

**STANDARD CONTRACT RIDER NO. 1  
CUSTOMER LOAD CHARACTERISTICS  
(Applicable to All Rates)**

Where the Customer equipment installed may have intermittent, violently fluctuating or disruptive characteristics; for example, fire pumps, elevators, cranes, hoists, X-ray machines, welders, etc., the Customer shall, at his expense, install and operate such electrical and/or mechanical devices as are necessary to limit any and all fluctuation of voltage at the point of delivery not to exceed two percent (2%) above or below the impressed voltage at that point and/or to avoid damaging Company or other Customers facilities.

Where the Customer equipment installed may cause voltage or current wave distortion (harmonics); for example, rectifiers, inverters, adjustable speed drives, arc furnace facilities, etc.; the Customer shall, at his expense, install and operate such electrical and/or mechanical devices as are necessary to limit total harmonic distortion of current on the Company's system to levels consistent with current industry standards, such as IEEE Std. 519-1992 and IEC 555-2 as they relate to Customer facilities.

If, because of the character of the Customer's load described above, the Company has to install additional capacity or facilities not deemed by the Company as necessary for normal service, the Company may install such facilities following notification to the Customer. The following Customer charges and conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur to reflect additions and removals and the current installed cost, as determined by the Company, at time of revision will be used to determine the monthly charge. All inventories will be reviewed whether or not additions or removals take place, at least every five (5) years, for the purpose of determining such current installed cost.
- C. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation. The Customer shall pay the entire cost of removing the equipment to the Company's store room.
- D. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- E. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

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

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 1 (Continued)

- F. The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.

Where the Customer equipment installed may be sensitive to utility switching from reclosures, sectionalizers, disconnect switches, substation circuit breakers, etc. or natural phenomena; for example, faults, lightning, etc. that may result in a loss of service, transient, voltage sag, voltage swell, phase unbalance, etc. the Customer shall, at his expense, install and operate electrical and/or mechanical devices as are necessary to mitigate these effects.

STANDARD CONTRACT RIDER NO. 2  
STAND-BY SERVICE  
(Applicable to Rates PL & SL)

Stand-by service is service which is available for use in place of another source of power supply, but which is not actually used except in emergency. A contract for such service for a term not less than one (1) year will be made with any Customer desiring stand-by service provided the Company has sufficient capacity in all of its necessary facilities to supply such service at the location requested and under the following conditions:

- A. Company will maintain facilities in readiness at all times to serve Customer's contract requirements, except in circumstances beyond Company's control.
- B. Customer at his expense will install and maintain all necessary facilities including throw-over switching devices.
- C. Customer will contract for sufficient capacity to meet his minimum requirements in increments of 100 KW but in no case for less than 500 KW.
- D. The contract capacity will be billed monthly under the provisions of Rate PL if service is delivered at primary voltage and Rate SL if service is delivered at secondary voltage. Capacity and energy used will be determined by a suitable Company-owned and maintained metering installation.
- E. The Company shall not be required to supply power in excess of the contract demand. If, however, the contract demand is exceeded in any billing period such higher billing demand shall be used for all of the remaining billing periods for the current term of the contract unless superseded by a higher demand. The billing demand for any contract term may never be less than the greater of the highest actual demand or the contract demand. Demands will be determined in accordance with the provisions of the applicable rate schedule.
- F. Arrangement for reduction of the capacity being billed may be made at any time, at the Customer's request, provided the new capacity requested to be reserved for the Customer is not less than the average of the three greatest demands occurring in any one of the immediately preceding twelve months, nor less than the original quantity contracted for.

STANDARD CONTRACT RIDER NO. 3  
TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM IMPROVEMENT CHARGE  
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a Transmission, Distribution and Storage System Improvement Charge (TDSIC) Adjustment, applicable for approximately twelve (12) months or until superseded by a subsequent factor, shall be made in accordance with the following provisions:

- A. The TDSIC adjustment shall be calculated by multiplying the firm KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{TDSIC} = ((R_d \times A_d) + (R_t \times A_t)) / S \quad (\text{For each rate class})$$

where:

1. "TDSIC" is the annual adjustment factor beginning with the Month of November 2023 and consisting of the following costs:
  2. "Rd" equals the twelve (12) month revenue requirement based upon the distribution project costs approved by the Commission in a TDSIC adjustment proceeding.
  3. "Rt" equals the twelve (12) month revenue requirement based upon the transmission project costs approved by the Commission in a TDSIC adjustment proceeding.
  4. "Ad" represents the applicable distribution allocation percentage(s) for each rate class.
  5. "At" represents the applicable transmission allocation percentage(s) for each rate class.
  6. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "TDSIC", consisting of the net sum in kilowatt-hours of:
    - (a) Net Generation
    - (b) Purchases and
    - (c) Interchange-in, less
    - (d) Inter-system Sales,
    - (e) Energy Losses and Company Use.
- B. Costs shall be allocated to the rate classes based on the percentages approved in Cause No. 45911.
- C. The TDSIC Adjustment Factor as computed above shall be further modified to allow the recovery of revenue-based tax charges occasioned by the TDSIC Adjustment revenues.
- D. The TDSIC Adjustment Factor may be further modified to reflect the difference between the actual and estimated TDSIC Adjustment revenues.
- E. The Adjustment Factor to be effective for all bills beginning with the date below will be:

\$0.001893 per KWH for Rates RS, CW, and EVX (with associated Rate RS service)

\$0.001523 per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

\$0.000613 per KWH for Rate PL, HL

\$0.000933 per KWH for Rates SL, PH, and EVX (with associated Rate SL service)

\$0.001458 per KWH for Rates MU-1, APL

**STANDARD CONTRACT RIDER NO. 4**  
**ADDITIONAL CHARGE FOR TRANSFORMERS AND OTHER FACILITIES**  
**FURNISHED BY COMPANY TO CUSTOMER**  
(Applicable to Rates SS, OES, SL, PL, CSC, and HL)

If, because of the character of the Customer's load, Customer's desire for duplicate service facilities, legal or engineering requirements or other good reason, the Customer requests the Company to install facilities not deemed by the Company as necessary for normal service, the Company will install such facilities providing the Company has no engineering, legal, or safety reason for not making such installation; or if the Customer desires the Company to own, operate and maintain equipment such as transformers, supplementary equipment, lines and other facilities on the Customer's side of the point of delivery of energy (i.e. Company's disconnect switches) Company, if it has such equipment, and if it is willing to do so, may furnish, operate and maintain said equipment for the Customer.

In either case the following conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur in the field to reflect installs and removals based on the current installed cost of all additions and original installed cost of the items being removed as determined by the Company. These changes will result in a revision to the monthly charge. All inventories will be reviewed for unbilled additions or removals at least every five (5) years, for the purpose of assuring the billing inventories are current.
- C. The term of this Contract shall begin at the time the service is installed and metered under the Customer's name and assigned rate classification and extend for a period of five (5) years. The Effective Date will appear on the estimated Billing Inventory. This agreement will be automatically renewed for successive like terms. This agreement may be cancelled by either party after fulfillment of the initial five-year term upon notice to that effect given to the other party at least sixty (60) days in advance.
- D. If, in the judgment of the Company, the Customer may not be expected at the time of installation to use such equipment for the term of this contract the Customer shall pay the entire cost of installation, removal, less the salvage value of the equipment in advance.
- E. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation, or when in the Company's judgment the Customer's use of the equipment threatens to injure any of it.
- F. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- G. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

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

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 4 (Continued)

The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.

STANDARD CONTRACT RIDER NO. 5  
SHORT TERM SERVICE  
(Applicable to Rates SS, SL, and PL)

In consideration of the term during which electrical energy is to be supplied hereunder being less than the standard three (3) year term, such electrical energy will be delivered and paid for under the following conditions:

- A. The Contract is for continuous service during a term less than the standard three year term. It is not for intermittent periods of use.
- B. The use of the service shall conform to the availability clause of Rates SS, SL, or PL, whichever is selected by the Customer.
- C. Contracts shall be for a specified capacity, stated in equivalent kilowatts at eighty percent (80%) lagging power factor or better.
- D. The demand charge and the minimum bill in any month of the contract term shall be calculated from the average of the three highest fifteen minute interval demands which occurred in the billing month under consideration, but not less than the highest demand billed in any of the preceding eleven months, nor less than seventy-five percent (75%) of the kilowatts of capacity contracted for.
- E. All other rate provisions shall be as stated in the applicable rate selected by the Customer.
- F. If a line extension is necessary it will be provided under Rule 12.1 or 12.2 of the Company's Rules & Regulations.

STANDARD CONTRACT RIDER NO. 6  
FUEL COST ADJUSTMENT

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a fuel cost adjustment applicable for approximately three (3) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

- A. The fuel cost adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{Adjustment Factor} = \frac{F}{S} - \$0.039027$$

where:

1. "F" is the estimated expense of fuel based on a three-month average cost beginning with the month of September 2024 and consisting of the following costs:
  - (a) The average cost of fossil and nuclear fuel consumed in the Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform System of Accounts for Public Utilities and Licensees;
  - (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
  - (c) The net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than the Company's fuel cost of replacement net generation from its own system at that time; less
  - (d) The cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "F", consisting of the net sum in kilowatt-hours of:
  - (a) Net Generation,
  - (b) Purchases and
  - (c) Interchange-in, less
  - (d) Inter-system Sales,
  - (e) Energy Losses and Company Use.

**Issued Pursuant to**  
**Cause No. 38703 FAC 144**  
**Effective**  
**August 30, 2024**  
Indiana Utility Regulatory Commission  
Energy Division

Effective August 30, 2024



STANDARD CONTRACT RIDER NO. 6 (Continued)

- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of revenue-based tax charges occasioned by the fuel adjustment revenues.
- C. The Adjustment Factor may be further modified to reflect the difference between incremental fuel cost billed and the incremental fuel cost actually experienced during the months of February 2024 through April 2024.
- D. The Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for September 2024 (Regular Billing District 41 and Special Billing Route 01) will be \$(0.007725) per KWH.

**Issued Pursuant to**  
**Cause No. 38703 FAC 144**

**Effective**  
**August 30, 2024**

Indiana Utility Regulatory Commission  
Energy Division

Effective August 30, 2024

STANDARD CONTRACT RIDER NO. 7  
EMPLOYEE BILLING  
(Applicable to Rates RS and EVX)

AVAILABILITY:

Available, upon application, to employees of the Company, who have been employed continuously not less than twelve (12) consecutive months immediately prior to the date of application. An application must be made for each change of legal residence.

Electric water heating may be separately metered and separately billed in accordance with the Company's applicable rate schedule. When electric energy is used on the same premises for other than residential purposes, such energy shall be separately metered and billed in accordance with the Company's approved rate schedule applicable thereto, except as specifically allowed in Rule 29.3.

By acceptance of this rate the employee agrees that the Company may, at its option, deduct from the wages and salary of the employee charges for service which are due and payable under this rate.

The sum of the Customer and Energy Charges will be subject to a discount of ten percent (10%) or twelve dollars and fifty cents (\$12.50), whichever is greater. All employees qualifying for this provision will be billed on Rate RS and Rate EVX, if applicable, and all of their terms and conditions shall apply.

Issued Pursuant to  
Cause No. 45911  
Effective  
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Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 8  
OFF-PEAK SERVICE  
(Applicable to Rates SL, PL, PH, CSC, and HL)

It is further understood and agreed, the Customer having applied specifically for this service, that if the Customer will restrict his demand upon the facilities of the Company during certain "On-Peak" hours (which are defined below), the demand charge for the monthly billing will be computed as follows:

- A. One hundred percent (100%) of the demand charge for the billing demand established during the restricted On-Peak hours, plus
- B. Fifty percent (50%) of the demand charge for the difference between (1) the billing demand established during the "Off-Peak" hours, and (2) the billing demand established during the restricted "On-Peak" hours.

Billing demands for both the "Off-Peak" and "On-Peak" time periods will be the average of the three highest fifteen minute integrated demands established during the billing period for each respective time period.

The restricted "On-Peak" hours are defined as the time between 6 a.m. and 10 p.m. on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time, due to changes in the Company's operating conditions. This change would occur only after no less than ten (10) days' notice has been given to all Customers who would be affected, and to the Indiana Utility Regulatory Commission.

For purposes of determining energy charges and demand ratchets to be applied in future months, the Billing Demand will be the average of the three highest fifteen minute integrated peaks, irrespective of time of occurrence.

Suitable instruments must be installed so that a definite record can be had of the Customer's demand.

All other provisions of the appropriate rate apply and are unchanged by this rider.

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Energy Division

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 9  
NET METERING FOR CUSTOMERS WITH RENEWABLE ENERGY RESOURCES  
(RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, and CSC)

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 customers per Ind. Code § 8-1-40-13 and -14. Total capacity on this Rider will be limited to one and one half percent (1.5%) of the company's most recent summer peak load with forty percent (40%) of the capacity reserved solely for the participation of residential customers, and fifteen percent (15%) reserved for the participation of customers that install a net metering facility that uses a renewable energy resource described in IC 8-1-37-4(a)(5) (organic waste biomass). Customer installations applicable to this Rider are limited to 1 MW or less. Facility capacity will be defined as the full load continuous rating of the generator under specified conditions designated by the manufacturer. For an inverter based generator, facility capacity will be defined as the lower value of the inverter, or aggregate output of all inverters' nameplate capacity in the facility.

It is the Customer's responsibility to request and provide relevant information to the Company for application of this Rider.

APPROVED ELECTRICAL CONNECTION:

Installation of the system will conform to the most current Indiana Electrical Code, and IEEE Std 1547. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3. Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as most recently revised, are acceptable as the testing basis for certification to IEEE Std 1547 requirements.

Conformance with the codes and standards does not convey any liability to the Company for damages or injuries arising from the installation or operation of the system.

METERING:

For customers served at single phase:

The Company will install one of the metering options below:

- 1) One main watt-hour meter capable of measuring net KWH.
- 2) One main watt-hour meter measuring KWH to the Customer, and one watt-hour meter measuring KWH to the Company. The reading of the second meter will be subtracted from the reading of the main meter to obtain net KWH for billing.

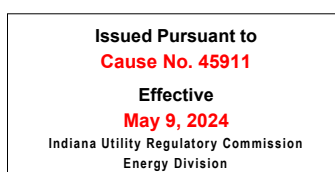
For Customers served at multi-phase:

The Company will not initially install special metering. The Company will, however, install metering capable of net metering, at the Customer's request and expense. Installation and use of the system in accordance with this Rider does not violate the exclusion provision under the qualifications for Rate SH.

In addition to the metering for billing, described above, the Company reserves the right to install, at its expense, a meter to measure the output of the system. The customer's responsibility includes all other wiring, raceways and connections associated with the system.

BILLING:

The bill will be calculated in accordance with all provisions of the appropriate tariffs. For purposes of billing, negative net KWH will be considered to be zero KWH. Negative net KWH will be carried forward to the next billing month. The credited KWH shall be carried forward indefinitely except that when the net metering customer elects to no longer participate in this Rider, all unused credits shall revert to the Company. Negative net KWH is not transferable to another account or service.



Effective May 9, 2024

Indianapolis Power & Light Company  
d/b/a AES Indiana  
One Monument Circle, Indianapolis, Indiana

I.U.R.C. No. E-19

Original No. 161.1

STANDARD CONTRACT RIDER NO. 9 (Continued)

LIABILITY INSURANCE AND INDEMNITY

A net metering Customer operating a net metering facility shall maintain homeowners, commercial, or other insurance providing a minimum of one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility.

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STANDARD CONTRACT RIDER NO. 10  
BACK-UP POWER  
(Applicable to Rates CGS and REP)

Back-up power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP to replace energy, ordinarily generated by the Customer's own generation equipment, during an unscheduled outage of the Customer's generation equipment.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing for back-up power not taken as Curtailable Power pursuant to Rate will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL. Where the Customer has existing service on Rate SL, Rate PL, or Rate HL at the point of delivery of back-up power and the back-up power is not being taken as Curtailable Power pursuant to Rate CGS, the back-up power rate will be calculated at the same rate as the existing service. Where the Customer has only back-up power or maintenance power from the Company and the back-up power is not being taken as Curtailable Power pursuant to Rate CGS, a Customer served at the secondary voltage level will be billed on the rate provisions of Rate SL and a Customer served at the primary voltage level or above will be billed on the rate provisions of Rate PL or Rate HL.

Where the energy is not used exclusively for residential purposes and the back-up power is taken as Curtailable Power pursuant to Rate CGS, billing will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL, as modified by the Curtailable Power back-up power provisions of Rate CGS.

STANDARD CONTRACT RIDER NO. 11  
MAINTENANCE POWER  
(Applicable to Rates CGS and REP)

Maintenance power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP during scheduled outages of the qualifying facility.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing for maintenance power not taken as Curtailable Power pursuant to Rate CGS will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL. Where the Customer has existing service on Rate SL, Rate PL, or Rate HL at the point of delivery of maintenance power and the maintenance power is not being taken as Curtailable Power pursuant to Rate CGS, the maintenance power rate will be calculated at the same rate as the existing service. Where the Customer has only maintenance power or back-up power from the Company and the maintenance power is not being taken as Curtailable Power pursuant to Rate CGS, a Customer served at the secondary voltage level will be billed on the rate provisions of Rate SL and a Customer served at the primary voltage level or above will be billed on the rate provisions of Rate PL or Rate HL.

Where the energy is not used exclusively for residential purposes and the maintenance power is taken as Curtailable Power pursuant to Rate CGS, billing will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL, as modified by the Curtailable Power maintenance power provisions of Rate CGS.

STANDARD CONTRACT RIDER NO. 12  
SUPPLEMENTARY POWER  
(Applicable to Rates CGS and REP)

Supplementary power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP used regularly by the qualifying facility in addition to that which the facility generates itself.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL if the Customer is served at the secondary voltage level and Rate PL or Rate HL if the Customer is served at the primary voltage level or higher.



STANDARD CONTRACT RIDER NO. 13  
AIR CONDITIONING LOAD MANAGEMENT ADJUSTMENT  
(Applicable to Rates RS, CW (with associated Rate RS service),  
SS, SH, UW, CW (with associated Rate SS service), SL, PL, PH and HL)

In addition to the rates and charges set forth in the above-mentioned Rates, an Air Conditioning Load Management Adjustment (ACLM Adjustment) applicable for the summer months of June through September shall be made in accordance with the following provisions:

A. Eligible Customers, with central air conditioning having an electric motor driven compressor, who establish a new electric service, subsequent to approval of this rider, and subsequent to the initiation of a non-participant surcharge (see paragraph C), have the option to participate in the Air Conditioning Load Management program. At the time the service is established, the Customer must elect to become a participant or non-participant. At any time thereafter, but limited to one change per year, a Customer may elect to change his status from participant to non-participant, or from non-participant to participant. Eligible Customers, not establishing or changing service, may also volunteer to participate in the program and will at that time be considered a participant. Notification of the Customer's election will be made in accordance with the Company's procedures. The Company, at its sole discretion, will determine which Customers will be considered to be eligible Customers.

1. If the Customer becomes a participant, the Company, or its contractors, will install an air conditioning load management device at a time that is consistent with the orderly and efficient deployment of this program. After the device is installed, the device will be activated at the next record date, and the customer will receive a credit on each bill issued in the summer months following the record date, as further described below.

2. If the Customer becomes a non-participant, an additional charge may be added to each summer month bill, as further described below.

B. Air conditioning cycling, using the air conditioning load management device, may occur between May 1 and September 30. Record dates to determine participant status will be May 15, June 15, July 15, and August 15. If no non-participant surcharges are to be collected (per paragraph C), then the record dates will be based on the date the customer signs up. In either case, credits or charges will be added to bills issued in June, July, August, and September.

C. An ACLM Adjustment charge of \$5.00 may be added to each Rate RS and CW (with associated RS service) non-participant's bill for each summer month that the Customer is determined to be a non-participant at the record date in the preceding month. This determination will be made no more than once per year. Initially, there will be no surcharge.

D. An ACLM Adjustment credit of \$5.00 will be deducted from each Rate RS and CW (with associated RS service) participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month. In addition, participants may choose the half-cycle service option. The air conditioners of the half cycle participants will be cycled at no more than half the prescribed cycling rate of the full participants, unless an emergency exists. An ACLM Adjustment credit of \$3.00 will be deducted from each Rate RS and CW (with associated RS service) half cycle participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month.

E. An ACLM Adjustment credit of \$5.00 per ton of cooling capacity will be deducted from each Rate SS, SH, UW, CW (with associated Rate SS service), SL, PL, PH and HL participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month.

STANDARD CONTRACT RIDER NO. 14  
INTERRUPTIBLE POWER  
(Applicable to Rates CSC, HL and PL)

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, and PL customers currently enrolled in Standard Contract Rider No. 14. This was available to Rate HL and PL Customers who enter into a written contract for interruptible power for a term of 5 years. Total interruptible capacity to be made available under this rider is limited to 100 megawatts. This rider will only be available to Customers with an interruptible demand of at least 1,500 KW. DEFINITIONS:

- Interruptible Credit (IC): The amount credited to a Customer's monthly bill for contracting for interruptible power.
- Capacity Credit (CC): The capacity credit is the monthly credit, before adjustments, the Customer receives for each KW of Period Interruptible Demand.
- Peak Period Hours (PPH): All hours between 11 a.m. and 10 p.m., May through October and between 8 a.m. and 10 p.m., November through April for all days except Saturday, Sunday and holidays.
- Notification Adjustment (NA): This factor is dependent on the notification period the Customer agrees to as follows:  
1.0 for ten (10) minute notification period.  
0.9 for one (1) hour notification period.  
0.8 for two (2) hour notification period.
- Period Interruptible Demand (PID): The Billing Demand less the Firm Power Level.
- Firm Power Level (FPL): The specified level of demand in KW that the Customer agrees not to exceed during each Interruption Period.
- Interruption Period (IP): A particular period chosen by the Customer during which the Customer, after proper notification, is required to ensure that its metered KW load will not exceed its FPL. The Interruption Period does not include any period of interruption caused by Force Majeure as defined in the contract.
- Billing Demand (BD): Customer's Billing Demand as determined under the Company's rate schedule covering its firm electric service to the customer.
- Peak Period Load Factor Adjustment (PPLFA): The decimal, calculated monthly, rounded up to four places, derived from the formula:

$$\frac{(\text{Customer KWH consumption during PPH} - (\text{FPL} \times \text{PPH}))}{((\text{BD} - \text{FPL}) \times \text{PPH})}$$

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

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 14 (Continued)

CAPACITY CREDIT SCHEDULE:

Capacity Credit:           \$ 6.00 per KW

INTERRUPTIBLE CREDIT CALCULATION:

The Interruptible Credit (IC) for a particular monthly bill shall be the product of the Capacity Credit (CC), the Peak Period Load Factor Adjustment (PPLFA), the Notification Adjustment (NA), and the Period Interruptible Demand (PID).

$$IC = CC \times PPLFA \times NA \times PID$$

MAXIMUM HOURS OF INTERRUPTION:

The Customer shall not be required by the Company to reduce the load to the Firm Power Level more than a total of 200 hours during any calendar year. Each request for an interruption shall be counted as the greater of eight (8) hours or the number of hours that the Company's electric service to the Customer was actually interrupted during the Interruption Period.

CONTRACT RENEWAL:

If the Customer wishes to extend the contract for an additional 5 years at the end of a contract period, the Customer must provide the Company with a notification of that intent at least two (2) years prior to the end of the contract. This renewal option is contingent on the continued availability of this rider, or a successor interruptible rate tariff or rider.

FIRM POWER LEVEL MODIFICATION:

After completion of the Customer's first year under an interruptible contract, the Customer may elect to modify its FPL by written notification to the Company. Modifications will be allowed provided that the Company determines that the amount of interruptible demand shall not thereby be reduced.

METHOD OF INTERRUPTION:

Notification of an interruption will be provided by telephone to the Customer by the Company. The Customer shall designate in writing a number for a dedicated telephone where someone will be available during all hours the Customer operates above the Firm Power Level. The individual who answers the telephone must be authorized to respond to the request for interruption. This does not preclude the Company and the Customer from establishing a written, mutually agreed upon alternative form of notification.

NOTIFICATION OF INTERRUPTION:

The Customer shall select the notification option which shall be effective for the duration of the contract.

- Option 1:           The Company shall provide ten (10) minutes of advance notice for the Customer to reach the Firm Power Level.
- Option 2:           The Company shall provide one (1) hour of advance notice for the Customer to reach the Firm Power Level.
- Option 3:           The Company shall provide two (2) hours of advance notice for the Customer to reach the Firm Power Level.

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

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 14 (Continued)

REQUESTS TO INTERRUPT LOAD:

The Customer shall be interrupted when the Company finds it necessary to maintain system integrity, including instances when called by MISO in the event of a system emergency. The Company's determination that an interruption is necessary to maintain system integrity shall be final and binding on all parties to the contract. The Company maintains the right to discontinue the supply of electric energy to the Customer, if insufficient capacity resources are available to the Company, and if the Customer fails to reduce load to the Firm Power Level.

The Company maintains the right to call for an interruption to test and verify the Customer's ability to interrupt. Such test will be limited to one time per calendar year; provided, however, that each and every failure of the Customer to comply with a request to interrupt load will entitle the Company to call for one additional test. Further, the Company agrees to notify the Customer as to the month the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation.

PENALTY FOR REFUSAL TO INTERRUPT LOAD:

If the Customer does not reduce the load to the Firm Power Level within the selected advance notice period, then the Customer will not receive an Interruptible Credit for that month. In addition, the Customer will pay a penalty for the demand for each KW above the Firm Power Level during the interruption period in the amount of two times the Capacity Credit per KW or MISO penalty, whichever is greater. This penalty is imposed each time the interruption is refused.

DISPATCHABLE CURTAILMENT:

In addition to interruptions for system integrity, the Company may call, at its discretion, for a limited number of curtailments when the market price of power is at or above \$100/MWh ("Dispatchable Curtailment"). Those requests will be at a minimum of sixty (60) minutes of notification, a maximum of two (2) calls per week, a maximum of five (5) calls per month, a maximum of eighty (80) hours per year, a minimum curtailment of four (4) hours per call, and a maximum curtailment of eight (8) hours per call. The Customer may select, if the Company approves, a different firm power level ("Dispatchable Firm Power Level") for purposes of Dispatchable Curtailment events. The Customer has the option during a call by the Company for a Dispatchable Curtailment to avoid such curtailment by agreeing to pay the product of the actual hourly market price of the energy and the actual energy used by the Customer above its Dispatchable Firm power Level. Any energy consumed above the Dispatchable Firm Power Level during a Dispatchable Curtailment event will be billed at the actual hourly market price of the energy. The Customer may audit the Company's representation of the hourly market price of energy.

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Energy Division

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 16  
EXCESS DISTRIBUTED GENERATION (EDG)  
(RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, and CSC)

AVAILABILITY:

Available to all Customers in good standing who own and operate an eligible resource with Approved Electrical Connection. Eligible customers may enroll in this rider beginning July 1, 2022. Customers served under this rider must also take service from the Company under the otherwise applicable standard service tariff.

It is the Customer's responsibility to request and provide relevant information to the Company for application of this Rider.

ELIGIBILITY AND TERMS AND CONDITIONS:

Resources eligible for Rider 16 EDG must initially and continuously meet the following requirements in accordance with IC 8-1-40-3:

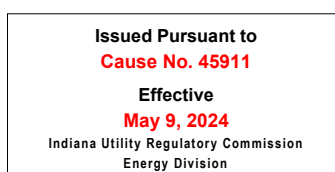
- 1) Customer's generator nameplate capacity must be the lesser of:
  - a. not more than one (1) MW; or
  - b. Customer's average annual consumption of electricity on the premises.
- 2) Generator must be owned and operated by Customer and must be located on Customer's Premises.
- 3) Generator is intended and sized primarily to offset all or part of Customer's own electrical load requirements.
- 4) Generator must be interconnected and operated in parallel with Company's distribution system in accordance with the Company's interconnection standards.
- 5) Generator must not be used exclusively for emergency back-up purposes.
- 6) Generator shall not be a net metering facility operating under Rider 9 (net metering).

Facility nameplate capacity is defined as the full load continuous rating of the generator under specified conditions designated by the manufacturer. For an inverter-based generator, facility capacity is defined as the lower value of the inverter or aggregate output of all inverters' nameplate capacity in the facility.

Customer-owned Generator equipment and installations must comply with the Company's technical requirements described in this tariff.

Customer shall provide the Company proof of qualified installation of the Generator system. Certification by a licensed electrician shall constitute acceptable proof.

Customer shall install, operate, and maintain the Generator system facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with Company's system.



Effective May 9, 2024

STANDARD CONTRACT RIDER No. 16 (Continued)

Customer shall agree that, upon Company request, Company shall have reasonable access to Customer's metering, control, and protective equipment. In the event of an emergency, hazard, or similar need, Customer shall agree that Company shall have immediate access to Customer's metering, control, and protective equipment.

The Company may, at its own discretion, isolate any distributed generation facility if the Company has reason to believe that continued interconnection with the facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.

The Company retains the right to periodically verify adherence to these requirements, including the right to perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the distributed generation facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the distributed generation customer.

Lack of adherence to the requirements revokes the applicability of this Rider.

APPROVED ELECTRICAL CONNECTION:

Installation of the system will conform to the most current Indiana Electrical Code, and IEEE Std 1547. Inverter-based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as most recently revised, are acceptable as the testing basis for certification to IEEE Std 1547 requirements.

Customer Generator system shall comply with the applicable requirements of 170 IAC 4-4.3.

Customer owning and operating a Generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system. Customer must submit evidence of such insurance to the Company with the Interconnection Application. Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.

Conformance with the codes and standards does not convey any liability to the Company for damages or injuries arising from the installation or operation of the system.

As provided in 170 IAC 4-4.3-10, Company and Customer shall indemnify and hold each other harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by the other party or its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of the party's facilities.

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

Effective May 9, 2024

STANDARD CONTRACT RIDER No. 16 (Continued)

Approved Electrical Connection requires execution of Interconnection Agreement by Customer and Company before the Generator system may be interconnected with the Company's system.

Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.

These technical requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules, or regulations established by Federal (including all applicable safety and performance standards of the National Electrical Code), State, and other governmental bodies. Customer is responsible for conforming to all applicable laws, ordinances, rules, or regulations established by Federal, State, and other governmental bodies.

EXCESS DISTRIBUTED GENERATION RATE:

Excess Distributed Generation (DG) rate is the average marginal price of energy paid by the Company during the most recent calendar year, multiplied by one and twenty-five hundredths (1.25), in accordance with IC 8-1-40-17.

Excess DG rate:

3.9350¢ per KWH recorded on meter Channel 2.

Company will update this rate annually by compliance filing with the Commission on or before March 1.

The amounts credited to Customers for procured excess distributed generation shall be recognized by Company in fuel adjustment proceedings under IC 8-1-2-42.

METERING:

The Company will, at its expense, install metering capable of measuring Excess Distributed Generation as defined in IC 8-1-40-5.

BILLING:

The supplying of and billing for service under this Rider shall be governed by Company's Rules and Regulations for Electric Service under this tariff and the bill will be calculated in accordance with all appropriate tariff provisions and rate schedules.

Net inflow means the separate meter channel measurement of energy supplied by Company to Customer as recorded on meter Channel 1. Net outflow means the separate meter channel measurement of energy being produced by Customer Generator in excess of the electricity being used by Customer, and which is supplied back to Company as recorded on meter Channel 2. Net outflow is Excess Distributed Generation.

Issued Pursuant to  
Cause No. 45504  
Effective  
July 1, 2024  
Indiana Utility Regulatory Commission  
Energy Division

Effective July 1, 2024

STANDARD CONTRACT RIDER No. 16 (Continued)

For the billing month, meter will record net inflow and net outflow. Net inflow KWH for the billing period shall be billed in accordance with Customer's rate schedule. Net outflow KWH for the billing month shall be multiplied by the Excess DG rate to determine the Rider EDG credit.

For each billing month, Customer shall be billed for the Minimum Charge per Month, as appropriate for the Customer's service. If the portion of the Customer's bill for the billing period for usage is in excess of the Rider EDG credit, the Rider EDG credit will be applied until the bill becomes the Minimum Charge or until the Rider EDG credit balance becomes zero.

If the portion of the Customer's bill for the billing period attributed to the Rider EDG credit exceeds the amount attributed to any charges less the Minimum Charge, the amount in excess will be accumulated in a credit to be carried forward for use in a subsequent billing period. The EDG credit balance shall be carried forward indefinitely so long as Customer elects to participate in this Rider and receives retail electric service from Company at the premises. Upon ending service as Customer at the premises, all unused credits shall be flowed through the FAC to the benefit of all Customers. EDG credit balances are not transferable to another account or service.



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.

Issued Pursuant to  
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Indiana Utility Regulatory Commission  
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Effective May 9, 2024

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.

Issued Pursuant to  
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Effective  
**May 9, 2024**  
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Energy Division

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 19  
INTERRUPTIBLE DEMAND RESPONSE  
(Applicable to Rates CSC, HL, PL, PH, SL, SH, and SS)

AVAILABILITY:

Available to customers having interruptible demands of 100 kW or greater, who enter into a service agreement and can demonstrate the ability to reduce energy consumption in accordance with the contracted demand response program requirements. Customers desiring participation in this Rider under multiple programs will be required to have a service agreement for each program desired and may not participate in multiple programs under this Rider with the same interruptible load. Customers participating in Standard Contract Rider Nos. 14 and 17 may participate in this Rider only with load not curtailable under those Standard Contract Riders.

Aggregators of retail customers (“ARCs”) may also aggregate eligible customers of any demand amount to total at least 100 kW of interruptible demand in accordance with a service agreement and participate in this Rider.

Customers/ARCs must assist and coordinate with the Company to complete all Midcontinent Independent System Operator registration requirements. Participation under this Rider may not begin or continue unless MISO has accepted and approved all applicable requirements for resource participation.

The Company reserves the right to limit the total contract capacity of all customers served under this tariff as set forth in applicable MISO Business Practice Manual (“BPM”).

RATE:

Charges for service under this schedule will be set forth in the written agreement between the Company and the customer and will reflect a discount from the firm service rates otherwise available to the customer.

CONDITIONS OF SERVICE:

The Company will offer eligible customers the opportunity to receive service under options which provide for mandatory capacity interruptions and discretionary (energy) interruptions pursuant to a contract agreed to by the Company and the customer.

For mandatory (capacity) interruptions, the minimum interruption requirement shall be determined in the service agreement. The minimum compensation for mandatory (capacity) interruptions shall be 80% of the applicable MISO clearing price.

Upon receipt of a request from the customer for interruptible service, the Company will provide the customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the customer by the Company, such written contract will be filed with the Commission for approval. The contract shall provide full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Company reserves the right to test and verify the customer’s ability to curtail. Any such test or verification may require actual physical interruption or curtailment, to the extent such testing or interruption is required under MISO’s requirements for a load modifying resource.

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

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 19 (Continued)

CONTRACT TERMS:

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the customer.

CONFIDENTIALITY:

All terms and conditions of any written contract under this schedule shall be protected from disclosure as confidential, proprietary trade secrets pursuant to Indiana Code 5-14-3 if:

- a) either the customer or the Company requests a Commission determination of confidentiality, and
- b) the Commission finds that the party requesting such protection has shown good cause, by affidavit, for protecting the terms and conditions of the contract.

TERMS AND CONDITIONS:

Except as otherwise provided in the written agreement, the Company's Terms and Rules and Regulations shall apply to service under this tariff.

STANDARD CONTRACT RIDER NO. 20  
ENVIRONMENTAL COMPLIANCE COST RECOVERY ADJUSTMENT  
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, an Environmental Compliance Cost Recovery Adjustment (ECCRA), applicable until superseded by a subsequent factor, shall be made in accordance with the following provisions:

- A. The ECCRA adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{ECCRA} = \frac{\text{EC}}{\text{S}} \quad (\text{For each rate class})$$

where:

1. "EC" is the calculated revenue requirement calculated for the twelve month period beginning March 2024 as follows:
  - (a) The revenue requirement for environmental compliance investment; plus
  - (b) Operation and Maintenance Expenses on in-service environmental compliance property and coal combustion product compliance costs net of the base amount of \$15,514,000 used in the determination of basic charges for service in Cause No. 45911; plus
  - (c) Depreciation Expense on in-service environmental compliance property; plus
  - (d) Costs for NOx Emission Allowances net of the base amount of \$0 used in the determination of basic charges for service in Cause No. 45911.
2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "EC," consisting of the net sum in kilowatt-hours of:
  - (a) Net generation,
  - (b) Purchases and
  - (c) Interchange-in, less
  - (d) Inter-system Sales,
  - (e) Energy Losses and Company Use

- B. The ECCRA as computed above for each rate class shall be further modified to allow the recovery of gross receipts taxes and other similar revenue-based tax charges occasioned by the ECCRA revenues.

- C. The Adjustment Factor to be effective for all bills beginning with the date below will be:

\$0.003375 per KWH for Rates RS, CW, and EVX (with associated Rate RS service)

\$0.003262 per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

\$0.002557 per KWH for Rates PL, HL

\$0.002917 per KWH for Rates SL, PH, and EVX (with associated Rate SL service)

\$0.001678 per KWH for Rates MU-1, APL

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Energy Division

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 21  
GREEN POWER INITIATIVE  
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, and EVX)

**AVAILABILITY**

Available to eligible customers who wish to purchase “Green Power” from the Company-sponsored “Green Power Initiative” program.

**DEFINITION OF GREEN POWER**

Green Power includes energy generated from renewable and/or environmentally friendly sources, including:

Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural Crops and All energy crops, Hydro – as certified by the Low Impact Hydro Institute, Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-firing of All Wood Waste including mill residue, but excluding painted or treated lumber.

Green Power includes the purchase of Renewable Energy Certificates from the sources described above.

**GREEN POWER RATE**

Customers may voluntarily purchase a fixed percentage (25%, 50% or 100%) of their electricity from a renewable energy source. Commercial and Industrial Customers may also choose to purchase 10% of their electricity from a renewable energy source. For all Green Power kWh purchased per month, a rate of \$0.00260 per kWh will be assessed.

**NET MONTHLY BILL**

Customers who participate under this rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The customer’s monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders, and the agreed to fixed percentage of Green Power kWh billed at the applicable Green Power Rate.

**Issued Pursuant to**  
**Cause No. 44121 GPR 17**  
**Effective**  
**August 31, 2024**  
Indiana Utility Regulatory Commission  
Energy Division

STANDARD CONTRACT RIDER NO. 22  
DEMAND-SIDE MANAGEMENT ADJUSTMENT  
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a Demand-Side Management (DSM) Adjustment applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

- A. The DSM adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{DSM} = \frac{\text{P} + \text{LR}}{\text{S}} \quad (\text{For each rate class})$$

where:

1. "P" is the estimate of DSM program operating costs and any financial incentives and other DSM costs approved for recovery by the Commission for the period from January through December 2024 for the DSM programs described and approved in Cause Nos. 44945, 45370, and 45898.
  2. "LR" is the estimate of lost revenues for the same estimated period set forth in "P", calculated as follows:
    - (a) The participants for each program eligible for lost revenues recovery estimated for each of the twelve months; times
    - (b) The reduction in energy and demand for each program to obtain the total reduction in energy and demand for all DSM programs summed by rate. This total times
    - (c) The lost contribution to fixed costs for each rate, that is, the average marginal price by rate less the base cost of fuel and variable Operation & Maintenance expenses and/or the demand rate, to obtain the lost revenues by rate summed by rate class.
  3. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "P", consisting of the net sum in kilowatt-hours of:
    - (a) Net generation,
    - (b) Purchases and
    - (c) Interchange-in, less
    - (d) Inter-system Sales,
    - (e) Energy Losses and Company Use
- B. The DSM Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of revenue-based tax charges occasioned by the DSM adjustment revenues.
- C. The DSM Adjustment Factor may be further modified to reflect the difference between the actual and estimated DSM Adjustment amounts and Customer participation levels.

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Indiana Utility Regulatory Commission  
Energy Division

Effective May 9, 2024



STANDARD CONTRACT RIDER NO. 22 (Continued)

D. The DSM Adjustment Factor to be effective for all bills rendered for electric service after approval will be:

	Non-Opt Out Customers	Opt-Out 2024 Customers	Opt-Out 2021 Customers	Opt-Out 2020 Customers	Opt-Out 2019 Customers	Opt-Out 2018 Customers
Tariff Class	\$/kWh	\$/kWh	\$/kWh	\$/kWh	\$/kWh	\$/kWh
Rates RS, CW, and EVX (with associated Rate RS service)	0.003525	--	--	--	--	--
Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)	0.006650	0.001150	(0.002941)	(0.000255)	(0.000009)	0.000137
Rates PL, PH, HL, SL, and EVX (with associated SL service) customers	0.005524	0.002605	(0.000813)	0.000461	0.000115	(0.000044)
Rates MU-1 and APL	0.003928	0.001290	0.000000	0.000000	0.000000	0.000000

Note that customers who have elected to opt out effective January 1, 2017 or earlier (Opt-Out 2017 and earlier) will have a factor of zero under Standard Contract Rider No. 22.

**E. Opt Out Procedures**

Pursuant to Senate Enrolled Act 340, a customer shall be allowed to opt out of both participating in the Company’s energy efficiency programs and paying the Standard Contract Rider No. 22 rate adjustment (except for the Standard Contract Rider No. 22 Opt Out Rate Adjustment, shown above), provided each of the following conditions are met:

1. The customer must receive service(s) at a single site (contiguous property) and must have greater than one (1) megawatt of demand in the preceding twelve (12) months, as measured by a single demand meter (a single service), at such single site.

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

Effective May 9, 2024

STANDARD CONTRACT RIDER NO. 22 (Continued)

E. Opt Out Procedures (Continued)

2. The opt out will only apply to a single site, and all (non-residential) services at such site will be subject to the opt out (with the Customer having the obligation to identify all such accounts and services to the Company). If a Customer has a Single Site with Qualifying Load, it shall opt out all non-residential accounts (services) receiving service at that Single Site. Such accounts will be opted out provided the Customer identifies the accounts in the Customer's notice to the Company of its election to opt out.
3. The customer must notify the Company of its decision to opt out prior to June 1, 2014 (for 2014 opt out), or prior to July 1 for opt out effective the following January.
4. 2014 opt outs shall be effective as of the first billing cycle following the customer's notice to the Company. 2015 and subsequent year opt outs shall be effective as of the January billing cycle following the customer's notice to the Company.
5. New customers of greater than one (1) megawatt via at least one (1) meter on a single (contiguous property) site may complete the form to opt out of the program immediately. New customers will need to have and demonstrate at least one (1) megawatt of demand as measured by a single demand meter, at a single (contiguous property) site before opt out will be approved and implemented.
6. The customer must provide written notice to the Company of its decision to opt out. Such notice must utilize a form provided by the Company. To the extent a Qualifying Customer notified the Company of its desire to opt out of EE Programs prior to June 1, 2014, the Company will still require the Qualifying Customer to complete the Opt Out form, with the date of initial notification preserved. All customer opt out notices are subject to Company verification of customer's eligibility to opt out.
7. The written notice must be received by the Company on or before the following dates for the opt out to take effect on the following effective dates:

Notice Must be Received On or Before:	Effective Date of Opt Out:
June 1, 2014	July 1, 2014
November 15, 2014	January 1, 2015
November 15, 2015	January 1, 2016
November 15, 2016	January 1, 2017
November 15, 2017	January 1, 2018
November 15, 2018	January 1, 2019
July 1, 2019	January 1, 2020 and so on

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STANDARD CONTRACT RIDER NO. 22 (Continued)

E. Opt Out Procedures (Continued)

8. Customers that opt out will remain liable for energy efficiency program costs that accrued or were incurred, or relate to energy efficiency investments made, before the date on which the opt out is effective, regardless of the date on which rates reflecting such costs are actually charged. Such costs may include costs related to evaluation, measurement and verification (“EM&V”) required to be conducted after a customer opts out on projects completed under an energy efficiency program while the customer was a participant. In addition, such costs may include costs required by contracts executed prior to April 1, 2014 but incurred after the date of the Qualifying Customer’s opt out. However, these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer shall not be responsible for any program operating costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt out, with exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt out. If the Company makes subsequent changes to the allocation of energy efficiency program costs, Qualifying Customers that opted out of participation will continue to pay those costs based on the allocation in effect at the time of the notice of opt out. Any reconciliation of energy efficiency program costs will likewise be allocated in the same manner in effect at the time of the Qualifying Customer’s notice of opt out.
9. A Qualifying Customer may opt back in effective the following billing cycle by requesting such opt-in at least five (5) days prior to the next billing cycle. Requests to opt in received less than five business days prior to the next billing cycle will be effective one month later. In order to opt back in, the Qualifying Customer must complete a form provided by the Company, or provide written notice to the Company in substantially the same format as the form provided by the Company that: (1) unequivocally indicates its desire to opt back in to the Company’s energy efficiency program, (2) lists all sites (and all services at such sites) which the customer intends to opt in, (3) contains a statement that the customer understands that by opting in, it is required to participate in the program for at least three (3) years and pay related costs including lost revenues and incentives, and (4) confirms that the signatory has authority to make that decision for the customer. Only the qualifying accounts/sites identified in the letter will be opted back into the energy efficiency program, and a customer opting back in must opt back in for all accounts at a single site.
10. Once a customer opts back in, that customer must participate for at least three (3) years, and may only opt out effective January 1 of the year following the third year of participation. If the customer elects to opt out again before the end of the three (3) year period, it may do so, but remains liable for and must continue to pay rates that include energy efficiency program costs for the remainder of the three (3) year period. If a customer elects to opt back out after the three (3) year period, that customer shall be responsible for energy efficiency program costs as outlined for other customers who have opted out of the energy efficiency program.

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STANDARD CONTRACT RIDER NO. 22 (Continued)

E. Opt Out Procedures (Continued)

11. As of the effective date of the opt out in 2014 or January 1 of any subsequent year, the customer is no longer eligible to participate in any energy efficiency program for the qualified service(s), including receiving incentive payment for projects previously approved but not yet complete as of the effective date of the opt out.

STANDARD CONTRACT RIDER NO. 24  
CAPACITY ADJUSTMENT

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, CSC, MU-1, and APL)

In addition to the rates and charges set forth in the above mentioned Rates, a Capacity (“CAP”) Adjustment applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

- A. The CAP Adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$CAP = \frac{\text{Customer Share}}{S} \quad (\text{For each rate class})$$

where:

1. “CAP” is the annual adjustment factor beginning with the month of June 2024 and consisting of the following costs:
2. “C” is the estimated total net Capacity revenue (or expense) consisting of:
  - (a) Purchases or sales in a centralized capacity auction,
  - (b) Bilateral purchases or sales,
  - (c) Settlements from financial transactions related to capacity, or
  - (d) Other capacity related expenses or revenue.
3. “Customer Share” of estimated capacity revenue (or expense) for the year shall be determined according to the table below:

Capacity revenue (or expense)	Jurisdictional Customer Share	Customer Share Results In
Below \$Base	100% of (C – \$Base)	Charge
Over \$Base	100% of (C – \$Base)	Credit

4. “Base” represents the \$19,030,000 of net Capacity expenses proposed to be included in the determination of basic charges for service in Cause No. 45911.
5. “S” is the estimated kilowatt-hour sales for the same estimated period set forth in “CAP”, consisting of the net sum in kilowatt-hours of:
  - (a) Net Generation,
  - (b) Purchases and
  - (c) Interchange-in, less
  - (d) Inter-system Sales,
  - (e) Energy Losses and Company Use.

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STANDARD CONTRACT RIDER NO. 24 (Continued)

- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the capacity adjustment revenues.
- C. The Adjustment Factor may be further modified to reflect the difference between incremental capacity cost billed and the incremental capacity cost actually experienced during the twelve-month period ended May 31, 2023.

- D. The Adjustment Factor to be effective for all bills beginning with the date below will be:

\$(0.001379) per KWH for Rates RS, CW, and EVX (with associated Rate RS service)

\$(0.001376) per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

\$(0.001771) per KWH for Rates HL, PL

\$(0.000993) per KWH for Rates SL and PH, and EVX (with associated Rate SL service)

\$(0.000976) per KWH for Rates MU-1 and APL

STANDARD CONTRACT RIDER NO. 25  
OFF-SYSTEM SALES MARGIN ADJUSTMENT  
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, CSC, MU-1, and APL)

In addition to the rates and charges set forth in the above mentioned Rates, an Off-System Sales (“OSS”) Margin Adjustment rider applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

A. The Off-System Sales Margin Adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{OSS} = \frac{\text{Customer Share}}{S} \quad (\text{For each rate class})$$

where:

1. “OSS” is the annual adjustment factor beginning with the month of June 2024 and consisting of the following:
2. “Customer Share” of estimated off-system sales margins for the year shall be determined according to the table below:

Off-System Sales Margin	Jurisdictional Customer Share	Customer Share Results In
Less than \$0	100% of (\$0-\$Base)	Charge
Up to \$Base	100% of (OSS Margin – \$Base)	Charge
Over \$Base	100% of (OSS Margin – \$Base)	Credit

3. Base represents the \$28,612,000 of off-system sales margins included in the determination of basic charges for service proposed in Cause No. 45911.
4. “S” is the estimated kilowatt-hour sales for the same estimated period set forth in “OSS”, consisting of the net sum in kilowatt-hours of:
  - (a) Net Generation,
  - (b) Purchases and
  - (c) Interchange-in, less
  - (d) Inter-system Sales,
  - (e) Energy Losses and Company Use.

B. The OSS Margin Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the off-system sales margin adjustment revenues.

C. The OSS Margin Adjustment Factor may be further modified to reflect the difference between incremental off-system sales margin revenue credited and the incremental off-system sales margin revenue actually experienced during the twelve-month period ended May 31, 2023.

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STANDARD CONTRACT RIDER NO. 25 (continued)

D. The OSS Margin Adjustment Factor as calculated above will be applied to all billed KWH for those tariff rates listed above.

E. The OSS Margin Adjustment Factor to be effective for all bills beginning with the date below will be:

\$0.000554 per KWH for Rates RS, CW, and EVX (with associated Rate RS service)

\$0.000489 per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

\$0.000625 per KWH for Rates HL, PL

\$0.000255 per KWH for Rates SL and PH, and EVX (with associated Rate SL service)

\$0.000252 per KWH for Rates MU-1 and APL



STANDARD CONTRACT RIDER NO. 26  
REGIONAL TRANSMISSION ORGANIZATION ADJUSTMENT  
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, MU-1, APL, CSC, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a Regional Transmission Organization (RTO) Adjustment applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

- A. The RTO Adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{RTO} = \frac{\text{NFC} - (\$A - \$B)}{S} \quad (\text{For each rate class})$$

where:

1. "NFC" is the estimate of the net Non-Fuel Costs billed by the Midcontinent Independent System Operator ("MISO") for the annual period beginning October 2024 including but not limited to the following charge types:
  - (a) Schedule 10 – ISO Cost Recovery Adder and Schedule 10-FERC – FERC Annual Charges Recovery, or any successor provisions, of the Open Access Transmission and Energy Markets Tariff for the MISO ("MISO TEMT) or any successor tariff;
  - (b) Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder, or successor provision, of the MISO TEMT or any successor tariff;
  - (c) Schedule 17 – Energy and Operating Reserve Markets Market Support Administrative Cost Recovery Adder, or successor provision, of the MISO TEMT or any successor tariff;
  - (d) Schedule 24 – Control Area Operator Cost Recovery, or successor provision, of the MISO TEMT or any successor tariff;
  - (e) Schedule 26 –Network Upgrade Charge from MISO Transmission Expansion Plan; or any successor tariff;
  - (f) Schedule 26-A –Real Time MVP Distribution Amount; or any successor tariff;
  - (g) Costs that are not otherwise recovered by MISO through other charges and are socialized for recovery from all market participants including Company ("uplift costs"), including the Real Time Revenue Neutrality Uplift Amount, and Real Time Miscellaneous Amount billed by MISO.
2. "A" is the \$35,793,000 of MISO Non-Fuel Costs included in the determination of basic charges for service in Cause No. 45911.
3. "B" is the \$3,623,000 of MISO transmission revenues included in the determination of basic charges for service in Cause No. 45911.
4. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "NFC" consisting of the net sum in kilowatt-hours of:

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STANDARD CONTRACT RIDER NO. 26 (continued)

- (a) Net generation,
  - (b) Purchases and
  - (c) Interchange-in, less
  - (d) Inter-system Sales,
  - (e) Energy Losses and Company Use
- B. The RTO Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of revenue-based tax charges occasioned by the RTO Adjustment revenues.
- C. The RTO Adjustment Factor may be further modified to reflect the difference between the actual and estimated Non-Fuel costs and RTO Adjustment revenues during the period May 2023 through April 2024.
- D. The RTO Adjustment Factor to be effective for all bills beginning with the date below will be:
- \$0.000044 per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
  - \$0.000034 per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)
  - \$0.000008 per KWH for Rate PL and HL
  - \$0.000018 per KWH for Rates SL and PH, and EVX (with associated Rate SL service)
  - \$(0.000039) per KWH for Rates MU-1 and APL

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STANDARD CONTRACT RIDER NO. 27  
ECONOMIC DEVELOPMENT RIDER  
(APPLICABLE TO RATES SL, PL, PH, AND HL)

**AVAILABILITY**

This Rider shall be available, at the Company's option, to non-residential Customers receiving service from the Company under Rates SL, PL, PH, and HL. This Rider is available for new or increased service requirements that result in increased employment opportunities or whose operations will promote economic development based on plant investment.

To qualify for service under this Rider, the Customer must meet the following qualifications:

1. Minimum of ten (10) full-time equivalent additions to existing workforce, or customer's new load must result in capital investment of \$1 million. The capital investment must occur following the Company's approval for service under this Rider.
2. Incremental minimum new demand must be at least 500 kW at one premise.
3. Local support of the project must be documented.
4. Expected revenue must exceed incremental cost to serve.
5. Customer must affirm that the availability of this Rider was a factor in the Customer's decision to locate to the service area.

**CONTRACT**

For new contracts under this Rider, service shall commence upon the effective date of a contract between the Company and the Customer providing for service under the appropriate rate schedule between the Customer and the Company and shall terminate in accordance with the contract term, which shall be at least eight (8) years.

Service under this Rider requires a contract between the Customer and the Company. The contract shall set forth monthly base period kW's and kWh's, which shall be deemed those actually used during the immediately preceding twelve (12) months. If new or increased Company facilities are required, the Customer shall be responsible for same in compliance with the Company requirements in effect at the time of the contract execution.

**RATE**

The customer shall comply with all terms of the standard rate under which the customer takes service except that a reduction based on the percentages below will be applied to the total base charges for the new load under this Rider, calculated on the applicable rate scheduled, including the Customer Charge, Demand Charge, Energy Charge, and Power Factor Adjustment, but excluding applicable Standard Contract Adjustment Riders. The discount will be applied to bills issued during the respective months starting from contract commencement date:

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Application of the Reduction to New or Increased Load:	
Year 1 Contract	Up to 40% of base rate charges
Year 2 Contract	Up to 35% of base rate charges
Year 3 Contract	Up to 35% of base rate charges
Year 4 Contract	Up to 25% of base rate charges
Year 5 Contract	Up to 15% of base rate charges

As an alternative to the above discount tiers and at the Company's sole discretion, the Company may elect to offer up to thirty percent (30%) per year over the five (5) contract years.

In no event, however, shall the incremental revenues derived from the discounted base rate charges, as stated above for serving the new or increased load, be less than the sum of 1) the Company's expected incremental variable costs of serving the Customer, 2) the Company's expected incremental capacity costs for serving the Customer and 3) any other incremental costs of serving the Customer over the term of the minimum term of the agreement. Monthly billing credit shall be zero if the minimum 500kW increase over the base maximum billing demand is not attained that month.

At the completion of the Rider contract term, the Energy and Demand supplied in accordance with this Rider will be furnished under the appropriate Rate Schedule in accordance with the contract between the Company and the Customer.

The size and duration of discounts on monthly bills will be determined on an individual Customer basis given the degree of fulfillment of the following criteria. The determination of monthly discounts to be applied will be at the sole discretion of the Company, but such discounts will vary with the number and extent to which the listed criteria are met by Customer's proposed new or increased load.

### **EVALUATION CRITERIA**

The percentage discount will be determined on an individual Customer basis given evaluation of the following criteria:

1. Peak monthly demand.
2. Average monthly load factor.
3. Interruptible characteristics.
4. The Customer locates in a qualified "brownfield" redevelopment area as defined by Indiana or federal law located adjacent to an electric transmission or distribution line of company that is adequate and suitable for supplying the service requested.
5. Hosting location capacity to serve.
6. Cost to serve.
7. New full time equivalent employees.
8. New average wage versus county average wage.
9. New capital investment.
10. County unemployment rate.
11. Existing Customer attributes (annual bill, current full time equivalent employees).
12. Regional economic multipliers.
13. Local support documentation including the amount and the funding source

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## VERIFICATION OF PERFORMANCE

The Company will monitor the awarding of all contracts to ensure the fulfillment by the Customer of all terms and conditions of the contract associated with the award. Customer agrees to comply with reasonable requests from the Company for information in this regard. Nonfulfillment of contract terms and conditions is grounds for reopening and reevaluation of all contract terms and conditions. Confidentiality shall be maintained regarding the terms and conditions of any completed contract as well as all Customer negotiations, successful or otherwise.

## TERMS AND CONDITIONS

The Customer must enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the Customer will be served, a description of the amount and nature of the new load and the basis on which the Customer requests qualification for this Rider. The Customer must agree to a minimum term of eight (8) years, with the reductions being available for a maximum period of five (5) years immediately following the effective date. The Customer must affirm that the availability of this Rider was a factor in the Customer's decision to locate the new load in the Company's service area.

If the Customer ceases the operations for which this Rider was originally approved, the Company will require that the Customer repay the Rider reductions received according to the following schedule:

Years 1 through 5	100%
Year 6	75%
Year 7	50%
Year 8	25%

For Customers entering into a Service Agreement under this Rider due to expansion, the Company may install, at Customer's expense metering equipment necessary to measure the new load to be billed under the provisions of this Rider separate from the Customer's existing load which shall be billed under the applicable standard tariff schedule.

The Company is not obligated to extend, expand, or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the Customer's load.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's General Terms and Conditions currently in effect, as filed with the Indiana Utility Regulatory Commission.

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