

STATE OF INDIANA

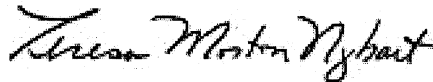
INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF INDIANAPOLIS )  
POWER & LIGHT COMPANY D/B/A AES )  
INDIANA PURSUANT TO IND. CODE 8-1-2.5- )  
5 AND 8-1.2.5-6 FOR THE COMMISSION TO )  
DECLINE TO EXERCISE JURISDICTION )  
OVER AND APPROVE AN ALTERNATIVE ) CAUSE NO. 45584  
REGULATORY PLAN FOR THE OFFERING )  
OF A CLEAN ENERGY SUBSCRIPTION )  
OPTION WITH FLAT MONTHLY BILLING )  
FOR RESIDENTIAL CUSTOMERS ("AES )  
INDIANA PLUS SUBSCRIPTION") )

SUBMISSION OF SETTLEMENT AGREEMENT

Petitioner, Indianapolis Power and Light Company, d/b/a AES Indiana ("AES Indiana" or "Petitioner"), by counsel, and on behalf of itself, the Indiana Office of Utility Consumer Counselor ("OUCC"), and Citizens Action Coalition of Indiana, Inc. ("CAC") (collectively the "Settling Parties" and individually "Settling Party"), and in accordance with the Indiana Utility Regulatory Commission's Docket Entry dated November 30, 2021 ("Nov. 30 Docket Entry"), respectfully submits the attached Stipulation and Settlement Agreement ("Settlement Agreement"). In accordance with the Nov. 30 Docket Entry, AES Indiana and OUCC will file testimony and attachments supporting the Settlement Agreement on or before December 27, 2021. The Settling Parties will file an agreed proposed order upon conclusion of the hearing.

Respectfully submitted on behalf of all Settling Parties,



Teresa Morton Nyhart (Atty. No. 14044-49)  
Jeffrey M. Peabody (Atty. No. 28000-53)  
Lauren Aguilar (No. 33943-49)  
Barnes & Thornburg LLP  
11 South Meridian Street

IURC  
JOINT  
EXHIBIT No. 1  
1-12-22  
DATE REPORTER

OFFICIAL  
EXHIBITS

Indianapolis, Indiana 46204

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ATTORNEYS FOR INDIANAPOLIS POWER & LIGHT  
COMPANY D/B/A AES INDIANA

**CERTIFICATE OF SERVICE**

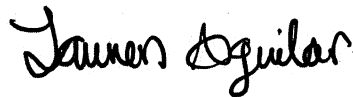
The undersigned certifies that the foregoing was served this 17th day of December, 2021 upon the following via electronic email, or First Class United States Mail, postage prepaid on:

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*Courtesy Copy to:*

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COMPANY D/B/A AES INDIANA

**STATE OF INDIANA**

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**STIPULATION AND SETTLEMENT AGREEMENT**

Indianapolis Power & Light Company d/b/a AES Indiana ("AES Indiana", "IPL" or "Company"), the Indiana Office of Utility Consumer Counselor ("OUCC"), and Citizens Action Coalition of Indiana, Inc. ("CAC") (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 relief sought by AES Indiana shall be approved as modified below and the terms and conditions set forth below represent a fair, just and reasonable resolution of the matters pending in this Cause, subject to their incorporation by the Indiana Utility Regulatory Commission ("Commission") into a final, non-appealable order ("Final Order")<sup>1</sup> 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.** The Settling Parties agree to Commission approval of the alternative regulatory plan ("ARP"), including partial declination of jurisdiction as set forth in Section 13 below, for AES Indiana's proposed offering of a clean energy subscription option with flat monthly billing ("*AES Indiana Plus* Subscription") for residential customers as follows:

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<sup>1</sup>"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.

1. **Subscription Offers.**

- a. A customer's Subscription Offer for an *AES Indiana Plus* Subscription will consist of the following:
  - i. a 12-Month Usage Projection.
  - ii. a Usage Adder that is capped at 4% of the 12-month Usage Projection.
  - iii. an Expected Rate.
  - iv. a Program Fee that is capped at 10% of the Expected Rate.
  - v. energy which will be 100% clean by utilizing AES Indiana's Green Power Initiative.
- b. Subscribers who have a material reduction in their energy usage (actual usage for the most recent consecutive three-month period is 15% less than the projected usage for the same consecutive three-month period) will receive a new, lower Subscription Offer. Subscribers who have a material increase in their energy usage (actual usage is 45% greater than projected usage for one month or actual usage for the most recent consecutive three-month period is 15% greater than the projected usage for that same consecutive three-month period) will receive a new Subscription Offer. If the Subscriber does not accept the new Subscription Offer, the Subscriber will be removed from their Subscription without a Termination Fee.
- c. The pricing parameters enumerated in Section 1a and b shall not be changed during the term of the pilot without Commission approval and are excluded from the terms of Subscription that may be changed in Section 6 below. In addition, the terms of this Settlement Agreement set forth in Sections 2 through 7 shall not be subject to change during the term of the pilot without Commission approval and are also excluded from the terms of Subscription that may be changed in Section 6 below.

2. **Enrollment Process.**

- a. During the enrollment process Subscribers will be presented with screenshots that will:
  - i. inform Subscribers that their energy will be 100% clean by utilizing AES Indiana's Green Power Initiative;
  - ii. inform Subscribers that the Subscription Offer is a flat monthly cost with no true-up;
  - iii. display their highest, lowest, and average bill under the AES Indiana tariff for the preceding 12 months;
  - iv. display the flat monthly bill amount for the Subscription;
  - v. on the same page as item (iv), display the numerical Budget Bill offering amount with true-up, 100% Green Power and monthly charge for auto payment enrollment and present a link to the Budget Bill + Green Power enrollment page within the App so that customers may see details;
  - vi. inform Subscribers there will be automatic payments with the Subscription but will not suggest that automatic payments are available only via Subscription; and
  - vii. address frequently asked questions.
- b. Subscribers will also be required to acknowledge in clear, conspicuous, and succinct language that the Subscriber has reviewed the Terms and Conditions and Privacy Policy in entirety.
- c. Subscribers will also be required to acknowledge in clear, conspicuous, and succinct language:
  - i. that the *AES Indiana Plus* Subscription is not intended to be the lowest cost offering;
  - ii. a Usage Adder (that will not exceed 4%) and Program Fee (that will not exceed 10%) are incorporated in their Subscription Offer;

- iii. that there is a Termination Fee of \$50
- iv. that the Subscription contract term is for one year; and
- v. that there is an auto-renewal at the end of the Subscription.

The screen shot illustrations included with the rebuttal testimony of Sharon Schroder, Attachment SRS-4R, will be updated to reflect this Settlement Agreement and will be included with AES Indiana's testimony in support of the Settlement Agreement.

3. **Subscriber Usage Information.** Subscribers will have access to the projected monthly kWh usage that is used for their Subscriber Offer. Subscribers will also have access via the Plus App and the AES Indiana website to their AES Indiana accounts to review their usage and standard utility bills (current and historical). Subscribers will be able to request a copy of their *AES Indiana Plus* Subscription billing history via the *AES Indiana Plus* App. Subscribers will be sent a notification when their monthly usage is less than or greater than 10% of projected usage for a month.

4. **Enrollment, Reenrollment & Grace Periods.**

- a. Upon enrollment, a Subscriber will be sent a welcome email and will receive a subscription payment confirmation email upon first subscription payment. A Subscriber will have a fourteen (14) day grace period from the date of a Subscriber's initial enrollment (welcome email date) during which the Subscriber may terminate the subscription without Termination Fee. The welcome email will inform the Subscriber of the fourteen (14) day grace period and will also provide to the customer a breakdown of the monthly projected usage reflected in the Subscription Offer.
- b. Subscribers will be automatically reenrolled in the *AES Indiana Plus* Subscription as proposed by AES Indiana. Subscribers will receive four (4) notifications prior to and on the day the Subscriber is reenrolled:
  - i. Forty-five (45) days prior to reenrollment a Subscriber will be notified of the upcoming reenrollment.
  - ii. Thirty (30) days prior to reenrollment a Subscriber will be informed of

their new Subscription Offer that will start the next month. This notification will include the information enumerated in Section 2a above.

- iii. On the day of the reenrollment a Subscriber will be sent a welcome email similar to the email sent when Subscriber first enrolled.
- iv. On the day that the first month's Subscription payment is charged a Subscriber will also be sent an email informing the Subscriber that the new Subscription Offer has been charged.
- c. These notifications will be sent by email and by text message to the Subscribers. As technology develops, these notifications will also be provided within the App.
- d. Once reenrolled, a Subscriber will have a thirty (30) day grace period from the date of reenrollment, during which the Subscriber may terminate their *AES Indiana Plus* Subscription without Termination Fee. The welcome email will inform the Subscriber of this grace period and will also provide to the customer a breakdown of the monthly projected usage reflected in the Subscription offer.

**5. Termination Terms.** AES Indiana agrees to charge a flat \$50.00 Termination Fee. The Termination Fee shall only be applied when a Subscriber voluntarily terminates their Subscription. The Termination Fee shall not apply when a Subscriber:

- a. is removed from the program for excessive usage.
- b. completes the Subscription period and does not renew.
- c. leaves the AES Indiana service territory and is no longer eligible for the *AES Indiana Plus* Subscription program.
- d. moves to another location within AES Indiana's service territory and chooses not to enroll or does not receive a new Subscription Offer.
- e. objects to a change in the Subscription Terms and Conditions.
- f. does not accept a new Subscription Offer.
- g. is a LIHEAP participant or LIHEAP qualified customer in the most recent 12 month period.



6. **Terms and Conditions and Terms of Service.**

- a. AES Indiana shall update the Terms and Conditions of the *AES Indiana Plus Subscription* to reflect this Settlement Agreement. The Settling Parties otherwise agree to the Terms and Conditions of the *AES Indiana Plus Subscription* program and the Terms of Service of the *AES Indiana Plus App* as presented in the Rebuttal testimony of Sharon Schroder AES Indiana Attachment SRS-2R and AES Indiana Attachment SRS-3R respectively.
- b. AES Indiana agrees not to change the Terms and Conditions of a Subscriber's contract without Subscriber notification. The notification will identify the change for the Subscriber. Such notification shall be provided via email and will inform the Subscriber of the ability to terminate their subscription with no Termination Fee if the Subscriber objects to a change in the Subscription Terms and Conditions.
- c. If a Subscriber wishes to terminate their Plus Subscription contract after a change in the Subscription Terms and Conditions, the Subscriber will be allowed to exit without a Termination Fee.
- d. Notwithstanding the foregoing, the matters enumerated in Section 1c shall not be subject to change during the term of the term of the pilot without Commission approval.

7. **Late fees.** Late fees for the *AES Indiana Plus Subscription* will mirror those of AES Indiana and AES Indiana's late fees will continue to be governed by the IURC through 170-IAC-4-1-13 Bills (c), which states: "A utility service bill shall be issued as a net bill. A bill is considered delinquent unless payment is received within seventeen (17) days after the initial bill is postmarked. A delinquent bill may be assessed a late payment charge. The late payment charge shall not exceed ten percent (10%) of the first three dollars (\$3) and three percent (3%) of the excess of three dollars (\$3). In order for a utility to assess a late payment charge, the charge must be included in the utility's schedule of rates, tolls, or charges on file and approved by the commission."

**8. Customer Support and Dispute Resolution.**

- a. Subscribers will have the same customer protections and dispute resolution pathways that are available to AES Indiana customers today, including the Commission's Consumer Complaints Division. Under the terms of the ARP, AES Indiana appears before the Commission in any customer complaint proceeding and shall be the party responsible for complying with the Commission's decision regarding any customer complaint.
- b. AES Indiana will work with customers to resolve their concerns regarding the Subscription or the Plus app. Subscribers will have access to Plus customer support via the Plus App to facilitate resolving questions regarding the Plus app and the Subscription, including billing concerns. Subscribers will also continue to have access to AES Indiana customer service. AES Indiana will remain responsible for the provision of service. To the extent a Subscriber has a question or concern regarding their service (e.g. service interruption or reliability), AES Indiana will address the Subscriber concern in the same way the Company addresses such concerns for non-subscriber customers.
- c. Should a billing error occur, Uplight will make every effort to resolve the error within the month the error occurs. Consistent with 170 IAC 4-1-14, should a Subscription billing error be identified, the bill will be adjusted to the known date of the error up to a period of one year (*i.e.* the term of the Subscription), whichever period is shorter. As set forth in Attachment SRS-3R, pp. 9-10), AES Indiana and Uplight reserve the right to temporarily suspend the App to fixed technical issues. In such event, Subscriber will be informed accordingly and there will not be any late charges/ termination fees.

**9. Budget Billing and Green Power Initiative Rider.** AES Indiana agrees to continue to offer its current Budget Billing option and the Green Power Initiative Rider for at least the initial term of the *AES Indiana Plus* Subscription.

**10. Reporting Metrics and Targets.**

- a. AES Indiana agrees to file public annual reports commencing one month after

the end of first calendar year following an Order in this Cause. AES Indiana agrees to include in each public annual report the metrics and target ranges set forth below:

Metrics:

- i. Number of Subscribers.
- ii. Percent of Subscribers enrolled who adopt DSM.
- iii. Number of Subscribers who exit.
- iv. Number of Subscribers who involuntarily exit (by cause).
- v. Termination Fees assessed.
- vi. Number of Subscribers who re-enroll/did not re-enroll.
- vii. Comparison of average usage for Subscribers and non-subscribers.
- viii. Total amounts collected from Subscribers by month (which will indicate the total amount paid by Subscribers).
- ix. Total amounts paid to AES Indiana by month (which will indicate the total amounts that would have been due from Subscribers under the tariff based billing).

Target ranges:

- i. 5,000 Subscribers trending upward by year one, with 3,000 new Subscribers in years 2 and 3.
  - ii. 60% renewal rate trending upward throughout the pilot program's term.
- b. AES Indiana will provide the data underlying the foregoing metrics to the Settling Parties and Commission upon request subject to the protection of any confidential and proprietary information. AES Indiana agrees to work with the Settling Parties to provide workpapers in a format that may be filed publicly.
  - c. AES Indiana will use the metrics to better iterate and adapt the Subscription offering to improve the customer experience and provide transparency to the program outcomes during the pilot. AES Indiana will use the target ranges to

evaluate the pilot program's success or usefulness.

- d. This reporting requirement will apply during the life of the pilot. The Settling Parties agree to further discuss whether this reporting requirement will continue following the initial term of the program.

**11. Possible Extension of the ARP.** Should AES Indiana wish to continue the *AES Indiana Plus* Subscription offering beyond the pilot period, AES Indiana will petition the Commission for authority to do so. No later than six months prior to the end of the third year of the program (i.e., no later than 30 months after AES Indiana's initial enrollment period begins), AES Indiana will notify the other Settling Parties of its plan to renew, modify, or terminate the *AES Indiana Plus* Subscription and this ARP.

**12. Use of Uplight As Digital Payments Services Provider.**

- a. Customer Confidential Information shall be treated as set forth in the Master Services Agreement on file with the Commission and included in this docket as AES Indiana Attachment SRS-1R. More specifically, as stated in Section 10.5 of the Master Services Agreement, AES Indiana retains full ownership of all Confidential Customer Information (which is defined in Section 10.6 of this agreement). As stated in the Master Services Agreement (AES Indiana Attachment SRS-1R, Sections 10.4 and 10.6), Uplight is limited to using customer data solely for the purpose of providing the Services contemplated under the agreement with AES Indiana and is required to use reasonable security methods to protect access to Customer's Confidential Information. As stated in Section 10.6 of the agreement, Uplight "represents and warrants that it shall only use Confidential Consumer Information for i) in the performance of its duties under this Contract, and ii) for the purpose of creating aggregated data which the Company (Uplight) uses to enhance its services to Company and Company's other customers." Customers' personal information will only be used by Uplight in the performance of the subscription services, but may be used in aggregated form only, for use in enhancing services to AES Indiana and/or Uplight's other customers.
- b. AES Indiana agrees not to sell, share, or otherwise distribute any customer

specific information obtained through customers' participation in the *AES Indiana Plus* Subscription Program.

- c. AES Indiana will require Uplight, an AES Indiana affiliate, to make AES Indiana a third party beneficiary to the Subscriber subscription agreement so as to allow AES Indiana to enforce the terms of the ARP and any Commission decision regarding customer complaints and so as to allow any Subscriber to enforce the terms of the subscription against AES Indiana.
- d. AES Indiana will look to its affiliate and not to the Subscriber for payment of the Subscriber's tariff-based bills during the Subscriber's participation in the *AES Indiana Plus* Subscription. Thus, in the event the affiliate receiving Subscriber fixed fee payments breaches its agreement to pay to AES Indiana the amount reflected in the Subscriber's tariff bills or files bankruptcy, AES Indiana agrees that it shall not seek such payment from its Subscriber customers and any Subscriber customer shall not be subject to disconnection of service as a result of the affiliate's failure to make a required payment to AES Indiana. However, if a Subscriber fails to pay the Plus Subscription fixed fee, the Subscriber's subscription will be terminated and the Subscriber will revert back to being a tariffed AES Indiana customer responsible for paying the customer's tariff based bill and subject to disconnection in accordance with AES Indiana's tariff.
- e. Within 30 days of the signing of this Settlement Agreement, AES Indiana will negotiate an amendment to the affiliate agreement to reflect these commitments and to circulate the amendment to the other Settling Parties for input prior to finalizing it. AES Indiana will file the amended affiliate agreement with the Commission in accordance with Ind. Code § 8-1-2-49.
- f. AES Indiana agrees that an extension of the *AES Indiana Plus* Subscription offering beyond the three-year pilot term that continues to use the third-party vendor design will be subject to competitive solicitation through a request for proposals ("RFP"). AES Indiana agrees to allow the other Settling Parties to review and comment on the RFP before it is issued and to review the RFP bids

(subject to confidentiality). AES Indiana agrees to meet twice with the other Settling Parties during RFP process, once before the RFP is issued and once before a selection is made. AES Indiana reserves the right to make the final selection of a vendor. The Settling Parties agree Uplight may bid into the RFP.

- g. The Settling Parties agree any new affiliate agreement or amendments to the existing affiliate agreements regarding the *AES Indiana Plus* App and *AES Indiana Plus* Subscription shall be filed with the Commission in accordance with Ind. Code § 8-1-2-49. Further, any transactions involving the purchase of goods or services will be conducted in accordance with the Commission's pricing provisions for affiliate transactions, such that AES Indiana will charge the higher of cost or market price when AES Indiana sells non-power goods or services to Uplight, and AES Indiana will not purchase non-power goods or services from Uplight at a cost higher than market.
- h. AES Indiana agrees that no charges from an affiliate agreement with Uplight for the *AES Indiana Plus* App will be included in rates without specific Commission approval.

**13. Declination of Jurisdiction.** The Commission will decline jurisdiction over AES Indiana's offering of the optional Plus Subscription solely to the extent necessary to allow the Company to offer the Plus Subscription based on the streamlined procedures for entering into custom contracts with customers so long as those agreements comply with the pricing procedures enumerated in Section 1 above and the alternative procedures for entering into customer specific agreements set forth in the ARP as modified by this Settlement Agreement. The Commission shall retain all of its jurisdiction: to enforce the terms of the ARP; to review affiliate transactions; to conduct investigations; and to hear customer complaints, including its jurisdiction under Ind. Code § 8-1-2-49 (affiliate transactions), Ind. Code § 8-1-2-58 and 59 (investigations); and 170 IAC 16 (customer complaints).

**14. Other.** All other terms and conditions of the *AES Indiana Plus* Subscription not addressed in this Settlement Agreement shall be approved as set forth in AES Indiana's Petition and case-in-chief and rebuttal testimony and attachments. In the event of a conflict

between a) the Terms and Conditions of the *AES Indiana Plus* Subscription and the Terms of Service of the *AES Indiana Plus* App; and b) the terms of the ARP as modified by this Settlement Agreement and approved by the Commission, the Commission's Order shall control.

**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.

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, 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 with condition(s) unacceptable to any Settling Party, the Settlement and supporting evidence shall be withdrawn and the Commission will continue to hear the matters pending in this Cause 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.

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) unacceptable 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.

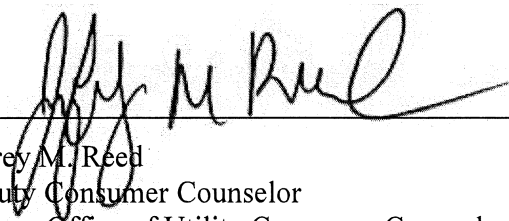
**ACCEPTED and AGREED as of the 17<sup>th</sup> day of December, 2021.**

INDIANAPOLIS POWER & LIGHT COMPANY d/b/a AES Indiana



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Chad A. Rogers, Senior Manager, AES Indiana Regulatory and RTO Policy  
Indianapolis Power & Light Company d/b/a AES Indiana  
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\_\_\_\_\_

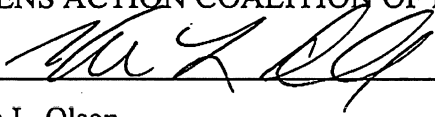
INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR



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Indianapolis, Indiana 46204

CITIZENS ACTION COALITION OF INDIANA, INC.

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

Kerwin L. Olson  
Citizens Action Coalition  
1915 West 18<sup>th</sup> Street, Suite C  
Indianapolis, Indiana 46204