STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

SUBDOCKET FOR REVIEW OF DUKE	**)**	
ENERGY INDIANA, LLC'S GENERATION	**)**	**CAUSE NO. 38707**
UNIT COMMITMENT DECISIONS	**)**	**FAC123 S1**

REPLY TO INTERVENORS' EXCEPTIONS TO DUKE ENERGY INDIANA'S PROPOSED ORDER

Duke Energy Indiana, LLC ("Duke Energy Indiana"), by counsel, responds to the Indiana Office of Utility Consumer Counselor's ("OUCC") Notice of Limited Joinder in Proposed Order, Advanced Energy Economy Inc.'s ("AEE") Submission of Proposed Order, Better Jobs Coalition of Indiana, Inc.'s ("Better Jobs") Post Hearing Response Brief, Citizens Action Coalition of Indiana's ("CAC") Exceptions to Duke Energy Indiana's Proposed Order, and Sierra Club's Submission of Proposed Order, as follows.

The OUCC and Intervenors have submitted voluminous exceptions, briefs, and submissions in response to Duke Energy Indiana's Proposed Order. Their lengthy contentions are without merit. The record in this proceeding demonstrates that Duke Energy Indiana conducts robust analyses that support its unit commitment decisions for all of its generating units.

The Company thoroughly discusses its approach to committing Edwardsport Generating Station ("Edwardsport"), due to its unique operating characteristics, and Cayuga Generating Station ("Cayuga"), due to the Commission-approved special contract. The OUCC and Intervenors would have Duke Energy Indiana disregard the unique situations at Edwardsport and Cayuga and have the Company commit the units in a manner that is inappropriate for customers. Further, the parties in this proceeding engage in backwards looking analyses to support their

allegations. The Commission has clearly stated it does not engage in a hindsight review. Rather, in determining whether a utility acted prudently it must review the circumstances as they existed considering what was known or should reasonably have been known by the utility at the time of its actions.[1] The parties also recommend various types of additional analyses regarding resource type, unit retirements, and fuel procurement. These recommendations are unwarranted as Duke Energy Indiana already provides robust analysis, when compared to other Indiana utilities, in its FAC proceedings. Furthermore, any long-term analysis contemplating resource types and unit retirements are inappropriate in an FAC proceeding. For these reasons the Commission should reject the various recommendations of the OUCC and Intervenors.

I. OUCC's Notice of Limited Joinder in Proposed Order ("Notice")

In its Notice, the OUCC joins section 9(c) of the proposed order of CAC and Sierra Club asserting the Commission should disallow the $1.4 Million in market losses from committing one unit at the Cayuga Generating Station as "must-run" for purposes of meeting the contractual obligation to provide steam for a customer. In its Notice, the OUCC does not join any other aspect on any other exceptions or recommendations put forth by any other Intervenor in this cause. As discussed later in this reply, this position is without merit. Further, the OUCC did not make this assertion in IURC Cause No. 44087. The OUCC instead recommended approval, along with crediting to or recovering from customers all net costs[2] associated with committing Cayuga in compliance with the Commission-approved steam contract, in every FAC proceeding since the final order approving Cause No. 44087 (January 25, 2012). Notably, the OUCC did not raise this issue in its prefiled testimony in the instant proceeding. The OUCC has never recommended a disallowance regarding the steam contract in any prior FAC proceeding. The

[1] Duke Energy Ind., Inc., Cause No. 38707 FAC 76 S1, 2009 WL 3455937 at 17 (IURC Oct. 21 2009).
[2] In its proposed order, the CAC uses the term "market losses".

OUCC has never recommended a change regarding the commitment decisions related to the steam contract. Due to the lack of evidence put forth by the OUCC and in line with its long-held position, the Commission should disregard the OUCC's Notice and not disallow costs related to serving the steam customer, in accordance with the steam contract approved in Cause No. 44087.

As to the remainder of the OUCC's testimony and its decision not to join any parts of other intervenors' proposed order, the OUCC's position in this regard is warranted, as it corresponds with Dr. Boerger's testimony and its years of recommendations by other OUCC witnesses in the Company's FAC proceedings.

II. AEE's Submission of Proposed Order ("Submission")

The assertions put forth in AEE's Submission should be rejected in their entirety. It is apparent that AEE fails to understand the scope of this proceeding. In its March 12, 2020 Docket Entry establishing this proceeding, the Presiding Officers held "the review shall be limited to unit commitment decisions during the reconciliation period." Despite this narrow passage, AEE asserts that Duke Energy Indiana had a statutory requirement to demonstrate it always procured the least cost energy and supported each and every "must-run" unit commitment decision.[3] Duke Energy Indiana Witness Mr. John Swez, has provided robust testimony in this proceeding regarding the numerous meetings, communications, and analyses that go into unit commitment decisions. Yet, AEE asserts the analysis is insufficient because it believes "these factors must be fully documented and explained, including their relative importance and underlying assumptions".[4] This claim defies logic. In every FAC proceeding, Duke Energy Indiana provides reams of testimony, discovery, and workpapers, explaining its robust effort in determining unit commitment decisions and adequately support and explains its approach.

[3] Submission at 3.
[4] Id. at 3.

Further, AEE puzzlingly supports its claim by pointing to the Commission's finding in Cause No. 45052. It is unclear why the Commission's denial of Vectren's Certificate of Public Convenience and Necessity would apply to Duke Energy Indiana's unit commitment decisions during an FAC reconciliation period. The Company doesn't refute that the energy landscape is changing. However, the types of resources that make up the Duke Energy Indiana portfolio are not at issue in this proceeding. This is a subdocket wherein the "review shall be limited to unit commitment decisions during the reconciliation period", not an IRP process, CPCN petition, or even a base rate case.

In its Proposed Order, AEE proposes that the Commission adopt the following language: "*Duke Energy Indiana shall update the Commission on its 2021 and 2022 projected coal burn and coal purchases. Annually, it shall also update the Commission in future FAC proceedings on how it proposes to address its coal inventory if it reaches maximum levels.*" This is a perplexing inclusion as it is outside the scope established in the Commission's Docket Entry creating this proceeding. It is also unnecessary, as the Company is already under Commission Order to, in its first quarterly FAC filings, update the Commission on its procurement plans for the current and following calendar year.[5] Furthermore, an additional mechanism ordering Duke Energy Indiana to update the Commission on how the Company proposes to address high inventory is unnecessary as this is already done in <u>every</u> FAC testimony. The Commission affirmed this approach in its Final Order in FAC 125. In that Order the Commission found the following: "In each FAC proceeding, [the Company] provides an update on Applicant's procurement strategy as well as an update on activity with existing contracts".[6] Additionally, "…we find it is a reasonable expectation that Duke Energy Indiana continue to present a

[5] Duke Energy Ind., LLC, IURC Cause No. 38707 FAC 125 pg. 20
[6] Id. at 19

discussion of its decrement pricing practices, coal procurement strategy, and significant coal contracts in subsequent FAC filings".[7] The Commission should reject AEE's recommendations as unnecessary, beyond the scope of this proceeding, and not supported by substantial evidence.

III. Better Jobs' Post Hearing Response Brief ("Brief")

The Commission should reject Better Jobs' assertions in their entirety. In its Brief, Better Jobs makes unfounded accusations about the character of the Company's witnesses and mischaracterizes the Company's testimony. Although Better Jobs argues that the Company did "not satisfy its evidentiary burden", it provides little to no support for its assertions, other than lengthy prose and vintage movie references. A quick detour into the evidentiary record would demonstrate that Better Jobs' own analysis is flawed in obvious ways.

It should also be noted that Better Jobs misrepresents the entire premise of this proceeding. Specifically, in its Brief, Better Jobs asserts that in this proceeding the Company must demonstrate that each and every commitment decisions resulted in "the lowest fuel cost reasonably possible".[8] At first blush, this may seem appropriate, but it misleads as to the original intent of this proceeding. In its March 12, 2020 Docket Entry establishing this proceeding, the Presiding Officers held "the review shall be limited to unit commitment decisions during the reconciliation period." The entire purpose of this proceeding was articulated in that one sentence. Better Jobs describes this proceeding as some kind of super FAC that carries with it all the statutory requirements of an FAC proceeding, but applied only to unit commitment decisions, disregarding the multitude of other factors contemplated by the Indiana General Assembly when establishing those statutory requirements. Better Jobs asserts that the Company has a statutory requirement to purchase energy from the MISO markets when

[7] Id.
[8] Better Jobs Coalition of Indiana, Inc, Post Hearing Brief at Pgs. 2-3.

it would "save customers money" and any time the Company does not do this, those costs should be disallowed. This assertion is nonsensical as it is impossible to know energy prices before the daily markets clear. Further, it is contrary to long-held Commission precedent. The Commission does not engage in a hindsight review. Rather, in determining whether a utility acted prudently it must review the circumstances as they existed considering what was known or should reasonably have been known by the utility at the time of its actions. *See Duke Energy Ind., Inc.*, Cause No. 38707 FAC 76 S1, 2009 WL 3455937 at 17 (IURC Oct. 21 2009). The reams of testimony, discovery, and workpapers explaining the robust effort Duke Energy Indiana undertakes in projecting market prices in order to better inform its unit commitment decisions adequately support and explain its calculations and approach.

Despite largely relying on its own rhetoric, Better Jobs asserts that Duke Energy Indiana did not supply an analysis demonstrating that the longer-term commitment of Edwardsport Station reduces customer costs when compared to a practice where the Company would turn off the gasifiers and buy energy from the short-term MISO market. Duke Energy Indiana has long submitted that this type of analysis is possible, but inappropriate for an FAC proceeding. The in-depth, long term nature of the type of analysis Better Jobs suggests is ultimately concerning unit retirements. Such an analysis would be better suited for the Company's IRP process. Unit retirements are not contemplated in FAC proceedings. As Duke Energy Indiana Witness Mr. John Swez has identified on numerous occasions, an analysis of this nature is complex, considers numerous factors, and would be impractical to conduct in the short-term FAC window.

Another oversight is found in Better Jobs discussion of the Company's FERC Form 1 data. As Mr. Swez testified at the evidentiary hearing, Better Jobs' logic is flawed. Better Jobs is comparing two different things; the all-in cost of operating a generating station (including

fixed costs) versus the price of energy in MISO, which includes only variable costs.[9] Better Jobs states: "According to Mr. Swez, peak day-ahead prices on MISO's Indiana Hub averaged $31.50 during FAC 123 (page 16, line 6). But Duke's Form 1, submitted to the Federal Energy Regulatory Commission shows that Edwardsport had much higher fuel and operational expenses of $51.20/MWh during 2019. BJC Exhibit No. CX-1 at 402.3. These expenses, it should be noted, exclude recognition or recovery of $2.7 billion in construction-related costs reported to FERC."

This is an improper comparison; Better Jobs takes the $203,916,222 cost to run the station (including fixed costs) in 2019 and divides it by 3,981,904 MWh, resulting in $51.21/MWh. Better Jobs then compares this to the MISO energy cost of $31.50/MWh. Better Jobs asserts that this demonstrates the Company should have purchased energy from the MISO market because the cost of the unit was higher than the MISO energy price. As Mr. Swez testified at the evidentiary hearing, Better Jobs should have taken the variable cost to run the station of $110,309,072 (from the same FERC form 1 report) and divided it by 3,981,904 MWh, resulting in $27.70/MWh which is less than the MISO energy price. The fixed costs should not be used in commitment or dispatch decision-making. Better Jobs' analysis is only appropriate if they are making a retirement decision, not a commitment decision.

IV. CAC's Exceptions to Duke Energy Indiana's Proposed Order ("Exceptions")

The CAC's Exceptions simply reassert two long litigated issues that have previously been rejected by the Commission and should be wholly rejected again. First, the CAC once again attacks the Company's recovery of any costs associated with Edwardsport. The CAC claims that because the Company commits Edwardsport as "must-run" when the gasifiers are available,

[9] Tr. A-46, Lines 9-19.

those costs should be disallowed because it is not always cheaper than MISO energy prices. The CAC ignores the lengthy litigation, in Cause No. 45253, regarding the Company's operation of Edwardsport. The Commission took note of Edwardsport's unique operating characteristics in its Final Order, in that cause.

> "Edwardsport is the newest coal unit on the DEI system and continues to be a valuable asset for the Company's generating system, especially as the Company moves, as many utilities are, to retire older and less efficient coal plants. We also understand the many complexities and issues associated with primarily operating the plant on natural gas pointed out by Mr. Gurganus, not least of which is the requirement for new air permitting, elimination of tax incentives, and losing the optionality and diversity that operation primarily on coal provides. …we find that Edwardsport has showed steadily increasing gasifier availability and capacity factor in line with expectations, and we note that the Company has invested in improvements at the plant, often at shareholder expense, to achieve these improvements, which Mr. Gurganus expects to continue."[10]

This is precisely what Duke Energy Indiana has established in this proceeding. Edwardsport is a unique and complex generating station. Duke Energy Indiana's approach to committing Edwardsport is not outside the considerations identified by the Commission in Cause No. 45253. Isolating the economics of Edwardsport's operations in FAC 123 vis-à-vis the MISO energy market as "proof" that the station was committed inappropriately ignores its unique characteristics.

Second, the CAC once again attacks the special contract for steam service from Cayuga Station. Duke Energy Indiana does not dispute that the special contract, approved by the Commission in Cause No. 44087, influences the commitment decisions for the Cayuga units. Specifically, the Company is contractually obligated to provide steam to the steam customer. To fulfill this obligation the Company typically designates a Cayuga unit as "must-run" to ensure the unit is dispatched by MISO. This is not a new phenomenon as the contractual relationship

[10] IURC Cause No. 45253, Final Order at Pg. 74.

was fully litigated most recently in Cause No. 44087. As mentioned above, the OUCC fully participated in Cause No. 44087 and recommended approval. What's more, the CAC's analysis fails to account for the benefits realized by Duke Energy Indiana customers and Vermillion County, as a result of the special steam contract. As a result of the special contract the steam customer has made contributions to fixed costs, provided high paying jobs, and expanded the tax base. Requesting the Commission change the economic relationship that was approved in Cause No. 44087 and reviewed in every FAC since 2012 would entirely upend the special contract. Not only would that be inappropriate in the context of a subdocket that's review is "limited to unit commitment decisions during the reconciliation period [FAC123]", it would unexpectedly and detrimentally impact the steam customer, who was not a party to this proceeding.

Notwithstanding the continued attacks on Edwardsport and the Cayuga steam contract, the CAC includes facts not in the record and makes additional flawed recommendations in its Proposed Order. First, the CAC's Proposed Order expands the Commission Findings/Discussion to include a significant discussion of the MISO Independent Market Monitor's ("IMM") Study ("IMM Study").[11] As outlined in Petitioner's Opposition to Joint Motion for Leave, filed on November 18, 2020, the additional "evidence" CAC seeks to include is inadmissible for a myriad of reasons. The Commission has not granted the Joint Motion and as of this filing CAC's post-hearing hearsay "evidence" has not been admitted into the record. Duke Energy Indiana reasserts the arguments made in its response to the motion herein. The Commission should reject any recommendation relying on CAC's post-hearing hearsay "evidence" and strike any reference to it from Intervenors' pleadings. Regardless, even if such "evidence" were to be belatedly admitted to the record, there is nothing compelling therein that would change the

[11] Petitioner's Exhibit 9.

ultimate conclusion, that Duke Energy Indiana reasonably considers and implements its commitment and dispatch decisions.

Second, CAC includes a significant, subjective, and inflammatory discussion of the Company's coal inventory positions. For example, on page 43 of its Proposed Order, CAC states that during the FAC 123 time frame Duke Energy Indiana:

> …(3) increased its on-site and off-site coal inventories by hundreds of thousands of tons, and (4) committed to purchasing an additional million tons of coal for 2020, despite facing declining coal burns and increasing coal inventories. While these conditions all impacted FAC 123, they are also par for the course for Duke, and have led to persistent coal oversupply problems that result in the Company uneconomically burning coal at the expense of ratepayers.[12]

Setting aside the unnecessary accusatory tone CAC recommends the Commission adopt, the Company's coal inventory position is not relevant to this proceeding. As stated, numerous times, this proceeding is "limited to unit commitment decisions during the reconciliation period [FAC123]". The Company has provided reams of evidence demonstrating that its coal inventory positions did not impact unit commitment decisions made in FAC 123. Further, in his testimony, Duke Energy Indiana Witness Mr. John Verderame addressed the 2020 purchases and showed that the projected 2020 coal burns and projected inventory levels in 2020 supported these purchases.[13]

Third, CAC includes a discussion regarding Duke Energy's modeling efforts for its non-jurisdictional, non-RTO utilities. Specifically, CAC disregards Mr. Verderame's detailed explanation for the Company's utility specific approach and why a back-casting methodology is appropriate in the Carolinas, but not for Indiana.[14] CAC requests that the Commission require this methodology for Duke Energy Indiana despite the flaws identified by Mr. Verderame.

[12] CAC Proposed Order at Pg. 43
[13] Rebuttal Testimony of John A. Verderame at pg. 7, Lines 11-18
[14] Tr. D-15, line 12 through D-21, line 25

Moreover, CAC fails to demonstrate how this recommendation would impact unit commitment decisions in FAC 123 and makes numerous references to items outside the reconciliation period.[15]

Fourth, CAC misrepresents Mr. Verderame's testimony as it relates to "spot purchases" and "open positions". Specifically, CAC misrepresents the percent of coal under contract in November when the purchases for 2020 were made, when it states: "But if Duke has decided that it is prudent to maintain more open positions to help address market volatility, that further calls into question the reasonableness of the decision in November 2019 to commit to purchasing more coal in 2020 when Duke was already contracted for at least 90% of its then- projected 2020 coal burn."[16] As addressed in Mr. Verderame's Rebuttal Testimony:

> "In November 2019 when Duke Energy Indiana made its last coal purchasing decisions, the Company had projected burns of 11.6 million tons for 2020 and 11.5 million tons for 2021 with 8.8 million tons and 5 million tons under contract respectively. After the Company made a commitment for an additional 1 million tons of coal – 500,000 tons in each of 2020 and 2021, along with the purchase of an additional 500,000, in 2020, the Company was contractually hedged for 90% for 2020 and 53% for 2021 of its annual forecasted burns."[17]

The CAC's recitation of Mr. Verderame's testimony does not adequately represent what Mr. Verderame actually said in his rebuttal testimony. As seen above, the Company was not contractually hedged for 90% for 2020 and 53% for 2020 until after it made its coal purchasing decisions in November 2019.

Finally, CAC attempts to have the Commission opine on the use of buying out coal contracts as an inventory management tool.[18] Like all of the previous assertions made by CAC

[15] CAC Proposed Order at Pgs. 46-47.
[16] Id at 48.
[17] Rebuttal Testimony of John A. Verderame at pg. 7, Lines 11-18
[18] CAC Proposed Order at Pg. 49.

regarding the Company's fuel procurement practices, contract buy-outs are not relevant to the unit commitment decisions made during the FAC 123 reconciliation period.

V. Sierra Club's Submission of Proposed Order ("Submission")

Similar to the CAC, the Sierra Club's Submission once again attempts to relitigate issues already decided by the Commission. Particularly, Sierra Club asserts the Commission should disregard the unique operating characteristics of Edwardsport Station and the Commission approved special contract for steam service from Cayuga.

Sierra Club's arguments are identical to CAC, regarding Edwardsport. Therefore, Sierra Club has the same problem previously discussed. The Commission found in its Final Order in 45253 that Edwardsport is a unique and complex generating station and a "valuable asset".[19] Duke Energy Indiana's approach to committing Edwardsport conforms to the characteristic considerations identified by the Commission in Cause No. 45253 and its performance continue to approve. Treating Edwardsport like any of the Company's other units would ignore its unique characteristics. Additionally, isolating the economics of Edwardsport's operations in FAC 123 vis-à-vis the MISO energy market as "proof" that the station was committed inappropriately is nothing more than another attempt at unpersuasive hindsight analysis. As stated previously, the Commission does not engage in a hindsight analysis. Rather, in determining whether a utility acted prudently it must review the circumstances as they existed considering what was known or should reasonably have been known by the utility at the time of its actions.[20] This is true of unit commitment decisions, particularly at Edwardsport.

Like CAC, Sierra Club wishes to relitigate the special contract for steam service from Cayuga, as approved by the Commission in Cause No. 44087 and reviewed in every FAC since

[19] Duke Energy Ind., LLC, IURC Cause No. 45253 pg. 74
[20] Duke Energy Ind., Inc., Cause No. 38707 FAC 76 S1, 2009 WL 3455937 at 17 (IURC Oct. 21 2009)

2012. While the CAC argues its recommendations do not interfere with the special contract for steam service[21], Sierra Club directly calls for the Commission to "revoke its approval and amend or rescind" the special contract.[22] Requesting that the Commission alter its Final Order in Cause No. 44087, amending or rescinding the contractual agreement would be unprecedented in a proceeding that's review is "limited to unit commitment decisions during the reconciliation period [FAC123]". It would also run contrary to the Commission's October 5, 2020 Order striking portions of CAC's testimony and stating that the Cayuga contract "is approved and not subject to review in the FAC". [23] As mentioned above, if the Commission were to adopt this unprecedented step it would unexpectedly and detrimentally impact the steam customer, who was not a party to this proceeding.

Sierra Club further requests the Commission require Duke Energy Indiana to conduct a cost of service study to "determine whether retail electricity customers continue to benefit from the steam contract under its current terms and whether the incremental and variable costs of operating Cayuga in the current energy market require a reallocation of fuel costs between Duke, International Paper, and retail electricity customers."[24] Like many of the other recommendations made by Sierra Club and other Intervenors, this is outside the scope of this proceeding. The cost of service at Cayuga has nothing to do with unit commitment decisions during the FAC 123 reconciliation period. Additionally, Duke Energy Indiana has stated that it will be renegotiating the special contract with the steam customer, as the Company's base rates and cost of service

[21] CAC Post Hearing Brief at Pg. 26.
[22] Sierra Club Opening Brief at Pg. 23.
[23] The Commission's 10/5/20 Order striking portions of CAC's testimony stated the following regarding the scope of this proceeding: "Thus, the evidence in this proceeding is limited to the 123 reconciliation period. Additionally, coal decrement pricing and its impact on the commitment process are not relevant to this proceeding. Instead, those issues have been addressed in the quarterly FAC filing. Finally, the Cayuga contract is approved and not subject to review in the FAC. However, the impact of the Cayuga contract on unit commitment is relevant to this proceeding."
[24] Id. at 24.

were recently updated in Cause No. 45253. Any requirement to do so in an FAC or some subsequent compliance filing to this proceeding would be unprecedented and inappropriate.

VI. Conclusion

The record in this proceeding demonstrates that Duke Energy Indiana conducts robust analyses that support its unit commitment decisions for all of its generating units. The OUCC and Intervenors have provided no support for their recommended disallowances and additional analysis requirements. The parties in this proceeding continue to engage in backwards looking analyses to support these allegations, despite the Commission clearly stating it does not engage in a hindsight review. They also continue to pursue issues outside the clearly defined scope of the proceeding. For the reasons articulated above, Duke Energy Indiana respectfully requests that the Commission reject the various recommendations and Proposed Orders submitted by the OUCC and Intervenors and adopt, as filed, the Proposed Order submitted by Duke Energy Indiana.

Respectfully submitted,

DUKE ENERGY INDIANA, LLC

By: 

Melanie D. Price, Atty. No. 21786-49
Andrew J. Wells, Atty. No. 29545-49
Duke Energy Business Services LLC
1000 East Main Street
Plainfield, Indiana 46168
Telephone: (317) 838-6877
Fax: (317) 838-1842
melanie.price@duke-energy.com
andrew.wells@duke-energy.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing electronically this 6th day of January 2021 to the following:

OUCC
Lorraine Hitz-Bradley
Michael Eckert
Office of Utility Consumer Counselor
115 W. Washington Street, Suite 1500 South
Indianapolis, Indiana 46204
LHitzBradley@oucc.in.gov
meckert@oucc.in.gov
infomgt@oucc.in.gov

NUCOR
Anne E. Becker
Lewis Kappes, P.C.
One American Square, Suite 2500
Indianapolis, Indiana 46282-0003
abecker@lewis-kappes.com

SDI
Robert K. Johnson
2454 Waldon Dr.
Greenwood, IN 46143
rjohnson@utilitylaw.us

INDIANA COAL COUNCIL
Jeffery A. Earl
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
jearl@boselaw.com

AEE
David T. McGimpsey
DENTONS BINGHAM GREENEBAUM LLP
212 W. 6th Street
Jasper, IN 47546
david.mcgimpsey@dentons.com

SIERRA CLUB
Tony Mendoza
Megan Wachspress
Sierra Club
2101 Webster Street, 13th Floor
Oakland, CA 94612
megan.wachspress@sierraclub.org
tony.mendoza@sierraclub.org

Kathryn Watson
Katz Korin Cunningham
334 North Senate Avenue
Indianapolis, IN 46204
kwatson@kkclegal.com

CAC
Jennifer A. Washburn
Citizens Action Coalition of Indiana, Inc.
1915 W. 18th Street, Suite C
Indianapolis, IN 46202
jwashburn@citact.org

Cassandra McCrae
Earthjustice
1617 John F. Kennedy Blvd., Suite 1130
Philadelphia, PA 19103
cmccrae@earthjustice.org

Shannon Fisk
Earthjustice
1617 John F. Kennedy Blvd., Suite 1130
Philadelphia, PA 19103
sfisk@earthjustice.org

Melissa Legge
Earthjustice
48 Wall Street, 15th Floor
New York, NY 10005
mlegge@earthjustice.org

BETTER JOBS
Clayton C. Miller
CLAYTON MILLER LAW, P.C.
P.O. Box 441159
Indianapolis, IN 46244
clay@claytonmillerlaw.com

Melanie D. Price, Atty. No. 21786-49
Andrew J. Wells, Atty. No. 29545-49
Duke Energy Business Services LLC
1000 East Main Street
Plainfield, Indiana 46168
Telephone: (317) 838-6877
Fax: (317) 838-1842
melanie.price@duke-energy.com
andrew.wells@duke-energy.com