

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

JOINT PETITION OF INDIANA MICHIGAN )  
POWER COMPANY (I&M) AND AEP )  
GENERATING COMPANY (AEG) FOR CERTAIN )  
DETERMINATIONS WITH RESPECT TO THE )  
COMMISSION'S JURISDICTION OVER THE )  
RETURN OF OWNERSHIP OF ROCKPORT UNIT ) CAUSE NO. 45546  
2 AND FOR THE CREATION OF A SUBDOCKET )  
TO ADDRESS ASSOCIATED ACCOUNTING )  
AND RATEMAKING MATTERS, OR IN THE )  
ALTERNATIVE ISSUANCE OF A CERTIFICATE )  
OF PUBLIC CONVENIENCE AND NECESSITY. )

**JOINT PETITIONERS' SUBMISSION  
OF REVISION TO DIRECT TESTIMONY**

Indiana Michigan Power Company and AEP Generating Company (Joint Petitioners), by counsel, hereby submits the attached revision to the direct testimony of Joint Petitioners' witness Toby L. Thomas. More specifically, page 7 of Mr. Thomas' direct testimony has been revised to include the text associated with footnote 2, which was inadvertently omitted from the original filing.

A redline showing the change is attached hereto, along with a complete clean copy of Mr. Thomas' direct testimony.

Respectfully submitted,



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and AEP GENERATING COMPANY

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing was served this 14th day of May, 2021, via email transmission to:

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AND AEP GENERATING COMPANY

**Q14. Has the Lease been the subject of litigation between I&M, AEG and the Owner Trust?**

Yes. In 2013, the Owner Trust filed a lawsuit regarding the Lease in the United States District Court for the Southern District of Ohio, Eastern Division. The litigation involved the terms of the Lease and the requirement of the Third Joint Modification to Consent Decree that flue gas desulfurization systems (FGDs or “scrubbers”) be installed and in operation on one unit of the Rockport Plant by December 31, 2025 and on the other unit by December 31, 2028. After I&M and AEG prevailed at the trial court level on summary motions regarding many of the contested issues, the Owner Trust dismissed the remaining claims with prejudice and filed an appeal of the trial court’s ruling. Upon appeal, the Sixth Circuit reversed the trial court’s ruling and remanded the matter for further proceedings. The parties requested and received a stay of the proceedings to facilitate confidential discussions.<sup>2</sup>

**Q15. When does the Lease end?**

The Lease will terminate on December 7, 2022 because I&M and AEG timely provided in November 2020 an irrevocable notice to the Owner Trust that the Lease would not be extended.

### III. The Agreement

**Q16. How did I&M, AEG and the Owner Trust proceed after the notice was given?**

I&M, AEG and the Owner Trust began confidential discussions regarding the manner in which I&M would operate the unit after the end of the Lease on behalf of the Owner Trust, in accordance with a post-Lease operating agreement entered into at the time of the sale and leaseback transaction. The discussions included expected operational issues such as scheduling and dispatch protocols, bidding the unit into the PJM capacity markets, and establishing capital investment plans.

<sup>2</sup> The litigation was initially filed in New York and transferred to the Ohio court at its inception and has now been dismissed without prejudice pending the closing of the Transaction, which closing would make the litigation moot.

I&M Exhibit: \_\_\_\_\_

**INDIANA MICHIGAN POWER COMPANY**

**PRE-FILED VERIFIED DIRECT TESTIMONY**

**OF**

**TOBY L. THOMAS**

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**DIRECT TESTIMONY OF TOBY L. THOMAS  
ON BEHALF OF  
INDIANA MICHIGAN POWER COMPANY**

**I. Introduction of Witness**

**Q1. Please state your name and business address.**

My name is Toby L. Thomas and my business address is Indiana Michigan Power Center, P.O. Box 60, Fort Wayne, IN 46801.

**Q2. By whom are you employed and in what capacity?**

I am employed by Indiana Michigan Power Company (I&M or Company) as its President and Chief Operating Officer.

**Q3. Briefly describe your educational background and professional experience.**

I hold a Bachelor of Science Degree in Mechanical Engineering from the Rose Hulman Institute of Technology. I joined American Electric Power Company, Inc. (AEP) in 2001 as a project engineer involved in the development and optimization of competitive power generation and industrial steam generation projects across the United States. I have performed various roles of increasing responsibility including serving as the Managing Director for Kentucky Power, Gas Turbine and Wind Generation.

In 2013, I was named Vice-President Competitive Generation for AEP Generation Resources, where I was responsible for the safe, efficient, and environmentally compliant operation of AEP's competitive generating assets – *i.e.*, the AEP plants that are not part of a vertically integrated AEP operating company. I became President and Chief Operating Officer of I&M on January 1, 2017.

1   **Q4.   What are your responsibilities as Chief Operating Officer?**

2           I am responsible for the safe, reliable, and efficient day-to-day operation of I&M,  
3           which is an operating company subsidiary of AEP. I am accountable and  
4           responsible for I&M's financial performance and the quality of the services we  
5           provide to our customers.

6                     My responsibilities include I&M's community involvement and economic  
7           development, and ensuring compliance with federal regulatory and statutory rules,  
8           as well as laws of Indiana and Michigan, the states comprising the Company's  
9           electric service territory. Essentially, I am accountable for the Company's  
10          distribution, customer service, transmission, and generation functions to provide  
11          safe, adequate and reliable service to I&M's customers.

12   **Q5.   Have you previously testified before any regulatory commissions?**

13          Yes. I provided testimony in I&M's two most recent rate cases before the Indiana  
14          Utility Regulatory Commission (IURC or Commission) docketed as Cause Nos.  
15          45235 and 44967. I also provided testimony in Michigan Public Service  
16          Commission (MPSC) Case Nos. U-20359, U-18370 and U-18092. I also testified  
17          before the Public Utilities Commission of Ohio in Case Nos. 14-1693-EL-RDR et  
18          seq. on behalf of Ohio Power Company.

19   **Q6.   What is the purpose of your testimony?**

20          My testimony supports I&M's and AEP Generating Company's (AEG; collectively  
21          Petitioners) request to be authorized to acquire the ownership interests in Unit 2  
22          of the Rockport Generating Station (Rockport Unit 2) expeditiously, while deferring  
23          without prejudice the question of whether costs associated with reacquiring and  
24          operating Rockport Unit 2 after the end of the lease will be included in I&M's  
25          ongoing costs of serving retail customers in Indiana.

26                     I will provide background information about Rockport Unit 2, including the  
27          sale and leaseback of the unit (the Lease) to and from certain financial institutions



1 (Equity Participants; collectively Owner Trust). I will also describe the key  
2 elements of the agreement under which I&M and AEG will reacquire ownership  
3 after the Lease ends in December 2022 (the Agreement or the Transaction).

4 My testimony, along with the testimonies of Tim Kerns and Franz Messner,  
5 will demonstrate that I&M has the requisite managerial, operational, and financial  
6 abilities to continue to safely and reliably operate Rockport Unit 2 primarily as a  
7 capacity resource until it retires no later than December 2028. I will also describe  
8 the benefits that led I&M and AEG to recognize that there is merit for them to  
9 exclusively control the operation of and investment in the unit.

10 Last, I will outline a proposed two-step process for expeditiously reviewing  
11 and granting the request for approval to own the resource, while preserving the  
12 ability of the Commission and all concerned to thoroughly review the question of  
13 whether and how ownership of Rockport Unit 2 would be reflected in I&M's retail  
14 cost of serving Indiana customers.

15 **Q7. Are you sponsoring any attachments?**

16 Yes. I am sponsoring the following Attachments:

- 17 • Attachment TLT-1, which is a copy of the Petition in this Cause. As the  
18 Petition has been filed separately it is not reproduced with my testimony but  
19 will be offered into evidence with my testimony at the hearing in this Cause.
- 20 • Attachment TLT-2 (Confidential), a Trust Interests Purchase Agreement  
21 (TIPA) that is representative of all of the Trust Interest Purchase

1                   Agreements.<sup>1</sup> The TIPAs are the Agreements under which I&M and AEG  
2                   will reacquire ownership of Rockport Unit 2 from the Owner Trust.

3   **Q8.   Were the attachments that you sponsor prepared or assembled by you or**  
4   **under your direction?**

5                   Yes.

6   **Q9.   What are the companies requesting in this proceeding?**

7                   As described in Attachment TLT-1, at this time, I&M and AEG are simply requesting  
8                   the legal ability to reacquire ownership of Rockport Unit 2. The foundational act of  
9                   obtaining the legal ability to reacquire the unit is a prerequisite to moving forward and  
10                  closing the Transaction. This matter is time sensitive; therefore, Petitioners are  
11                  seeking approval to complete this first step now, while deferring without prejudice to  
12                  a second step the question of whether the costs of purchasing and operating  
13                  Rockport Unit 2 after the end of the Lease will be approved for inclusion in I&M's  
14                  Indiana jurisdictional cost of service.

15                  Accordingly, Petitioners ask the Commission to bifurcate this proceeding into  
16                  two phases. The first phase would determine whether I&M and AEG will be able to  
17                  legally own Rockport Unit 2 again and the second phase, which would only proceed  
18                  upon an affirmative order in the first phase, would determine whether and to what  
19                  extent the costs of purchasing and operating Rockport Unit 2 after the end of the  
20                  Lease will be included in I&M's Indiana jurisdictional cost of service.

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<sup>1</sup> Petitioners entered into individual agreements with each of the Equity Participants that are identical but for the name of each Equity Participant and the purchase price attributable to that Equity Participant.

**II. Current Status of Rockport Unit 2****Q10. Please describe the Rockport Generating Station.**

The Rockport Generating Station (Rockport Plant) is a coal-fired generating station located in Spencer County, Indiana that consists of two units. The nominal generating capacity of Rockport Unit 1 is 1320 MW and Rockport Unit 2 is 1300 MWs. The units were placed in service in 1984 and 1989, respectively, and have been efficient and reliable performers for I&M and its customers. Approximately 174 people are currently employed at the Rockport Plant.

**Q11. Please explain who controls the power generated by the Rockport Plant.**

I&M and AEG are jointly responsible for the two Rockport units. Like I&M, AEG is a subsidiary of AEP that was found to be a public utility in Indiana in Cause No. 37602. Currently, AEG sells 70% of its 50% share of the Rockport Plant's capacity and energy to I&M under a Unit Power Agreement (UPA) and the remaining 30% to Kentucky Power Company (KPCo), an operating company affiliate of I&M. All told, I&M currently owns or purchases 85% of the capacity and energy of both units at the Rockport Plant, which amounts to 2227 MWs of the plant's nominal 2620 MWs. After the end of the Lease, I&M would own or purchase 100% of the capacity and energy of both units after reacquisition because the UPA between I&M and AEG will remain in effect and the agreement with KPCo will expire.

**Q12. Do I&M and AEG currently own Rockport Unit 2?**

No. In 1989, I&M and AEG sold Rockport Unit 2 to the Owner Trust, a group of unaffiliated, non-utility investors, who in turn agreed to lease the unit back to I&M and AEG. I&M and AEG received approval on March 30, 1989 in Cause Nos. 38690 and 38691 of the sale and leaseback transaction for Rockport Unit 2 (the Lease). That year, I&M and AEG sold Rockport Unit 2 to the Owner Trust and leased Rockport Unit 2 back for 33 years. That said, as a practical matter, I&M has operated Rockport Unit 2 under the Lease for more than thirty years as if they owned the unit.

**Q13. Please generally describe the Lease.**

I&M and AEG lease the generating unit from the Owner Trust and are entitled to the output of the unit in consideration of annual Lease payments to the Owner Trust. During the term of the Lease, I&M and AEG are responsible for installing, owning and operating major environmental controls to assure that the unit complies with all regulations.

The Lease also provides for an early termination of the Lease in the event that Rockport Unit 2 is “economically obsolete.” If the Lease is terminated early due to obsolescence, I&M is required by the terms of the Lease to pay the Owner Trust an amount referred to in the Lease as Termination Value, which is a calculable amount intended to essentially make the Owner Trust whole for the loss of the lease payments. For example, had the Lease been terminated as of January 1, 2020 due to becoming economically obsolete, the Termination Value owed by I&M and AEG to the Owner Trust would have been approximately \$716 million.

The Lease provides for the potential extension of the Lease and does not contain a buyout provision.

**Q14. Has the Lease been the subject of litigation between I&M, AEG and the Owner Trust?**

Yes. In 2013, the Owner Trust filed a lawsuit regarding the Lease in the United States District Court for the Southern District of Ohio, Eastern Division. The litigation involved the terms of the Lease and the requirement of the Third Joint Modification to Consent Decree that flue gas desulfurization systems (FGDs or “scrubbers”) be installed and in operation on one unit of the Rockport Plant by December 31, 2025 and on the other unit by December 31, 2028. After I&M and AEG prevailed at the trial court level on summary motions regarding many of the contested issues, the Owner Trust dismissed the remaining claims with prejudice and filed an appeal of the trial court’s ruling. Upon appeal, the Sixth Circuit reversed the trial court’s ruling and remanded the matter for further proceedings. The parties requested and received a stay of the proceedings to facilitate confidential discussions.<sup>2</sup>

**Q15. When does the Lease end?**

The Lease will terminate on December 7, 2022 because I&M and AEG timely provided in November 2020 an irrevocable notice to the Owner Trust that the Lease would not be extended.

### **III. The Agreement**

**Q16. How did I&M, AEG and the Owner Trust proceed after the notice was given?**

I&M, AEG and the Owner Trust began confidential discussions regarding the manner in which I&M would operate the unit after the end of the Lease on behalf of the Owner Trust, in accordance with a post-Lease operating agreement entered into at the time of the sale and leaseback transaction. The discussions included expected operational issues such as scheduling and dispatch protocols, bidding the unit into the PJM capacity markets, and establishing capital investment plans.

<sup>2</sup> The litigation was initially filed in New York and transferred to the Ohio court at its inception and has now been dismissed without prejudice pending the closing of the Transaction, which closing would make the litigation moot.

**Q17. What was the result of those discussions?**

Because the discussions are confidential, I am not able to go into detail about them. I can say that discussions were handled professionally, held in good faith and proceeded expeditiously. However, the subject matters are complicated and rife with potential disagreements. For example, a significant issue known publicly involves the need to comply with the Effluent Limitation Guideline regulations (ELG) established by the Environmental Protection Agency (EPA) "as soon as possible." (40 CFR §423.13(k)(1)(i))

As the discussions evolved, it became clear to I&M and AEG that operating the unit for the Owner Trust would create significant risks for I&M and its customers. Although the Lease itself did not contain a buyout provision, it became apparent to I&M and AEG that there would be significant advantages to I&M and AEG regaining exclusive control over the unit. Accordingly, I&M and AEG negotiated the Agreement, which will allow them to reacquire Rockport Unit 2 at the end of the Lease.

**Q18. Please summarize the agreement between I&M, AEG and the Owner Trust.**

Essentially, I&M and AEG have agreed to pay the Owner Trust a total of \$115.5 million to take over the interests of the Equity Participants in the Owner Trust at the closing of the transaction in December 2022 (Closing Date). I&M would then immediately extinguish the Owner Trust, which would return ownership of Rockport Unit 2 to I&M and AEG in the same form as they turned over ownership of the unit to the Owner Trust more than thirty years ago.

Under the Agreement, I&M and AEG would be able to commit immediately and unconditionally, without waiting until the Closing Date, that the unit would be able to comply with federal requirements under the ELG by retiring Rockport Unit 2 no later than December 2028. The ability to make that commitment now, without waiting for the Closing Date, will allow I&M and AEG to avoid investing more than \$50 million in an ELG compliance project. If the transaction does not close, I&M

1 will cooperate with the Owner Trust, if requested, to revisit the ELG compliance  
2 plan in a manner that could allow the Owner Trust to operate Rockport Unit 2 after  
3 December 2028.

4 I&M will also be able, prior to the Closing Date, to commit Rockport Unit 2  
5 as a capacity resource to meet its obligations as a member of PJM Interconnection,  
6 LLC (PJM), a regional transmission organization (RTO), that will be in effect after  
7 the end of the Lease. If the transaction does not close, I&M will reimburse the  
8 Owner Trust for the value of the capacity that was foregone by the Owner Trust  
9 due to not participating in the PJM Reliability Pricing Model capacity market.

10 I&M will also be able to make capital investments in the unit before the  
11 Closing Date in a manner that recognizes I&M's intention to retire the unit no later  
12 than December 2028.

13 The Agreement also provides for the immediate dismissal without prejudice  
14 of the litigation between the Owner Trust and I&M. If the transaction closes, all  
15 claims that the Owner Trust may have had against I&M prior to the Closing Date  
16 will be released. If the transaction does not close, the Owner Trust will be  
17 permitted to reinstate the litigation.

18 The Agreement also provides that, until the Closing Date, the terms and  
19 conditions of the Lease and other sale-leaseback transaction documents  
20 (participation agreement, operating agreement and related documents) continue  
21 in full force and effect, including I&M and AEG's respective obligations with respect  
22 to the Lease payments and the operation and maintenance of the unit.

23 **Q19. Are there any conditions on being able to close the Transaction as of the**  
24 **Closing Date?**

25 Yes, but very few because the Agreement could only have been reached if it was  
26 clear to the parties that the intended outcome of the Agreement would be achieved  
27 and be certain as soon as possible. Limiting the number of conditions that could  
28 keep the Agreement from closing to those that are necessary and essential

1 reduces the risk that the Transaction will not be completed. Mitigating that risk  
2 guards against the parties having to regroup and take a different path to achieve  
3 their objectives and protect their interests within the time remaining before the  
4 Lease ends. Therefore, it is important for the parties to know as soon as  
5 reasonably possible if a condition to closing would be met to allow as much time  
6 as reasonably possible to take a different course.

7 Because the Closing Date would not occur for more than a year after the  
8 Agreement was executed, the Transaction is not required to close if there has been  
9 a change in law that prohibits the closing of the Agreement, or if there has been  
10 and Event of Loss at the unit, which essentially means that there has been a  
11 catastrophic loss of the unit. Also, it is a condition of closing that I&M and AEG  
12 receive all of the interests of the various Equity Participants so that they own 100%  
13 of the unit and that any liens against the Owner Trust have been released.

14 An important condition to closing for the purposes of this proceeding is that  
15 I&M must receive permission to reacquire Rockport Unit 2 by an order of the  
16 Commission issued on or before December 16, 2021. Similarly, I&M must have  
17 received authority from the Federal Energy Regulatory Commission (FERC) on or  
18 before December 16, 2021. It is important to note that the permission required  
19 from the Commission in order to close is simply the ability to own the unit; receiving  
20 approval to include the costs of owning and operating the unit in I&M's retail rates  
21 for electric service is not a condition for closing.

22 These closing conditions, known as Required Governmental Approvals, are  
23 necessary and essential because I&M and AEG would not and could not close on  
24 the transaction unless they know they are legally able to own the unit. Therefore,  
25 because time is of the essence, the Agreement balances the need to provide the  
26 commissions with time to consider the relief requested from them by I&M and AEG  
27 to the fullest extent possible with the need for the parties to know as soon as  
28 possible whether the Required Governmental Approvals closing conditions will be  
29 met.



1           Accordingly, the Agreement is subject to termination if the Required  
2           Governmental Approvals are not received on or before December 16, 2021 in a  
3           form that is not materially adverse to I&M, AEG or the Equity Participants. If the  
4           Agreement were terminated at the end of 2021, the Owner Trust, I&M and AEG  
5           would need to conclude negotiations on the complicated operational issues before  
6           the lease expires at the end of 2022.

#### IV.    I&M and AEG's Planned Ownership of Rockport Unit 2

7   **Q20. Do I&M and AEG have the managerial, technical and financial abilities to own**  
8   **Rockport Unit 2 and operate it safely and reliably?**

9           Yes. I&M has been operating Rockport Unit 2 for more than thirty years, along  
10          with operating its twin unit, Rockport Unit 1, and has a proven track record of  
11          successfully operating the unit safely and reliably. The testimony of Tim Kerns  
12          further details the technical and operational acumen of I&M when it comes to  
13          operating Rockport Unit 2. In addition, I&M and AEG are financially capable of  
14          reacquiring the unit at the price set by the Agreement and operating it efficiently  
15          and effectively. The testimony of Franz Messner describes the financial ability of  
16          I&M and AEG to reacquire Rockport Unit 2. We have shown that we can operate  
17          Rockport Unit 2 effectively for decades and I am confident we have the ability to  
18          do so as the unit winds down its last years of operation.

1 **Q21. Are there benefits to I&M and AEG owning and controlling Rockport Unit 2**  
2 **regardless of whether it is included in retail cost of service?**

3 Yes. Obtaining exclusive control of Rockport Unit 2 allows I&M and AEG to wind  
4 down the operation of the unit with certainty and without the risk associated with  
5 coordinating its operation with a third party, whose perspectives may be differently  
6 aligned and produce differing operating costs. More specifically, the Agreement  
7 allows I&M and AEG to avoid making a substantial investment to comply with ELG  
8 regulations, which investment could have increased the cost of serving I&M's  
9 customers.

10 Reacquiring Rockport Unit 2 will support the reliability of the grid as the  
11 region transitions to more renewable generation facilities. As more renewables  
12 are added to Indiana's generation mix, Rockport Unit 2 will be a local capacity  
13 resource to ensure reliable service when additional generation is needed. It is  
14 important to remember that I&M's control of Rockport Unit 2 also will ensure that  
15 both Rockport units will be retired no later than the end of 2028.

16 Last, but certainly not least, is the ability for I&M to assist with the transition  
17 of the community and its employees knowing it controls the unit. We announced  
18 the retirement of Rockport Unit 1 in 2019 and have been communicating with  
19 employees at the plant and with local community leaders about the plant's future.  
20 As with other coal-fueled plant retirements, we expect to provide a severance for  
21 employees not eligible for retirement and offer job search and retraining resources,  
22 as well as share information about job opportunities at other AEP locations. We  
23 have talked with local community leaders about our plans for the plant, and AEP's  
24 Economic Development team will help them access resources to encourage other  
25 development in the region.

26 **Q22. Please summarize how I&M and AEG are proposing to proceed in this matter.**

27 While the benefits of the Agreement bring value to I&M customers, I&M recognizes  
28 that the issue of whether and to what extent the costs of purchasing and operating

1 Rockport Unit 2 after the Lease ends should be included in I&M's Indiana  
2 jurisdictional cost of service is not as straightforward as I&M's ability to own and  
3 operate the unit. We respect that the Commission, customers, and other  
4 stakeholders will want time to review I&M's ratemaking and accounting proposals  
5 when made. We also appreciate that our current IRP process is in its initial stages  
6 and it will take time for Rockport Unit 2 to be modeled as a resource as part of that  
7 process. However, as I previously indicated, time is of the essence to know  
8 whether the inability to obtain the Required Governmental Approvals will prevent  
9 the Transaction from closing so that the counterparties can, if need be, plan  
10 expeditiously to carry out the post-Lease Operating Agreement.

11 Accordingly, the two-phase process proposed by I&M and AEG would allow  
12 the threshold question of whether I&M and AEG can own the unit to be timely  
13 answered in the first phase and the more complicated questions of ratemaking and  
14 accounting treatment for I&M to be preserved without prejudice until thoroughly  
15 reviewed in the second phase. Proceeding in this manner will allow the  
16 Transaction to move forward, achieving the attendant benefits, while fully  
17 protecting customers from the risk that the costs of the Transaction would be  
18 reflected in I&M's rates without a full and fair opportunity to evaluate the costs and  
19 the benefits of the Agreement.

20 **Q23. Does a Commission decision to decline to exercise its jurisdiction in this**  
21 **matter serve the public interest?**

22 Yes. Declining jurisdiction would be promote efficiency and be beneficial to I&M,  
23 AEG, customers and the State because it will allow the Transaction to proceed in  
24 a timely manner while allowing the more complicated questions of ratemaking and  
25 accounting treatment for I&M to be preserved without prejudice until thoroughly  
26 reviewed in the second phase of this proceeding. Put another way, the economic  
27 risk of the Transaction will remain with the Company until the Commission has a  
28 complete opportunity to consider I&M's proposals in the second phase of this

1 proceeding. This approach preserves this capacity resource for the benefit of the  
2 State and the region pending the separate resolution of the accounting, ratemaking  
3 and associated issues specific to I&M and its retail customers.

4 **Q24. Does this conclude your pre-filed verified direct testimony?**

5 Yes, it does.

## VERIFICATION

I, Toby L. Thomas, President and Chief Operating Officer for Indiana Michigan Power Company, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

Date: May 13, 2021

A handwritten signature in black ink, reading "Toby L. Thomas", written over a horizontal line.

Toby L. Thomas

**Attachment TLT-1**

**[Verified Petition – Not Duplicated Herein]**

**Attachment TLT-2 (Confidential)**

**[Confidential Attachment – Not Duplicated Herein]**