

STANDARD CONTRACT RIDER NO. 17
CURTAILMENT ENERGY
(Applicable to Rates CSC, HL, PL, SL, & PH)

AVAILABILITY:

This Rate is closed and not available for service to additional customers after the effective date of this tariff but remains in effect for current Rate CSC, HL, PL, SL, and PH customers currently enrolled in Standard Contract Rider No. 17. Available to the Rate HL, PL, SL, and PH Customer who enters into a written contract to curtail a portion of Customer's electric load upon request. The Company will, from time to time, inform interested Customers of the terms for Curtailment Energy. This rider is not available to any Customer who is otherwise interruptible or curtailable. Company does not warrant uninterrupted delivery of energy and a Customer choosing this Rider remains subject to periods of reduced energy supply due to disruptions of transmission or distribution facilities or any failure of supply regardless of cause.

DEFINITIONS:

- Contract Term: Calendar months that the Company offers to purchase Curtailment Energy (generally, but not exclusively, quarterly).
- Firm Power Level (FPL): The demand in KW that Customer agrees not to exceed during each Curtailment Period.
- Curtailment Period: A period of time chosen by the Company in its sole discretion during which the Customer, after proper notification, should reduce its metered KW load to the FPL. The Curtailment Period does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract
- Energy Credit Rate: The energy credit the Customer receives for each KWH of Curtailment Energy Customer provides the Company. The energy credit will be specified by the Company at the time a Contract Term is defined.
- Capacity Credit Rate: The capacity credit the Customer receives for each KW of Curtailment capacity the Customer provides the Company.
- Noncompliance Energy Rate: The charge for each KWH of Noncompliance Energy that the Customer consumes during a Curtailment Period. The charge will be equal to twice the Energy Credit.
- Proforma Load: The Company's estimate of the Customer's load during a Curtailment Period that would have occurred but for the Company's request to curtail.
- Available Curtailment Energy: The KWH energy obtained by subtracting the FPL from the Proforma Load for each hour of the Curtailment Period.

Issued Pursuant to
Cause No. 45911
Effective
May 9, 2024
Indiana Utility Regulatory Commission
Energy Division

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 17 (Continued)

DEFINITIONS: (Continued)

- Curtailment Energy: The KWH energy obtained by subtracting the Customer's actual metered consumption from the Proforma Load for each hour of the Curtailment Period.
- Noncompliance Energy: The result of subtracting Curtailment Energy from Available Curtailment Energy. Negative values will not be used in billing.
- Curtailment Capacity: The difference between the Customer's billing demand and the FPL.

ADJUSTMENTS TO MONTHLY BILLING:

Curtailment Energy will be added to the Customer's metered energy during each Curtailment Period. The Company can specify a recovery period following a Curtailment Period. During the recovery period, the Customer's demand will not be used in determining the billing demand; however, the Customer must still limit his consumption to the capacity of the existing service. The availability and timing of a recovery period will be set for each Contract Term. All credits and charges will be calculated for a calendar month and reflected on a subsequent bill issued to the Customer.

NOTIFICATION OF CURTAILMENTS:

The Company will provide at least 10 hours' notice prior to the beginning of a Curtailment Period. Notification procedures will be specified in the contract.

MAXIMUM HOURS CUSTOMER REQUESTED TO CURTAIL LOAD:

The Company in its sole discretion will set the maximum hours for curtailment at the time a contract offer is made. The hours will be limited for the Contract Term and for each month of the Contract Term. The Curtailment Period will not be more than 8 hours in any one day, and does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.

MINIMUM CURTAILMENT CAPACITY:

Customer will provide at least 500 kW Curtailment Capacity. School systems with multiple services can have services with less than 500 kW of Curtailment Capacity, but the total Curtailment Capacity of all services must be greater than 2000 kW and there will be one notification per school system.

CALCULATION OF MONTHLY ENERGY CREDIT:

Customers will receive a credit that is the product of the Energy Credit Rate and the Curtailment Energy.

CALCULATION OF MONTHLY CAPACITY CREDITS:

Customers will receive a credit that is the product of the Curtailment Capacity and the Capacity Credit Rate. The credit will be reduced by an administrative fee, which will be set for each Contract Term.

CALCULATION OF MONTHLY NONCOMPLIANCE ENERGY CHARGE:

Customers will receive an additional charge that is the product of the Noncompliance Energy Rate and Noncompliance Energy or applicable MISO penalty, whichever is greater.

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STANDARD CONTRACT RIDER NO. 17 (Continued)

NONCOMPLIANCE:

If in any month the Curtailment Energy as a percent of the available Curtailment Energy is less than 95%, the Customer may, at the Company's discretion, lose the Capacity Credit for that month. If in any month the Curtailment Energy as a percent of the available Curtailment Energy is less than 90%, the Customer may, at the Company's discretion, lose the Capacity Credit for that month and pay the Company an amount equal to the lost Capacity Credit. Continued non-compliance may also result in the Customer's removal from the program at the Company's discretion.