

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF NIPSCO GENERATION)
LLC FOR CERTAIN DETERMINATIONS BY THE)
COMMISSION WITH RESPECT TO ITS) CAUSE NO. 46183
JURISDICTION OVER PETITIONER’S ACTIVITIES)
AS A NON-RETAIL GENERATOR OF ELECTRIC)
POWER.)

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement (“Agreement”) is entered into as of this 14th day of May, 2025, by and between NIPSCO Generation LLC (“GenCo”), Northern Indiana Public Service Company LLC (“NIPSCO”), and the NIPSCO Industrial Group (“Industrial Group”),¹ (collectively the “Settling Parties”) and individually “Settling Party”). The Settling Parties, 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 issues in this Cause, subject to their incorporation by the Indiana Utility Regulatory Commission (“Commission”) into a final, non-appealable order (“Final

¹ The Industrial Group is comprised of Accurate Castings Inc., BP Products North America, Inc., Cleveland Cliffs Steel LLC, Linde, Marathon, and US Steel Corporation.

Order”)² without any modification or further condition that is not acceptable to any Settling Party. If the Commission does not approve this Agreement, in its entirety, the entire Agreement shall be null and void and deemed withdrawn, unless otherwise agreed to in writing by the Settling Parties.

A. Settlement Terms and Conditions

The Settling Parties agree this Agreement resolves all disputes, claims, and issues directly related to GenCo’s request for an Order from the Commission declining to exercise its jurisdiction over certain aspects of GenCo’s purchase, ownership, development, financing, construction, and operation of generating facilities and related assets currently pending in Cause No. 46183 as among the Settling Parties.

The Settling Parties agree that matters for which GenCo requested relief in this Cause that are not addressed herein, but were expressly supported by testimony, are resolved as GenCo proposed, or if modified in rebuttal, as modified in rebuttal without waiving the right to challenge such resolution prospectively except as facts and circumstances may allow. The Settling Parties have included as Exhibit A to this Agreement a revised version of “Attachment A” to GenCo’s Verified Petition (in clean and redline format), which is intended to reflect the scope of GenCo’s requested declination, as modified in its rebuttal testimony and this Agreement.

² “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 30-day period after the date of the Commission order.

1. General Commitments and Reservation of Rights.

(a) GenCo and NIPSCO agree to be bound by all commitments listed below, as well as all commitments from GenCo's rebuttal testimony and NIPSCO's cross-answering testimony, as modified by this Agreement.

(i) The following commitments were offered by GenCo in Witness Parisi's rebuttal testimony: (1) any future megaload customer special contracts or NIPSCO-GenCo power purchase agreements ("PPAs") will be filed with the Commission;³ (2) NIPSCO will be GenCo's only customer and GenCo will not attempt to attract other customers in competitive markets;⁴ (3) generation under GenCo's control will be tailored to NIPSCO's anticipated megaload needs, guided by NIPSCO's ongoing integrated resource planning ("IRP") process and informed by customer negotiations and Commission-approved special contract demand;⁵ (4) GenCo will provide capacity that is inclusive of the Midcontinent Independent System Operator, Inc. ("MISO") planning reserve margin requirements, which will ensure that the NIPSCO-GenCo PPA covers the full load requirements of megaload customers;⁶ (5) if GenCo develops behind-the-meter-generation service offerings, it will be each customer's decision as to whether they

³ Parisi Rebuttal at 9, lines 6-8; at 33, lines 9-10.

⁴ Parisi Rebuttal at 23, lines 12-14; see also at 24. This commitment has been clarified and modified by the terms in Section A.2 of this Agreement, specifically Sections A.2.(a) to 2.(e).

⁵ Parisi Rebuttal at 25, lines 1-4. See Section A.1.(b) of this Agreement.

⁶ Parisi Rebuttal at 26, lines 3-6. See Section A.1.(b) of this Agreement.

have interest in contracting with GenCo for such service;⁷ (6) GenCo is willing to remove its request for declination under Ind. Code § 8-1-2-47;⁸ (7) GenCo and NIPSCO will work together to develop affiliate guidelines and will submit them to the Commission—which would occur no later than the time at which the first NIPSCO-GenCo PPA is presented to the Commission for approval;⁹ (8) GenCo will also enter into separate service agreements with NIPSCO and NiSource Corporate Services Company (“NCSC”) and file them with the Commission;¹⁰ (9) GenCo and NIPSCO are open to submission of PPAs in the same filing as a related megaload customer special contract but commit to submit PPAs and related megaload customer special contracts to the Commission at approximately the same time, so they can be concurrently evaluated.¹¹

With respect to compliance filings, GenCo will make a compliance filing in this Cause at least 30 days in advance of beginning construction for each generation asset or group of generation assets GenCo is sourcing to serve any individual megaload customer (the “Construction Compliance Filing”). The Construction Compliance Filing will provide details relating to the size, fuel

⁷ Parisi Rebuttal at 26, lines 8-15. See Section A.1.(f) of this Agreement.

⁸ Parisi Rebuttal at 28, lines 1-2. This commitment has been clarified by the terms in Section 4 of this Agreement.

⁹ Parisi Rebuttal at 30, line 16 through 31, line 2. This commitment has been clarified by the terms in Section 4 of this Agreement.

¹⁰ Parisi Rebuttal at 31, lines 3-5. See Section A.3.(f) of this Agreement.

¹¹ Parisi Rebuttal at 33, lines 10-14. See Section A.2.(h) of this Agreement.

source, and location of the generation asset(s). GenCo is also willing to make semi-annual compliance filings to identify any changes to the information included in the Construction Compliance Filing and provide construction progress updates for all ongoing generation assets, such as progress related to generation interconnection, permitting, zoning, etc. (the "Semi-Annual Update Compliance Filing"). GenCo would make its initial Semi-Annual Update Compliance Filing 90 days following the issuance of an order in this Cause.¹²

(ii) The following commitments were offered by NIPSCO in Witness Napoe's cross-answering testimony:¹³ (1) NIPSCO intends only to enter into PPAs with GenCo for energy and capacity it reasonably expects to need to serve its megaload customers;¹⁴ (2) NIPSCO will file special contracts with the Commission for approval; (3) GenCo and NIPSCO will file PPAs with the Commission for approval; (4) NIPSCO and GenCo will enter into affiliate guidelines, which will be filed with the Commission; and (5) NIPSCO and GenCo will enter into one or more services agreement establishing shared services and allocation of costs between NIPSCO and GenCo, which will also be filed with the Commission.

¹² Parisi Rebuttal at 40, line 15 through 41, line 9.

¹³ Napoe Cross-Answering at 9.

¹⁴ This commitment has been clarified and modified by the terms in Section A.2 of this Agreement.

(b) All the commitments, filings, and, submissions pursuant to this Settlement Agreement or committed to in testimony will be subject to appropriate confidentiality protections.

(c) All rights of all parties shall be reserved as related to all future proceedings, including, but not limited to, special contract and PPA approvals, except with respect to processes and procedures adopted in this Agreement.

2. Limitations on GenCo's Scope of Operations.

(a) Subject to agreed limitations and clarifications contained in this Settlement Agreement, GenCo operations will be limited to serving as the energy and capacity provider to NIPSCO and NIPSCO's customers through PPAs for purposes of allowing NIPSCO to serve new megaload entities as retail customers under Commission-approved special contracts. NIPSCO will be GenCo's only customer.

(i) This term shall not prohibit GenCo from participating in the wholesale market using existing, non-committed capacity or energy, subject to such regulatory approvals as may be required.

(ii) For purposes of this Agreement, GenCo's declination, and NIPSCO's future service offerings, a "megaload customer" means any non-residential, non-municipal, or non-small commercial customer who is seeking service for at least 50 megawatts of firm service and whose characteristics or

expected, final demand would mean they are unable to qualify for service under Rates 524, 531, 532 or 533 (as those rate schedules may be modified from time to time). Notwithstanding this definition, a megaload customer may request and receive service on a temporary basis under one or more of those rate schedules, provided they would otherwise qualify for service under the requested schedule. In the event that one or more megaload customer does take temporary service under Rates 524, 531, 532, 533, or pursuant to a Commission-approved special contract with terms similar to one or more of those rate schedules, NIPSCO will take in account the temporary use of its legacy assets in its immediately subsequent electric base rate case and make appropriate adjustments, as necessary.

(b) All capacity procured by GenCo will be planned to meet PPA obligations and resource adequacy requirements and planning reserve requirements, guided by NIPSCO's ongoing IRP process and informed by customer negotiations and Commission-approved special contract demand.

(c) NIPSCO and GenCo will not enter into a PPA unless NIPSCO executes a special contract with a megaload customer, meaning that NIPSCO and GenCo will not enter into PPAs unless there is at least one executed special contract under which NIPSCO would have an obligation to serve a megaload customer.

(d) Revenues from any excess energy and capacity sales will be addressed, as applicable, in the terms of special contracts between NIPSCO and any megaload customer, permissible agreements with any electing existing customer, and/or in a PPA between NIPSCO and GenCo.

(e) NIPSCO and GenCo may not transfer assets between themselves, or enter into agreements for purposes of service to non-megaload retail customers (e.g., PPAs), unless the following conditions, as applicable, are met:

(i) All affiliate guidelines are adhered to.

(ii) Only existing assets are involved (meaning that GenCo would not intentionally build, or plan to build, new assets intended to serve non-megaload customers).

(iii) Any transfer is approved by the Commission in a regularly docketed proceeding.

(iv) In the case of an asset transfer by NIPSCO to GenCo, NIPSCO must recognize a reduction in any undepreciated plant balance/amortized asset balance and make appropriate adjustments to retail rates.

(v) In the case of an agreement between NIPSCO and GenCo to utilize GenCo assets to serve NIPSCO's non-megaload retail customers (such as through a PPA), GenCo may offer only energy and/or capacity which is

demonstrated to be a cost-effective resource decision and subject to review by a third-party evaluator.

(vi) In the case of an agreement transferring GenCo assets to NIPSCO, NIPSCO must demonstrate that the resource has been selected as part of an open, competitive process run by an independent third-party.

(vii) If GenCo has planned capacity after meeting its obligations to NIPSCO to serve NIPSCO's megaload customers and any other retail customers through an approved PPA, and if NIPSCO and GenCo adhere to all affiliate guidelines, any such excess capacity may be offered to existing retail customers (including for load expansions) only at the customer's sole discretion, but NIPSCO must be a signatory to any such agreement and must remain the sole provider of retail electric service to such customer, consistent with the requirements of Rate 531.

(f) GenCo may compete with other potential suppliers to construct behind the meter installations for new or existing customers.

(g) GenCo will not own substations or transmission assets, except: (i) the type necessary to interconnect to the grid; and (ii) with the consent of the megaload customer(s), new substations which are solely for purposes of serving one or more megaload customers.

(h) Any substations or transmission assets constructed by GenCo or NIPSCO solely for a megaload customer will be the cost responsibility of the megaload customer for which they are constructed.

(i) Revisions to NIPSCO's existing tariffs to accommodate megaload customers may be presented for approval in the Commission's 30-day filing process, but new rate schedules or tariffs designed solely for megaload customers must be presented in a general electric base rate case or in a dedicated proceeding. However, if an electric base rate case is pending, any new rate schedules or tariffs must be filed as part of the pending electric base rate case. In no case may existing customers be required to take service under a new or revised tariff.

3. Commission Oversight.

(a) All NIPSCO-GenCo PPAs to be used by NIPSCO to provide service to megaload customers or non-Rate 531 Tier 3 customers will be subject to affiliate guidelines and approval by the Commission in a regularly docketed proceeding.

(b) Subject to appropriate provisions to prevent public disclosure of confidential information, all special contracts between NIPSCO and megaload customers will disclose the financial terms related to the provision of retail electric service, including those between the customer and GenCo, if any.

(c) The load associated with megaload customers will be accounted for in NIPSCO's IRP process, and any forecasted use of GenCo assets or agreements, as well as any already-approved NIPSCO-GenCo PPAs, will be included in NIPSCO's IRP and reported to the Commission in annual reports required under Ind. Code § 8-1-8.5-13 (e.g., HEA 1520).

(d) With adequate notice to the affected customer(s) who have cost responsibility in relation to a special contract, GenCo may take pre-acquisition/pre-construction steps (such as reserving equipment, submitting interconnection applications to MISO, etc.) without any filing to the Commission, provided that no costs are passed on to NIPSCO's retail customers, except through special contract terms with a megaload customer(s).

(e) GenCo and NIPSCO will not object to third-party discovery directed to them in any proceeding solely on the grounds that they are not a party to a particular proceeding. Each will use best efforts to timely respond (according to the applicable procedural schedule) to discovery.

(f) GenCo will remain subject to Commission investigations and complaints by the Indiana Office of Utility Consumer Counselor ("OUCC") or others, consistent with Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7.

(g) GenCo will not seek full declination over Ind. Code §§ 8-1-2-76 through -80, relating to a public utility's need for Commission approval of a public utility's plan(s) to issue debt. Specifically, GenCo will make an informational compliance filing within 30 days of each time GenCo issues debt.

(h) NIPSCO and GenCo will jointly make an annual informational filing with the Commission ("Annual Informational Filing") that is intended to provide the Commission with information about (i) GenCo generation resources committed, anticipated, and under evaluation; (ii) the total megaload customer demand under special contracts that has been filed with or approved by the Commission; (iii) a demonstration of how the load will be reliably served by NIPSCO using the GenCo generation; (iv) the current cost estimate for each identified generation resource; and (v) any updates to a previous Annual Informational Filing, including the final cost of generation resources that have reached commercial operation since the previous filing. To the extent that the final cost of a generation resource has increased from what was initially filed in an Annual Informational Filing, this cost increase may be sought for recovery from one or more megaload customer(s) under the terms of a Commission-approved special contract(s), but the cost increase may not be sought for recovery from NIPSCO's other customers. Information related to the cost of generation can be designated as highly confidential and competitively sensitive.

(i) Prior to the construction, purchase, or lease of a generation asset, or group of generation assets, GenCo will make a filing seeking either (i) approval of the generation resource(s) as reasonable and necessary to serve expected load growth, or (ii) declination of the Commission's jurisdiction provided by Ind. Code § 8-1-8.5 as in the public interest. For purposes of either filing type, NIPSCO and/or GenCo will present evidence to demonstrate that the resource(s) are reasonable and necessary to serve load growth, consistent with this Agreement. Either filing type will contain: (1) an identification of the expected location and estimated cost of each generation resource; (2) information supporting the reasonable expectation that the load growth justifying the resource(s) will appear; (3) information supporting the conclusion that absent the investment, GenCo will be unable to meet its obligations to NIPSCO related to the reasonable expected load growth; and (4) the steps GenCo has taken to avoid exercise of the power of eminent domain. Subject to Commission approval, the Settling Parties participating in the proceeding agree to support a procedural schedule for either type of filing that would have a Commission order issued not more than 120 days after the filing of a petition and supporting testimony. However, to the extent Commission review and issuance of an order on an expedited basis is necessary, GenCo (and/or NIPSCO, as necessary) may seek approval of a procedural schedule that would have a Commission order issued not more than 90 days after the filing of a petition and supporting testimony. If GenCo has reasonably demonstrated that issuance of an order on an expedited basis is

necessary, the other participating Settling Parties shall not unreasonably withhold their support of GenCo's request for an expedited procedural schedule. GenCo will retain eminent domain authority only for purposes of the resources that will be developed by GenCo and contracted for by NIPSCO for use to serve NIPSCO's retail customer load. Finally, PPAs, special contracts, and other proceedings related to GenCo's construction, purchase, or lease of a generation asset, or group of generation assets, may be, but do not need to be, brought in a consolidated case, unless GenCo intends to seek an expedited order, in which case the approval or declination proceeding must be separate.

4. General Principles for Affiliate Guidelines

(a) NIPSCO and GenCo agree to the implementation of reasonable affiliate guidelines consistent with the points set forth in this Section 4, which will be submitted to the Commission. NIPSCO and GenCo will provide a copy of their affiliate guidelines to the Settling Parties and the OUCC in advance of submission to the Commission and provide a reasonable opportunity for those parties to comment on the affiliate guidelines before submission.

(b) NIPSCO currently has written procedures to implement controls and ensure compliance with the Federal Energy Regulatory Commission's ("FERC") Standards of Conduct – Written Procedures Implementing the FERC Standards of Conduct - Chief FERC Compliance Officer – that are most directly focused on ensuring that non-public

transmission function information is not shared with NIPSCO's marketing function employees. NIPSCO will revise these procedures to account for the creation and operations of GenCo and ensure that non-public transmission function information is not shared with GenCo's marketing function employees.

(c) GenCo will not have preferential access to NIPSCO assets or resources that are used for the generation, transmission, or delivery of electricity, and access to or use of NIPSCO employees, assets, or resources will be consistent with any approved intercompany service agreement. However, this term will not be construed to prevent GenCo from building, owning, or operating a generation resource at a site where a retiring NIPSCO generation resource is currently located. Any remuneration from GenCo to NIPSCO associated with the lease or sale of such land shall be accounted for appropriately and credited to NIPSCO's current retail electric customers.

(d) GenCo will be the means through which generation is going to be procured by NIPSCO to serve its megaload customers, and approval of a NIPSCO-GenCo PPA is expected to be a condition to effectiveness of the special contract with any megaload customer. However, GenCo and NIPSCO will not condition or tie any other agreement with a customer beyond the provision of retail electric service to a service provided by the other. Examples of such agreements include, but are not limited to, energy management services, operation and maintenance of customer-owned generation

or substations, etc. No preference will be given, or discriminatory action taken, as a result of failure to use services provided by GenCo or NIPSCO.

(e) To the extent required by FERC, GenCo will comply with the reporting requirements of FERC Form 1, including disclosing relevant information related to officers and directors and equity investors. However, if GenCo determines that a FERC Form 1 is not required, GenCo will disclose its officers and directors and equity investors in the Annual Informational Filing required in Section 3(h) above.

(f) Any use of NiSource shared services functions will be allocated to NIPSCO and GenCo in such a manner as to ensure, to the extent practical, there is no cross-subsidization and the costs of all services to the benefit of GenCo are appropriately allocated to GenCo. Such services will be subject to shared services agreements, which will be submitted to the Commission for approval using a procedure similar to the Commission's 30-day filing procedure, or as part of a regularly docketed proceeding. If such filing contains confidential information, it may still be filed with a request for approval within 30 days.

(g) GenCo and NIPSCO will maintain separate financial records according to the applicable rules of accounting. GenCo records will be subject to regulatory review consistent with Ind. Code § 8-1-2-18, -49, -50, and -62.

(h) GenCo and NIPSCO will not intermingle funds.

(i) All affiliate contracts and agreements between NIPSCO and GenCo will be submitted for Commission approval using a procedure similar to the Commission's 30-day filing procedure, or as part of a regularly docketed proceeding. If such filing contains confidential information, it may still be filed with a request for approval within 30 days.

5. Settling Parties' Commitments.

The Settling Parties commit that they: (a) will support the GenCo declination request as modified by the terms of this Agreement; and (b) will support the format and procedural timelines for filings outlined in this Agreement in any proceeding in which they participate.

B. Procedural Aspects and Presentation of the Agreement

1. The Settling Parties acknowledge that a significant motivation to enter into this Agreement is the simplification and minimization of issues to be presented in the proceeding.

2. The Settling Parties agree to jointly present this Agreement to the Commission for approval in this proceeding and agree to assist and cooperate in the preparation and presentation of supplemental testimony as necessary to provide an appropriate factual basis for such approval. All evidence which has been prefiled by the Settling Parties will be admitted into the record. All Settling Parties waive cross-

examination on all witnesses of other Settling Parties but reserve the right to ask questions of any witness who may be cross-examined by a non-settling party.

3. The concurrence of the Settling Parties with the terms of this Agreement is expressly predicated upon the Commission's approval of the Agreement in its entirety without modification of a material condition deemed unacceptable to any Settling Party. If the Commission does not approve the Agreement in its entirety, the Agreement shall be null and void and deemed withdrawn upon notice in writing by any Settling Party within fifteen (15) business days after the date of the Final Order that contains any unacceptable modifications. If the Agreement is withdrawn, the Settling Parties agree that the terms herein shall not be admissible in evidence or cited by any party in a subsequent proceeding. In the event the Agreement is withdrawn, the Settling Parties will request an Attorneys' Conference to be convened to establish a procedural schedule for the continued litigation of this proceeding.

4. The Settling Parties acknowledge that this Agreement addresses all issues in the proceeding, including the appropriate revenue requirement and allocation of costs, and includes compromises upon the part of each Settling Party. The Settling Parties agree that this Agreement and each term, condition, amount, methodology, and exclusion contained herein (a) reflects a fair, just, and reasonable resolution and compromise for the purpose of settlement and (b) is agreed upon without prejudice to the ability of any party to propose a different term, condition, amount, methodology, or exclusion in any

future proceeding. As set forth in the Order in *Re Petition of Richmond Power & Light*, Cause No. 40434, the Settling Parties agree and ask the Commission to incorporate as part of its Final Order that this Agreement, and any Final Order approving it, not be cited as precedent by any person or deemed an admission by any party in any other proceeding except as necessary to enforce its terms before the Commission or any court of competent jurisdiction on these particular issues. This Agreement is solely the result of compromise in the settlement process. Each of the Settling Parties has entered into this Agreement solely to avoid future disputes and litigation with attendant inconvenience and expense.

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

6. The undersigned represent and agree that they are fully authorized to execute this Agreement on behalf of their designated clients who will be bound thereby; and further represent and agree that each Settling Party has had the opportunity to review all evidence in this proceeding, consult with attorneys and experts, and is otherwise fully advised of the terms.

7. The Settling Parties shall not appeal the agreed Final Order or any subsequent Commission order as to any portion of such order that is specifically implementing, without modification, the provisions of this Agreement, and the Settling Parties shall not support any appeal of any portion of the Final Order by any person not a party to this Agreement.

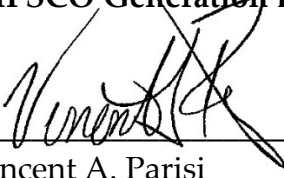
8. The provisions of this Agreement shall be enforceable by any Settling Party before the Commission or in any court of competent jurisdiction.

9. The terms set forth in this Agreement are the complete and final agreement among the Settling Parties. The communications and discussions during the negotiations and conferences which produced this Agreement have been conducted on the understanding that they are or relate to offers of settlement and contained the mental impressions and work product of attorneys present and shall therefore be confidential and privileged communications.

ACCEPTED AND AGREED this 14th day of May, 2025.

[SIGNATURE PAGES FOLLOW]

NIPSCO Generation LLC

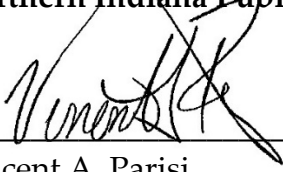
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Vincent A. Parisi

President and Chief Executive Officer

NIPSCO Generation LLC

Northern Indiana Public Service Company LLC

A handwritten signature in black ink, appearing to read "Vincent A. Parisi", is written over a horizontal line.

Vincent A. Parisi

President, Chief Operating Officer, and Chief Executive Officer
Northern Indiana Public Service Company LLC

NIPSCO Industrial Group



Joseph P. Rompala
Counsel, NIPSCO Industrial Group

Settlement Agreement Exhibit A
Revised Petition Attachment A
Limited Declination of Jurisdiction
Over NIPSCO GenCo

<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
8-1-2-5	Joint use of facilities; failure of parties to agree; resolution by commission	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be a non-retail provider, and its only customer will be NIPSCO.	
8-1-2-15	Books, accounts, papers, or records; removal from state; directors; residence	Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) and will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(2) & (3). Commission will continue to have ability to review books and records whether in the state or not and will also have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-32	Standard commercial units of product or service	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be a non-retail provider, and its only customer will be NIPSCO. Further, because this structure is to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will	

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<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
		demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-33	Standard measurements for units of product or service	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-34	Meters and measuring appliances; specifications and standards	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is	

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<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
		being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-34.5	Customer service; determination of complaints	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-35	Meters and measuring appliances; testing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-	

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<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
		2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-38	Filing schedule of rates and charges	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	

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Revised Petition Attachment A
Limited Declination of Jurisdiction
Over NIPSCO GenCo

<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
8-1-2-39	Filing schedule of rates and charges; rules and regulations to accompany	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-40	Copies of schedule; public inspection	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces	

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		will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-41	Schedule of joint rates and charges; printing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42	Changes in schedules	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is	

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		being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42.3	Calculation of relevant period; determination of reduction; exception	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42.5	Periodic review of rates and charges; commission to post summary of reviews of electricity suppliers on Internet web site	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will	

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		continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42.7	Designation of test period; temporary implementation of rates and charges; extension of time; reconciliation of rates and charges	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-45	Rate schedules; changes in form	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-46	Classification of service; commission may allow water or wastewater utility to establish customer assistance program	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
			GenCo is withdrawing its request for declination of this

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			section. See Parisi Rebuttal at 28, lines 1-2.
			GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).
			GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).
			GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See

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			Settlement Agreement at Section B.3.(f).
		.	GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).
8-1-2-64	Witnesses; depositions	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1) since the Commission retains right to re-open this proceeding to investigate if declination should be reclaimed. If such a decision is made, it would bring with it this investigatory power at that time.	
8-1-2-68	Rates and charges; order fixing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is	

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		being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-69	Complaints against utilities; orders of commission	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be a non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-71	Rate schedules; changes	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-	

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		2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-72	Orders; rescission; modification	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-76 through 80	§76 Stocks, bonds, commercial paper, and other evidences of indebtedness; limitations upon authority to issue; §77 Stock; consideration; discount or premium; §78 Stocks, bonds, commercial paper, and other evidences of indebtedness; authority to issue; §79 Securities;	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo	GenCo will make informational compliance filings within 30 days of each time GenCo issues debt but otherwise seeks declination of these sections. See Settlement Agreement at Section B.3.(g).

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	issuance; approval; fraud; offense; and §80 Stocks, bonds, commercial paper, and evidences of indebtedness; certificate of authority for issuance	will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Seeking financing approval will slow down the speed to market necessary to attract megaload development, which would inhibit NIPSCO from competing with other states for these types of customers.	
8-1-2-115	Enforcement of law; recovery of forfeitures or penalties	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-4-1	Maturity dates	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to	

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		support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-8.5-2, 2.1, 3, 4, 5, 5.5, 6, 6.5, 7, & 8	§2 Necessity for certification; §2.1 Retirement, sale, or transfer of electric generation facility; notice; commission consideration and investigation; recovery of accelerated depreciation; §3 Analysis of needs; integrated resource plans; hearings; report; §4 Considerations for commission's review of petition; impact of federal phaseout mandates; provision of electric utility service with attributes specified in state policy; §5 Estimate of costs; hearing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service and that the pricing be competitive. Seeking CPCN approval will slow down the speed to market necessary to	GenCo seeks declination of these sections but has agreed to submit annual informational filings about generation resources and to seek Commission review or a declination of jurisdiction for generation resources. See Settlement Agreement at Sections B.3.(h) and B.3.(i). GenCo has also committed to annual "construction compliance filings." See Parisi Rebuttal at 40-41. Any transfer of generation assets between NIPSCO and GenCo will be consistent with

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	on application; granting of certificate; findings; utility specific proposals; construction of large generating facilities; competitive bidding; §5.5 Review of continuing need for facility under construction; modification or revocation of certificate; consideration of state policy; §6 Review of construction; force and effect of certificate approved under review; election to defer review; §6.5 Rates; recovery of costs; §7 Exemptions from certification requirements; report to commission of proposed construction required; and §8 Construction of chapter; valuation of property	attract megaload development, which would inhibit NIPSCO from competing with other states for these types of customers.	<p>the requirements in Settlement Agreement at Section B.2.(e). Eminent domain may only be utilized by GenCo regarding a resource or resources that have been either approved by the Commission or granted a declination of the Commission's jurisdiction, as required under the Settlement Agreement at Section A.3.(i). In the context of either filing type, approval or declination of jurisdiction, GenCo must sufficiently describe the steps GenCo has taken to avoid the exercise of the power of eminent domain.</p> <p>Because GenCo will have no retail customers, GenCo will not submit IRPs, but NIPSCO will include load associated with megaload customers and contracts with GenCo for</p>

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			generation in NIPSCO's IRPs. See Settlement Agreement at Section B.3(c).
8-1-8.5-9	Energy efficiency programs; opt out by industrial customers; prohibition against extending or renewing energy efficiency programs established under DSM order	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1- 2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission Jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service.	
8-1-8.5-10	Energy efficiency goals and programs; evaluation, measurement, and verification; recovery of	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-	

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	program costs; opt out by industrial customers	2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission Jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service.	
8-1-8.5-13	Legislative findings; definitions; public utilities' annual resource planning report to commission; three-year forecast; contents; commission's review; investigation; order to acquire or construct resources; information in commission's annual report	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission Jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up	Because GenCo will have no retail customers, GenCo will not submit reports under 8-1-8.5-13 (HEA 1520), but NIPSCO will include load associated with megaload customers and contracts with GenCo for generation in NIPSCO's reports under this section. See Settlement Agreement at Section B.3.(c).

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		to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Additionally, if jurisdiction is declined and NIPSCO GenCo is relieved of this requirement, the Commission will still have insight into NIPSCO GenCo's resources through the annual reporting of NIPSCO, as it does with NIPSCO's other contracted resources.	
8-1-8.7	Clean Coal Technology	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1).	
8-1-40-16, 17 & 19	Electricity supplier's petition for rate for excess distributed generation; annual submission of updated rate; Commission's review of rate petition; notice and hearing; approval of rate; calculation; and Electricity supplier's petition to commission for recovery of energy delivery costs attributable to distributed	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1).	

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	generation customers; approval; findings by commission		

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8-1-2-5	Joint use of facilities; failure of parties to agree; resolution by commission	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be a non-retail provider, and its only customer will be NIPSCO.	
8-1-2-15	Books, accounts, papers, or records; removal from state; directors; residence	Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) and will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(2) & (3). Commission will continue to have ability to review books and records whether in the state or not and will also have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-32	Standard commercial units of product or service	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be a non-retail provider, and its only customer will be NIPSCO. Further, because this structure is to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will	

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		demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-33	Standard measurements for units of product or service	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-34	Meters and measuring appliances; specifications and standards	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is	

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		being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-34.5	Customer service; determination of complaints	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-35	Meters and measuring appliances; testing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-	

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		2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-38	Filing schedule of rates and charges	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	

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8-1-2-39	Filing schedule of rates and charges; rules and regulations to accompany	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-40	Copies of schedule; public inspection	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces	

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		will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-41	Schedule of joint rates and charges; printing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42	Changes in schedules	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is	

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		being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42.3	Calculation of relevant period; determination of reduction; exception	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42.5	Periodic review of rates and charges; commission to post summary of reviews of electricity suppliers on Internet web site	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will	

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		continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-42.7	Designation of test period; temporary implementation of rates and charges; extension of time; reconciliation of rates and charges	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-45	Rate schedules; changes in form	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-46	Classification of service; commission may allow water or wastewater utility to establish customer assistance program	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	

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8-1-2-4 ⁷	Inspections; tests; audits and investigations; rules and regulations		<p>This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non- retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo. GenCo is withdrawing its request for declination of this section. See Parisi Rebuttal at 28, lines 1-2.</p>

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<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
8-1-2-51	Investigations; commission		This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1) since the Commission retains right to re-open this proceeding to investigate if any declined jurisdiction should be reclaimed. If such a decision is made, it would bring with it this investigatory power at that time. GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).
8-1-2-54	Complaints against utilities; hearing		This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by

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			<p>Ind. Code § 8-1-2.5-5(b)(2): NIPSCO GenCo will be non- retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo. GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2- 50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).</p>
8-1-2-58	Complaints against utilities; investigations		<p>This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1)</p>

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			since the Commission retains right to re-open this proceeding to investigate if declination should be reclaimed. If such a decision is made, it would bring with it this investigatory power at that time. GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).
8-1-2-59	Complaints against utilities; investigations; hearing		This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only

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			customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo. GenCo is withdrawing its request for declination of this section and is conceding jurisdiction with respect to Ind. Code §§ 8-1-2-50 through 60 and 8-1-2.5-7. See Settlement Agreement at Section B.3.(f).
8-1-2-64	Witnesses; depositions	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1) since the Commission retains right to re-open this proceeding to investigate if declination should be reclaimed. If such a decision is	

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		made, it would bring with it this investigatory power at that time.	
8-1-2-68	Rates and charges; order fixing	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-69	Complaints against utilities; orders of commission	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be a non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility	

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		customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-71	Rate schedules; changes	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). NIPSCO GenCo will be non-retail provider, and its only customer will be NIPSCO. Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-2-72	Orders; rescission; modification	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	

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8-1-2-76 through 80	§76 Stocks, bonds, commercial paper, and other evidences of indebtedness; limitations upon authority to issue; §77 Stock; consideration; discount or premium; §78 Stocks, bonds, commercial paper, and other evidences of indebtedness; authority to issue; §79 Securities; issuance; approval; fraud; offense; and §80 Stocks, bonds, commercial paper, and evidences of indebtedness; certificate of authority for issuance	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Seeking financing approval will slow down the speed to market necessary to attract megaload development, which would inhibit NIPSCO from competing with other states for these types of customers.	<u>GenCo will make informational compliance filings within 30 days of each time GenCo issues debt but otherwise seeks declination of these sections. See Settlement Agreement at Section B.3.(g).</u>
8-1-2-115	Enforcement of law; recovery of forfeitures or penalties	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Commission will continue to have visibility	

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		into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-4-1	Maturity dates	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Commission will continue to have visibility into NIPSCO as the only customer of NIPSCO GenCo.	
8-1-8.5-2, 2.1, 3, 4, 5, 5.5, 6, 6.5, 7, & 8	§2 Necessity for certification; §2.1 Retirement, sale, or transfer of electric generation facility; notice; commission consideration and investigation; recovery of	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code	<u>GenCo seeks declination of these sections but has agreed to submit annual informational filings about generation resources and to seek Commission review or a declination of jurisdiction for</u>

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<u>Indiana Code Ch. or §</u>	<u>Section Title</u>	<u>Public Interest Explanation</u>	<u>Revision Explanation</u>
	accelerated depreciation; §3 Analysis of needs; integrated resource plans; hearings; report; §4 Considerations for commission's review of petition; impact of federal phaseout mandates; provision of electric utility service with attributes specified in state policy; §5 Estimate of costs; hearing on application; granting of certificate; findings; utility specific proposals; construction of large generating facilities; competitive bidding; §5.5 Review of continuing need for facility under construction; modification or revocation of certificate; consideration of state policy; §6 Review of construction; force and	§ 8-1-2.5-5(b)(3). Exercise of Commission jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service and that the pricing be competitive. Seeking CPCN approval will slow down the speed to market necessary to attract megaload development, which would inhibit NIPSCO from competing with other states for these types of customers.	<u>generation resources. See Settlement Agreement at Sections B.3.(h) and B.3.(i).</u> <u>GenCo has also committed to annual "construction compliance filings." See Parisi Rebuttal at 40-41.</u> <u>Any transfer of generation assets between NIPSCO and GenCo will be consistent with the requirements in Settlement Agreement at Section B.2.(e). Eminent domain may only be utilized by GenCo regarding a resource or resources that have been either approved by the Commission or granted a declination of the Commission's jurisdiction, as required under the Settlement Agreement at Section A.3.(i). In the context of either filing type, approval or declination</u>

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	effect of certificate approved under review; election to defer review; §6.5 Rates; recovery of costs; §7 Exemptions from certification requirements; report to commission of proposed construction required; and §8 Construction of chapter; valuation of property		<p><u>of jurisdiction, GenCo must sufficiently describe the steps GenCo has taken to avoid the exercise of the power of eminent domain.</u></p> <p><u>Because GenCo will have no retail customers, GenCo will not submit IRPs, but NIPSCO will include load associated with megaload customers and contracts with GenCo for generation in NIPSCO's IRPs. See Settlement Agreement at Section B.3(c).</u></p>
8-1-8.5-9	Energy efficiency programs; opt out by industrial customers; prohibition against extending or renewing energy efficiency programs established under DSM order	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission Jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by	

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		Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service.	
8-1-8.5-10	Energy efficiency goals and programs; evaluation, measurement, and verification; recovery of program costs; opt out by industrial customers	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission Jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service.	

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8-1-8.5-13	Legislative findings; definitions; public utilities' annual resource planning report to commission; three-year forecast; contents; commission's review; investigation; order to acquire or construct resources; information in commission's annual report	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1). Declination will be beneficial for the energy utility and the energy utility's customer (NIPSCO) as contemplated by Ind. Code § 8-1-2.5-5(b)(2). Declination will promote energy utility efficiency as contemplated by Ind. Code § 8-1-2.5-5(b)(3). Exercise of Commission Jurisdiction inhibits an energy utility (NIPSCO) from competing as contemplated by Ind. Code § 8-1-2.5-5(b)(4). NIPSCO GenCo will only have one customer (a public utility). Further, because this structure is being set up to support a sophisticated utility customer (NIPSCO) to serve sophisticated customers (megaloads), the competitive forces will demand reliable service. Additionally, if jurisdiction is declined and NIPSCO GenCo is relieved of this requirement, the Commission will still have insight into NIPSCO GenCo's resources through the annual reporting of NIPSCO, as it does with NIPSCO's other contracted resources.	<u>Because GenCo will have no retail customers, GenCo will not submit reports under 8-1-8.5-13 (HEA 1520), but NIPSCO will include load associated with megaload customers and contracts with GenCo for generation in NIPSCO's reports under this section. See Settlement Agreement at Section B.3.(c).</u>
8-1-8.7	Clean Coal Technology	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1).	

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8-1-40-16, 17 & 19	Electricity supplier's petition for rate for excess distributed generation; annual submission of updated rate; Commission's review of rate petition; notice and hearing; approval of rate; calculation; and Electricity supplier's petition to commission for recovery of energy delivery costs attributable to distributed generation customers; approval; findings by commission	This is unnecessary and wasteful as contemplated by Ind. Code § 8-1-2.5-5(b)(1).	

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