

**STATE OF INDIANA**

**INDIANA UTILITY REGULATORY COMMISSION**

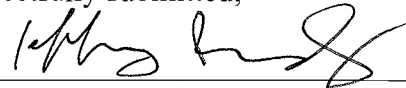
**VERIFIED PETITION OF INDIANAPOLIS POWER & )  
LIGHT COMPANY, AN INDIANA CORPORATION, )  
FOR APPROVAL OF ALTERNATIVE REGULATION )  
PLAN FOR EXTENSION OF DISTRIBUTION AND )  
SERVICE LINES, INSTALLATION OF FACILITIES ) CAUSE NO. 44478  
AND ACCOUNTING AND RATEMAKING OF COSTS )  
THEREOF FOR PURPOSES OF THE CITY OF )  
INDIANAPOLIS' AND BLUEINDY'S ELECTRIC )  
VEHICLE SHARING PROGRAM PURSUANT TO )  
IND. CODE § 8-1-2.5-1 *ET SEQ.* )**

**PETITIONER'S SUBMISSION OF  
REVISION TO SETTLEMENT TESTIMONY**

Petitioner Indianapolis Power & Light Company ("IPL"), by counsel, hereby submits clean and redlined versions of page 4 of the settlement testimony of IPL Witness Ken Flora. Petitioner will offer the clean version of the revised testimony into evidence at the hearing in this proceeding.

Respectfully submitted,

By:



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COMPANY

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing was served this 30th day of September 2014, via electronic mail, on the following:

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**Petitioner's Exhibit KF-Settlement (Revised)**

A9. The City-BlueIndy Agreement is structured such that any Profit Share provided by BlueIndy to IPL shall be utilized solely for rate mitigation for the benefit of IPL customers. IPL proposes to flow any Profit Sharing, per the City-BlueIndy Agreement, through to the customers even after the cost of the initial investment is recouped. The direct testimony of IPL witness Berry (Q/A20), explained that IPL will establish a regulatory liability (Account 254 Other Regulatory Liabilities) for any Profit Sharing received after the regulatory asset established for this Project has been fully amortized. The regulatory liability will be amortized to reduce IPL's revenue requirement in subsequent rate case(s) until it is eliminated. Consistent with IPL's request for carrying charges on the regulatory asset, IPL would also record carrying charges on the regulatory liability. Any regulatory liability and carrying charges recorded for the BlueIndy Project would be provided to customers via a reduction of IPL's revenue requirement during its subsequent rate case(s). While this was the original proposal, there appeared to be confusion around this point. Hence Paragraph 2c memorializes this use of the Profit Share as part of the Settlement Agreement.

While discussed by City Witness Rosenberg, I would note that Paragraph 2d of the Settlement Agreement Terms and Conditions expands the potential for rate mitigation from the Profit Sharing.

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