

**FILED**  
**December 4, 2024**  
**INDIANA UTILITY**  
**REGULATORY COMMISSION**

Amazon Data Services, Inc. Exhibit 2

IURC Cause 46097

Intervenor Settlement Testimony of Carolyn A. Berry

**STATE OF INDIANA**

**INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE VERIFIED )**  
**PETITION OF INDIANA MICHIGAN POWER ) CAUSE NO. 46097**  
**COMPANY FOR APPROVAL OF )**  
**MODIFICATIONS TO ITS INDUSTRIAL )**  
**POWER TARIFF – TARIFF I.P. )**

**VERIFIED SETTLEMENT TESTIMONY OF**

**CAROLYN A. BERRY, Ph.D.**

**On Behalf of**

**Amazon Data Services, Inc.**

**December 4, 2024**

**SETTLEMENT TESTIMONY OF CAROLYN A. BERRY, Ph.D.**

**INTRODUCTION**

1   **Q1.   PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2   A.   My name is Carolyn A. Berry. I am a Principal in the Energy Practice at Bates White  
3       Economic Consulting (“Bates White”) located at 2001 K Street NW, North Building,  
4       Suite 500, Washington, DC 20006.

5   **Q2.   ARE YOU THE SAME CAROLYN BERRY WHO PREVIOUSLY FILED**  
6       **DIRECT TESTIMONY IN CAUSE 46097?**

7   A.   Yes, I am.

8   **Q3.   WHAT IS THE SUBJECT MATTER OF YOUR SETTLEMENT TESTIMONY?**

9   A.   I am submitting testimony in support of the Settlement Agreement (“Settlement”) entered  
10       into between and among Indiana Michigan Power Company (“I&M” or “Company”), the  
11       Indiana Office of Utility Consumer Counselor (“OUCC”), the Citizens Action Coalition  
12       (“CAC”), the Data Center Coalition (“DCC”), Amazon Data Services, Inc. (“Amazon”),  
13       Microsoft Corporation (“Microsoft”) and Google LLC (“Google”) (collectively the  
14       “Settling Parties”) as filed with the Commission in this Cause on November 22, 2024.

15   **Q4.   IS THE SETTLEMENT FAIR, REASONABLE, AND IN THE PUBLIC**  
16       **INTEREST?**

17   A.   Yes, the Settlement is fair, reasonable, and in the public interest as demonstrated below:

- 18       1. The Settlement amends I&M’s Tariff I.P. and equitably applies to new or expanded  
19       facilities with contract capacity of at least 70 MW or 150 MW on an aggregated  
20       basis.
- 21       2. The Settlement supports fair, reliable, and affordable service to all I&M customers  
22       and resolves all pending issues of connecting large loads to I&M’s electric grid.
- 23       3. The Settlement is in the public interest because it supports the continued economic  
24       growth of Indiana, while enabling I&M to effectively plan, invest, and serve the

1 resulting load growth for the benefit of all customers. This supports the ongoing  
2 investment to modernize the local electric grid for the benefit of all customers and  
3 ensures that costs to support Large Load Customers, as defined under Tariff I.P.  
4 (“LLC”), including data centers, are not passed along to other customers.

5 4. Under the Settlement, in alignment with its corporate values to partner with and  
6 support communities in which they invest, Amazon agreed to contribute \$500,000  
7 annually for five years to the Indiana Community Action Association, a provider of  
8 energy assistance and other programs to low-income people in Indiana.

9 5. The Settlement requires the Settling Parties to work collaboratively to develop a new  
10 customer program tariff proposal that enables participants to support investment in  
11 carbon-free resources while ensuring that all program costs are covered by program  
12 participants and remain consistent with the Five Pillars in Ind. Code § 8-1-2-0.6.

13 6. The Settlement requires I&M to continue to prioritize public safety in its emergency  
14 load reduction plans and support collaboration regarding I&M Load Shedding Events  
15 and Demand Responses.

16 7. The Settlement is the result of a collaborative negotiation process that supports  
17 I&M's abilities to: (a) provide cost-effective, dependable service to all customers; and  
18 (b) continue pursuing opportunities that enable third party economic development  
19 and investment of large loads, such as Amazon's data centers, within I&M's service  
20 territory.

21 **Q5. MANY OF THE SETTLING PARTIES PREVIOUSLY TESTIFIED ABOUT THE**  
22 **FAIRNESS OF MANDATORY TERM LENGTHS. IN YOUR OPINION IS THE**  
23 **MANDATORY TERM IN THE SETTLEMENT A FAIR, JUST, AND**  
24 **REASONABLE RESOLUTION?**

25 A. Yes. I believe the Mandatory Term that the Settling Parties agreed upon as part of the  
26 comprehensive settlement is fair, just, and reasonable. The “Initial Contract Term” will

1 be for a period of not less than 12 years. A LLC may designate a Load Ramp Period,  
2 which can be no greater than five years. If a Load Ramp Period is designated by the LLC,  
3 the Initial Contract Term shall commence after the Load Ramp Period ends. The  
4 “Contract Term” is the Load Ramp Period plus the Initial Contract Term.

5 **Q6. DO YOU RECOMMEND APPROVAL OF THE SETTLEMENT?**

6 A. Yes. I recommend approval of the Settlement, which is comprehensive and based on  
7 appropriate regulatory policy and rate design principles.

8 **Q7. DOES THIS CONCLUDE YOUR SETTLEMENT TESTIMONY?**

9 A. Yes, it does.

**VERIFICATION**

I, Carolyn A. Berry, Ph.D., hereby verify under the penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

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

Carolyn A. Berry, Ph.D.  
Amazon Data Services, Inc.

Dated: December 4, 2024