFR 423.13(o)(1) (regarding transferring to another compliance option), 40 CFR 423.18 (regarding qualifying events) or any other provision of state or federal law that may apply.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Thank you for your attention to the aforementioned details. If you need additional information or have any questions regarding this request, please contact Lindsey Forhan at (614) 716-2275 or via email at lgforhan@aep.com.

Sincerely,



Gary O. Spitznogle
Vice President, Environmental Services
American Electric Power Service Corporation

Enclosures

C: Steven Baker (Indiana Michigan Power Company)
Tim Kerns (AEP Generation Fleet Operations)
Robert Jessee (Rockport Plant Manager)
Brian Rupp (AEP Regulatory)
Alan Wood (AEP Service Corp)
Kathy Milenkovski (AEP Legal)
Lindsey Forhan (AEP Service Corp)

Attachment 1

Fifth Joint Modification to Consent Decree with Order Modifying
Consent Decree

United States v. AEP Service Corp., et al. Civil Action No. 99-CV-1182

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA)

Plaintiff,)

and)

STATE OF NEW YORK, ET AL.,)

Plaintiff-Intervenors,)

v.)

AMERICAN ELECTRIC POWER)
SERVICE CORP., ET AL.,)

Defendants.)

OHIO CITIZEN ACTION, ET AL.,)

Plaintiffs,)

v.)

AMERICAN ELECTRIC POWER)
SERVICE CORP., ET AL.,)

Defendants.)

UNITED STATES OF AMERICA)

Plaintiff,)

v.)

AMERICAN ELECTRIC POWER)
SERVICE CORP., ET AL.,)

Defendants.)

Consolidated Cases:

Civil Action No. C2-99-1182

Civil Action No. C2-99-1250

JUDGE EDMUND A. SARGUS, JR.

Magistrate Judge Kimberly A. Jolson

Civil Action No. C2-04-1098

JUDGE EDMUND A. SARGUS, JR.

Magistrate Judge Kimberly A. Jolson

Civil Action No. C2-05-360

JUDGE EDMUND A. SARGUS, JR.

Magistrate Judge Kimberly A. Jolson

ORDER

This matter came before the Court on the Parties' Joint Motion to Enter the Fifth Joint Modification of Consent Decree (ECF No.). Having reviewed the submissions of all Parties and being fully advised of the positions therein, the Court hereby **GRANTS** the Joint Motion and **ORDERS** that the following Paragraphs of the Consent Decree entered in this case are modified as set forth herein.

IT IS SO ORDERED.

7-17-2019
DATE



EDMUND A. SARGUS, JR.
CHIEF UNITED STATES DISTRICT JUDGE

**FIFTH JOINT MODIFICATION TO
CONSENT DECREE WITH ORDER MODIFYING CONSENT DECREE**

WHEREAS, On December 10, 2007, this Court entered a Consent Decree in the above-captioned matters (Case No. 99-1250, Docket # 363; Case No. 99-1182, Docket # 508).

WHEREAS, Paragraph 199 of the Consent Decree provides that the terms of the Consent Decree may be modified only by a subsequent written agreement signed by the Plaintiffs and Defendants. Material modifications shall be effective only upon written approval by the Court.

WHEREAS, pursuant to Paragraph 87 of the Consent Decree (Case No. 99-1250, Docket # 363), as modified by a Joint Modification to Consent Decree With Order Modifying Consent Decree filed on April 5, 2010 (Case No. 99-1250, Docket # 371), as modified by a Second Joint Modification to Consent Decree with Order Modifying Consent Decree filed on December 28, 2010 (Case No. 99-1250, Docket # 372), as modified by a Third Joint Modification With Order Modifying Consent Decree filed on May 14, 2013 (Case No. 99-1182, Docket # 548), and as modified by an Agreed Entry Approving Fourth Joint Modification to Consent Decree filed on January 23, 2017 (Case No. 99-1182, Docket # 553), no later than December 31, 2025, the American Electric Power (AEP) Defendants are required, *inter alia*, to install and continuously operate a Flue Gas Desulfurization (FGD) system on, or Retire, Refuel, or Re-Power one Unit at the Rockport Plant, and no later than December 31, 2028, the AEP Defendants are required to install and continuously operate a FGD system on, or Retire, Refuel, or Re-Power the second Unit at the Rockport Plant.

WHEREAS, the AEP Defendants filed a Motion for Fifth Modification of Consent Decree in Case No. 99-1182 on July 21, 2017 (Case No. 99-1182, Docket # 555) and in the related cases seeking to further modify the provisions of Paragraph 87 and make other changes.

WHEREAS, the United States, the States, and Citizen Plaintiffs filed memoranda in

opposition to the motion by the AEP Defendants (Case No. 99-1182, Docket # 571 and 572, and Case No. 99-1250, Docket # 405) on September 1, 2017.

WHEREAS, the Parties made additional supplemental filings and engaged in settlement discussions and have reached agreement on a modification to the Consent Decree as set forth herein.

WHEREAS, the Parties have agreed, and this Court by entering this Fifth Joint Modification finds, that this Fifth Joint Modification has been negotiated in good faith and at arm's length; that this settlement is fair, reasonable, and in the public interest, and consistent with the goals of the Clean Air Act, 42 U.S.C. §7401, *et seq.*; and that entry of this Fifth Joint Modification without further litigation is the most appropriate means of resolving this matter.

WHEREAS, the Parties agree and acknowledge that final approval of the United States and entry of this Fifth Joint Modification is subject to the procedures set forth in 28 CFR § 50.7, which provides for notice of this Fifth Joint Modification in the *Federal Register*, an opportunity for public comment, and the right of the United States to withdraw or withhold consent if the comments disclose facts or considerations which indicate that the Fifth Joint Modification is inappropriate, improper, or inadequate. No Party will oppose entry of this Fifth Joint Modification by this Court or challenge any provision of this Fifth Joint Modification unless the United States has notified the Parties, in writing, that the United States no longer supports entry of the Fifth Joint Modification.

NOW THEREFORE, for good cause shown, without admission of any issue of fact or law raised in the Motion or the underlying litigation, the Parties hereby seek to modify the Consent Decree in this matter, and upon the filing of a Motion to Enter by the United States, move that the Court sign and enter the following Order:

Modify the provisions of the Consent Decree, as amended by the first four modifications, as follows:

Add a new Paragraph 5A that states:

5A. A “30-Day Rolling Average Emission Rate” for Rockport means, and shall be expressed as, lb/mmBTU and calculated in accordance with the following procedure: first, sum the total pounds of the pollutant in question emitted from the combined Rockport stack during a Day which is an Operating Day for either or both Rockport Units, and the previous twenty-nine (29) such Days; second, sum the total heat input to both Rockport Units in mmBTU during the Day which was an Operating Day for either or both Rockport Units, and the previous twenty-nine (29) such Days; and third, divide the total number of pounds of the pollutant emitted during the thirty (30) Days which were Operating Days for either or both Rockport Units by the total heat input during the thirty such Days. A new 30-Day Rolling Average Emission Rate shall be calculated for each new Day which is an Operating Day for either or both Rockport Units. Each 30-Day Rolling Average Emission Rate shall include all emissions that occur during all periods of startup, shutdown, and Malfunction within an Operating Day, except as follows:

- a. Emissions and BTU inputs from both Rockport Units that occur during a period of Malfunction at either Rockport Unit shall be excluded from the calculation of the 30-Day Rolling Average Emission Rate if Defendants provide notice of the Malfunction to EPA in accordance with Paragraph 159 in Section XIV (Force Majeure) of this Consent Decree;
- b. Emissions of NO_x and BTU inputs from both Rockport Units that occur during the fifth and subsequent Cold Start Up Period(s) that occur at a single Rockport Unit during any 30-Day period shall be excluded from the calculation of the 30-Day Rolling Average Emission Rate if inclusion of such emissions would result in a

violation of any applicable 30-Day Rolling Average Emission Rate and Defendants have installed, operated, and maintained the SCR at the Unit in question in accordance with manufacturers' specifications and good engineering practices. A "Cold Start Up Period" occurs whenever there has been no fire in the boiler of a Unit (no combustion of any Fossil Fuel) for a period of six (6) hours or more. The NOx emissions to be excluded during the fifth and subsequent Cold Start Up Period(s) at a single unit shall be the lesser of (i) those NOx emissions emitted during the eight (8) hour period commencing when the Unit is synchronized with a utility electric distribution system and concluding eight (8) hours later, or (ii) those NOx emissions emitted prior to the time that the flue gas has achieved the minimum SCR operational temperature specified by the catalyst manufacturer; and

- c. For SO₂, shall include all emissions and BTUs commencing from the time a single Rockport Unit is synchronized with a utility electric distribution system through the time that both Rockport Units cease to combust fossil fuel and the fire is out in both boilers.

Paragraph 14 is replaced in its entirety and now reads as follows:

14. "Continuously Operate" or "Continuous Operation" means that when an SCR, FGD, DSI, Enhanced DSI, ESP or other NOx Pollution Controls are used at a Unit, except during a Malfunction, they shall be operated at all times such Unit is in operation, consistent with the technological limitations, manufacturers' specifications, and good engineering and maintenance practices for such equipment and the Unit so as to minimize emissions to the greatest extent practicable.

Add a new Paragraph 20A that states:

20A. “Enhanced Dry Sorbent Injection” or “Enhanced DSI” means a pollution control system in which a dry sorbent is injected into the flue gas prior to the NO_x and particulate matter controls in order to provide additional mixing and improved SO₂ removal as compared to Dry Sorbent Injection.

Paragraph 67 is replaced in its entirety and now reads as follows:

67. Notwithstanding any other provisions of this Consent Decree, except Section XIV (Force Majeure), during each calendar year specified in the table below, all Units in the AEP Eastern System, collectively, shall not emit NO_x in excess of the following Eastern System-Wide Annual Tonnage Limitations:

Calendar Year	Eastern System-Wide Annual Tonnage Limitations for NO_x
2009	96,000 tons
2010	92,500 tons
2011	92,500 tons
2012	85,000 tons
2013	85,000 tons
2014	85,000 tons
2015	75,000 tons
2016-2017	72,000 tons per year
2018-2020	62,000 tons per year
2021-2028	52,000 tons per year
2029 and each year thereafter	44,000 tons per year

Paragraph 68 is replaced in its entirety and now reads as follows:

68. No later than the dates set forth in the table below, Defendants shall install and

Continuously Operate SCR on each Unit identified therein, or, if indicated in the table, Retire, Retrofit, or Re-Power such Unit:

Unit	NO _x Pollution Control	Date
Amos Unit 1	SCR	January 1, 2008
Amos Unit 2	SCR	January 1, 2009
Amos Unit 3	SCR	January 1, 2008
Big Sandy Unit 2	SCR	January 1, 2009
Cardinal Unit 1	SCR	January 1, 2009
Cardinal Unit 2	SCR	January 1, 2009
Cardinal Unit 3	SCR	January 1, 2009
Conesville Unit 1	Retire, Retrofit, or Re-Power	Date of Entry of this Consent Decree
Conesville Unit 2	Retire, Retrofit, or Re-Power	Date of Entry of this Consent Decree
Conesville Unit 3	Retire, Retrofit, or Re-Power	December 31, 2012
Conesville Unit 4	SCR	December 31, 2010
Gavin Unit 1	SCR	January 1, 2009
Gavin Unit 2	SCR	January 1, 2009
Mitchell Unit 1	SCR	January 1, 2009
Mitchell Unit 2	SCR	January 1, 2009
Mountaineer Unit 1	SCR	January 1, 2008
Muskingum River Units 1-4	Retire, Retrofit, or Re-Power	December 31, 2015
Muskingum River Unit 5	SCR	January 1, 2008
Rockport Unit 1	SCR	December 31, 2017
Rockport Unit 2	SCR	June 1, 2020
Sporn Unit 5	Retire, Retrofit, or Re-Power	December 31, 2013
A total of at least 600 MW from the following list of Units: Sporn Units 1-4, Clinch River units 1-3, Tanners Creek Units 1-3 and/or Kammer Units 1-3	Retire, Retrofit, or Re-Power	December 31, 2018

Add a new Paragraph 68A that reads as follows:

68A. 30-Day Rolling Average NO_x Emission Rate at Rockport. Beginning on the thirtieth Day which is an Operating Day for either one or both Rockport Units in calendar year 2021, average

NOx emissions from the Rockport Units shall be limited to 0.090 lb/mmBTU on a 30-day Rolling Average Basis at the combined stack for the Rockport Units. Emissions shall be calculated in accordance with the provisions of Paragraph 5A and reported in accordance with the requirements of Paragraph J in Appendix B.

Add a new Paragraph 68B that reads as follows:

68B. Informational NOx Monitoring. During the ozone seasons (May 1 – September 30) in each of calendar years 2019 and 2020, prior to the effective date of the 30-Day Rolling Average NOx Rate at the Rockport Units in Paragraph 68A, the AEP Defendants shall provide an estimate of the 30-day rolling average NOx emissions from Rockport Unit 1, based on NOx concentrations and percent CO₂ measured at an uncertified NOx monitor in the duct from Unit 1 before the flue gases from Rockport Units 1 and 2 combine at the common stack. Hourly NOx rates shall be calculated for each hour for which valid data is available, using the following equation:

$$\text{NOx lb/mmBtu} = [(1.194 \times 10^{-7}) \times \text{NOx ppm} \times 1840 \text{ scf CO}_2 \text{ per mmBtu} \times 100] / \% \text{ CO}_2$$

The monitor shall be calibrated daily and maintained in accordance with good engineering and maintenance practices. If valid NOx or CO₂ data is not available for any hour, that hour shall not be used in the calculation of the informational data provided to Plaintiffs, including periods of monitor downtime, calibrations, and maintenance. For informational purposes only, NOx emission rate data for Rockport Unit 1 on a 30-Day Rolling Average Basis for May – June shall be reported to Plaintiffs by July 30, and NOx emission rate data for Rockport Unit 1 on a 30-Day Rolling Average Basis for July – September shall be reported to Plaintiffs by October 30. Nothing in this Paragraph shall be construed to establish a Unit-specific NOx Emission Rate for Rockport Unit 1, and these interim reporting obligations are not required to be incorporated into the Title V permit for the Rockport Plant.

Paragraph 86 is replaced in its entirety and now reads as follows:

86. Notwithstanding any other provisions of this Consent Decree, except Section XIV (Force Majeure), during each calendar year specified in the table below, all Units in the AEP Eastern System, collectively, shall not emit SO₂ in excess of the following Eastern System-Wide Annual Tonnage Limitations:

Calendar Year	Eastern System-Wide Annual Tonnage Limitations for SO₂
2010	450,000 tons
2011	450,000 tons
2012	420,000 tons
2013	350,000 tons
2014	340,000 tons
2015	275,000 tons
2016	145,000 tons
2017	145,000 tons
2018	145,000 tons
2019-2020	113,000 tons per year
2021-2028	94,000 tons per year
2029, and each year thereafter	89,000 tons per year

Paragraph 87 is replaced in its entirety and now reads as follows:

87. No later than the dates set forth in the table below, Defendants shall install and Continuously Operate an FGD, Dry Sorbent Injection, or Enhanced Dry Sorbent Injection system on each Unit identified therein, or, if indicated in the table, Cease Burning Coal, Retire,

Retrofit, Re-power, or Refuel such Unit:

Unit	SO ₂ Pollution Control	Date
Amos Unit 1	FGD	February 15, 2011
Amos Unit 2	FGD	April 2, 2010
Amos Unit 3	FGD	December 31, 2009
Big Sandy Unit 2	Retrofit, Retire, Re-Power or Refuel	December 31, 2015
Cardinal Units 1 and 2	FGD	December 31, 2008
Cardinal Unit 3	FGD	December 31, 2012
Conesville Units 1 and 2	Retire, Retrofit, or Re-power	Date of Entry
Conesville Unit 3	Retire, Retrofit, or Re-power	December 31, 2012
Conesville Unit 4	FGD	December 31, 2010
Conesville Unit 5	Upgrade existing FGD and meet a 95% 30-day Rolling Average Removal Efficiency	December 31, 2009
Conesville Unit 6	Upgrade existing FGD and meet a 95% 30-day Rolling Average Removal Efficiency	December 31, 2009
Gavin Units 1 and 2	FGD	Date of Entry
Mitchell Units 1 and 2	FGD	December 31, 2007
Mountaineer Unit 1	FGD	December 31, 2007
Muskingum River Units 1-4	Retire, Retrofit, or Re-power	December 31, 2015
Muskingum River Unit 5	Cease Burning Coal and Retire Or Cease Burning Coal and Refuel	December 15, 2015 December 31, 2015, unless the Refueling project is not completed in which case the Unit

Unit	SO ₂ Pollution Control	Date
		will be taken out of service no later than December 31, 2015, and will not restart until the Refueling project is completed. The refueling project must be completed by June 30, 2017.
Rockport Unit 1	<p>Dry Sorbent Injection and</p> <p>Enhanced DSI, and beginning in calendar year 2021 meet an Emission Rate of 0.15 lb/mmBTU of SO₂ on a 30-Day Rolling Average Basis at the Rockport combined stack</p> <p>And</p> <p>Retrofit, Refuel, or Re-Power, but must satisfy the provisions of Paragraphs 133 and 140</p>	<p>April 16, 2015</p> <p>December 31, 2020</p> <p>December 31, 2028</p>
Rockport Unit 2	<p>Dry Sorbent Injection and</p> <p>Enhanced DSI, and beginning in calendar year 2021 meet an Emission Rate of 0.15 lb/mmBTU of SO₂ on a 30-Day Rolling Average Basis at the Rockport combined stack</p>	<p>April 16, 2015</p> <p>June 1, 2020</p>
Sporn Unit 5	Retire, Retrofit, or Re-power	December 31, 2013
A total of at least 600 MW from the following list of Units: Sporn Units 1-4, Clinch River Units 1-3,	Retire, Retrofit, or Re-power	December 31, 2018

Unit	SO ₂ Pollution Control	Date
Tanners Creek Units 1-3, and/or Kammer Units 1-3		

Paragraph 89A is replaced in its entirety and now reads as follows:

89A. Plant-Wide Annual Tonnage Limitation and 30-Day Rolling Average Emission Rate for SO₂ at Rockport. For each of the calendar years set forth in the table below, AEP Defendants shall limit their total annual SO₂ emissions from Rockport Units 1 and 2 to the Plant-Wide Annual Tonnage Limitation for SO₂ as follows:

Calendar Years	Plant-Wide Annual Tonnage Limitation for SO ₂
2016-2017	28,000 tons per year
2018-2019	26,000 tons per year
2020	22,000 tons per year
2021-2028	10,000 tons per year
2029, and each year thereafter	5,000 tons per year

In addition to the Plant-Wide Annual Tonnage Limitation for SO₂ at Rockport, beginning on the thirtieth Day which is an Operating Day for either or both Rockport Units in calendar year 2021, SO₂ emissions from the Rockport Units shall be limited to 0.15 lb/mmBTU on a 30-Day Rolling Average Basis at the Rockport combined stack (30-Day Rolling Average Emission Rate for SO₂ at Rockport). Emissions shall be calculated in accordance with the provisions of Paragraph 5A and reported in accordance with the requirements of Paragraph J in Appendix B. Nothing in this Consent Decree shall be construed to prohibit the AEP Defendants from further optimizing the Enhanced DSI system, utilizing alternative sorbents, or upgrading the SO₂ removal technology at

the Rockport Units so long as the Units maintain compliance with the 30-day Rolling Average Emission Rate for SO₂ at Rockport and the 30-day Rolling Average Emission Rate for NO_x at Rockport.

Paragraph 127 is replaced in its entirety and now reads as follows:

127. The States, by and through their respective Attorneys General, shall jointly submit to Defendants Projects within the categories identified in this Subsection B for funding in amounts not to exceed \$4.8 million per calendar year for no less than five (5) years following the Date of Entry of this Consent Decree beginning as early as calendar year 2008, and for an additional amount not to exceed \$6.0 million in 2013. The funds for these Projects will be apportioned by and among the States, and Defendants shall not have approval rights for the Projects or the apportionment. Defendants shall pay proceeds as designated by the States in accordance with the Projects submitted for funding each year within seventy-five (75) days after being notified by the States in writing. Notwithstanding the maximum annual funding limitations above, if the total costs of the projects submitted in any one or more years is less than the maximum annual amount, the difference between the amount requested and the maximum annual amount for that year will be available for funding by the Defendants of new and previously submitted projects in the following years, except that all amounts not requested by and paid to the States within eleven (11) years after the Date of Entry of this Consent Decree shall expire.

Pursuant to the Fifth Joint Modification Indiana Michigan Power Company ("I&M") will provide as restitution or as funds to come into compliance with the law \$4 million in additional funding for the States to support projects identified in Section VIII, Subsection B during the period from 2019 through 2021. I&M shall provide the funding within seventy-five (75) days of receipt of a written request for payment and in accordance with instructions from counsel for the States.

Paragraph 128B is replaced in its entirety and now reads as follows:

128B. Citizen Plaintiffs' Mitigation Projects. I&M will provide \$2.5 million in mitigation funding as directed by the Citizen Plaintiffs for projects in Indiana that include diesel retrofits, health and safety home repairs, solar water heaters, outdoor wood boilers, land acquisition projects, and small renewable energy projects (less than 0.5 MW) located on customer premises that are eligible for net metering or similar interconnection arrangements on or before December 31, 2014. I&M shall make payments to fund such Projects within seventy-five (75) days after being notified by the Citizen Plaintiffs in writing of the nature of the Project, the amount of funding requested, the identity and mailing address of the recipient of the funds, payment instructions, including taxpayer identification numbers and routing instructions for electronic payments, and any other information necessary to process the requested payments. Defendants shall not have approval rights for the Projects or the amount of funding requested, but in no event shall the cumulative amount of funding provided pursuant to this Paragraph 128B exceed \$2.5 million.

In addition to the \$2.5 million provided in 2014, pursuant to the Fifth Joint Modification I&M will provide as restitution or as funds to come into compliance with the law \$3.5 million in funding for Citizen Plaintiffs to support projects that will promote energy efficiency, distributed generation, and pollution reduction measures for nonprofits, governmental entities, low income residents and/or other entities selected by Citizen Plaintiffs. I&M shall provide the \$3.5 million in funding within seventy-five (75) days of the Date of Entry of the Fifth Joint Modification of the Consent Decree by the Court in accordance with instructions from counsel for Citizen Plaintiffs.

Paragraph 133 is replaced in its entirety and now reads as follows:

133. Claims Based on Modifications after the Date of Lodging of This Consent Decree. Entry of this Consent Decree shall resolve all civil claims of the United States against Defendants that

arise based on a modification commenced before December 31, 2018, or, solely for Rockport Unit 1, before December 31, 2028, or, solely for Rockport Unit 2, before June 1, 2020, for all pollutants, except Particulate Matter, regulated under Parts C or D of Subchapter I of the Clean Air Act, and under regulations promulgated thereunder, as of the Date of Lodging of this Consent Decree, and:

- a. where such modification is commenced at any AEP Eastern System Unit after the Date of Lodging of the original Consent Decree; or
- b. where such modification is one this Consent Decree expressly directs Defendants to undertake.

With respect to Rockport Unit 1, the United States agrees that the AEP Defendants' obligation to Retrofit, Re-Power, or Refuel Rockport Unit 1 would be satisfied if, by no later than December 31, 2028, the AEP Defendants Retrofit Rockport Unit 1 by installing and commencing continuous operation of FGD technology consistent with the definition in Paragraph 56 of the Third Joint Modification of the Consent Decree, Re-Power the Unit consistent with the definition in Paragraph 54 of the Consent Decree, or Refuel the Unit consistent with the provisions of Paragraph 53A of the Third Joint Modification of the Consent Decree. If the AEP Defendants elect to Retire Rockport Unit 1 by December 31, 2028, that would also satisfy the requirements of this Paragraph and fulfill the AEP Defendants' obligations with regard to Rockport Unit 1 under this Consent Decree. The term "modification" as used in this paragraph shall have the meaning that term is given under the Clean Air Act and under the regulations in effect as of the Date of Lodging of this Consent Decree, as alleged in the complaints in *AEP I* and *AEP II*.

Paragraph 140 is replaced in its entirety and now reads as follows:

140. With respect to the States and Citizen Plaintiffs, except as specifically set forth in this Paragraph, the States and Citizen Plaintiffs expressly do not join in giving the Defendants the

covenant provided by the United States in Paragraph 133 of this Consent Decree, do not release any claims under the Clean Air Act and its implementing regulations arising after the Date of Lodging of the original Consent Decree, and reserve their rights, if any, to bring any actions against Defendants pursuant to 42 U.S.C. §7604 for any claims arising after the Date of the Lodging of the original Consent Decree. AEP, the States, and Citizen Plaintiffs also recognize that I&M informed state regulators in its most recent base rate proceedings that the most realistic date through which Rockport Unit 1 can be expected to be in operation with any reasonable degree of certainty is December 2028, and the Indiana Utility Regulatory Commission and the Michigan Public Service Commission have approved depreciation rates for I&M's share of Rockport Unit 1 to be consistent with the retirement of Unit 1 in December 2028. Notwithstanding the existence of any other compliance options in Paragraphs 87 and 133, AEP Defendants must Retire Rockport Unit 1 by no later than December 31, 2028. AEP Defendants and the States and Citizen Plaintiffs agree that Paragraph 140 prevails in any conflict between it and Paragraphs 87 and/or 133.

a. On or before March 31, 2025, AEP Defendants shall submit to PJM Interconnection, LLC, or any other regional transmission organization with jurisdiction over the Rockport Units, notification of the planned retirement of Rockport Unit 1 by no later than December 31, 2028, and a request for such regional transmission organization to evaluate and identify any reliability concerns associated with such retirement.

Paragraph 180 is replaced in its entirety and now reads as follows:

180. Within one (1) year from commencement of operation of each pollution control device to be installed, upgraded, and/or operated under this Consent Decree, Defendants shall apply to include the requirements and limitations enumerated in this Consent Decree into federally-enforceable non-Title V permits and/or site-specific amendments to the applicable state

implementation plans to reflect all new requirements applicable to each Unit in the AEP Eastern System, the Plant-Wide Annual Rolling Average Tonnage Limitation for SO₂ at Clinch River, the Plant-Wide Annual Tonnage Limitation for SO₂ at Kammer, and the Plant-Wide Annual Tonnage Limitation for SO₂ at Rockport.

Paragraph 182 is replaced in its entirety and now reads as follows:

182. Prior to termination of this Consent Decree, Defendants shall obtain enforceable provisions in their Title V permits for the AEP Eastern System that incorporate (a) any Unit-specific requirements and limitations of this Consent Decree, such as performance, operational, maintenance, and control technology requirements, (b) the Plant-Wide Annual Rolling Average Tonnage Limitation for SO₂ at Clinch River, the Plant-Wide Annual Tonnage Limitation for SO₂ at Kammer, and the Plant-Wide Annual Tonnage Limitation for SO₂ at Rockport, and (c) the Eastern System-Wide Annual Tonnage Limitations for SO₂ and NO_x. If Defendants do not obtain enforceable provisions for the Eastern System-Wide Annual Tonnage Limitations for SO₂ and NO_x in such Title V permits, then the requirements in Paragraphs 86 and 67 shall remain enforceable under this Consent Decree and shall not be subject to termination.

Paragraph 188 is modified as follows to update the information required in order to provide required notices under the Consent Decree:

188.

As to the United States:

Case Management Unit
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
DJ# 90-5-2-1-06893
eescdcopy.enrd@usdoj.gov

Phillip Brooks
Director, Air Enforcement Division
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Ariel Rios Building [Mail Code 2242A]
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Brooks.phillip@epa.gov

Sara Breneman
Air Enforcement & Compliance Assurance Branch
U.S. EPA Region 5
77 W. Jackson Blvd.
Mail Code AE-18J
Chicago, IL 60604
Breneman.sara@epa.gov

and

Carol Amend, Branch Chief
Air, RCRA & Toxics Branch (3ED20)
Enforcement & Compliance Assurance Division
U.S. EPA, Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
Amend.carol@epa.gov

For all notices to EPA, Defendants shall register for the CDX electronic system and upload such notices at <https://cdx.gov/epa-home.asp>.

As to the State of Connecticut:

Lori D. DiBella
Office of the Attorney General
Environment Department
55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120
Lori.dibella@ct.gov

As to the State of Maryland:

Frank Courtright
Program Manager
Air Quality Compliance Program

Maryland Department of the Environment
1800 Washington Blvd.
Baltimore, Maryland 21230
fcourtright@mde.state.md.us

and

Matthew Zimmerman
Assistant Attorney General
Office of the Attorney General
1800 Washington Boulevard
Baltimore, MD 21230
mzimmerman@mde.state.md.us

As to the Commonwealth of Massachusetts:

Christophe Courchesne, Assistant Attorney General
Office of the Attorney General
1 Ashburton Place, 18th floor
Boston, Massachusetts 02108
Christophe.courchesne@state.ma.us

As to the State of New Hampshire:

Director, Air Resources Division
New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, New Hampshire 03302-0095

and

K. Allen Brooks
Senior Assistant Attorney General
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301
Allen.brooks@doj.nh.gov

As to the State of New Jersey:

Section Chief
Environmental Enforcement
Dept. of Law & Public Safety
Division of Law
R.J. Hughes Justice Complex
25 Market Street

P.O. Box 093
Trenton, New Jersey 08625-0093
Lisa.morelli@dol.lps.state.nj.us

As to the State of New York:

Michael J. Myers
Senior Counsel
Environmental Protection Bureau
New York State Attorney General
The Capitol
Albany, New York 12224
Michael.Myers@ag.ny.gov

As to the State of Rhode Island:

Gregory S. Schultz
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903
gschultz@riag.ri.gov

As to the State of Vermont:

Nicholas F. Persampieri
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, Vermont 05609-1001
Nick.persampieri@vemont.gov

As to the Citizen Plaintiffs:

Nancy S. Marks
Natural Resources Defense Council, Inc.
40 West 20th Street
New York, New York 10011
nmarks@nrdc.org

Kristin Henry
Sierra Club
2101 Webster Street, Suite 1300
Oakland, CA 94612
kristin.henry@sierraclub.org

Margrethe Kearney
Environmental Law and Policy Center
35 East Wacker Dr. Suite 1600
Chicago, Illinois 60601-2110
MKearney@elpc.org

and

Shannon Fisk
Earthjustice
1617 John F. Kennedy Blvd., Suite 1130
Philadelphia, PA 19103
sfisk@earthjustice.org

As to AEP:

John McManus
Vice President, Environmental Services
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
jmmcmanus@aep.com

David Feinberg
General Counsel
American Electric Power
1 Riverside Plaza
Columbus, OH 43215
dmfeinberg@aep.com

and

Janet Henry
Deputy General Counsel
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
jjhenry@aep.com

As to Gavin Buyer:

Nicholas Tipple
Plant Manager
Gavin Power, LLC
7397 N. St Rt #7
Cheshire, OH 45620
Nicholas.tipple@lightstone.com

Karl A. Karg
Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
karl.karg@lw.com

and

Alexandra Farmer
Kirkland & Ellis LLP
1301 Pennsylvania Avenue, N.W.
Washington, DC 20004
alexandra.farmer@kirkland.com

Add a new Paragraph 205A that reads as follows:

205A. 26 U.S.C. Section 162(f)(2)(A)(ii) Identification. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), with respect to obligations incurred under this Fifth Joint Modification, performance of Section II (Applicability), Paragraph 3; Section IV (NO_x Emission Reductions and Controls), Paragraphs 67, 68, 68A, and 68B; Section V (SO₂ Emission Reductions and Controls), Paragraphs 86, 87, and 89A; Section VII (Prohibition on Netting Credits or Offsets from Required Controls), Paragraph 117; Section XI (Periodic Reporting), Paragraphs 143 – 147; Section XII (Review and Approval of Submittals), Paragraphs 148 and 149 (except with respect to dispute resolution); Section XVI (Permits), Paragraphs 175, 177, 179, and 180 – 183; Section XVII (Information Collection and Retention), Paragraphs 184 and 185; Section XXIII (General Provisions), Paragraph 207; and Appendix B; is restitution or required to come into compliance with law.

Modify Appendix B (Reporting Requirements) as follows:

Section I Paragraph O is replaced in its entirety and now reads as follows:

- O. Plant-Wide Annual Tonnage Limitation and Emission Rate for SO₂ at Rockport.

Beginning March 31, 2017, and continuing annually thereafter, Defendants shall report: (a) the actual tons of SO₂ emitted from Units 1 and 2 at the Rockport Plant for the prior calendar year; (b) the Plant-Wide Annual Tonnage Limitation for SO₂ at the Rockport Plant for the prior calendar year as set forth in Paragraph 89A of the Consent Decree; and (c) for the annual reports for calendar years 2015 - 2020, Defendants shall report the daily sorbent deliveries to the Rockport Plant by weight. Beginning in calendar year 2021, the annual reports shall report the 30-day rolling average SO₂ Emissions Rate at the Rockport stack as required under Section I, Paragraph J of Appendix B, and reporting of daily sorbent deliveries will no longer be required.

Section I Paragraph S. is replaced in its entirety and now reads as follows:

S. Notification of Retirement of Rockport Unit 1.

AEP Defendants shall provide to the Plaintiffs a copy of the notification submitted to PJM Interconnection, LLC, or any other regional transmission organization pursuant to Paragraph 140.a, and a copy of any response received from PJM Interconnection, LLC, or any other the regional transmission organization.

Delete Paragraphs T and U from Section I of Appendix B.

Except as specifically provided in this Order, all other terms and conditions of the Consent Decree remain unchanged and in full effect.

SO ORDERED, THIS 17th DAY OF July, 2019.



HONORABLE EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT JUDGE

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE UNITED STATES

Handwritten signature of Myles E. Flint, II in cursive script.

Myles E. Flint, II
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20530
(202) 307-1859

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

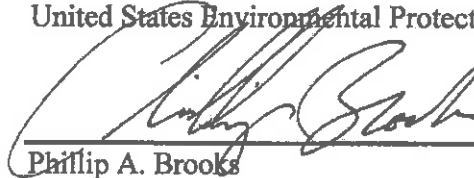
in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE UNITED STATES



Rosemarie A. Kelley
Director
Office of Civil Enforcement
United States Environmental Protection Agency



Phillip A. Brooks
Director, Air Enforcement Division
Office of Civil Enforcement
United States Environmental Protection Agency



Sabrina Argentieri
Attorney-Advisor
Office of Civil Enforcement
Civil Enforcement Division
United States Environmental Protection Agency

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE STATE OF CONNECTICUT

WILLIAM TONG
ATTORNEY GENERAL


By:



Lori D. DiBella
Assistant Attorney General
Office of the Attorney General
55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120

FOR THE STATE OF MARYLAND:

BRIAN E. FROSH
Attorney General

By: 
MATTHEW ZIMMERMAN
Assistant Attorney General
Office of the Attorney General
1800 Washington Blvd.
Baltimore, Maryland 21230

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

**FOR THE COMMONWEALTH OF
MASSACHUSETTS**

**MAURA HEALEY
ATTORNEY GENERAL**



**Christophe Courchesne
Assistant Attorney General
Office of the Attorney General
1 Ashburton Place, 18th Floor
Boston, MA 02108**

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE STATE OF NEW HAMPSHIRE

**GORDON J. MACDONALD
ATTORNEY GENERAL**



**K. Allen Brooks
Senior Assistant Attorney General
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301**

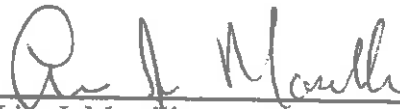
**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE STATE OF NEW JERSEY

GURBIR S. GREWAL
ATTORNEY GENERAL



Lisa J. Morelji
Deputy Attorney General
Dept. of Law & Public Safety
Division of Law
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, NJ 08625-0093

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE STATE OF NEW YORK

**LETITIA JAMES
ATTORNEY GENERAL**

A handwritten signature in black ink, appearing to read "Michael J. Myers", is written over a solid horizontal line.

Michael J. Myers
Senior Counsel
Environmental Protection Bureau
New York State Attorney General
The Capitol
Albany, NY 12224

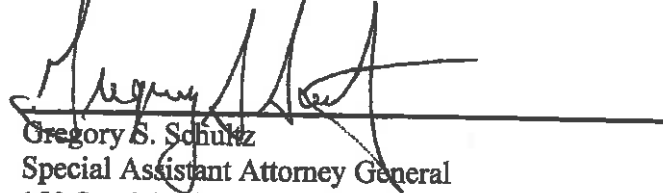
**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE STATE OF RHODE ISLAND

**PETER F. NERONHA
ATTORNEY GENERAL**

A handwritten signature in black ink, appearing to read "Gregory S. Schultz", is written over a solid horizontal line. The signature is stylized and extends above and below the line.

**Gregory S. Schultz
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903**

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE STATE OF VERMONT

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read 'Thea Schwartz', is written over a horizontal line.

Thea Schwartz
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR NATURAL RESOURCES DEFENSE
COUNCIL, INC.

Nancy S Marks

Nancy S. Marks
Natural Resources Defense Council, Inc.
40 West 20th Street
New York, NY 10011

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR SIERRA CLUB



Kristin Henry
Sierra Club
2101 Webster Street, Suite 1300
Oakland, CA 94612

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR OHIO CITIZEN ACTION, CITIZENS ACTION
COALITION OF INDIANA, HOOSIER
ENVIRONMENTAL COUNCIL, OHIO VALLEY
ENVIRONMENTAL COALITION, WEST VIRGINIA
ENVIRONMENTAL COUNCIL, CLEAN AIR
COUNCIL, IZAAK WALTON LEAGUE OF
AMERICA, ENVIRONMENT AMERICA,
NATIONAL WILDLIFE FEDERATION, INDIANA
WILDLIFE FEDERATION, AND LEAGUE OF OHIO
SPORTSMEN



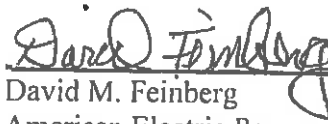
Margrethe Kearney
Environmental Law and Policy Center
35 East Wacker Drive, Suite 1600
Chicago, IL 60601-2110

**SIGNATURE PAGE FOR THE
FIFTH JOINT MODIFICATION OF THE CONSENT DECREE**

in

United States v. American Electric Power Service Corp., et al.
Civil Action No. 99-CV-1182 and consolidated cases

FOR THE AEP COMPANIES

A handwritten signature in black ink, appearing to read "David M. Feinberg", is written over a solid horizontal line.

David M. Feinberg
American Electric Power
1 Riverside Plaza
Columbus, OH 43215

Attachment 2

Indiana Michigan Power Renewed Joint Motion for Leave to File
Settlement Agreement and Request for Settlement Hearing

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

JOINT PETITION OF INDIANA MICHIGAN)
POWER COMPANY (I&M) AND AEP)
GENERATING COMPANY (AEG) FOR) CAUSE NO. 45546
CERTAIN DETERMINATIONS WITH)
RESPECT TO THE COMMISSION'S)
JURISDICTION OVER THE RETURN OF)
OWNERSHIP OF ROCKPORT UNIT 2)

**RENEWED JOINT MOTION FOR LEAVE TO FILE SETTLEMENT
AGREEMENT AND REQUEST FOR SETTLEMENT HEARING**

Indiana Michigan Power Company (“I&M” or “Company”) and AEP Generating Company (“AEG”) (together, “Petitioners”), by counsel and on behalf of themselves and the following parties, Indiana Office of Utility Consumer Counselor (“OUCC”), I&M Industrial Group (“Industrial Group”), Citizens Action Coalition of Indiana, Inc., Sierra Club, the City of Marion, Indiana, Marion Municipal Utilities (the latter two collectively, “Marion”), the City of Fort Wayne, Indiana (“Fort Wayne”) (together with Marion, the “Municipal Intervenors”), and Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance (“Wabash Valley”) (collectively the “Settling Parties” and individually “Settling Party”), in accordance with 170 IAC 1-1.1-12 and 170 IAC 1-1.1-17, and per the direction of the Presiding Officers, respectfully renew their motion for leave from the Commission to submit a Stipulation and Settlement Agreement (“Settlement Agreement”) and supporting settlement testimony. The Settling Parties further request the Commission schedule a settlement hearing to be conducted on or about October 18, 2021, and that the balance of the procedural dates be vacated. In support of this Renewed Joint Motion, the Settling Parties state as follows:

1. All parties to this proceeding participated in settlement communications and engaged in extensive settlement negotiations.

2. On September 9, 2021, all parties to this proceeding reached a settlement agreement in principle (subject to final client approval) that resolves all issues pending before the Commission in this proceeding.

3. The Settling Parties have worked to finalize the formal written Settlement Agreement and obtain final client approval. The final Settlement Agreement is attached hereto as Exhibit 1. The Settlement Agreement resolves all issues in this Cause. The Settling Parties plan to file supplemental testimony supporting the Settlement Agreement on or about Tuesday, September 21, 2021.

4. The Settling Parties' prefiled direct and rebuttal evidence, along with the parties' stipulated evidence, were admitted into the record at the September 10, 2021 evidentiary hearing. Per the guidance from the Presiding Officers at the September 10, 2021 evidentiary hearing, the Settling Parties respectfully request the Commission schedule a settlement hearing (anticipated to be uncontested) on or about October 18, 2021, for the presentation and receipt of the Settlement Agreement and the supplemental testimony in support of the Settlement Agreement.

5. The Settling Parties proposed the following post-hearing briefing schedule, which consists solely of the filing of an agreed proposed order:

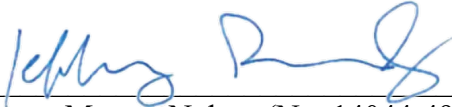
Proposed Order – The Settling Parties plan to file an agreed proposed order contemporaneous with the conclusion of the settlement hearing. If desired by the Presiding Officers, the Settling Parties can expedite the filing of the agreed proposed order in advance of the settlement hearing, with any necessary updates filed within one business day following the conclusion of the settlement hearing.

6. The Settling Parties ask the Commission to issue an order approving the Settlement Agreement on or before December 15, 2021 so that Petitioners may comply with the closing condition for the proposed Transaction as defined in the Petition.

7. Undersigned counsel is authorized to represent that it is authorized to sign and file this Renewed Joint Motion on behalf of all the identified parties.

WHEREFORE, the Settling Parties respectfully submit and move this Renewed Joint Motion be promptly granted; that the procedural schedule be revised as proposed herein; and that the Commission grant to the Settling Parties all other relief as may be reasonable and appropriate in the premises.

Respectfully submitted on behalf of the above parties,



Teresa Morton Nyhart (No. 14044-49)
Jeffrey M. Peabody (No. 28000-53)
BARNES & THORNBURG LLP
11 S. Meridian Street
Indianapolis, Indiana 46204
Nyhart Phone: (317) 231-7716
Peabody Phone: (317) 231-6465
Fax: (317) 231-7433
Nyhart Email: tnyhart@btlaw.com
Peabody Email: jpeabody@btlaw.com

Attorneys for:
INDIANA MICHIGAN POWER COMPANY
and AEP GENERATING COMPANY

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served this 13th day of September, 2021, via email transmission to:

Randall Helmen
Tiffany Murray
Office of Utility Consumer Counselor
115 West Washington Street, #1500S
Indianapolis, Indiana 46204
infomgt@oucc.in.gov
rhelmen@oucc.in.gov
timurray@oucc.in.gov

Jennifer A. Washburn
Citizens Action Coalition
1915 West 18th Street, Suite C
Indianapolis, Indiana 46202
jwashburn@citact.org

Courtesy Copy to:
Reagan Kurtz
rkurtz@citact.org

Kathryn A. Watson
Katz Korin Cunningham
The Emelie Building
334 North Senate Avenue
Indianapolis, IN 46204
kwatson@kcclegal.com

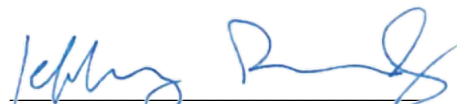
Joseph P. Rompala
LEWIS & KAPPES, P.C.
One American Square, Suite 2500
Indianapolis, Indiana 46282-0003
JRompala@Lewis-Kappes.com

Courtesy copy to:
ATyler@lewis-kappes.com
ETennant@lewis-kappes.com

With a courtesy copy to:
Kristin Henry
Sierra Club
2101 Webster Street, Suite 1300
San Francisco, CA 94115
kristin.henry@sierraclub.org

J. Christopher Janak
Nikki G. Shoultz
Kristina Kern Wheeler
BOSE MCKINNEY & EVANS LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
cjanak@boselaw.com
nshoultz@boselaw.com
kwheeler@boselaw.com

Jeremy L. Fetty
Liane K. Steffes
PARR RICHEY
251 N. Illinois Street, Suite 1800
Indianapolis, IN 46204
jfetty@parrlaw.com
lsteffes@parrlaw.com


Jeffrey M. Peabody

Teresa Morton Nyhart (No. 14044-49)
Jeffrey M. Peabody (No. 28000-53)
BARNES & THORNBURG LLP

11 South Meridian Street
Indianapolis, Indiana 46204
Nyhart Phone: (317) 231-7716
Peabody Phone: (317) 231-6465

Attorneys for INDIANA MICHIGAN POWER COMPANY
AND AEP GENERATING COMPANY

DMS 20925282v1

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

JOINT PETITION OF INDIANA MICHIGAN)
POWER COMPANY (I&M) AND AEP)
GENERATING COMPANY (AEG) FOR) CAUSE NO. 45546
CERTAIN DETERMINATIONS WITH)
RESPECT TO THE COMMISSION'S)
JURISDICTION OVER THE RETURN OF)
OWNERSHIP OF ROCKPORT UNIT 2)

STIPULATION AND SETTLEMENT AGREEMENT

Indiana Michigan Power Company ("I&M"), AEP Generating Company ("AEG") the Indiana Office of Utility Consumer Counselor ("OUCC"), I&M Industrial Group, Citizens Action Coalition of Indiana, Inc. ("CAC"), the City of Marion, Indiana, Marion Municipal Utilities (collectively, "Marion"), and the City of Fort Wayne, Indiana ("Fort Wayne") (together, the "Municipal Intervenors"), Sierra Club, and Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance ("Wabash Valley") (collectively the "Settling Parties" and individually "Settling Party"), solely for purposes of compromise and settlement and having been duly advised by their respective staff, experts and counsel, stipulate and agree that the terms and conditions set forth below represent a fair, just and reasonable resolution of the matters set forth below, subject to their incorporation by the Indiana Utility Regulatory Commission ("IURC" or "Commission") into a final, non-appealable order ("Final Order")¹ without modification or further condition that may be unacceptable to any Settling Party. If the Commission does not approve this Stipulation and Settlement Agreement ("Settlement Agreement"), in its entirety, the entire Settlement Agreement shall be null and void and deemed withdrawn, unless otherwise agreed to in writing by the Settling Parties.

A. TERMS AND CONDITIONS.

- 1. Legal Authority to Own. The Settling Parties collectively acknowledge that this proceeding involves special circumstances including, but not limited to: (i) that Rockport Unit 2 is the subject of a unique financing, ownership, and operating structure, between and among I&M, AEG and the Owner Trust, (ii) that the Commission has previously declined to exercise its jurisdiction over AEG except to the extent the IURC limited that declination; (iii) that I&M has committed to operating its share of Rockport Unit 2 as a merchant plant after a date certain, (iv) that with specific exceptions and subject to certain conditions as set forth in this Settlement Agreement, I&M is agreeing on a prospective basis to remove from its cost of service all costs and expenses associated with the operation of Rockport Unit 2 as of the date of the lease expiration, including costs associated with the Unit Power Agreement ("UPA") between itself and AEG, and, further,

¹"Final Order" as used herein means an order issued by the Commission as to which no person has filed a Notice of Appeal within the thirty-day period after the date of the Commission order.

will not seek a certificate of public convenience and necessity (“CPCN”) or other approval to recover future costs or expenses associated with Rockport Unit 2 arising after the termination of the Lease. That in consideration of these and other circumstances, the Settling Parties agree that the following terms and conditions set forth below represent a fair, just and reasonable resolution of the pending proceeding and approval of this settlement by the Commission is in the public interest:

- a. The Consumer Parties agree not to challenge I&M’s request for an order from the IURC declining to exercise its jurisdiction over the acquisition of Rockport Unit 2 by I&M pursuant to IC § 8-1-2.5-5 in order to facilitate the acquisition of I&M’s share of Rockport Unit 2 as required by the terms of the Trust Interest Purchase Agreements (“TIPAs”), provided that pursuant to IC § 8-1-2.5-7, the IURC’s declination of jurisdiction is for a limited term that expires on December 31, 2028 or on the retirement date of Rockport Unit 2, whichever is earlier. The Settling Parties agree that such a declination of jurisdiction does not otherwise affect the IURC’s authority and jurisdiction over I&M including, without limitation, issues raised in any subsequent or pending proceeding, including those related to the recovery of costs and expenses and other ratemaking associated with Rockport Unit 2 unless otherwise agreed to in this Settlement Agreement, to review I&M’s books and records or to consider whether the acquisition has had an impact on I&M’s cost of capital in a rate case filed after the expiration of the Lease.
- b. The Consumer Parties agree not to challenge AEG’s request for an order from the IURC declining to exercise its jurisdiction over the acquisition of Rockport Unit 2 by AEG pursuant to IC § 8-1-2.5-5 in order to facilitate the acquisition of AEG’s share of Rockport Unit 2 as required by the terms of the TIPAs, provided that pursuant to IC § 8-1-2.5-7, the IURC’s declination of jurisdiction is for a limited term that expires on December 31, 2028 or on the retirement date of Rockport Unit 2, whichever is earlier. The Settling Parties agree that such a declination of jurisdiction does not otherwise affect the IURC’s authority and jurisdiction over AEG except as previously limited.
- c. The OUCC and Intervenors agree to withdraw their Motion to Dismiss.

2. Sunsetting Rockport Unit 2 from Service:

- a. This is a transition plan to accommodate capacity needs through the 2023/2024 PJM Interconnection, LLC (“PJM”) Planning Year. Beginning December 8, 2022 through May 31, 2024, I&M may utilize up to 650 MWs of I&M’s share of Installed capacity from Rockport Unit 2, if available, and only to the extent necessary to meet the Indiana jurisdictional portion of I&M’s Fixed Resource Requirement (“FRR”) capacity obligation. The exact amount of capacity utilized will be the amount needed for I&M, after including all other capacity resources it owns or controls, to fulfill its load obligation to PJM for each planning period as identified in AEP’s FRR election notification letter, and I&M shall notify the Settling Parties of this annual capacity obligation and will provide a copy of the FRR election notification letter, a copy of the FRR Plan submitted to PJM and supporting workpapers, subject to the protection of confidential information to the Settling Parties.

- i. I&M has selected the FRR Alternative for the 2022/2023 Delivery Year. Consistent with the PJM capacity auction deadlines for the 2023/2024 Delivery Year, I&M intends to select the FRR Alternative and commit to the AEP FRR Plan an amount of capacity that satisfies its allocation of the AEP FRR load obligation, which AEP FRR load obligation is determined by PJM. I&M shall amend its 2022/2023 PJM FRR Plan consistent with the provisions of this Settlement Agreement in AEP's final FRR Plan for 2022/2023.
 - ii. I&M will include capacity from Rockport Unit 2 only if necessary to fulfill the Indiana jurisdictional portion of the I&M allocation of the AEP FRR load obligation (the "Indiana FRR Load Obligation") after including all other generation capacity resources it owns or controls.
 - iii. I&M shall be allowed to recover costs for the capacity used from Rockport Unit 2 in the FRR plan at a rate that equals PJM's Base Residual Auction ("BRA") Reliability Pricing Model ("RPM") clearing price for the respective PJM Planning Years (i.e., 2022/2023 and 2023/2024).
 - iv. The capacity expense for the 2022/2023 PJM Planning Year will be prorated for the term that follows the termination of the Lease.
 - v. I&M's 2021 Integrated Resource Plan ("IRP") going-in position will reflect I&M having sufficient capacity to meet its retail load obligation through the 2023/2024 Planning Year.
 - vi. The share of Rockport Unit 2 not needed to meet I&M's load obligation during these respective PJM Planning Years will be treated as a RPM resource, and the cost of such capacity shall not be recovered from Indiana retail or wholesale ratepayers.
- b. Beginning with the 2024/2025 PJM Planning Year and through the remainder of its operating life, 100% of Rockport Unit 2 will be treated as a merchant generating unit and participate in the PJM markets as an RPM-only resource. Rockport Unit 2 will be excluded from I&M's IRP preferred plan as of June 1, 2024, consistent with the end of the 2023/2024 Planning Year.

3. Retirement Date, Effluent Limitation Guidelines ("ELG") Rule, and Other Applicable Requirements. If I&M and AEG acquire Rockport Unit 2 as provided in the TIPAs, I&M and AEG shall permanently retire Rockport Unit 2 by no later than December 31, 2028. If I&M and AEG acquire Rockport Unit 2 as provided in the TIPAs and subsequently intend to sell or transfer ownership of Rockport Unit 2, I&M and AEG shall expressly condition the sale or transfer of Rockport Unit 2 on any current or future buyer's or transferee's express acceptance of the retirement commitment set forth in this paragraph. I&M and AEG agree to timely file with the U.S. Environmental Protection Agency and/or Indiana Department of Environmental Management and PJM all notifications required by the ELG rule or any other applicable statutory or regulatory requirement of their decision to permanently retire Rockport Unit 2 on or before December 31, 2028. I&M and AEG agree that in no event shall I&M customers be responsible for any costs related to ELG investments or other new investments at Rockport Unit 2 incurred after termination of the Lease. Nothing in this Settlement Agreement impedes I&M's and AEG's rights to retire Rockport Unit 2 prior to December 31, 2028.

4. **Ratemaking.** Effective as of December 8, 2022, except as provided in this agreement, no Rockport Unit 2 costs shall be recoverable but for the recovery of costs arising during the term of the Lease through rates, including rider factors that address a period during the term of the Lease which are approved by the Commission for implementation or reconciliation after the Lease terminates. To effectuate this result, the Settling Parties agree to the following:

- a. **Exclusion of Costs from Retail and Wholesale Rates on a Going-Forward Basis.**
I&M agrees to exclude from its Indiana retail customers' rates any costs associated with (i) I&M's and AEG's purchase of Rockport Unit 2; (ii) any going-forward costs specifically associated with the continued ownership and operation of Rockport Unit 2 incurred after termination of the Rockport Unit 2 Lease; and (iii) I&M's purchases under the UPA with AEG after termination of the Rockport Unit 2 Lease, whether in base rates or through any tracker mechanisms, special riders, or charges, effective as of December 8, 2022. Except as otherwise provided in this Settlement Agreement, as part of implementing this exclusion, I&M's cost of service will be reduced to eliminate all costs related to the ownership and operation of Rockport Unit 2 after the termination of the Lease, including O&M expenses, and an adjustment will be made to credit customers with any amounts collected from customers after December 7, 2022. The Settling Parties reserve all rights to propose mechanisms to accomplish this in Cause No. 45576. I&M agrees to account for Rockport Unit 2 costs and revenues in a manner that also excludes these costs and revenues from wholesale customers' bills. In the event that I&M is not allowed by applicable accounting rules to account for Rockport Unit 2 costs and revenues in a manner that also excludes these costs and revenues from wholesale customers' bills, I&M will amend its wholesale agreement with Wabash Valley Power Association to the limited extent necessary to effectuate the exclusion of the foregoing costs and revenues. Customers will still be responsible for the expenses associated with meeting I&M's Indiana capacity obligation as described in Section 2 above. Any costs not specifically enumerated in this Section 4 shall not be recoverable in customer rates, absent specific written agreement of the Settling Parties.
- b. **Continuing Recovery of Costs Currently Embedded in Rates after Closing.** The net book value of Rockport Unit 2 investments and regulatory assets currently on I&M's books and records associated with investments in Rockport Unit 2 made during the term of the Lease remains recoverable, consistent with prior IURC orders in Cause Nos. 44331, 44871, 44967 and 45235, using the depreciable lives of the related accounts approved by the Commission in Cause No. 45576. The Settling Parties agree not to challenge recovery of these investments and regulatory assets related to Rockport Unit 2 up to the cost previously approved by the Commission in any future proceeding, including in Cause No. 45576, but reserve all rights to propose alternative rate recovery mechanisms and regulatory treatment.
- c. **Net Book Value of Additional Plant Placed in Service Prior to Lease Termination.** The net book value of Rockport Unit 2 investments that are projected to be placed in service before the Lease is terminated in Cause No. 45576 will be recoverable provided they are approved for recovery by the Commission in that Cause. Subsequent to any approval by the Commission in Cause No. 45576, the Settling Parties agree not to challenge recovery of Rockport Unit 2 investments in any future proceeding up to the

address the future capacity and energy needs that may arise with the retirement of Rockport Units 1 and/or 2 and will use this information to inform its analysis in I&M's next IRP that follows the 2021 IRP.

- b. With respect to future IRPs, I&M will use its most recent RFP, the responses to which can be no more than 24 months old, to inform its IRP analysis but should not restrict its IRP inputs based on the RFP results. Such RFPs will, at a minimum, comport with the requirements of Section 8.a.
- c. Subject to the protection of confidential information in a manner agreed to by participants in the RFP, RFP bid results and any analysis of RFP bid results shall be provided to interested stakeholders that are not competitive entities (i.e., potential bidders and their consultants and affiliates). I&M shall also publicly release nonproprietary and aggregate data regarding RFP bid results. While I&M has no current plans to repower Rockport Unit 2, I&M agrees for purposes of this Settlement Agreement to conduct the above referenced bidding process before seeking approval of any such repowering. Nothing in this agreement precludes I&M from seeking approval of renewable generation resources associated with its November 2020 RFP.

9. Time is of the Essence. Settling Parties agree that time is of the essence and will work to obtain an IURC order approving the Settlement Agreement no later than December 15, 2021.

10. No Waiver. No party is waiving rights of future or pending issues, except as explicitly noted in this Settlement Agreement. This Settlement Agreement does not create a precedent, and all Settling Parties reserve their rights to take whatever position they deem appropriate in any pending or future proceeding regarding the applicability of IC ch. 8-1-2.5 to CPCNs or other proceedings.

B. PRESENTATION OF THE SETTLEMENT AGREEMENT TO THE COMMISSION.

1. The Settling Parties shall support this Settlement Agreement before the Commission and request that the Commission expeditiously accept and approve the Settlement Agreement by order on or before December 15, 2021.

2. The Settling Parties may file testimony specifically supporting the Settlement Agreement. The Settling Parties agree to provide each other with an opportunity to review drafts of testimony supporting the Settlement Agreement and to consider the input of the other Settling Parties. Such evidence, together with the evidence previously prefiled in this Cause and the previously agreed stipulations, will be offered into evidence without objection and the Settling Parties hereby waive cross-examination of each other's witnesses. The Settling Parties propose to submit this Settlement Agreement and evidence conditionally, and that, if the Commission fails to approve this Settlement Agreement in its entirety without any change or approves it with condition(s) unacceptable to any Settling Party, the Settlement and supporting evidence shall be withdrawn and the Commission will continue to hear this with the proceedings resuming at the point they were suspended by the filing of this Settlement Agreement.

3. A Commission Order approving this Settlement Agreement shall be effective immediately, and the agreements contained herein shall be unconditional, effective and binding on all Settling Parties as an Order of the Commission.

C. EFFECT AND USE OF SETTLEMENT AGREEMENT.

1. It is understood that this Settlement Agreement is reflective of a negotiated settlement and neither the making of this Settlement Agreement nor any of its provisions shall constitute an admission by any Settling Party in this or any other litigation or proceeding except to the extent necessary to implement and enforce its terms. It is also understood that each and every term of this Settlement Agreement is in consideration and support of each and every other term.

2. Neither the making of this Settlement Agreement (nor the execution of any of the other documents or pleadings required to effectuate the provisions of this Settlement Agreement), nor the provisions thereof, nor the entry by the Commission of a Final Order approving this Settlement Agreement, shall establish any principles or legal precedent applicable to Commission proceedings other than those resolved herein.

3. This Settlement Agreement shall not constitute and shall not be used as precedent by any person or entity in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce this Settlement Agreement.

4. This Settlement Agreement is solely the result of compromise in the settlement process and except as provided herein, is without prejudice to and shall not constitute a waiver of any position that any Settling Party may take with respect to any or all of the items resolved here and in any future regulatory or other proceedings.

5. The evidence in support of this Settlement Agreement constitutes substantial evidence sufficient to support this Settlement 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 Settlement Agreement, as filed. The Settling Parties shall prepare and file an agreed proposed order with the Commission as soon as reasonably possible after the filing of this Settlement Agreement and the final evidentiary hearing.

6. The communications and discussions during the negotiations and conferences and any materials produced and exchanged concerning this Settlement Agreement all relate to offers of settlement and shall be confidential, without prejudice to the position of any Settling Party, and are not to be used in any manner in connection with any other proceeding or otherwise. Sierra Club will only be liable for monetary damages resulting from a breach of this Section if it files, submits, or otherwise publishes confidential settlement material. If any Settling Party believes that Sierra Club has violated this Section in such a way, then such Settling Party shall provide Sierra Club with written notice of the violation and describe it with sufficient information to allow Sierra Club an opportunity to cure it, and such Settling Party shall allow Sierra Club fourteen (14) business days to cure the alleged violation. Notice shall be sent to undersigned counsel for Sierra Club. Sierra Club shall not be entitled to monetary damages for any alleged breach of this Settlement Agreement and the other Settling Parties shall not be

entitled to monetary damages for a breach of this provision by Sierra Club involving filing, submission or publication of settlement material, that is cured according to the terms of this section. "Cure" as used in this section shall mean to formally withdraw any filed or submitted statement and to publish a retraction or disavowal of any published statement (via the same media outlet through which the statement was made).

7. The undersigned Settling Parties have represented and agreed that they are fully authorized to execute the Settlement Agreement on behalf of their respective clients, and their successor and assigns, which will be bound thereby.

8. The Settling Parties shall not appeal or seek rehearing, reconsideration or a stay of the Commission Order approving this Settlement Agreement in its entirety and without change or condition(s) acceptable to any Settling Party (or related orders to the extent such orders are specifically implementing the provisions of this Settlement Agreement).

9. The provisions of this Settlement Agreement shall be enforceable by any Settling Party first before the Commission and thereafter in any state court of competent jurisdiction as necessary.

10. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ACCEPTED and AGREED as of the 13th day of September, 2021.

INDIANA MICHIGAN POWER COMPANY

Steven F. Baker

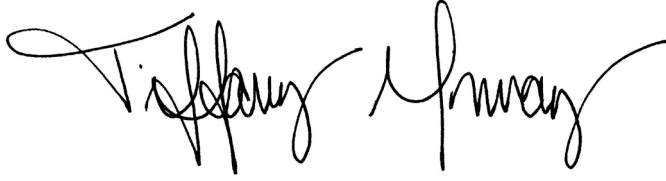
Steve Baker
I&M President and Chief Operating Officer
Indiana Michigan Power Center
Fort Wayne, Indiana 46802

AEP GENERATING COMPANY



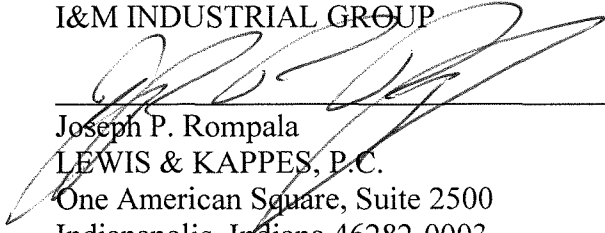
Paul Chodak III
AEG Vice President
1 Riverside Plaza
Columbus, Ohio 43215

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

A handwritten signature in black ink, appearing to read "Tiffany Murray". The signature is fluid and cursive, with the first name "Tiffany" written in a larger, more prominent script than the last name "Murray".

Randall Helmen, Chief Deputy Consumer Counselor
Tiffany Murray, Deputy Consumer Counselor
Office of Utility Consumer Counselor
115 West Washington Street, #1500S
Indianapolis, Indiana 46204

I&M INDUSTRIAL GROUP



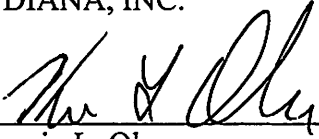
Joseph P. Rompala

LEWIS & KAPPES, P.C.

One American Square, Suite 2500

Indianapolis, Indiana 46282-0003

CITIZENS ACTION COALITION OF
INDIANA, INC.



Kerwin L. Olson
Citizens Action Coalition
1915 West 18th Street, Suite C
Indianapolis, Indiana 46202

CITY OF MARION, INDIANA, MARION MUNICIPAL UTILITIES,
AND THE CITY OF FORT WAYNE, INDIANA

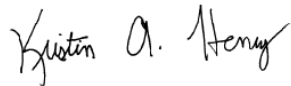


J. Christopher Janak
Nikki G. Shultz
Kristina Kern Wheeler
BOSE MCKINNEY &EVANS LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204

SIERRA CLUB

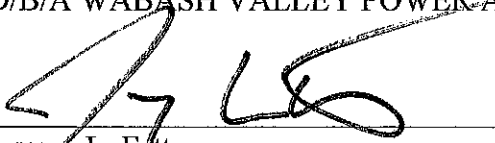


Kathryn A. Watson
Katz Korin Cunningham
The Emelie Building
334 North Senate Avenue
Indianapolis, IN 46204



Kristin A. Henry
Sierra Club
2101 Webster Street, Suite 1300
San Francisco, CA 94115

WABASH VALLEY POWER ASSOCIATION, INC.
D/B/A WABASH VALLEY POWER ALLIANCE

A handwritten signature in black ink, appearing to read 'J L Fetty', is written over a horizontal line.

Jeremy L. Fetty

Liane K. Steffes

PARR RICHEY

251 N. Illinois Street, Suite 1800

Indianapolis, IN 46204