
VERIFIED DIRECT TESTIMONY OF ERIN E. WHITEHEAD

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Introduction

1 **Q1. Please state your name, business address and title.**

2 A1. My name is Erin E. Whitehead. My business address is 150 West Market
3 Street, Suite 600, Indianapolis, Indiana 46204. My position is Vice President
4 of Regulatory Policy and Major Accounts for Northern Indiana Public
5 Service Company ("NIPSCO" or the "Company").

6 **Q2. Please briefly describe your educational and business experience.**

7 A2. I am a graduate of the University of Indianapolis, with a Bachelor of Science
8 in Accounting. Upon graduating, I was employed by Pricewaterhouse-
9 Coopers in its State and Local Tax Group. In October 2003, I accepted a
10 position with Duke Energy in its Corporate Tax Department. In that
11 position, I was responsible for the filing and payment of property taxes in
12 Indiana, Ohio, Kentucky, North Carolina, and South Carolina. In October
13 2011, I accepted a position in the Corporate Tax Department at NiSource
14 Corporate Services Company ("NCSC"). In February 2013, I was promoted
15 to Director, State and Local Taxes, where I was responsible for NiSource
16 Inc.'s ("NiSource") property, excise, utility receipts, and sales and use taxes.

1 This included oversight of NIPSCO's state and local taxes, as well as all
2 other NiSource subsidiaries. In January 2015, I accepted a position in
3 NIPSCO's Public Affairs Department, where I was responsible for external
4 affairs in Howard, Miami, Fulton, White, Cass, Carroll, Jasper, Benton,
5 Newton, and Pulaski counties. In August 2016, I accepted the position of
6 Director of Regulatory Policy, and I accepted my current position of Vice
7 President of Regulatory Policy and Major Accounts in June 2020.

8 **Q3. Have you previously testified before the Indiana Utility Regulatory**
9 **Commission ("Commission") or any other regulatory commission?**

10 A3. Yes. I submitted testimony before the Commission in support of (1)
11 NIPSCO's most recent gas rate case proceeding in Cause No. 45621, (2)
12 NIPSCO's requests for a certificate of public convenience and necessity
13 ("CPCN") to purchase and acquire generation (indirectly through joint
14 venture structures) in Cause Nos. 45462, 45511, 45524, and 45529, and (3)
15 NIPSCO's request for a CPCN for federally mandated projects in Cause No.
16 45007.

17 **Q4. What is the purpose of your direct testimony?**

1 A4. The purpose of my direct testimony is to (1) discuss statutory requirements;
2 (2) provide a brief background of NIPSCO's existing electric rates and the
3 key drivers for filing this case; (3) summarize NIPSCO's principles and
4 objectives for designing rates in this proceeding; and (4) describe NIPSCO's
5 proposed IURC Electric Service Tariff, Original Volume No. 15, including
6 the Schedule of Rates ("Proposed Rates"), Riders ("Proposed Riders") and
7 General Rules and Regulations ("Proposed Rules") (the "Proposed Tariff"),
8 proposed standard Agreement for Electric Service (for Rates 524, 525, 532,
9 533, 543, and 544), proposed standard Agreement for Electric Service (for
10 Rate 531 and Rider 576), and proposed Rate Release Form, and explain how
11 the Proposed Tariff differs from NIPSCO's IURC Electric Service Tariff,
12 Original Volume No. 14, currently on file with the Commission (the
13 "Current Tariff"). As a part of describing the Proposed Tariff, I also support
14 NIPSCO's proposed modifications to its industrial service structure
15 through an Alternative Regulatory Plan ("ARP") (to be implemented
16 through Rate 531). A copy of NIPSCO's Verified Petition in this case is
17 attached hereto as Attachment 2-A.

18 **Q5. Are you sponsoring any attachments to your direct testimony?**

1 A5. Yes. I am sponsoring the following attachments, all of which were prepared
2 by me or under my direction and supervision.

Attachment 2-A	Verified Petition
Confidential Attachment 2-B	Stipulation and Settlement Agreement on Rate 831/531 Modification
Attachment 2-C	Proposed Tariff
Attachment 2-D	Standard Agreement for Electric Service (Rates 524, 525, 532, 533, 544)
Attachment 2-E	Standard Agreement for Electric Service (Rate 531 and Rider 576)
Attachment 2-F	Rate Release Form

3

Statutory Requirements

4 **Q6. Has NIPSCO provided the information that would be required under the**
5 **Commission's final rules on the minimum standard filing requirements**
6 **("MSFRs") (170 IAC 1-5-1 through 16)?**

7 A6. Yes. This case has been filed pursuant to Ind. Code § 8-1-2-42.7, and the
8 Company has proposed the use of a forward looking test period. As further
9 discussed by NIPSCO Witness Shikany, in its Petition filed in this Cause,
10 NIPSCO provided notice of its intent to provide the information that would
11 be required by the MSFRs in this proceeding. Based on this, as
12 recommended by GAO 2013-5, NIPSCO used the MSFRs as guidance as to

1 the categories of information to include in its case in chief and supporting
2 documentation.

3 **Q7. Has NIPSCO followed Appendix B to the Commission's Recommended**
4 **Best Practices for Rate Cases Submitted under Ind. Code § 8-1-2-42.7**
5 **(General Administrative Order 2013-5) as it relates to the MSFRs?**

6 A7. Yes. As further discussed by NIPSCO Witness Shikany, Appendix B, Page
7 2, Footnote 1, states that the "[h]istoric base period is the most recent
8 twelve-month period of available data with an ending date that mirrors the
9 . . . future test year ending date." In preparing the data responsive to the
10 MSFRs for this proceeding, NIPSCO has provided all data for the period
11 beginning January 1, 2021 and ending December 31, 2021 (the "Historic
12 Base Period").

13 **Q8. What test period is NIPSCO electing to use in this case?**

14 A8. Consistent with Ind. Code § 8-1-2-42.7(d)(1), NIPSCO is electing a forward
15 looking test period determined on the basis of projected data for the 12-
16 month period beginning January 1, 2023 and ending December 31, 2023 (the
17 "Forward Test Year"), which is not later than 24-months after the date on
18 which the petition in this case was filed. NIPSCO Witnesses Camp and Bly

1 discuss how the Company forecasted the expenses in the Forward Test
2 Year. NIPSCO Witness Siegler discusses how the Company forecasted the
3 billing determinants. NIPSCO Witness Blissmer discusses how the
4 Company forecasted the net book value of rate base. NIPSCO Witness
5 Shikany discusses how the Company forecasted depreciation, amortization
6 and capital structure.

7 **Q9. Is NIPSCO requesting the Commission to approve an agreed upon**
8 **procedural schedule in this case?**

9 A9. Yes. As a result of discussions with its interested stakeholders, NIPSCO is
10 proposing an agreed-to 300-day procedural schedule, which is consistent
11 with the Rate Case Standard Procedural Schedule set forth in GAO 2013-5
12 and is being filed separately with NIPSCO's initial case filing.

13 **Q10. Will the 300-day schedule conclude before the end of the Forward Test**
14 **Year?**

15 A10. Yes. Because the 300-day schedule will conclude before the end of the
16 Forward Test Year, NIPSCO proposes to implement the requested rates in
17 a two-step process to reasonably reflect the utility property that is used and
18 useful at the time the rates are put into effect. Assuming an order date of

1 July 16, 2023, which is the end of the 300-day schedule, the Company's
2 "Step 1" rates will be calculated to reflect the actual rate base, related
3 annualized depreciation and amortization expense, and actual capital
4 structure as of June 30, 2023, to become effective no later than September 1,
5 2023. Once approved, these rates would remain in effect until replaced by
6 Commission approved rates as part of NIPSCO's proposed "Step 2"
7 compliance filing.

8 In "Step 2" NIPSCO would recalculate rates to reflect actual rate base,
9 related annualized depreciation and amortization expense, and actual
10 capital structure as of December 31, 2023, to become effective no later than
11 March 1, 2024.

12 Consistent with the Commission's prior orders in forward test year rate
13 cases, NIPSCO proposes that the Step 1 and Step 2 rates would take effect
14 immediately upon filing on an interim-subject-to-refund basis, with other
15 parties being offered a period of sixty (60) days to review and present any
16 objections. If needed to resolve any objections, NIPSCO would propose the
17 Commission conduct a hearing and rates would be trued up retroactive to
18 the date such rates were put into place.

1 **Q11. Does NIPSCO's request in this proceeding satisfy the statutory "fifteen**
2 **month rule" for a general rate case?**

3 A11. Yes. Consistent with Ind. Code § 8-1-2-42(a), NIPSCO's request for a
4 general increase in its basic rates and charges in this case was filed more
5 than 15 months after the filing date of its most recent request for a general
6 increase in its basic rates and charges, which was October 31, 2018 in Cause
7 No. 45159.

8 **Q12. Does the filing of this case satisfy any existing statutory obligations?**

9 A12. Yes. NIPSCO's Transmission, Distribution, and Storage System
10 Improvement Charge ("TDSIC") electric plan was approved in the
11 Commission's December 28, 2021 Order in Cause No. 45557 ("Electric
12 TDSIC Plan"). NIPSCO's Electric TDSIC Plan expires at the end of 2026.
13 The filing of this case satisfies the requirement in Ind. Code § 8-1-39-9(e)
14 that NIPSCO file an electric rate case "before the expiration of the public
15 utility's approved TDSIC plan."

16 **Q13. Has NIPSCO provided the pro forma net operating income statement in**
17 **the form required by the Commission's GAO 2020-5?**

1 A13. Yes. The pro forma net operating income statement in the form required
2 by the Commission's GAO 2020-5 is attached to the Verified Petition as
3 Attachment A and is sponsored by NIPSCO Witness Shikany.

Net Operating Income

4 **Q14. How should the Commission determine NIPSCO's authorized electric**
5 **net operating income in this case?**

6 A14. The Commission should determine the Company's Authorized Electric Net
7 Operating Income by multiplying NIPSCO's proposed net original cost rate
8 base at the close of the Forward Test Year by NIPSCO's proposed fair rate
9 of return.

10 **Q15. What is the value of NIPSCO's rate base in this case?**

11 A15. NIPSCO utilized the original cost rate base methodology to determine the
12 value of rate base of \$5,945,681,889 as of December 31, 2023. NIPSCO
13 Witness Blissmer supports this calculation.

14 **Q16. What is the value of NIPSCO's fair rate of return in this case?**

15 A16. NIPSCO is requesting a fair rate of return of 7.10%. NIPSCO Witness
16 Shikany supports this calculation.

1 **Q17. What is NIPSCO's requested net operating income in this case?**

2 A17. NIPSCO is requesting a net operating income of \$422,143,414. NIPSCO
3 Witness Shikany supports this calculation. The Commission would use this
4 net operating income in the earnings test used in NIPSCO's quarterly fuel
5 adjustment clause ("FAC") proceedings. Additionally, as discussed by
6 NIPSCO Witness Blissmer, NIPSCO is requesting to correct the calculation
7 of its 59-month "earnings bank" in its FAC proceedings to reflect the correct
8 amount of non-jurisdictional tax expense. Without this correction,
9 NIPSCO's earnings bank would appear nearly \$75 million higher than it
10 should be. In the event the Commission in that proceeding concludes that
11 making that correction requires more time to consider than the abbreviated
12 time frame for FAC proceedings, NIPSCO is presenting the same request
13 here.

NIPSCO's Existing Electric Rates and Key Drivers

14 **Q18. When were NIPSCO's current electric basic rates and charges**
15 **established?**

16 A18. NIPSCO's current electric basic rates and charges were approved in the
17 Commission's December 4, 2019 Order in Cause No. 45159 (the "45159 Rate

1 Case Order”), wherein the Commission approved a Stipulation and
2 Settlement Agreement on Less Than all the Issues resolving revenue
3 requirement and other miscellaneous issues (“45159 Revenue Settlement”)
4 between NIPSCO and the majority of the intervenors.¹ The Commission
5 also approved a Stipulation and Settlement Agreement on Rate 831
6 Implementation (the “Rate 831 Settlement”).² Those new basic rates and
7 charges went into effect on January 2, 2020 (the first billing cycle for January
8 2020). The 45159 Rate Case Order approved, among other items, an
9 increase in NIPSCO’s basic rates and charges. The 45159 Rate Case Order
10 also approved an ARP which implemented a new industrial service
11 structure through NIPSCO’s Rate 831 (the “Rate 831 Industrial Structure”).

12 **Q19. Please describe the key drivers that has caused NIPSCO to request the**
13 **change in rates proposed in this proceeding.**

¹ The 45159 Revenue Settlement was entered into on April 25, 2019, by and between NIPSCO, NIPSCO Industrial Group (“Industrial Group”), NLMK Indiana (“NLMK”), United States Steel Corporation (“US Steel”), Citizens Action Coalition of Indiana, Inc. (“CAC”), Walmart Inc., Northern Indiana Commuter Transportation District, Sierra Club, and the Indiana Office of Utility Consumer Counselor (“OUCC”) (collectively the “Revenue Settling Parties”). On May 15, 2019, Indiana Municipal Utility Group joined the 45159 Revenue Settlement.

² The Rate 831 Settlement was entered into on May 17, 2019, by and between NIPSCO, Industrial Group, NLMK Indiana, and US Steel.

1 A19. The largest driver, by far, of the requested revenue increase is net rate base
2 growth NIPSCO has made since the end of the forward test year in its last
3 rate case (December 31, 2019) and will make through the end of the Forward
4 Test Year in this rate case (December 31, 2023) of \$1.82 billion. Specifically,
5 NIPSCO currently estimates the net book value increases of approximately
6 \$840.9 million in renewable generation related to two wind and two solar
7 projects and approximately \$701.8 million in approved transmission and
8 distribution system investments. Recovery of these investments, which
9 were subject to preapprovals in CPCN or tracker proceedings—along with
10 return on the investments and associated tax impacts—is estimated to be
11 90% of the requested increase in this case. It is this level of ongoing
12 investment that is directly leading to the rate increase NIPSCO is requesting
13 in this proceeding.

14 **Q20. How has NIPSCO's generation transition impacted its requests in this**
15 **proceeding in other ways?**

16 A20. Due to circumstances beyond NIPSCO's control, as described by NIPSCO
17 Witness Campbell, NIPSCO has delayed the retirement of R.M. Schahfer
18 Generating Station ("Schahfer") Units 17 and 18 for up to two years, which

1 causes the Company's variable non-labor operations and maintenance
2 ("O&M") expenses (including the need for nitrogen oxide (NOx) emission
3 allowances) to continue longer than NIPSCO expected as it continued its
4 generation transition from a predominantly coal-fired portfolio to a
5 balanced renewable portfolio, including a diverse mix of renewables,
6 storage, and natural gas. Recognizing these coal units support reliable
7 service but have a limited remaining life, NIPSCO is proposing to remove
8 from base rates all variable non-labor O&M expenses associated with its
9 coal-fired generation resources and instead recover these costs entirely
10 through a new tracking mechanism (the "Variable Cost Tracker") so that
11 when Schahfer Units 17 and 18 (no later than the end of 2025) , and
12 Michigan City Unit 12 (end of 2028) retire, the savings can be passed back
13 to customers more timely. As explained further below, NIPSCO is also
14 proposing that the timing for implementation of the Variable Cost Tracker
15 will spread the overall increase in revenues over more steps and over a
16 longer period.

17 **Q21. What is NIPSCO's overall revenue increase requested in this proceeding?**

1 A21. NIPSCO is proposing an overall revenue increase of \$291,780,191 in this
2 proceeding, which is an overall system increase of 19.09%. NIPSCO is
3 proposing two formal steps of rate implementation. Assuming an order
4 date of July 16, 2023, which is the end of the 300-day schedule, Step 1 rates
5 will be calculated as of June 30, 2023, to become effective no later than
6 September 1, 2023. Step 2 rates will be calculated as of December 31, 2023,
7 to become effective no later than March 1, 2024. In an effort to more
8 gradually increase rates and mitigate the impact any one step has on its
9 customers, NIPSCO is proposing to implement rates associated with the
10 Variable Cost Tracker in July 2024 (an informal Step 3). NIPSCO's current
11 estimate is that the increase through base rates of 19.09% will be spread over
12 Step 1 and Step 2. This informal Step 3, which would take effect
13 approximately six months after the close of the test year, would produce a
14 final increase of approximately 6.61%. Given the Variable Cost Tracker
15 represents a new tracker proposal that requires approval, in the event the
16 tracker is not approved, NIPSCO is presenting an alternative revenue
17 requirement that includes all variable non-labor O&M expenses associated
18 with its coal-fired generation resources in base rates. The alternative
19 revenue requirement reflects a revenue increase of approximately 25.7%, all

1 of which would take effect over only two steps – Step 1 and Step 2. This
2 alternative revenue requirement is presented by NIPSCO Witness Shikany.

3 **Q22. What is the impact on the residential customer?**

4 A22. To determine the percentage impact on a typical residential customer, it is
5 important to consider the baselines for comparison: (1) what are customers
6 paying today; (2) what would customers pay as of December 2023 if
7 NIPSCO did not file a base rate request; (3) what will customers pay based
8 on end of test year (December 2023/effective March 2024) assuming its
9 proposed base rate request is approved; and (4) what will customers
10 ultimately pay upon implementation of NIPSCO's proposed Variable Cost
11 Tracker.

12 The rate increase in the revenue requirement illustrates the impact of new
13 rates by comparing baseline 2 and 3. Using these comparison points, the
14 revenue requirement increase is 19.7% for a residential customer using 668
15 kWh. However, because the case is based on a forecasted 2023 Forward
16 Test Year, it is not the most relevant comparison point for the customer.
17 The better comparison is baselines 1 and 3 (what customers are paying
18 today vs. what they will be paying if the new base rates are approved).

1 Using these comparison points, the rate increase is 11.3%.³ The 7%
 2 reduction between baselines 1 and 2 is primarily driven by reductions in
 3 the cost of fuel due to NIPSCO's generation transition.

4

5 **Q23. Please explain what you mean that this rate increase is from a level of**
 6 **rates that are forecasted to be reduced from current rates.**

7 A23. This is probably best understood by reviewing an excerpt of the bill
 8 comparison included in Attachment A to the Verified Petition (Attachment
 9 2-A to my testimony), which is sponsored by NIPSCO Witness Shikany:

Line	Month	Basis	Residential Bill ¹	% Increase Compared to September 2022	% Increase Compared to December 2023
1	Sep-22	Current Rates	\$ 119.51		
2	Dec-23	Revenues With No Rate Case	\$ 111.13	-7.0%	
3	Mar-24	Step 2 = Revenues at Proposed Rates ²	\$ 132.98	11.3%	19.7%
4	Jul-24	Step 3 = Step 2 + Variable Cost Tracker	\$ 139.20	16.5%	25.3%

Footnote 1: Residential bill for a customer using 668 kWh

Footnote 2: Anticipated Step 2 implementation month for Forward Test Year ended December 2023

10

11 Line 1 labeled September 2022 at Current Rates shows the rates in effect on
 12 the date this case was filed, and the monthly bill is \$119.52. Line 2 labeled

³ The comparison between baselines 1 (rates in September 2022) and 4 (after implementation of the Variable Cost Tracker in July 2024) is a 16.5% increase.

1 Revenues With No Rate Case uses the Company's forecasted 2023 revenues
2 and assumes no rate case was filed. This row shows the Company is
3 forecasting a rate reduction related to lower fuel costs from its generation
4 transition. Line 3 is the Company's proposed base rates in this case and
5 estimated trackers at the end of Step 2. Line 4 is the Company's proposed
6 informal Step 3 that adds the Variable Cost Tracker, which would take
7 effect approximately 4 months after the Step 2 rates take effect. It is the
8 comparison between December 2023 Proposed Rates and July 2024
9 Proposed Rates to December 2023 Revenues With No Rate Case that
10 corresponds to the 19.7% and 25.3% increases I previously described.
11 Compared to the September 2022 Current Rates, the proposed rates at
12 December 2023 (effective March 2024) are 11.3% higher and at July 2024 are
13 16.5% higher. These are the increases that customers are expected to
14 actually experience compared to current bills in September 2022.

15 **Q24. Is NIPSCO proposing a change in its basic service structure in this case?**

16 A24. No. However, NIPSCO is requesting that the Commission approve an ARP
17 pursuant to Ind. Code § 8-1-2.5-6, which will continue, with modifications,
18 the Rate 831 Industrial Structure. In an attempt to minimize issues in this

1 case, NIPSCO engaged in discussions with its industrial customers
2 currently taking service under the Rate 831 Industrial Structure in advance
3 of this filing to reach agreement on the terms for the continuation of the
4 Rate 831 Industrial Structure.⁴ Through those pre-filing discussions,
5 NIPSCO and the seven current Rate 831 Customers were able to reach
6 settlement as reflected in the Stipulation and Settlement Agreement on Rate
7 831/531 Modification ("Rate 531 Settlement"), which is attached as
8 Confidential Attachment 2-B.⁵ The three general modifications of the Rate
9 531 Settlement are: (1) production demand-related costs will be allocated to
10 Rate 531 Customers using 180 megawatts and Rate 531 rates will be
11 designed using contracted Tier 1 demand levels totaling 170 megawatts; (2)
12 in future rate proceedings, the cost allocation to Rate 531 will continue to
13 move the class toward the actual cost of service based on actual contract
14 demands; and (3) the contract term for existing Rate 831 Customers will
15 expire on the earlier of (a) the effective date for new rates under NIPSCO's

⁴ There were originally six customers taking service under Rate 831 at the conclusion of Cause No. 45159. Since Rate 831's implementation, one additional customer has taken service under Rate 831, for a total of seven current Rate 831 customers.

⁵ Stipulation and Settlement Agreement by and among NIPSCO and Industrial Group, NLMK, Pratt Paper (IN), LLC, and US Steel (collectively, the "Rate 831 Customers," and with NIPSCO, the "Rate 531 Settling Parties").

1 next electric rate case filing after this rate case, or (b) May 31, 2026. I provide
2 a detailed discussion of the Rate 831/531 Modification below.

3 **Q25. What is NIPSCO's position with respect to the terms of the Rate 531**
4 **Settlement?**

5 A25. NIPSCO believes the Rate 531 Settlement represents a fair resolution to
6 matters that have a significant impact on this case. As further discussed
7 below, NIPSCO believes the agreed-to terms appropriately balance the
8 need to retain these Rate 831/531 customers and their continued
9 contributions to fixed costs while reasonably managing any increased costs
10 paid by other customer classes. As NIPSCO's generation transition
11 continues, there is an expectation that the firm load and corresponding
12 contributions from these Rate 831/531 customers will be reduced over time.
13 Below, I also specifically discuss how approval of the modifications to
14 NIPSCO's Rate 831 Industrial Structure are in the public interest and
15 consistent with the terms of the ARP Statute.

Customer Affordability

16 **Q26. Why is NIPSCO filing this case at this time?**

1 A26. NIPSCO is filing this case to begin to address some of the challenges it is
2 currently facing that are reflected in its current rates and rate structure.
3 There have been unrecovered capital investments as part of NIPSCO's
4 generation transition as well investments in plant and equipment to
5 modernize NIPSCO's transmission and distribution system to ensure its
6 continued reliability. The result is that NIPSCO's current rates are
7 insufficient to recover the increased costs of providing service to its
8 customers. NIPSCO needs to continue to invest in the generation transition
9 plan outlined in its 2018 Integrated Resource Plan ("IRP") and affirmed in
10 its 2021 IRP to bring the long-term financial and environmental benefits to
11 its customers while continuing to maintain system reliability and
12 resiliency.⁶ These investments require up front capital that results in near
13 term rate increases but provides the ability to transition to a more affordable
14 long term generation portfolio which is less dependent on volatile fuel
15 markets. NIPSCO must also continue to keep its substations, poles, and

⁶ NIPSCO's Integrated Resource Plan was submitted October 31, 2018 (the "2018 IRP") and NIPSCO's Integrated Resource Plan was submitted November 15, 2021 (the "2021 IRP").

1 wires operating reliably for the future and continue to modernize the grid
2 to bring customers greater benefits and options.

3 **Q27. Is NIPSCO taking any steps to maintain affordable bills for its**
4 **customers?**

5 A27. NIPSCO realizes that rate increases will always have an impact on
6 customers. As part of its case-in-chief filing, NIPSCO has taken several
7 steps to mitigate the bill impact to customers, including:

8 (1) adoption of the Average Service Life ("ASL")⁷ depreciation
9 methodology, rather than the Expected Life Group ("ELG") NIPSCO
10 currently utilizes, as further described below;

11 (2) requesting a lower return on equity ("ROE") than the target ROE
12 recommended by NIPSCO Witness Rea, as further described below;

13 (3) maximizing the value of NIPSCO's renewable generation assets,
14 including utilizing the available revenue streams to reduce customer
15 costs in NIPSCO's FAC tracker, as further described below;

⁷ This is also sometimes referred to as the "Average Life Group" or ALG depreciation methodology.

1 (4) proposing the new Variable Cost Tracker, including a proposal to
2 begin implementation and recovery for these costs in July 2024,
3 instead of when the Step 1 rates are implemented, as further
4 described below; and

5 (5) proposing an electric low income program that is similar to its gas
6 Universal Service Program to assist its electric low income customers
7 with summer electric bills and deposit assistance.

8 NIPSCO also works diligently to prudently manage and even reduce
9 operating costs wherever possible to minimize bill increases. Finally, as
10 discussed by NIPSCO Witness Campbell, NIPSCO is diligently working to
11 complete the remaining renewable projects as timely as possible to lock in
12 fuel savings for its customers for many years to come.

13 **Q28. Please briefly explain the ELG and ASL depreciation methodologies.**

14 A28. NIPSCO has historically utilized the ELG depreciation methodology, which
15 is discussed by NIPSCO Witness Spanos. It is my understanding that both
16 the ELG and ASL methodologies recover the same total costs from
17 customers through depreciation rates, but the ELG methodology has
18 historically been preferred by this Commission and, in fact, NIPSCO has

1 utilized the ELG methodology in its recent electric rate cases. When a
2 company is making significant capital investments—such as those NIPSCO
3 is making—using the ELG methodology leads to a higher depreciation
4 expense in earlier years. For this reason, some consumer parties prefer that
5 companies utilize the ASL methodology instead of the ELG methodology.
6 This was the case in NIPSCO's last electric rate case (Cause No. 45159),
7 when Indiana Office of Utility Consumer Counselor ("OUCC") Witness
8 Garrett recommended NIPSCO use the ASL methodology.

9 **Q29. Did NIPSCO Witness Spanos prepare depreciation studies under both**
10 **methodologies?**

11 A29. Yes. NIPSCO Witness Spanos prepared an ELG-based study, as he has
12 historically done for NIPSCO in recent electric rate cases. At NIPSCO's
13 direction, he also prepared an ASL-based study. NIPSCO made the policy
14 decision to propose adoption of ASL-based depreciation rates in this
15 proceeding.

16 **Q30. Why is NIPSCO proposing the utilization of the ASL depreciation**
17 **methodology?**

1 A30. Primarily, NIPSCO is proposing to utilize the ASL methodology at this time
2 to reduce customer impact from NIPSCO's capital investments that are
3 rolling into base rates in this proceeding, which are estimated to be \$1.82
4 billion. NIPSCO will recover fewer dollars through depreciation expense
5 in the earlier years of asset lives (as compared to use of the ELG
6 methodology), which is estimated to reduce NIPSCO's annual revenue
7 requirement by \$45.7 million. Additionally, in its most recent gas base rate
8 case (Cause No. 45621), under the terms of a Commission-approved
9 settlement agreement, NIPSCO switched from the ELG methodology to the
10 ASL methodology. Therefore, there will also be certain efficiencies to
11 NIPSCO from utilizing the same depreciation methodology for its gas and
12 electric accounting books.

13 **Q31. What is the ROE recommended by NIPSCO Witness Rea?**

14 A31. NIPSCO Witness Rea concluded that the cost of common equity for
15 NIPSCO's jurisdictional electric utility operations is in the range of 10.40 to
16 10.90 percent, and that a point estimate at the midpoint of this range, or
17 10.65 percent, is the appropriate cost of equity to apply in the instant
18 proceeding.

1 **Q32. What ROE is NIPSCO seeking approval of in this proceeding?**

2 A32. Rather than seeking the recommended 10.65% ROE, NIPSCO is seeking
3 approval of an ROE of 10.40%, which represents the low end of the range
4 recommended by NIPSCO Witness Rea. This has the effect of lowering
5 NIPSCO's requested annual revenue requirement by approximately \$10
6 million as compared to using the recommended midpoint of 10.65%.

7 **Q33. Please explain how NIPSCO is maximizing the value of its renewable**
8 **generation assets, including utilizing the available revenue streams to**
9 **reduce customer costs in NIPSCO's FAC tracker.**

10 A33. As further discussed by NIPSCO Witness Augustine, NIPSCO's transition
11 from a predominantly coal-fired generation fleet to a predominantly
12 renewable fleet is based on the projected economic savings that will occur
13 over time. One of the primary cost savings is directly attributable to the
14 elimination of fuel costs. However, as discussed in greater detail by
15 NIPSCO Witness Campbell, there are several other related economic
16 benefits associated with these renewable projects.

17 First, to the extent there is more energy produced from the facilities than is
18 needed to meet the load needs of NIPSCO's customers, NIPSCO sells this

1 energy into the Midcontinent Independent System Operator, Inc. ("MISO")
2 market and returns net proceeds to customers, through what is called "off-
3 system sales," or OSS.⁸ As more of NIPSCO's renewable projects come
4 online, the volume of OSS is anticipated to increase, and the total dollar
5 value is also expected to increase, and NIPSCO proposes to continue to
6 credit all of those net proceeds directly to customers as an offset to FAC
7 charges.

8 Second, for each MWh of production from a wind or solar facility, NIPSCO
9 receives one renewable energy credit ("REC"). Since the Rosewater Wind
10 and Indiana Crossroads Wind projects have come online, in late 2020 and
11 late 2021, respectively, NIPSCO has sold these RECs and credited proceeds
12 to customers through the FAC. As more renewable generation comes
13 online—including the Dunn's Bridge I and Indiana Crossroads Solar solar
14 projects in 2023—NIPSCO will continue to sell the increasing volume of
15 RECs and credit these proceeds to customers on a dollar-for-dollar basis
16 through the FAC.

⁸ As discussed by NIPSCO Witness Campbell, NIPSCO's proposal in this proceeding is to credit all OSS to customers through the FAC tracker going forward, instead of crediting OSS margins between the FAC tracker and the Regional Transmission Organization Adjustment.

1 Third, after an appropriate level of reserves was built up, NIPSCO has
2 recently begun to pass back excess cash distributions associated with
3 Rosewater Wind and Indiana Crossroads Wind through the FAC as well.⁹
4 This will continue to occur for these two wind projects. Also, after the two
5 solar projects come online and an appropriate level of "reserve" is built up
6 for each of them, NIPSCO will begin passing back all excess cash
7 distributions from those two solar projects to customers as a credit to the
8 FAC.

9 **Q34. Has NIPSCO quantified the expected value associated with any of these**
10 **items?**

11 A34. Yes. For items (1), (2), and (3) above, NIPSCO has estimated that the annual
12 value is approximately \$54 million for the annualized Forward Test Year.
13 This is approximately \$15.4 million for REC sales, \$15.1 million for cash
14 being passed back from the renewable projects, and approximately \$23

⁹ This excess cash represents the NIPSCO portion of the joint venture ownership (which is split with a tax equity partner). Specifically, under the approved terms of the joint venture ownership structure, NIPSCO (as the off-taker of a power purchase agreement ("PPA") with the joint venture) pays a set amount for each MWh of generation. This leads to revenue for the joint venture, which is used to cover ongoing operational costs for the facility. When the PPA proceeds exceed the joint venture's costs, the excess is passed back to NIPSCO and the tax equity partner, consistent with their ownership percentages, as outlined in the governing agreements.

1 million for OSS. These projected savings are reflected as a reduction to the
2 base cost of fuel in this case as discussed by NIPSCO Witness Shikany and
3 are a large source of the rate reduction in the residential bill comparison I
4 previously discussed. These estimates are based on certain assumptions
5 and is subject to variability based on actual market conditions and
6 generation asset performance. While actual dollars for the categories could
7 increase or decrease over time, NIPSCO is proposing to credit all proceeds
8 through the FAC on a dollar-for-dollar basis. This estimate is discussed
9 further and supported by NIPSCO Witness Campbell in his Confidential
10 Attachment 11-A.

11 **Q35. Is NIPSCO requesting any changes related to its renewable projects?**

12 A35. Yes. In each underlying proceeding for the four renewable projects –
13 Rosewater Wind, Indiana Crossroads Wind, Dunn's Bridge I Solar, and
14 Indiana Crossroads Solar, NIPSCO made a commitment that it would not
15 record and accumulate on NIPSCO's books and records any project
16 revenues or the joint venture expenses. Instead, all revenues and expenses
17 will be maintained *by the joint venture*, tracked and reviewed by NIPSCO

1 and the OUCC, and subject to an independent audit.¹⁰ NIPSCO is
2 requesting one modification to this commitment, which is to allow the
3 reserve amounts currently held at each individual joint venture to be
4 consolidated into one reserve account at the NIPSCO level.

5 **Q36. Why is NIPSCO requesting this modification?**

6 A36. This modification is requested to allow NIPSCO to hold a lower total
7 amount of contingency, which will allow NIPSCO to more timely pass back
8 the excess cash produced by the renewable projects to its customers. This
9 would include timelier pass back of cash to customers through the FAC as
10 each project comes online, as a project-specific "reserve" would not need to
11 be built up for each project. Without approval, NIPSCO would continue to
12 hold the appropriate amount of contingency for each project *at each joint*
13 *venture*, which will be a larger total amount and would lead to a slower pass
14 back of cash to customers.

15 **Q37. If approved, what would be the practical impact of this change for**
16 **customers?**

¹⁰ See, e.g., May 5, 2021 Order in Cause No. 45462 at p. 46.

1 A37. NIPSCO estimates that the overall reserve amount for each project would
2 be between \$2 million and \$7 million, depending on the project size. So, for
3 the four projects rolling into base rates here, about \$15 million in total. If
4 this change is approved by the Commission, this amount could be reduced
5 by about \$7.5 million, or 50%.

6 **Q38. Did NIPSCO take any steps in the preparation of this case to mitigate the**
7 **impact on specific customers and customer classes?**

8 A38. Yes. The Allocated Cost of Service Study prepared and sponsored by
9 NIPSCO Witness Taylor identified the necessary revenue increases in each
10 rate class to arrive at parity. NIPSCO then established mitigation
11 parameters to further modify the results of the study to limit the impact of
12 going to parity. The rates and charges proposed in this case reflect the
13 Company's objectives that:

14 (1) The rate increase for any individual class should be capped at 1.5
15 times the overall system increase;

16 (2) No class should have proposed revenues greater than 1.5 times their
17 cost of service:

1 (3) Residential customers (taking service under Rate 511) should have
2 an increase equal to the overall system average;

3 (4) Under the terms of the Rate 531 Settlement, the revenues from this
4 customer class should be equal to the actual cost of service if the
5 customers in that class were subscribing to a total of 180 MW of
6 demand for Tier 1 (i.e., they would remain at parity, like in Cause
7 No. 45159);

8 (5) After increasing Rate 511 and Rate 531 based on the above criteria,
9 and providing decreases to those classes that were above 1.5 times
10 their cost to serve, classes requiring an increase were set equal to
11 their cost of service; and

12 (6) The remaining increase required was then allocated to all classes
13 based on current revenue for each class, except Rate 511, Rate 531,
14 those already at 1.5 times the overall system increase, and those set
15 at 1.5 times their cost of service.

16 **Q39. What assistance does NIPSCO currently provide to its low income**
17 **customers?**

1 A39. Bill payment assistance programs are available for customers experiencing
2 financial difficulties—including low income customers. Outside of the state
3 and federal energy assistance programs and moratorium on winter service
4 disconnections, NIPSCO provides funding for an additional gas bill
5 reduction program, credit arrangements, budget plans and reduced
6 deposits for eligible customers. NIPSCO also offers a low income energy
7 efficiency weatherization program to both NIPSCO gas and electric
8 customers and a low income refrigerator replacement program in our
9 electric energy efficiency program. As further discussed below and by
10 NIPSCO Witness Becker, NIPSCO is proposing a new low income program
11 as part of this proceeding

12 **Q40. Did NIPSCO engage its stakeholders prior to filing this rate case?**

13 A40. Yes. NIPSCO seeks to promote simplicity, transparency, and collaboration
14 with its stakeholders, respond to customers' needs, and reach a balanced
15 set of proposals that is fair and reasonable. NIPSCO took this approach in
16 its previous rate cases yielding comprehensive settlement agreements. One
17 objective of this filing is for the parties to understand the Company's
18 proposals and the underlying methodologies. While NIPSCO recognizes

1 there may be different opinions about the Company's proposals, those
2 disagreements should not be based on a disagreement about the facts or the
3 way NIPSCO's proposals were derived. In addition to the pre-filing
4 discussions with NIPSCO's Rate 831 Customers described below, NIPSCO
5 met with representatives of the OUCC and CAC prior to making its filing
6 sharing information and soliciting input on key issues.

7 Additionally, based on the distinctive relationship NIPSCO has with its
8 current Rate 831 Customers, NIPSCO also engaged in discussions and
9 negotiations about this rate. For example, NIPSCO and the Rate 831
10 Customers agreed that Rate 831 has generally served its purposes, which
11 was to retain NIPSCO's industrial load, and wanted to retain this general
12 industrial service structure. Also, because all rates automatically terminate
13 upon the effective date of new rates, NIPSCO also worked with these
14 customers to reach an agreement on the ongoing level of firm demand, as
15 well as the allocation of costs which actually exceed their level of firm
16 demand, that the customers were willing to take.

Rate 831 Industrial Structure

1 **Q41. What was the driving force behind NIPSCO's Rate 831 Industrial**
2 **Structure proposal, which was ultimately approved in Cause No. 45159?**

3 A41. NIPSCO Witness Campbell discusses this in more detail, but the driving
4 force was to establish a more sustainable rate platform on a going-forward
5 basis to mitigate the risk associated with potential industrial load loss on
6 NIPSCO's system. Part of that risk is investing in replacement generation
7 during this transition to serve the current demand of these customers, and
8 then experience load reductions that result in having constructed excess
9 generation. I am pleased to say that the Rate 831 Industrial Structure has
10 generally served its purpose since implementation in early 2020, as NIPSCO
11 has not seen any significant reductions in industrial load by those
12 customers taking service under Rate 831.

13 **Q42. Following Commission approval in Cause No. 45159, what amount of**
14 **firm service were Rate 831 Customers collectively taking?**

15 A42. As originally presented in Cause No. 45159, Rate 831 was intended to be a
16 fully cost-based rate yielding a return that is at parity with system average.¹¹

¹¹ See 45159 Rate Case Order at 92, 144, 154.

1 Under the terms of the Rate 831 Industrial Structure, Rate 831 customers
2 were allocated costs based on 194 MW of assumed firm demand. However,
3 as Rate 831 was implemented, the actual level of firm demand customers
4 collectively contracted for was 176 MW. To bridge this gap, rates were
5 designed to recover the full 194 MW of allocated costs, which was spread
6 over the 176 MW of contractual demand. Consequently, the Rate 831 class
7 was allocated demand-related production costs based on a higher level of
8 firm demand than actual Tier 1 commitments. The contracts customers
9 executed were for a 5-year term, with expiration at May 31, 2025, with this
10 date being chosen to match up with the end of the MISO Planning Year.

11 **Q43. Without the Rate 531 Settlement Agreement, what would the terms of**
12 **Rate 831 have allowed?**

13 A43. Under Rule 5.8 of NIPSCO's tariff, "all contracts for retail service shall
14 terminate without further notice upon the effective date of the Company's
15 implementation of new base rates and charges (either temporary or
16 permanent) resulting from a general rate proceeding." This would include,
17 but is not limited to, the executed Rate 831 contracts. Thus, absent an
18 agreement with the Rate 831 Customers, the seven current Rate 831

1 customers could potentially reduce their level of Tier 1 firm contract
2 demand down to the tariff minimum of 10 MW each, or 70 MW in total.
3 Notably, the OUCC raised a concern in Cause No. 45159 that, by virtue of
4 Rule 5.8, the five-year contract term may turn out to be less than a five-year
5 commitment, in the event that NIPSCO were to commence a rate case
6 during that period.¹²

7 Therefore, the potential that the Rate 831 Customers would seek significant
8 reductions in their demand and the resulting level of allocated costs was
9 something NIPSCO took very seriously and wanted to address in its case-
10 in-chief. This is primarily because it would lead to a much lower level of
11 costs being allocated to the Rate 831 Customers (because they were taking
12 much less firm demand), with these costs needing to be recovered from
13 NIPSCO's remaining customers.

14 **Q44. What were the results of the discussions with the Rate 831 Customers?**

15 A44. While the substantive discussions between NIPSCO and the current Rate
16 831 Customers were conducted as part of confidential settlement

¹² See 45159 Rate Case Order at 69; OUCC Ex. 8 at 16-17.

1 discussions, the conversations among the parties were very productive. As
2 discussions began, NIPSCO was clear about the level of capital investment
3 it had been making and would continue to make and the related rate
4 increase that NIPSCO would be seeking in this proceeding.

5 NIPSCO's message to current Rate 831 Customers was that—
6 understanding that Rule 5.8 would terminate contracts upon
7 implementation of new rates by NIPSCO—the initial 5-year term had not
8 expired, and NIPSCO wanted to work to reach agreement with Rate 831
9 Customers to continue to take a level of firm service and allocated cost that
10 was not significantly less than the current agreed level. However, NIPSCO
11 also expressed a willingness to work with the Rate 831 Customers to
12 potentially reduce the level of allocated cost and firm service in this case,
13 and on a going-forward basis as NIPSCO continues its generation
14 transition. The Rate 831 Customers were receptive to this request from
15 NIPSCO, and these pre-filing discussions resulted in an agreement being
16 reached among NIPSCO and all seven current Rate 831 Customers – the
17 Rate 531 Settlement (Confidential Attachment 2-B).

18 **Q45. What are the key terms of the Rate 531 Settlement?**

1 A45. As mentioned above, the Rate 531 Settlement addresses three general
2 modifications: (1) allocation of costs and Tier 1 firm contract demand; (2)
3 commitment towards moving Rate 531 towards its cost of service in future
4 rate cases; and (3) setting out a new customer contract term. While the Rate
5 531 Settlement contains other provisions similar to those approved by the
6 Commission in the Rate 831 Settlement, the terms surrounding these three
7 general modifications are discussed in detail below.

8 As to allocation of costs and Tier 1 firm contract demand, the Rate 531
9 Settlement provides that NIPSCO's allocated cost of service study will
10 continue to be based upon the 4 Coincident Peak ("CP") method for
11 production demand-related costs and a 12 CP cost of service methodology
12 for the allocation of transmission demand-related costs. The Rate 531
13 Settlement also states the 4 CP allocated cost of service study will continue
14 to be used to allocate costs to Rate 531 as a class based on a Tier 1
15 subscription of 180 MW (a modest reduction from the current 194 MW).
16 Rate 531 will be designed using the contracted Tier 1 demand levels totaling
17 170 MW (a modest reduction from the current 176 MW). In comparison,

1 the new commitments substantially retain the existing demand currently
2 served by NIPSCO under Rate 831.

3 The Rate 531 Settlement recognizes that the agreed demand level for cost
4 allocation purposes exceeds the committed level of actual contract demand,
5 and that this approach allocates costs to the Rate 531 class in excess of the
6 cost of service based on Tier 1 commitments but moves the overall
7 allocation closer to cost of service than is provided under current rates. The
8 Rate 531 Settlement provides that in future rate proceedings, the cost
9 allocation to Rate 531 will continue to move the class toward the actual cost
10 of service based on actual contract demands. The Rate 531 Settlement
11 contains a commitment to meet and negotiate in good faith to establish new
12 class demand allocation and Tier 1 contract demand levels prior to the
13 earlier of the commencement of NIPSCO's next rate case or the contract
14 termination date. The Rate 531 Settlement recognizes that further
15 reductions in both the class allocation and Tier 1 commitments will be
16 expected at that time.

17 The Rate 531 Settlement also reflects agreement on allocation factors for
18 NIPSCO's existing tracker mechanisms. The Settlement provides that Tier

1 1 load constitutes “firm load” for purposes of allocating TDSIC costs and
2 the TDSIC revenue allocation will be applied only to revenue associated
3 with Tier 1 load. This term of the Rate 531 Settlement allows modest
4 reductions in cost allocation and firm demand for Rate 531 customers and
5 provides that these customers will continue to be allocated costs similar to
6 recent historical levels. However, the expectation of all parties to the Rate
7 531 Settlement is that when these new contracts resulting from the Rate 531
8 Settlement terminate (as discussed below), Rate 531 customers will be
9 allowed to seek further reductions in demand.

10 For existing Rate 831 customers, the Rate 531 Settlement provides for
11 expiration of the Rate 531 contract for service on the earlier of: (1) the
12 effective date for new rates under NIPSCO's next electric rate case filing
13 after this case; or (2) May 31, 2026. The Rate 531 Settlement states that the
14 commitments and any contract for service under Rate 531 are binding
15 through the end of the Rate 531 contract term. While the new contract term
16 is shorter than the current five years required in the Rate 831 contracts,
17 NIPSCO views the Rate 531 Settlement as extending the original 5-year
18 contracts (which expire May 31, 2025) for one additional year. This

1 provides NIPSCO the certainty required as it proceeds on its generation
2 transition path over the next three to four years.

3 **Q46. Has NIPSCO made any other parties aware that an agreement with its**
4 **current Rate 831 Customers has been reached?**

5 A46. Yes. As part NIPSCO's pre-filing discussions, NIPSCO made the OUCC
6 aware that it was working with current Rate 831 Customers to attempt to
7 reach an agreement. Following an agreement in principle being reached,
8 NIPSCO notified the OUCC that an agreement had been reached and held
9 a meeting with the OUCC to discuss the terms of the Rate 531 Settlement.

10 **Q47. Are the modifications to Rate 831 set forth in the Rate 531 Settlement**
11 **reasonable, in the public interest, and consistent with the Commission's**
12 **findings in Cause No. 45159?**

13 A47. Yes. As noted repeatedly in the Commission's 45159 Rate Case Order,
14 NIPSCO proposed the new large industrial rate structure as a mechanism
15 to better stabilize the firm service provided to large industrial customers
16 specifically for the crucial transition period during which NIPSCO's
17 remaining coal generation assets were scheduled to be retired and a new
18 portfolio of capacity resources was being constructed and placed in

1 service.¹³ Absent the commitments assumed by those customers under the
2 Rate 831 contracts, NIPSCO would have faced a much higher degree of
3 uncertainty and complexity when attempting to determine the appropriate
4 magnitude of replacement capacity needed in relation to planned coal asset
5 retirements. In that scenario, there was a distinct risk of building more
6 system capacity than needed, if large industrial load continued to decline
7 precipitously.¹⁴

8 The primary criticism raised by the OUCC and others in Cause No. 45159
9 regarding Rate 831 was the asserted effect of shifting costs from large
10 industrial customers to other rate classes, particularly the legacy costs
11 associated with NIPSCO's remaining coal-fired generation assets.¹⁵ The
12 OUCC proposed that an added "transition charge" be imposed on Rate 831

¹³ See 45159 Rate Case Order at 17 ("NIPSCO and its other customers need these Rate 831 customers to continue to contribute to the fixed costs of production long enough to achieve an orderly transition to NIPSCO's preferred plan in the 2018 IRP"); *id.* at 144 ("NIPSCO proposed Rate 831 to facilitate an orderly transition for all of its customers as it addresses its aging coal generation fleet and navigates a dynamic economic environment"); *id.* at 145 ("as NIPSCO begins to implement the results of its IRP and procure replacement capacity that will live on for decades, NIPSCO needs to ensure some stability in what its obligation to serve will be for its largest industrial customers").

¹⁴ *Id.* at 19-20 (Rate 831 "presents a unique opportunity to address NIPSCO's industrial customers' needs, while offering protection to its remaining customers that they will not be responsible for replacement generation cost to serve industrial load that is more volatile and more able to leave the system with stranded cost").

¹⁵ *Id.* at 69, 74, 143, 154.

1 customers, based on a computed level of avoided legacy costs for coal
2 plants, to be applied through the time period in which depreciation on coal-
3 fired plants was being recovered in rates.¹⁶

4 The Commission, however, rejected the proposed "transition charge" as
5 well as the objections based on the asserted shift in legacy coal plant costs,
6 finding that Rate 831 would "facilitate an orderly transition" as NIPSCO
7 addresses its "aging generation," by providing "greater certainty in large
8 industrial load for a set period of time."¹⁷ The Commission further found
9 that Rate 831 promotes efficiency because it "reduces the amount of
10 replacement capacity NIPSCO must plan for, provides more reliable load
11 projections for planning purposes, and mitigates the risk of building excess
12 capacity," and "would thereby enhance [NIPSCO's] accuracy in procuring
13 the appropriate amount of replacement capacity for its aging generation
14 resources."¹⁸ The Commission reiterated that approval of Rate 831 would

¹⁶ *Id.* at 69 (proposing transition charge "to be recovered over the period through which NIPSCO recovers accelerated depreciation on its coal-fired plants"); *id.* at 157.

¹⁷ *Id.* at 154-55.

¹⁸ *Id.* at 155.

1 allow NIPSCO "to 'right-size' its generation resources and avoid the future
2 potential inefficiencies of maintaining excess capacity."¹⁹

3 **Q48. How do the modifications to allocated demand and contract demand**
4 **under the Rate 531 Settlement preserve the anticipated benefits described**
5 **by the Commission when approving Rate 831 in Cause No. 45159?**

6 A48. The existing Rate 831 contracts have provided the anticipated stability in
7 large industrial firm load through the first stage of NIPSCO's generation
8 transition, during which NIPSCO has retired two of its remaining coal-fired
9 units while placing in service the first series of new renewable resources.
10 The new Rate 531 contracts provided for in the Rate 531 Settlement will
11 serve the same function during the next stage, when additional coal unit
12 retirements are expected and additional renewable resources will be
13 completed and deployed.

14 As contemplated in its last rate case, NIPSCO's costs associated with its
15 legacy coal units has begun to decline. Since that case, NIPSCO retired two
16 coal units (Schahfer Units 14 and 15) and therefore in this case there are no

¹⁹ *Id.* at 156.

1 variable costs associated with those units. All of its coal units continue to
2 depreciate. As additional units retire, this reduction in coal units' costs will
3 increase. Two of the five coal units that were in service as of the 45159 Rate
4 Case Order were retired in October 2021, and the associated fuel and
5 operating costs are being removed from base rates in this proceeding and
6 will no longer be recovered in FAC proceedings. As explained by Witness
7 Shikany and pursuant to a provision in the Stipulation and Settlement on
8 Less Than all the Issues resolving revenue requirement and other
9 miscellaneous issues as approved by the Commission in Cause No. 45159,
10 NIPSCO has already implemented a revenue credit reducing the return on
11 those two units recovered in base rates, and that credit will increase each
12 successive year as the remaining book value decreases. For all of the coal
13 units reflected in rates in Cause No. 45159, there will be about three and a
14 half years of depreciation by the time new rates are approved in this case
15 (January of 2020 through ~September of 2023), further reducing the total
16 legacy costs associated with those assets for ratemaking purposes.

17 Notwithstanding those reductions in legacy coal plant costs, the Rate 531
18 Settlement retains 92.5% of the existing class demand for cost allocation

1 purposes, and 96.6% of the current contract demand commitments. The
2 modest adjustments agreed-to in the Rate 531 Settlement preserve the
3 objectives of maintaining stability in large industrial firm load and
4 facilitating efficient system planning during the upcoming period in which
5 NIPSCO will continue the transition in its portfolio of generation resources.

6 **Q49. Does the Rate 531 Settlement contemplate future reductions in allocated**
7 **demand and contract demand for large industrial customers in future rate**
8 **proceedings?**

9 A49. Yes. That expectation is reflected in Section B.2.d. of the Rate 531
10 Settlement. NIPSCO's generation transition is expected to continue for
11 several years. That transition presents ratemaking challenges because
12 NIPSCO will still be recovering costs associated with legacy coal units
13 through 2032, while concurrently adding new generation assets to its rate
14 base. As the Commission found in Cause No. 45159, Rate 831 facilitates
15 efficient system planning by keeping large industrial load relatively steady
16 during that transition period, and at the same time mitigating the
17 replacement capacity needed for future operations.

1 With the passage of time, however, the extent of legacy coal plant costs
2 reflected in rates will continue to diminish, through a reduction of net book
3 value due to ongoing depreciation, further retirements, and amortization of
4 regulatory assets. As that component in NIPSCO's rates decreases, there is
5 a corresponding alleviation in the role of large industrial firm load in
6 supporting cost recovery for legacy coal plants. There will come a point
7 when the costs of retired coal units will no longer be a significant element
8 in NIPSCO's rates, and the new generation resource portfolio will be in
9 place to meet system needs. As the transition period progresses,
10 accordingly, NIPSCO expects the Tier 1 firm demand for large industrial
11 customers to continue to step down and ultimately approach or match the
12 tariff minimum.

13 **Q50. Are the Rate 531 Settling Parties seeking Commission approval of the**
14 **Rate 531 Settlement in this case?**

15 A50. Yes. The Rate 531 Settling Parties are seeking Commission approval of the
16 Rate 531 Settlement (Confidential Attachment 2-B). NIPSCO has designed
17 the proposed ARP here (for modification of the ARP providing for Rate 831
18 approved in Cause No. 45159) around the terms of the Rate 531 Settlement,

1 and the Rate 531 Settling Parties entered into the Rate 531 Settlement for
2 purposes of binding the Rate 531 Settling Parties to the positions set forth
3 in the Rate 531 Settlement including an obligation to file testimony
4 supporting the agreed-to positions in the Rate 531 Settlement.

5 Thus, NIPSCO's case-in-chief position for Rate 531 is consistent with the
6 Rate 531 Settlement. Ultimately, however, it will be up to the Commission
7 to evaluate NIPSCO's entire case-in-chief, including whether the Rate 531
8 Settlement should be approved and whether NIPSCO's proposal to modify
9 its existing Rate 831 ARP is in the public interest.

10 **Q51. Is NIPSCO's proposed Rate 531 in the public interest, as required under**
11 **the ARP Statute?**

12 A51. Yes. Indiana Code § 8-1-2.5-6 states in pertinent part:

13 Sec. 6. (a) Notwithstanding any other law or rule adopted
14 by the commission, except those cited, or rules adopted that
15 pertain to those cited, in section 11 of this chapter, in
16 approving retail energy services or establishing just and
17 reasonable rates and charges, or both for an energy utility
18 electing to become subject to this section, the commission may
19 do the following:

20 (1) Adopt alternative regulatory practices, procedures,
21 and mechanisms, and establish rates and charges that:

1 (A) are in the public interest as determined by
2 consideration of the factors described in section
3 5 of this chapter; and

4 (B) enhance or maintain the value of the energy
5 utility's retail energy services or property;

6 including practices, procedures, and mechanisms focusing on
7 the price, quality, reliability, and efficiency of service
8 provided by the energy utility.

9

10 Indiana Code 8-1-2.5-5(b) states in pertinent part:

11 (b) In determining whether the public interest will be served,
12 the commission shall consider the following:

13 (1) Whether technological or operating conditions,
14 competitive forces, or the extent of regulation by other
15 state or federal regulatory bodies render the exercise,
16 in whole or in part, of jurisdiction by the commission
17 unnecessary or wasteful.

18 (2) Whether the commission's declining to exercise, in
19 whole or in part, its jurisdiction will be beneficial for
20 the energy utility, the energy utility's customers, or the
21 state

22 (3) Whether the commission's declining to exercise, in
23 whole or in part, its jurisdiction will promote energy
24 utility efficiency.

25 (4) Whether the exercise of commission jurisdiction
26 inhibits an energy utility from competing with other
27 providers of functionally similar energy services or
28 equipment.

1 Rate 531 will continue to only be offered to energy intensive, highly
2 sophisticated customers that compete directly or indirectly in a global
3 market. Traditional full retail service at fixed rates as determined by the
4 Commission is no longer necessary for the entirety of large industrial
5 customer loads capable of being served through curtailable services with
6 products from the Federal Energy Regulatory Commission regulated MISO
7 capacity and energy marketplace, especially considering the success of Rate
8 831 over the past two-plus years. I believe that the Commission's renewed
9 approval of this innovative service structure, as modified, is beneficial to
10 NIPSCO's industrial customers, NIPSCO's remaining firm customers, and
11 to NIPSCO, including for the reasons discussed in detail above. As
12 discussed by various witnesses in NIPSCO's case-in-chief, NIPSCO is in the
13 midst of implementing the preferred plan from its 2018 and 2021 IRPs, and
14 NIPSCO's implementation path is informed by the reduced amount of firm
15 load from Rate 531 customers, as discussed by NIPSCO Witness Campbell.
16 This translates directly to a reduction in future generating needs to serve
17 these market sensitive customers, benefitting all NIPSCO customers.

1 Furthermore, in Cause No. 45159, the Commission found that NIPSCO's
2 then-proposed Rate 831 ARP met the statutory criteria in Ind. Code § 8-1-
3 2.5-6(b) and found that approving the ARP served the public interest. All
4 of the same factual circumstances that existed when the Rate 831 ARP was
5 first approved in 2019 are still present today, and the success of this
6 industrial service structure speaks to the fact that it continues to serve the
7 public interest. NIPSCO remains uniquely situated among other Indiana
8 electric utilities with a significant concentration of its load with a small
9 number of sophisticated, industrial customers served currently under Rate
10 831 who could make use of new or existing self-generation facilities to serve
11 part or all of their energy needs. Since its implementation in 2020, Rate 831
12 has served to retain a significant portion of this industrial load, which
13 benefits all of NIPSCO's retail customers. Rate 531 will continue to provide
14 these industrial customers with flexibility to meet their electricity
15 requirements and improve their ability to compete in global markets while
16 providing greater certainty to NIPSCO's non-industrial customers and to
17 NIPSCO. The continuation of the Rate 831 Industrial Structure, as modified
18 by the Rate 531 Settlement, will also foster more reliable load projections
19 for planning purposes and mitigates any risk of building excess capacity.

1 **Q52. What happens if the Commission does not approve the Rate 531**
2 **Settlement or approves it with modifications that are unacceptable to any**
3 **Rate 531 Settling Party?**

4 A52. If NIPSCO's proposed ARP for Rate 531 is not approved or is approved
5 with modifications unacceptable to any Rate 531 Settling Party, then Rate
6 531 would not be implemented and most of the terms of the Rate 531
7 Settlement would not be binding on any party. The post-order compliance
8 filing for the implementation of Step 1 rates would need to recognize that
9 the Commission rejected the Rate 531 Settlement and provide an updated
10 allocated cost of service study and revenue proof reflecting the ultimate
11 findings of the Commission from the final order.

12 Following the issuance of a final order that does not approve the Rate 531
13 Settlement pursuant to its terms, Section C.1. of the Rate 531 Settlement
14 requires the Rate 531 Settling Parties to notify each other within 5 days of
15 issuance of the final order if there is a material modification that is
16 unacceptable to any Settling Party. While good faith negotiations would
17 ensue towards a goal of reaching a new agreement with the Rate 531
18 Settling Parties within 30 days of order issuance, NIPSCO must be in a

1 position to submit its compliance filing for the implementation of Step 1
2 rates to the Commission to recover the revenue requirement that the
3 Commission will have found in its final order. To that end and because
4 customers would not be bound to their agreed-to levels of Tier 1 firm
5 service in the Rate 531 Settlement, within 10 days of issuance of the final
6 order, each of the Rate 831 Customers are required to notify NIPSCO of
7 their new level of Tier 1 firm demand, which shall be no less than 10 MWs,
8 or for any Rate 831 Customer who chooses to take service under any other
9 rate schedule, the rate schedule under which they are electing to take
10 service under the service structure resulting from the Order.

11 If the Rate 531 Settling Parties are able to negotiate a new agreement
12 determining the allocation and contractual demand, or otherwise revising
13 the structure, design or terms of the rate schedule(s) under which the Rate
14 831 Customers take service, such agreement would be filed with the
15 Commission within 30 days of the date of the final order. If the Rate 531
16 Settling Parties are not able to negotiate a new agreement, NIPSCO would
17 then submit as part of its compliance filing implementing Step 1 rates, its
18 updated allocated cost of service study, rate design and revenue proof

1 utilizing the committed levels of demand received from each of the Rate
2 531 Settling Parties following issuance of the Commission's final order. The
3 total approved revenue requirement would then be allocated across the
4 classes accordingly. In that event, NIPSCO would also remove its prior
5 efforts to mitigate the rate increase to particular classes that I previously
6 discussed, as I suspect the cap at 150% of system average would be difficult
7 to maintain. As reflected above, absent approval of the Rate 531 Settlement,
8 there would be great uncertainty as to the level of firm demand and
9 therefore cost allocation to these customers. The achievement of certainty,
10 and preservation of a significant contribution by these customers to
11 supporting NIPSCO's cost of service, is the primary purpose and benefit of
12 the Settlement.

Key Objectives

13 **Q53. Is NIPSCO proposing to better align its cost recovery methods with cost**
14 **causation in this case?**

15 A53. Yes. NIPSCO is proposing to increase the fixed charge component of Rates
16 511, 520, 521, 522, and 542 so that the Company will recover a greater
17 percentage of its fixed customer *expenses* through fixed customer *charges*.

1 As described further by NIPSCO Witness Taylor, fixed expenses are
2 incurred regardless of the customer's level of consumption.

3 **Q54. Has the Commission previously expressed an opinion on the degree to**
4 **which a utility should collect fixed costs through fixed charges?**

5 A54. Yes. In 2009, the Commission found that "straight-fixed variable rate
6 designs are attractive because they align basic cost causation princip[les] of
7 ratemaking."²⁰ The Commission further stated "[i]ssues of rate shock could
8 be tempered in a phased manner through a steady transition, reducing
9 volumetric rate design by a fixed percentage in each rate case. This
10 transition period would be consistent with Commission efforts to reduce
11 inter-class subsidies, i.e., gradualism."²¹ In 2016, the Commission stated
12 "cost recovery design alignment with cost causation principles sends
13 efficient price signals to customers, allowing customers to make informed
14 decisions regarding their consumption of the service being provided."²² In
15 2018, the Commission stated "[w]e have recently found movement towards
16 more straight fixed variable rate design to be appropriate and consistent

²⁰ Cause No. 43180 Order (IURC 10/21/2009), page 10.

²¹ *Id.*

²² Cause No. 44576 Order (IURC 03/16/2016), page 72.

1 with traditional cost causation principles. *Indianapolis Power & Light Co.*,
2 Cause Nos. 44576 and 44602, 2016 WL 1118795 (IURC March 16, 2016) (as
3 corrected by *Indianapolis Power & Light Co.*, Cause Nos. 44576 and 44602,
4 2016 WL 1179961 (IURC March 23, 2016)).²³ NIPSCO Witness Taylor
5 explains why the Company's proposals follow cost causation principles.

6 **Q55. Does NIPSCO's current residential rate reflect a straight fixed variable**
7 **"SFV" rate design?**

8 A55. No. A straight fixed variable rate design is one in which all fixed costs are
9 recovered through fixed charges and variable costs are recovered through
10 variable charges. The Company's current residential fixed monthly charge
11 is \$13.50. When these rates were set in the 45159 Rate Case Order, based
12 upon a full allocation of costs in the cost of service study, the total monthly
13 fixed cost of servicing each residential customer support a charge of
14 \$21.47.²⁴ and for a residential classes the customer charge required to
15 recover all fixed costs in a straight-fixed variable rate design would be
16 approximately \$106 per month.²⁵ As NIPSCO Witness Taylor discusses in

²³ Cause No. 44988 Order (IURC 09/19/2018),page 102.

²⁴ 45159 Rate Case Order at 15.

²⁵ Verified Direct Testimony of J. Stephen Gaske filed October 31, 2018 in Cause No. 45159,
p. 51.

1 this proceeding, the level of fixed monthly customer related costs associated
2 with providing service to each residential customer has increased to \$25.55
3 and the combined customer and demand related costs of a full SFV design
4 is \$135.80 per customer per month.

5 **Q56. What residential customer charge did the Commission approve in the**
6 **45159 Rate Case Order?**

7 A56. In its 45159 Rate Case Order, the Commission authorized NIPSCO to
8 decrease the fixed charges it recovers through the fixed residential
9 customer charge from \$14.00 to \$13.50, which was the result of settlement.
10 In this filing, NIPSCO is proposing to increase the customer charge from
11 \$13.50 to \$17.00, which provides approximately 67% of the customer related
12 costs and approximately 13% of the full straight fixed variable pricing for
13 residential customers.

14 **Q57. How much of NIPSCO's fixed monthly residential costs is the Company**
15 **proposing to move from the volumetric charge to the fixed charge in this**
16 **case?**

17 A57. NIPSCO is proposing to move \$3.50 of monthly fixed costs it currently
18 incurs to serve each residential customer from the volumetric charge to the

1 customer charge. Independent of other changes in costs reflected in the
2 case, the fixed residential customer charge would increase from \$13.50 to
3 \$17.00, while the volumetric charge would be designed to recover \$3.50 less
4 fixed costs from the average customer.

5 **Q58. Is this change consistent with the Commission's guidance on the**
6 **principle of gradualism for the transition to SFV rate design?**

7 A58. Yes. NIPSCO is proposing to take a further step toward SFV in this
8 proceeding but is not proposing to implement SFV fully to recover the full
9 fixed costs from residential customers through the fixed monthly customer
10 charge. The \$17.00 proposed customer charge for residential customers
11 represents a reasonable degree of movement toward straight fixed variable
12 rates, and that movement toward alignment between cost causation and
13 customer rates is consistent with the rate design policy the Commission has
14 recommended. Given the fixed cost nature of its business, it is appropriate
15 to continue to shift more of the recovery of these fixed costs out of
16 volumetric rates. Even with this proposed movement toward greater
17 recovery of fixed costs via a fixed charge, NIPSCO will still recover a
18 significant amount of its fixed costs through volumetric rates.

Significant Tariff Changes and Additional Tariff Offerings²⁶

1 **Q59. Please explain any significant tariff changes and additional tariff**
2 **offerings NIPSCO is proposing in this proceeding.**

3 A59. When approaching a general rate case, NIPSCO evaluates the current tariff
4 services, terms, and conditions and proposes appropriate changes when
5 necessary. In addition to other tariff changes (primarily to terms and
6 conditions) that are discussed below, NIPSCO determined it was
7 appropriate to propose the following additional tariff offerings in this
8 proceeding: (1) Rate 543 – Station Power for Renewable Wholesale
9 Generation Equipment, (2) Rate 549 – Electric Vehicle Fast Charging –
10 Company Owned Charging, (3) Rider 594 – Adjustment of Charges for
11 Variable Costs of Coal-Fired Generation, and Rider 597 – Universal Service
12 Program (USP) Rider. Each is discussed below.

Rate 543 – Station Power for Renewable Wholesale Generation Equipment (“Station Power Rate”)

13 **Q60. Please describe NIPSCO's proposal to create a new rate for station power**
14 **for renewable wholesale generation facilities.**

²⁶ If a proposed revision does not change the operation of the Rate, Rider, or Rule, the changes can be seen in the redlined tariff including in NIPSCO's response to 170 IAC 1-5-16(b) and (c).

1 A60. Over the past several years, numerous wholesale renewable generation
2 facilities have been developed in NIPSCO's service territory and taken
3 "station power" (sometimes also called auxiliary or aux power) from
4 NIPSCO. This is expected to continue, as Indiana continues to see more-
5 and-more renewable generation projects located within the State.
6 Ordinarily, generation facilities will utilize the energy being produced at
7 the facility to serve station power needs, but there are times when energy
8 from the grid (or from NIPSCO) is consumed by ancillary equipment when
9 energy is not being produced, such as the energy that may be consumed by
10 a wind farm's substation, out buildings, and the like during an outage or
11 when the wind is not blowing.

12 Historically, NIPSCO has not offered a rate that was designed for wholesale
13 renewable generation—such as wind farms or solar parks. Instead, these
14 facilities have taken service under Rate 824 – General Service – Large.
15 NIPSCO is now proposing the new Station Power Rate that is better suited
16 for these facilities.

17 **Q61. To whom will the Station Power Rate be available?**

1 A61. Generally speaking, the Station Power Rate is available to any renewable
2 generation facility that takes service at Transmission or Subtransmission
3 voltage and is a member of a regional transmission organization who sells
4 the output of the facility into the wholesale market.

5 **Q62. How were the rates applicable for the Station Power Rate developed?**

6 A62. NIPSCO utilized its cost of service experts (Atrium Economics) to prepare
7 its overall cost of service study for this case, which included evaluation of
8 the costs to serve these types of wholesale renewable generation customers.
9 Following the preparation of the cost of service study, a fully cost-based
10 rate was designed for this class of customers, which will better align the
11 rates these customers pay with the costs incurred to serve them.

12 **Q63. What are the components of the Station Power Rate?**

13 A63. The Station Power Rate offers "netting" or "no netting" options, which
14 allows the customer to choose whether to utilize self-generation to serve
15 some or all of its station power needs over an hour, by netting such self-
16 generation against the energy provided by NIPSCO. In addition to a
17 monthly minimum charge, there is a demand charge and an energy charge,
18 which will vary based on monthly usage. For example, for a customer who

1 opted for “netting,” if over the course of an entire hour its wind farm was
2 in outage, the customer would be charged for all energy it has consumed.
3 However, if the customer was in outage for a portion of an hour, the
4 customer would have no energy charges for that hour to the extent its
5 generation in the other portions of that same hour were more than the
6 station power consumed during the outage. Each of these aspects of the
7 rate is specified in the Station Power Rate included in the NIPSCO Proposed
8 Tariff (Attachment 2-C).

Rate 549 – Electric Vehicle Fast Charging – Company Owned Charging (“EVFC Rate”)

9 **Q64. Please describe NIPSCO’s proposed EFVC Rate.**

10 A64. The proposed EVFC Rate is comprised of a market-based rate for fast
11 charging service at NIPSCO-owned charging stations. The EVFC Rate is
12 applicable to any electric vehicle owner, without preference to the
13 Company’s electric service customers, who charges an electric vehicle at
14 one of NIPSCO’s 50 kW or greater public fast charging stations.

15 A regulated EVFC Rate promotes the State of Indiana’s goals of accessible
16 public fast charging in this rapidly emerging marketplace. This rate also
17 ensures that the Commission has jurisdiction and oversight of the rates

1 charged and the Company's involvement in ensuring equitable access to
2 Company-owned fast charging sites and is consistent with the allowance
3 for utilities to own, operate, and maintain electric vehicle charging
4 equipment and implement alternative pricing structures under Senate
5 Enrolled Act 1221.²⁷

6 **Q65. Why is NIPSCO proposing this new service at this time?**

7 A65. Indiana has experienced modest growth in its electric transportation fast
8 charging network. Recently, Indiana was presented with a unique
9 opportunity to expand its electric transportation charging network by
10 utilizing funding under the Indiana Volkswagen Environmental Trust
11 Program administered by the Indiana Department of Environmental
12 Management ("IDEM") to help pay for expansion of electric transportation

²⁷ HEA/SEA 1221 authorizes an electric utility (defined as a public utility that is subject to the jurisdiction of the IURC) to request approval from the IURC to implement a public use EV pilot program (pilot program) to do any of the following: (1) Install, own, or operate charging infrastructure or make-ready infrastructure to support public use EVs. (2) Provide incentives or rebates to customers to encourage customer investment in public use EVs and in associated EV supply equipment. Sets forth certain required information that an electric utility's request for approval of a pilot program must include. Provides that an electric utility's request for approval of a pilot program may include a request for: (1) assurance of cost recovery for pilot program capital costs, up to the amount of an approved cost estimate; and (2) deferral of pilot program capital costs. Sets forth the processes by which an electric utility may request the IURC's approval of a pilot program. Provides that the IURC shall approve an electric utility's request for approval of a pilot program if the IURC determines that the proposed pilot program is reasonable, just, and in the public interest.

1 charging in the State. On May 20, 2021, the Indiana Volkswagen
2 Environmental Mitigation Trust Fund Committee selected the Indiana
3 Utility Group, comprised of eight Indiana utilities, to implement a
4 statewide fast charging program. NIPSCO, along with seven other electric
5 utilities, were awarded \$5.5 million to develop and operate a 61-location
6 fast charging network across the State by the end of 2023. As part of this
7 effort, NIPSCO is utilizing that funding to help deploy 10 fast charging
8 stations within NIPSCO's electric service territory.

9 The Company's EVFC Rate is being proposed to support NIPSCO's portion
10 of the network (10 charging stations) by providing an equitable manner to
11 pay for service rendered at its Company-owned and Company-operated
12 fast charging stations. These stations are expected to be sited up to 50 miles
13 apart, creating extensive access to fast charging along major Indiana
14 highways and interstates. Criteria for site selection include access to major
15 highways, 24/7 accessibility, safety, and proximity to major three phase
16 power lines. Each NIPSCO charging station will be capable of
17 simultaneously charging two cars at 50 kW or higher charging power
18 output.

1 **Q66. How does the proposed EVFC Rate further the State of Indiana's goal of**
2 **providing greater access to public fast charging stations?**

3 A66. Increasingly, there is a shift towards greater production and use of electric
4 vehicles. From a state policy perspective, Indiana Governor Eric Holcomb
5 announced the creation of the Regional Electric Vehicle Coalition, a joint
6 partnership with the Governors in Illinois, Michigan, Minnesota and
7 Wisconsin, with a goal of ensuring the Midwest region is leading the way
8 in terms of providing charging infrastructure to meet the rapid growth in
9 demand for electric vehicles. This policy is imperative, coupled with
10 financial support from the Indiana Volkswagen Environmental Mitigation
11 Trust Fund, and future opportunities from the Indiana Department of
12 Transportation managed National Electric Vehicle Infrastructure (NEVI)
13 funding grants, has created a unique opportunity to expand Indiana's fast
14 charging network. The Company's proposal, therefore, contributes directly
15 to the policy goal of expanded access to electric vehicle fast charging
16 stations by providing an equitable, Commission-regulated way to pay for
17 service rendered at Company-owned and Company-operated fast charging
18 stations.

1 **Q67. How was the fast charging rate for the EVFC service determined?**

2 A67. The fast charging rate (\$/kwh) for the EVFC service was determined by
3 calculating the Indiana statewide average of comparable public charging
4 stations, which is set out in the EVFC Rate included in NIPSCO's Proposed
5 Tariff (Attachment 2-C).

6 **Q68. Why is using a statewide average of comparable charging station rates a**
7 **reasonable method of determining the rate for the proposed Rate EVFC?**

8 A68. This method is administratively simple, and a fair, transparent way of
9 determining a rate that furthers the state-wide goal of expanding the state's
10 fast-charging network, without undercutting third-party owned charging
11 stations. The proposed average is determined from 12 existing charging
12 stations within Indiana. NIPSCO obtained corresponding pricing from the
13 publicly available U.S. Department of Energy's Alternative Fuels Database
14 Electric Vehicle Charging Station Location tool along with confirming the
15 current price from the EV station corresponding network charging
16 provider. Unfortunately, not all fast-charging stations in the State are
17 comparable. Therefore, NIPSCO limited its basis for its average to non-
18 Tesla stations that are equal to or greater than 50 kW in charging output

1 capacity, offer at least one standard charging connector, and are publicly
2 accessible 24-hours per day. To ensure the rate remains current, NIPSCO
3 will review the rate monthly and update the rate when the statewide
4 average changes by more than 10% from the amount calculated for the
5 proposed Rate EVFC in accordance with the Commission's Thirty-Day
6 Administrative Filing Procedures and Guidelines at 170 IAC 1-6.

7 NIPSCO believes that using a market average rate will avoid hindering
8 future participants from entering the market to supply electric vehicle fast-
9 charging installations. Creating a cost-based rate that applied up front
10 grants to help offset the cost of installation would produce an unfair pricing
11 advantage that would potentially hinder future participation in the
12 marketplace as the rational electric vehicle driver would look to charge their
13 vehicles at the lower priced station and thus hinder revenue opportunities
14 to other potential electric vehicle charging station owners.

15 **Q69. What is NIPSCO's proposed rate for the EVFC service?**

16 A69. The proposed energy charge is \$0.4060 per kWh. An additional \$1.00 per
17 minute "idling fee" after ten minutes will apply to certain stations in close
18 proximity to highway corridors or other highly trafficked areas. The rate

1 will be clearly visible to users on the display in \$/kwh, similar to refueling
2 at a gasoline station in \$/gallon.

3 **Q70. Why are "idling fees" appropriate to include?**

4 A70. Electric vehicle drivers expect a quick, convenient experience when pulling
5 into an electric vehicle charging station, which means having an open port
6 to charge is needed. Idling fees are important to incent electric vehicle
7 drivers to move their vehicle once their charging session is complete.
8 Electric vehicle drivers are able to receive notifications during their
9 charging event indicating the progress of their charging session. Providing
10 a ten-minute grace period allows the electric vehicle driver enough time to
11 return to their vehicle to pull away.

12 For sake of clarity, an idling fee is only applied once a charging session is
13 complete. At that point, the car is no longer charging and the spot should
14 be made available for the next driver. NIPSCO is not proposing a limit on
15 the amount of idling fees, as customers are expected to move vehicles
16 shortly after their charging is complete, and can avoid additional charges
17 by moving their vehicle in a timely manner.

18 **Q71. How is NIPSCO proposing to handle revenues received from Rate EVFC?**

1 A71. NIPSCO proposes to use revenues from Rate EVFC to cover costs associated
2 with station operations (e.g., fuel cost, network subscription fees, network
3 operator collection and processor fees, and maintenance). To the extent
4 there are revenues that exceed the costs associated with the charging
5 stations on an annual basis, also known as EVFC net margin, the Company
6 proposes to defer the EVFC net margin as a regulatory liability for recovery
7 in a future base rate case.

Rider 594 – Adjustment of Charges for Variable Costs of Coal-Fired Generation (the Variable Cost Tracker)

8 **Q72. Please describe NIPSCO's proposal to recover variable non-labor O&M**
9 **expenses of coal-fired generation in the Variable Cost Tracker.**

10 A72. NIPSCO proposes to remove six categories of variable non-labor O&M
11 expenses associated with its coal-fired generation resources and instead
12 recover these costs entirely through the Variable Cost Tracker so that when
13 Schahfer Units 17 and 18, and Michigan City Unit 12 retire, the savings can
14 be passed back to customers more timely. As described in more detail by
15 NIPSCO Witness Blissmer, the six categories are: (1) generation
16 maintenance activity; (2) planned outages; (3) forced outages; (4) variable
17 chemicals; (5) non-trackable fuel handling; and (6) nitrogen oxide emissions

1 allowances. In total, \$101,675,971 in annual expenses would be removed
2 from NIPSCO's base rates and recovered in the proposed Variable Cost
3 Tracker, with approximately half of this attributable to items (1)-(3) and half
4 attributable to items (4)-(6). Within the tracking mechanism, NIPSCO
5 proposes to allocate the recovery of these costs using the same allocation
6 methodology it uses to recover these costs in base rates.

7 Under the Company's proposal, 100% of these variable costs would flow
8 through the Variable Cost Tracker, with no base rate recovery. In this
9 fashion, as and to the extent NIPSCO's coal-fired generating units are
10 retired and no longer providing service, this tracking mechanism would
11 cease to collect the variable non-labor O&M expenses associated with the
12 retired unit(s) from customers without the need to file and wait for
13 approval of a rate case. NIPSCO expects to retire Schahfer Units 17 and 18
14 no later than the end of 2025 and, consistent with the 2021 IRP, the Michigan
15 City Generating Station ("Michigan City") Unit 12 by the end of 2028. After
16 the retirement of Michigan City Unit 12, this tracking mechanism would no
17 longer be needed. The Variable Cost Tracker Factors are shown in
18 Appendix K.

1 **Q73. Why is it reasonable for NIPSCO to recover these variable non-labor**
2 **O&M expenses in the proposed Variable Cost Tracker instead of through**
3 **its base rates?**

4 A73. Primarily, NIPSCO is proposing this new tracking mechanism based on the
5 trajectory of its generation transition path. This is discussed by several
6 NIPSCO witnesses in this proceeding, but, as noted above, the proposed
7 tracking mechanism will serve an important policy purpose to provide
8 customers real-time benefits of the retirement of NIPSCO's coal-fired
9 generation as they occur, which cannot be accomplished if these costs are
10 kept in NIPSCO's base rates. As proposed, in addition to ensuring dollar-
11 for-dollar recovery of actual variable non-labor O&M expenses as unit
12 dispatch varies as the units move towards retirement, the tracking
13 mechanism will reduce in magnitude after the retirement of Schahfer Units
14 17 and 18, and then sunset after the retirement of Michigan City Unit 12.
15 Additionally, as discussed in more detail below, NIPSCO's proposal is
16 consistent with the Commission's previously articulated standard for
17 tracking mechanisms pursuant to Ind. Code 8-1-2-42 – that is, the
18 Commission evaluates whether costs to be tracked are “collectively and
19 potentially significant, whether they are potentially variable or volatile, and

1 whether they are largely outside the utility's control."²⁸ NIPSCO Witnesses
2 Blissmer and Campbell further describes the mechanics of the proposed
3 tracking mechanism and explains how this meets the Commission's
4 standards for approval.

5 **Q74. If the proposed Variable Cost Tracker is approved, will NIPSCO still**
6 **prudently manage these costs as it does today?**

7 A74. Of course. To the extent there were any concerns that allowing NIPSCO to
8 track these variable non-labor O&M expenses would disincentivize
9 NIPSCO to prudently manage these costs, I would note that the actual
10 expenses would still be subject to review and approval in each semi-annual
11 tracker proceeding. The usual tracker review process—such as the process
12 used to review NIPSCO's FAC, TDSIC, or other trackers, which includes
13 recovery of amounts as much as or more than the variable, non-labor O&M
14 expenses to be included in this tracker—is well-established and will
15 provide a level of review that is at least as rigorous, if not more rigorous,
16 than the review that would typically occur.

²⁸ *Re Indianapolis Power & Light Co.*, Cause No. 44576 (IURC 3/16/2016), p. 79 (citing *PSI Energy*, Cause No. 42359 (IURC 5/18/2004), p. 115).

Rider 597 – Universal Service Program (USP) Rider

1 **Q75. Please describe NIPSCO's proposed Universal Service Program (USP)**

2 **Rider.**

3 A75. NIPSCO is proposing a new low income program as part of this proceeding,
4 which is proposed Rider 597 – Universal Service Program (USP) Rider.

5 Much like NIPSCO's gas Universal Service Program, all customers will pay
6 \$0.40 per meter per month. The assistance would be available to LIHEAP-
7 eligible customers and be applied to bills for the summer cooling months.

8 As part of the program, NIPSCO also plans to offer deposit assistance for
9 income-qualified customers.

Non-Base Rate Programs

10 **Q76. Please explain NIPSCO's electric TDSIC program.**

11 A76. NIPSCO has two separate electric TDSIC plans, one that ran for the period
12 January 1, 2016 through May 31, 2021, and one that runs for the period June
13 1, 2021 through December 31, 2026 ("Current Plan"). In this case, NIPSCO
14 is proposing to include the approved TDSIC assets that will be in service at
15 the end of the Forward Test Year from both TDSIC plans in rate base. Costs
16 associated with approved TDSIC assets from the Current Plan that have not
17 been placed in service at the end of the Forward Test Year will continue to

1 be recovered through NIPSCO's TDSIC tracker filings (Cause No. 45557-
2 TDSIC-X).

3 **Q77. Please explain NIPSCO's electric FMCA program.**

4 A77. NIPSCO has one pending request for issuance of a CPCN in Cause No.
5 45700, which relates to the proposed closure of certain coal ash ponds at the
6 Michigan City Generating Station. In this case, NIPSCO is not proposing to
7 include the approved FMCA assets that will be in service at the end of the
8 Forward Test Year in rate base. Instead, costs associated with approved
9 FMCA assets will continue to be recovered through NIPSCO's FMCA
10 tracker filings and amortized through 2032 (Cause No. 45700-FMCA-X).²⁹

11 **Q78. Please explain NIPSCO's electric demand-side management ("DSM")**
12 **programs.**

13 A78. NIPSCO has taken steps in helping customers save energy and reduce their
14 monthly bills. From senior leadership to front line employees, NIPSCO has
15 continued to elevate its internal emphasis on energy efficiency. This
16 includes enhanced communication with the statewide stakeholders,

²⁹ Assuming approval of NIPSCO's proposed ratemaking treatment in Cause No. 45700, eighty percent (80%) of the applicable costs will remain in the FMCA Tracker, but the remaining twenty percent (20%) will be deferred for recovery in NIPSCO rate cases.

1 including governmental agencies, other utilities, and consumer parties.
2 NIPSCO has dedicated staff to energy efficiency measures and manages the
3 development and implementation of such measures to the benefit of its
4 electric and gas customers. NIPSCO's electric energy efficiency programs
5 have helped customers save more than 1.4 million megawatt hours from
6 2010 through December 31, 2021. NIPSCO offers a variety of programs for
7 all customer segments (residential, commercial, and industrial) and looks
8 to help customers manage current energy costs and to assist NIPSCO in
9 reducing or deferring future generation needs.

10 NIPSCO's energy efficiency plan for 2019-2021 approved by the
11 Commission in Cause No. 45011 included the programs selected by the 2016
12 IRP and included additional programs to provide a robust portfolio of cost-
13 effective programs. NIPSCO's energy efficiency plan for 2022-2023
14 approved by the Commission in Cause No. 45456 includes the programs
15 selected by the 2018 IRP and includes additional programs to provide a
16 robust portfolio of cost-effective programs. In addition, NIPSCO has
17 specifically tailored programs to assist low income customers and smaller
18 commercial entities. In the settlement agreement reached in NIPSCO's

1 most recent electric energy efficiency proceeding (Cause No. 45456),
2 NIPSCO, the OUCC, and the CAC agreed that NIPSCO will continue to
3 work with its Oversight Board to increase savings as available, appropriate,
4 and cost effective. NIPSCO appreciates the participation of the Oversight
5 Board, which includes the OUCC, and CAC, as the members assist the
6 Company in providing a portfolio of programs that is beneficial to
7 NIPSCO's customers.

8 In this case, NIPSCO trues up the budget to the DSM-17 filing then removes
9 lost revenues for measures installed after December 31, 2021, as these
10 amounts will continue to be recovered through the DSM tracker subsequent
11 to the implementation of new base rates in this proceeding. NIPSCO
12 Witnesses Camp and Siegler sponsor these adjustments (REV 7).

Current Tariff

13 **Q79. Please describe NIPSCO's Current Tariff.**

14 A79. NIPSCO's Current Tariff was approved by the Commission in its 45159
15 Rate Case Order except for specific tariff sheets that have been updated and
16 approved since that time.

1 **Q80. Please summarize the changes that were made to NIPSCO's Proposed**
2 **Tariff.**

3 A80. The service structure would remain the same for residential and
4 commercial customers, except for a proposed increase in fixed recovery by
5 increasing customer charges. As discussed in greater detail above, NIPSCO
6 is proposing modifications to the Rate 831 Industrial Structure to address:
7 (1) allocation of costs and Tier 1 firm contract demand; (2) commitment
8 towards moving Rate 531 towards its cost of service in future rate cases; (3)
9 setting out a new customer contract term; (4) enhancements to the customer
10 load forecasting; and (5) MISO movement to a seasonal resource adequacy
11 construct..

12 The current rates have been updated to reflect NIPSCO's proposed revenue
13 requirement allocated to the rate classes through the current allocated cost
14 of service study and mitigation model. This is further discussed by
15 NIPSCO Witness Taylor.

16 NIPSCO is also proposing to update the series number of its rate schedules
17 from a currently-effective 800 Series to a proposed 500 Series. NIPSCO

1 traditionally changes the series numbering to avoid customer confusion
2 regarding which rate was in effect on a given date.

3 **Q81. Is NIPSCO proposing to make changes to its Commercial spaceheating**
4 **rates?**

5 A81. No. NIPSCO discontinued its Residential spaceheating rates (Rate 611
6 Spaceheating and Rates 612 and 613) in their entirety in Cause No. 44688.
7 At that time, NIPSCO anticipated discontinuing its Commercial
8 spaceheating rate (Rates 720 and 722) in its last proceeding. However,
9 because of the additional complexity of discontinuing those rates, NIPSCO
10 did not propose any changes in its last proceeding, and is not proposing
11 any changes in this proceeding.

12 **Q82. Please describe NIPSCO's Proposed Rates.**

13 A82. NIPSCO's Proposed Rates are summarized and described in table format
14 below. The specific details, terms and conditions, rules, etc., applicable to
15 each Rate are contained in Attachment 2-C.

Rate	Description
Rate 511	Residential
Rate 520	Commercial and General Service – Heat Pump
Rate 521	General Service – Small

Rate	Description
Rate 522	Commercial Spaceheating
Rate 523	General Service – Medium
Rate 524	General Service – Large
Rate 525	Metal Melting Service
Rate 526	Off-Peak Service
Rate 530	Industrial Power Service - Small
Rate 531	Industrial Power Service - Large
Rate 541	Municipal Power
Rate 542	Intermittent Wastewater Pumping-Distributed Systems
Rate 543 ³⁰	Station Power for Renewable Wholesale Generation Equipment
Rate 544	Railroad Power Service
Rate 549 ³¹	Electric Vehicle Fast Charging – Company Owned Charging
Rate 550	Street Lighting
Rate 555	Traffic and Directive Lighting
Rate 560	Dusk to Dawn Area Lighting
Rate 565	Renewable Feed-In Tariff

1

2

Rate 511 – Rate for Electric Service, Residential (RS)

3

Rate 511 is available to Residential and farm Customers. This rate consists

4

of a Customer Charge, an Energy Charge and applicable Riders. Other than

5

updated billing rates, Rate 511 continues substantially unchanged.

6

Rate 520 – Rate for Electric Service, Commercial and General Service – Heat Pump (CGSHP)

7

³⁰ Rate 543 is discussed above and also discussed in detail by NIPSCO Witness Blissmer.

³¹ Rate 549 is discussed in detail above.

1 Rate 520 is available to Commercial and General Service Customers. The
2 Customer must have had a Company accepted heat pump or other electric
3 energy efficient heating/cooling device as of the December 21, 2011 final
4 Order in Cause No. 43969, and operate that device as the primary
5 heating/cooling source for the structure. The device must be permanently
6 installed and the Customer shall utilize the device and/or associated
7 appliance for both heating and cooling the same space. For customers
8 converting from electric space heating to natural gas, upon suitable
9 verification acceptable to the Company, NIPSCO provides a one-time credit
10 of \$25.00 per permanently installed space heating unit. This rate consists of
11 a Customer Charge, an Energy Charge and applicable Riders. Other than
12 updated billing rates, Rate 520 continues substantially unchanged.

1 Rate 521 – Rate for Electric Service, General Service Small (GSS)

2 Rate 521 is available to General Service Customers who are located on the
3 Company's Distribution Lines. This rate consists of a Customer Charge, an
4 Energy Charge and applicable Riders. Other than updated billing rates,
5 Rate 521 continues substantially unchanged.

6 Rate 522 – Rate for Electric Service, Commercial Spaceheating (CSH)

7 Rate 522 is available to Commercial Customers as of the December 21, 2011
8 final Order in Cause No. 43969, who have arranged the wiring for
9 permanently installed space heating equipment and for both heating and
10 cooling the same space. For customers converting from electric space
11 heating to natural gas, upon suitable verification acceptable to the
12 Company, NIPSCO provides a one-time credit of \$25.00 per permanently
13 installed space heating unit. This rate consists of a Customer Charge, an
14 Energy Charge and applicable Riders. Other than updated billing rates,
15 Rate 522 continues substantially unchanged.

16 Rate 523 – Rate for Electric Service, General Service - Medium (GSM)

17 Rate 523 is available to General Service Customers who are located on the
18 Company's Distribution Lines. This rate consists of a Demand Charge, an

1 Energy Charge and applicable Riders. Other than updated billing rates,
2 Rate 523 continues substantially unchanged.

3 Rate 524 – Rate for Electric Service, General Service - Large (GSL)

4 Rate 524 is available to General Service Customers and is a demand and
5 energy metered rate and is available to customers with demand less than
6 25,000 kW. This rate consists of a Demand Charge, an Energy Charge and
7 applicable Riders. The contract requirement for Customers choosing less
8 than 3,000 kW of Demand has been removed. Other than updated billing
9 rates, Rate 524 continues substantially unchanged.

10 Rate 525 – Rate for Electric Service, Metal Melting Service (MMS)

11 Rate 525 is limited to Industrial Customers with metal melting and/or
12 holding equipment and a maximum thirty (30) minute on-peak demand for
13 a billing period that is less than 50% of the maximum thirty (30) minute off-
14 peak demand for that same billing period and is located adjacent to existing
15 electric facilities adequate to meet the customer's requirements. A
16 Customer requesting service under this rate is required to contract for a
17 specific amount of electrical capacity which shall be not less than 500
18 kilowatts. The Company shall not supply demand in excess of 12,000

1 kilowatts under this rate. The Company shall not be obligated to supply
2 capacity in excess of that specified in the contract. The only change to this
3 Rate is the removal of interruptible and curtailment language. This rate
4 consists of a Demand Charge, an Energy Charge and applicable Riders.
5 Other than updated billing rates, Rate 525 continues substantially
6 unchanged.

7 Rate 526 – Rate for Electric Service, Off-Peak Service (OPS)

8 Rate 526 is available to Non-Residential Customers. Service under this rate
9 shall not be less than 200 kW of electrical capacity. The Company shall not
10 supply demand in excess of 15,000 kilowatts under this rate. This rate
11 consists of a Demand Charge, an Energy Charge and applicable Riders. The
12 contract requirement has been removed. Other than updated billing rates,
13 Rate 526 continues substantially unchanged.

14 Rate 531 – Rate for Electric Service, Industrial Power Service – Large

15 Rate 531 is available to Industrial Customers taking service at Transmission
16 or Subtransmission voltage whose Premises are located adjacent to existing
17 electric facilities having Transmission or Subtransmission capacity
18 sufficient to meet the Customer's requirements. Customer shall contract for

1 a definite amount of electrical demand which shall not be less than 10,000
2 kW for a five-year term. Rate 531 has three (3) tiers of service, (1) Tier 1;
3 Firm Service, (2) Tier 2; Non-Firm Market Price Service, and (3) Tier 3; Non-
4 Firm Third Party Generation Service. Customers must demonstrate or
5 document, to the Company's satisfaction, the ability to reduce demand to
6 the Tier 1 elected level plus additional firm capacity procured, as allowed,
7 under Tier 2 and Tier 3. If a Customer's elected service results in curtailable
8 demand under Tier 2 and Tier 3, the Customer shall provide information
9 necessary to satisfy these requirements, including information
10 demonstrating to Company's satisfaction, that the Customer has the ability
11 to reduce load to any firm capacity within Tier 1, Tier 2, and Tier 3. This
12 rate consists of a Demand Charge (Tier 1), an Energy Charge (Tier 1), a
13 Transmission Charge (Tier 1, Tier 2, and Tier 3), an Adjacent Affiliate
14 Qualifying Facility Premise Transmission Charge (Tier 1, Tier 2, and Tier 3),
15 and applicable Riders.

16 Rate 532 – Rate for Electric Service, Industrial Power Service – Small
17 Rate 532 is available to Industrial Customers taking service at Transmission
18 or Subtransmission voltage whose plants are located adjacent to existing

1 electric facilities having Transmission or Subtransmission capacity
2 sufficient to meet the Customer's requirements. The Customer shall
3 contract for a definite amount of electrical capacity which shall be more
4 than 10,000 kW and not exceed 25,000 kW. Those Premises being served
5 under Rate 732 or 733 on October 31, 2018 that satisfy the maximum
6 capacity limitation may elect to be grandfathered into this rate.

7 Customers taking Back-up, Maintenance and Temporary Services under
8 this rate shall be subject to Curtailments when curtailment of the
9 Company's Customers under Rate 531 is insufficient. Since NIPSCO is
10 proposing to remove the power purchases over benchmark from its Rider
11 570, a reference to the power purchases over benchmark has been removed.
12 NIPSCO also removed the section relating to transition service for
13 customers moving to the initial Rate 831 that is no longer necessary. This
14 rate consists of a Demand Charge, an Energy Charge and applicable Riders
15 (except for Buy-Through Energy under Temporary Service or Back-up
16 Service).

17 Rate 533 – Rate for Electric Service, Industrial Power Service – Small -HLF

1 Rate 532 is available to Industrial Customers taking service at Transmission
2 or Subtransmission voltage whose plants are located adjacent to existing
3 electric facilities having Transmission or Subtransmission capacity
4 sufficient to meet the Customer's requirements. The Customer shall
5 contract for a definite amount of electrical capacity which shall be not less
6 than 10,000 kW and not exceed 25,000 kW.

7 Customers taking Back-up, Maintenance and Temporary Services under
8 this rate shall be subject to Curtailments when curtailment of the
9 Company's Customers under Rate 531 is insufficient. Since NIPSCO is
10 proposing to remove the power purchases over benchmark from its Rider
11 570, a reference to the power purchases over benchmark has been removed.
12 NIPSCO also removed the section relating to transition service for
13 customers moving to Rate 531 that is no longer necessary. This rate consists
14 of a Demand Charge, an Energy Charge and applicable Riders (except for
15 Buy-Through Energy under Temporary Service or Back-up Service).

16 Rate 541 – Rate for Electric Service, Municipal Power (MP)

17 Rate 541 is available to Municipalities, the Indiana Department of Natural
18 Resources, and to corporations or persons operating under exclusive

1 franchise in furnishing water service at retail within a municipality for
2 electric power service for water pumping purposes. This rate is comprised
3 of an energy rate or minimum charge and applicable Riders. The contract
4 requirement has been removed and replaced with a rate release form that
5 will contain the information required to calculate the minimum bill. Other
6 than updated billing rates, Rate 541 continues substantially unchanged.

7 Rate 542 – Rate for Electric Service, Intermittent Wastewater Pumping-
8 Distributed Systems (IWPDS)

9 Rate 542 is available to private or governmental entities to provide power
10 to systems for the pumping and removal of residential and small
11 commercial sewage water and waste at multiple locations to a central waste
12 water treatment facility. Rate 542 is an unmetered service and for billing
13 purposes, NIPSCO charges the applicable trackers based upon an estimated
14 usage of 8 kWh per month for residential pumps and 9.5 kWh per month
15 for commercial pumps. This rate is comprised of a Customer Charge plus
16 a rate for un-metered service and applicable Riders. The contract
17 requirement has been removed. Other than updated billing rates, Rate 542
18 continues substantially unchanged.

19 Rate 544 – Rate for Electric Service, Railroad Power Service (RR)

1 Rate 544 is available only to existing railroads or to a non-profit commuter
2 transportation district operating said railroads. Electricity will be supplied
3 for the operation of trains on a continuous electrified right-of-way of the
4 Customer. This rate is comprised of a Demand Charge, an Energy Charge
5 and applicable Riders. A contract requirement has been added. Other than
6 updated billing rates, Rate 544 continues substantially unchanged.

7 Rate 550 – Rate for Electric Service, Street Lighting (SL)

8 Rate 550 is available for street, highway and billboard lighting service to
9 Customers for lighting systems located on electric supply lines of the
10 Company. Billing is based upon type, ownership and responsible
11 maintaining party of the lighting fixture. This rate is comprised of a Lamp
12 Charge, an Energy Charge and applicable Riders. Other than updated
13 billing rates, Rate 550 continues substantially unchanged.

14 Rate 555 – Rate for Electric Service, Traffic and Directive Lighting (TDL)

15 Rate 555 is available to any Customer for electric Energy for non-metered
16 traffic directive lights located on the Company's electric supply lines. This
17 rate is comprised of a Service Drop Charge, an Energy Charge and

1 applicable Riders. Other than updated billing rates, Rate 555 continues
2 substantially unchanged

3 Rate 560 – Rate for Electric Service, Dusk to Dawn Area Lighting (DDAL)

4 Rate 560 is available for dusk to dawn area lighting service to Customers
5 for Company-owned lighting systems located on electric supply lines of the
6 Company. This rate is comprised of a Lamp Charge, Equipment Charge,
7 an Energy Charge and applicable Riders. Other than updated billing rates,
8 Rate 560 continues substantially unchanged.

9 Rate 565 – Renewable Feed-In Tariff (FIT)

10 Rate 565 is a voluntary offer available to any Customer that operates within
11 the Company's service territory a Qualifying Renewable Energy Power
12 Production Facility. The energy purchases will be made up of an energy
13 payment for all technologies and a capacity payment for biomass. Rate 565
14 continues substantially unchanged.

15 **Q83. Is NIPSCO proposing to discontinue any of its current rates?**

16 A83. No.

17 **Q84. Does this complete your general discussion of the Proposed Rates?**

1 A84. Yes.

2 **Q85. Please describe NIPSCO's Proposed Riders.**

3 A85. NIPSCO's Proposed Riders are summarized and described in table format
4 below. The specific details applicable to each Rider are contained in
5 Attachment 2-C. The Proposed Riders apply to specific Proposed Rates.
6 The Proposed Tariff also includes Appendix A – Applicable Riders, which
7 lists the Riders and shows to which Rates they apply. NIPSCO Witness
8 Shikany discusses updates that will be made to the Riders upon the
9 implementation of new rates in this proceeding.

Rider	Description
Rider 570	Adjustment of Charges for Cost of Fuel Rider
Rider 571	Adjustment of Charges for Regional Transmission Organization
Rider 574	Adjustment of Charges for Resource Adequacy
Rider 576	Backup and Maintenance Industrial Service
Rider 577	Economic Development Rider
Rider 578	Purchases from Cogeneration and Small Power Production Facilities
Rider 579	Interconnection Standards
Rider 580	Net Metering
Rider 581	Demand Response Resource Type (DRR-1) Energy Only
Rider 582	Emergency Demand Response Resource (EDR) – Energy Only
Rider 583	Adjustment of Charges for Demand Side Management Adjustment Factors
Rider 586	Green Power

Rider	Description
Rider 587	Adjustment of Charges for Federally Mandated Costs
Rider 588	Adjustment of Charges for Transmission, Distribution and Storage System Improvement Charge
Rider 589	Excess Distributed Generation
Rider 594 ³²	Adjustment of Charges for Variable Costs of Coal-Fired Generation
Rider 597 ³³	Universal Service Program (USP) Rider

1

2

Rider 570 – Adjustment of Charges for Cost of Fuel Rider (FAC)

3

Rider 570 has been updated with the average cost of fuel in base rates in this proceeding. The test year fuel costs were included in the Allocated Cost of Service Study model and allocated by energy at the generator. This is further discussed by NIPSCO Witness Taylor. In this proceeding, NIPSCO is proposing to eliminate the power purchases over benchmark and to credit all off-system sales through the FAC, as discussed by NIPSCO Witness Campbell. The Fuel Cost Charge is shown in Appendix B.

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Rider 571 – Adjustment of Charges for Regional Transmission Organization (RTO)

11

12

Rider 571 is a semi-annual mechanism to recover net non-fuel MISO costs and revenues. In this proceeding, NIPSCO is proposing to no longer credit

13

³² Rider 594 is discussed in detail above.

³³ Rider 597 is discussed above and is also discussed in greater detail by NIPSCO Witness Becker.

1 off-system sales margin in the RTO, and to instead credit all off-system sales
2 through the FAC. This is further discussed by NIPSCO Witness Campbell.
3 The production and energy allocators utilized for purposes of allocating the
4 costs inside of this Rider will be updated based upon the Allocated Cost of
5 Service Study. The RTO Adjustment Factors are shown in Appendix C.

6 Rider 574 – Adjustment of Charges for Resource Adequacy (RA)

7 Rider 574 is a semi-annual mechanism to recover the cost of capacity
8 purchases and sales and 75% of costs associated with credits paid for
9 interruptible load. As discussed by NIPSCO Witness Campbell, NIPSCO is
10 proposing in this proceeding to build a certain amount of capacity costs into
11 base rates and to utilize the RA Adjustment to track amounts above or
12 below this base rate amount. The production and energy allocators utilized
13 for purposes of allocating the costs inside of this Rider will be updated
14 based upon the Allocated Cost of Service Study. The RA Adjustment
15 Factors are shown in Appendix F.

16 Rider 576 – Back-Up and Maintenance Industrial Service Rider (BMIS)

17 This Rider is only available to Customers taking service under Rate 531 who
18 desire to take service subject to Curtailments from the Company for Back-

1 up or Maintenance purposes. Nothing in this Rider excuses the Customer
2 from its Rate 531 Tier 2 and Tier 3 Curtailment obligations or the penalties
3 associated with failing to meet those obligations. Back-up and Maintenance
4 Services under this Rider shall be subject to Curtailments when Curtailment
5 under Rate 531 is insufficient. Energy under this Rider shall be subject to
6 other Riders as identified on Appendix A. Customers taking service under
7 this Rider shall operate their cogeneration facilities to meet their demand in
8 excess of the sum of their Rate 531 Tier 1, Tier 2 and Tier 3 Contract
9 Demands except when their cogeneration facilities are experiencing a
10 forced outage or derate, or when the Customer is taking confirmed
11 Maintenance Service under this Rider. A contract is required for Back-up
12 Service under this Rider. The billing rates have been updated.

13 Rider 577 – Economic Development Rider (EDR)

14 Rider 577 is available to Non-Residential Customers requesting new or
15 increased service requirements that result in increased employment
16 opportunities, which are new to the State of Indiana upon demonstrating
17 the fulfillment of certain new production, increased load and other
18 economic-related characteristics that would otherwise have not occurred

1 absent the availability of the Rider. A contract is required for service under
2 this Rider. NIPSCO is proposing to change the new electrical demand
3 minimum to 250 kw and added a customer certification requirement
4 relating to obtaining local and state participation in new investment.

5

1 Rider 578 – Purchases From Cogeneration and Small Power Production
2 Facilities (COG)

3 Rider 578 is available to a Qualifying Facility, as defined in the Rules. A
4 contract is required between the Company and each Qualifying Facility,
5 setting forth all terms and conditions governing the purchase of electric
6 power. Rider 578 continues substantially unchanged.

7 Rider 579 – Interconnection Standards (IS)

8 Rider 579 is provided in accordance with the applicable standards, rules
9 and regulations of the Commission's Rules as specified in the Indiana
10 Administrative Code. Rider 579 continues substantially unchanged.

11 Rider 580 – Net Metering (NM)

12 Rider 580 is provided in compliance with Indiana Code § 8-1-40-10 and
13 applicable Commission Rules. NIPSCO has added a provision to meet
14 requirements of the statute.

15 Rider 581 – Demand Response Resource Type 1 (DRR-1) – Energy Only
16 (DRR 1)

17 Rider 581 is available to Customers taking service under Rates 523, 524, 525,
18 526, 530, or 531 who have sustained ability to reduce energy requirements
19 through indirect participation in the MISO wholesale energy market by

1 managing electric usage as described by MISO. This Rider is available to
2 any load that is participating in Rate 531 and registered as a Load
3 Modifying Resource; unless MISO rules change and do not permit load
4 used by the Company as a Load Modifying Resource to also participate as
5 a Demand Response Resource; provided, however, load may not
6 participate as a Demand Response Resource if such participation would be
7 inconsistent with the provisions of Rate 530 or 531. The Customer shall
8 enter into a written contract with the Company to reduce a portion of its
9 electric load for single or multiple Interval Data Recorder meters through
10 participation with the Company acting as the Market Participant for the
11 Customer. Customer shall be either an Asset Owner (AO), Non-Asset
12 Owner (NAO), or Aggregator of Retail Customers (ARC). Changes were
13 made to better align with proposed Rate 530 and Rate 531. NIPSCO also has
14 removed the Marginal Forgone Retail Rate ("MFRR") provisions within the
15 Rider to better align with MISO's treatment of demand response resources
16 and to reduce potential barriers to customer participation. This is further
17 discussed by NIPSCO Witness Campbell.

18 Rider 582 – Emergency Demand Response Resource (EDR) – Energy Only
19 (EDR-1)

1 Rider 582 is available to Customers taking service under Rates 523, 524, 525,
2 526, 530, or 531 who have a sustained ability to reduce energy requirements
3 through indirect participation in MISO wholesale energy market by
4 managing electric usage as described by MISO. This Rider is available to
5 any load that is participating in Rate 531 and registered as a Load
6 Modifying Resource, unless MISO rules change and do not permit load
7 used by the Company as a Load Modifying Resource to also participate as
8 an Emergency Demand Response Resource; provided, however, load may
9 not participate as a Demand Response Resource if such participation would
10 be inconsistent with the provisions of Rate 530 or 531. The Customer shall
11 enter into a written contract with the Company to reduce a portion of its
12 electric load for single or multiple Interval Data Recorder meters through
13 participation with the Company acting as the Market Participant for the
14 Customer. Customers who do not qualify as a Load Modifying Resource
15 may, however, participate as an EDR with any load. Customers taking
16 service under this Rider shall not take power under the temporary, surplus
17 power, back-up and maintenance services during an event under this Rider.
18 Customer shall be either an Asset Owner (AO), Non-Asset Owner (NAO),
19 or Aggregator of Retail Customers (ARC). Changes were made to better

1 align with proposed Rate 530 and Rate 531. NIPSCO also has removed the
2 Marginal Forgone Retail Rate ("MFRR") provisions within the Rider to
3 better align with MISO's treatment of demand response resources and to
4 reduce potential barriers to customer participation.

5 Rider 583 – Adjustment of Charges for Demand-Side Management
6 Adjustment Mechanism (DSMA)

7 Rider 583 is an annual mechanism to recover costs, including lost revenue
8 and financial incentives, applicable to Demand Side Management ("DSM")
9 programs. Rider 583 was updated to remove information relating to prior
10 year Opt Outs (2014) that were no longer required. The DSMA Factors are
11 shown in Appendix G. Rider 583 continues substantially unchanged.

12 Rider 586 – Green Power Rider (GPR)

13 Rider 586 provides Customers with the option to designate a specific
14 percentage of their energy consumption as associated with Green Power.
15 Customers pay a surcharge for energy consumption associated with Green
16 Power. The Green Power Rider Rates are shown in Appendix H. NIPSCO
17 has added clarification language related to requests to withdraw. Rider 886
18 continues substantially unchanged.

1 Rider 587 – Adjustment of Charges for Federally Mandated Costs (FMCA)

2 Rider 587 is a semi-annual mechanism to recover federally mandated costs
3 associated with a Commission-approved Certificate of Public Convenience
4 and Necessity (CPCN) pursuant to Ind. Code § 8-1-8.4 *et al.* and incurred in
5 connection with approved federally mandated compliance projects. The
6 production and energy allocators utilized for purposes of allocating the
7 costs inside of this Rider will be updated based upon the Allocated Cost of
8 Service Study. The FMCA Factors are shown in Appendix I. Rider 887
9 continues substantially unchanged.

10 Rider 588 – Adjustment of Charges for Transmission, Distribution and
11 Storage System Improvement Charge (TDSIC)

12 Rider 588 is a semi-annual mechanism to recover costs incurred in
13 connection with approved Transmission, Distribution and Storage System
14 Improvements. The production and energy allocators utilized for purposes
15 of allocating the costs inside of this Rider will be updated based upon the
16 Allocated Cost of Service Study. The TDSIC Factors are shown in Appendix
17 J. Rider 588 continues substantially unchanged.

18 Rider 589 – Excess Distributed Generation

1 Rider 589 is provided in compliance with Indiana Code § 8-1-40-10 and
2 applicable Commission Rules. NIPSCO has added a provision to meet
3 requirements of the statute. Rider 589 continues substantially unchanged.

4 **Q86. Is NIPSCO proposing to discontinue any of its current Riders?**

5 A86. No.

6 **Q87. Does this complete your general discussion of NIPSCO's Proposed**
7 **Riders?**

8 A87. Yes.

9 **Q88. Please summarize the objectives of the changes to NIPSCO's Proposed**
10 **Rules.**

11 A88. The Proposed Rules are applicable to the Proposed Rates and Proposed
12 Riders described above.

13 **Q89. Please describe NIPSCO's Proposed Rules.**

14 A89. NIPSCO's Proposed Rules are described in table format below. The actual
15 specific details, terms and conditions, rules, regulations, subject, etc.,
16 applicable to the Rules are contained in Attachment 2-C.

17

Rule	Description
1	Definitions
2	Tariff on File
3	Character of Service
4	Application, Service Request or Contract
5	Predication of Rates and Rate Schedules Selection
6	Service Extensions and Modifications
7	Customer Installation
8	Equipment on Customer's Premise
9	Metering
10	Deposit to Insure Payment of Bills
11	Rendering and Payment of Bills
12	Disconnection and Reconnection of Service
13	Service Interruptions and Curtailments
14	Limitations of Liability, Indemnification and Insurance
15	Miscellaneous and Non-Recurring Charges

1
2 With the exception of the Rules described below, no substantive changes
3 have been made.

4 **Rule 6 – Service Extensions and Modifications**

5 Rule 6 has been updated to reflect the calculation of Margin Costs (which
6 shall not in any event be less than the current \$3,500 amount) instead of
7 setting out the calculated amount so that future updates to the Margin Costs
8 will not require a future filing. This change is intended to provide
9 customers with a larger Margin Credit than the current, fixed \$3,500
10 amount. No other changes have been made to Rule 6.

1 **Rule 13 – Service Curtailments**

2 Rule 13 has been updated to change the amount of time the Company may
3 cut off the Customer's supply of electric energy to eight consecutive hours
4 (or other time mutually agreeable to the Company and Customer) provided
5 that, when practical, the Company provides the customers with 10 days'
6 notification, with as much advance notification as practical. This change is
7 intended to allow NIPSCO a greater ability to timely complete non-
8 emergency repairs and upgrades.

9 **Q90. Does this complete your general discussion of NIPSCO's Proposed**
10 **Rules?**

11 A90. Yes.

12 **Q91. Please describe Attachment 2-D.**

13 A91. Attachment 2-D is NIPSCO's proposed standard electric contract for service
14 for Rates 524, 525, 532, 533, 534, and 544. NIPSCO updated the series
15 number of rates, added Rate 534 to the list of applicable rates, and removed
16 the section providing for Interim Interruptible Demands.

17 **Q92. Please describe Attachment 2-E.**

1 A92. Attachment 2-E is NIPSCO's proposed standard electric contract for service
2 for Rates 531 and Rider 576. NIPSCO updated the series number of rates
3 and changed to the termination provisions in the agreement.

4 **Q93. Please describe Attachment 2-F.**

5 A93. Attachment 2-F is NIPSCO's Rate Release Form, which is documentation of
6 a customer's request to change rates. No changes have been made.

7 **Q94. Does this conclude your prefiled direct testimony?**

8 A94. Yes.

VERIFICATION

I, Erin E. Whitehead, Vice President, Regulatory Policy and Major Accounts for Northern Indiana Public Service Company LLC, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read "Erin E. Whitehead", is written over a horizontal line.

Erin E. Whitehead Date:

September 19, 2022

Attachment 2-A

[Verified Petition – Not duplicated herein]

**STIPULATION AND SETTLEMENT AGREEMENT ON RATE 831/531
MODIFICATION**

This Stipulation and Settlement Agreement on Rate 831/531 Modification (the “Agreement”)¹ is entered into this 12th day of September, 2022, by and among Northern Indiana Public Service Company LLC (“NIPSCO”) and the NIPSCO Industrial Group;² NLMK Indiana; Pratt Paper (IN), LLC; and United States Steel Corporation (collectively the “Rate 831 Customers,” and with NIPSCO, the “Rate 831 Settling Parties”), who stipulate and agree for purposes of settling issues related to Rate 831 to be presented in NIPSCO’s forthcoming general rate case proceeding, that the terms and conditions set forth below represent a fair and reasonable resolution of all issues related to the Rate 831 Settling Parties’ modification of Rate 831 in the electric rate case proceeding NIPSCO intends to file in September of 2022, subject to the terms of Section B.6.

This Agreement sets forth NIPSCO’s modified Alternative Regulatory Plan (“ARP”) pursuant to Ind. Code § 8-1-2.5-6 for Rate 831 Modification, which NIPSCO intends to file as part of its case-in-chief in its upcoming rate proceeding. The Rate

¹ The current NIPSCO electric tariff rate schedule under which the customers who are signatories to this Agreement currently take service is Rate 831. The successor rate schedule proposed by NIPSCO in the forthcoming base rate case proceeding will be designated Rate 531. For sake of clarity, throughout this Agreement, “Rate 831” and “Rate 831 customers” is used consistently throughout to refer to both the current and proposed tariff rate and customers, except where necessary to distinguish between the current Rate 831 and the proposed Rate 531.

² For purposes of this Agreement, the NIPSCO Industrial Group is comprised of Cleveland-Cliffs Steel LLC, Linde, Inc., BP Products North America, Inc., and Cargill, Inc.

831 Settling Parties stipulate and agree to NIPSCO's modified ARP and agree to file testimony in the upcoming rate proceeding or otherwise affirmatively support the ARP and the terms of this Agreement. The terms and obligations set forth in this Agreement are conditioned on approval of the ARP and incorporation of this Agreement into a Final Order of the Indiana Utility Regulatory Commission ("Commission") without material modification, change or conditioning term that is unacceptable to any of the Rate 831 Settling Parties at the conclusion of the rate proceeding.

A. Background

WHEREAS, NIPSCO filed a Verified Petition initiating Cause No. 45159 on October 31, 2018 requesting, among other relief, approval of an ARP pursuant to Indiana Code § 8-1-2.5-6 that would facilitate a new service structure for industrial rates (Rate 831) to address a changing energy landscape;

WHEREAS, in Cause No. 45159, NIPSCO filed testimony explaining the operation of Rate 831 and supporting the need for Rate 831 to address the loss of industrial load, provide a more competitive rate structure for large industrial customers, and promote effective system planning as NIPSCO transitions its generation resources;

WHEREAS, in Cause No. 45159, NIPSCO and prospective Rate 831 customers reached a mutual agreement on issues related to Rate 831 (collectively, the "45159

Rate 831 Settling Parties”) and such agreement was memorialized in a Stipulation and Settlement Agreement filed with the Commission on May 17, 2019 (the “831 Implementation Agreement”). The 831 Implementation Agreement was ultimately approved by the Commission in its Final Order dated December 4, 2019. The 831 Implementation Agreement and supporting testimony also called for approval of the cost of service study and allocation methodology presented by NIPSCO, as modified on rebuttal;

WHEREAS, in Cause No. 45159, the Commission approved the allocation of production costs using the 4 Coincident Peak (“4 CP”) method, consistent with NIPSCO’s system load characteristics and the design and operation of NIPSCO’s system;

WHEREAS, under the terms of Rule 5.8 of NIPSCO’s electric tariff as approved by the Commission in Cause No. 45159, the existing Rate 831 service contracts would terminate upon the approval of new base rates, and upon such termination all Rate 831 customers could potentially reduce their level of Tier 1 firm contract demand down to the tariff minimum of 10 MW each, or 70 MW in total;

WHEREAS, in order to reduce the contested issues in NIPSCO’s upcoming rate proceeding, the Rate 831 Settling Parties negotiated in advance of NIPSCO’s filing and have reached mutual agreement on issues related to Rate 831 (which will be renumbered Rate 531) for purposes of that cause. The Settling Parties’ agreement

with respect to the Rate 831 issues to be presented in that cause is set forth in this Agreement, and it is the intent of the Rate 831 Settling Parties to file testimony supporting this Agreement as part of NIPSCO's upcoming rate proceeding; and

WHEREAS, the Rate 831 Settling Parties request Commission approval of NIPSCO's modified ARP and this Agreement in its entirety, without material change or modification unacceptable to any of the Rate 831 Settling Parties, and incorporation of this Agreement in its Final Order in NIPSCO's upcoming rate proceeding;

NOW, THEREFORE, the Rate 831 Settling Parties agree to the following:

B. Settlement Terms

1. Scope of this Agreement:

The scope of this Agreement is limited to the Rate 831 Settling Parties' mutual agreement and understanding with respect to the modification of NIPSCO's ARP to reflect changes in allocation of costs between Rate 831 and Rate 531, including the use and approval of a 4 CP cost of service methodology for the allocation of production demand-related costs and a 12 CP cost of service methodology for the allocation of transmission demand-related cost, the agreed level of Tier 1 contract demand by the Rate 831 customers, the resulting design of rates for new Rate 531, and those other items expressly

stated herein. Except as expressly stated herein, this Agreement does not provide for any further modifications to NIPSCO's ARP approved in Cause No. 45159 nor modifications to the existing Rate 831 tariff. The Rate 831 Settling Parties reserve all rights with respect to issues and positions not addressed in this Agreement, including, but not limited to, NIPSCO's revenue requirement, NIPSCO's proposals for modifications to the new Rate 531 tariff set forth in Section B.6. of this Agreement, non-Rate 831 or 531 specific rate proposals, and adjustments to NIPSCO's as-filed allocated cost of service study, provided that any such proposed adjustments to the allocated cost of service study do not propose alteration of the use of the 4 CP demand related production or 12 CP demand related transmission allocation methodologies.

2. Allocation:

- a. The Rate 831 Settling Parties agree that NIPSCO's allocated cost of service methodology to be filed in the upcoming rate proceeding will be based upon the 4 CP method for production demand-related costs.³ The Rate 831 Settling Parties agree that

³ The 4 CP methodology uses the summer months of June, July, August and September to calculate the coincident peak demand allocation factors for purposes of allocating demand-related costs associated with production functions.

the 4 CP cost of service study should be used to allocate costs to Rate 831 as a class based on a Rate 831 Tier 1 subscription of 180 megawatts. Each of the Rate 831 Customers agrees to execute a new contract for Tier 1 demand subscription under Rate 831 as set forth in Confidential Attachment A to this Agreement for the contract term set forth in Section B.3.a. of this Agreement. The production demand-related cost of service shall be allocated to Rate 831 using 180 megawatts, and rates shall be designed for Rate 831 using the contracted Tier 1 demand levels totaling 170 megawatts. The Rate 831 Settling Parties agree to the allocation of tracker costs to Rate 831 Customers as set forth in Attachment B to this Agreement and further agree that only Rate 831/531 Customers' Tier 1 commitments constitute "firm load" for purposes of any transmission, distribution, and storage system improvement charge ("TDSIC") expenditures and costs, and that the TDSIC revenue allocation shall be applied only to revenue associated with Rate 831 Customers' Tier 1 contract demand.

- b. The 831 Settling Parties recognize and understand that the Tier 1 contract demands as set forth in Section B.2.a. of this

Agreement will be binding only through the end of the Contract Term as set forth below. This Agreement does not bind the Rate 831 Customers beyond that term, and NIPSCO's new Rate 531 tariff and rules will be adjusted to reflect such term.

- c. As part of the agreement to allocate 180 megawatts of production demand related costs to Rate 831 and the Tier 1 contract demand commitments established for purposes of the upcoming rate proceeding, the Rate 831 Customers shall retain future flexibility to adjust Tier 1 levels consistent with the terms of the existing tariff. For purposes of the upcoming rate proceeding, the 831 Settling Parties recognize that the agreed demand level for cost allocation purposes exceeds the committed level of actual contract demand, and that this approach allocates costs to the Rate 831 class in excess of the cost of service based on Tier 1 commitments but moves the overall allocation closer to cost of service than is provided under current rates. The Rate 831 Settling Parties agree that in future rate proceedings the cost allocation to Rate 831 (and any successor rate) will continue to move the class toward the actual cost of service based on actual contract demands.

d. Prior to the earlier of the commencement of a future rate case or the contract termination date, NIPSCO and Rate 831 Customers agree to meet and negotiate in good faith to establish new class demand allocation and Tier 1 contract demand levels for the subsequent period, recognizing that further reductions in both the class allocation and Tier 1 commitments will be expected at that time.

3. Contract Term:

a. Existing Rate 831 Customers. With respect to existing Rate 831 Customers, the expiration of the term of any contract entered into for purposes of receiving service under the new Rate 531 shall be the earlier of: (1) the effective date for new rates under NIPSCO's next electric rate case filing after the rate case to be filed in September of 2022; or (2) May 31, 2026. The commitments set forth in this Agreement and any contract entered into for purposes of receiving service under the new Rate 531 shall be binding only through the end of the Contract Term.

b. Rate 831 Increases in Tier 1 Demand. Any existing Rate 831 customer, or new Rate 531 customer, may increase Tier 1 firm

contract demand or begin taking service under new Rate 531 in accordance with the existing Rate 831 tariff terms.

4. Tracker Allocations:

- a. The Rate 831 Settling Parties agree that allocation factors for NIPSCO's existing and proposed tracker mechanisms shall be developed in a manner consistent with Exhibit A to the 831 Implementation Agreement as modified by this Agreement, the cost of service methodology and rate design as agreed herein, and the revenue requirement as approved by the Commission.
- b. The Rate 831 Settling Parties agree that the Rate 831/531 Modification – Exhibit B, attached hereto, sets out the applicable portions of Rate 531 that are subject to each existing tracker mechanism.
- c. For the purposes of recovery of any approved capital TDSIC expenditures and costs, only Rate 831 customers' Tier 1 load constitutes "firm load" and the TDSIC revenue allocation shall only be applied to revenue associated with Rate 831 customers' Tier 1 load. The Rate 831 Settling Parties agree that the allocation factors for TDSIC purposes shall be developed in a manner consistent with Exhibit A to the 831 Implementation

Agreement as modified by this Agreement, the cost of service methodology and rate design as agreed herein, and the revenue requirement as approved by the Commission.

5. Rate 831 Rate Design:

- a. Except as otherwise provided herein, the Rate 831 Settling Parties agree that Rate 831 shall be modified and adopted as proposed in NIPSCO's ARP as set forth in this Agreement and based on the revenue requirement that is ultimately approved in the upcoming rate case to be filed by NIPSCO.
- b. The Rate 831 Settling Parties agree that the design of Rate 831 should be based on the 4 CP method for production-related demand cost of service methodology. The Tier 1 demand commitments set forth in Rate 831/531 Modification - Confidential Exhibit A are contingent on approval of said cost of service study, and absent such approval shall not be binding on Rate 831 customers.
- c. For purposes of transmission demand-related costs, the Rate 831 Settling Parties agree that the design of Rate 831 should be based on the 12 CP cost of service methodology to be presented by NIPSCO in its case-in-chief filed in its upcoming rate case.

- d. For purposes of the “Adjacent Affiliate Qualified Facility Premise Transmission Charge,” the Rate 831 Settling Parties agree that the terms of the existing Rate 831 tariff shall remain in effect.
- e. The Rate 831 Settling Parties agree that the amount of Tier 1 demand subscribed to by each of the existing Rate 831 customers and their corresponding Rate 831 Tier 1 energy is set forth in Rate 831/531 Modification – Confidential Exhibit A, attached hereto. The Rate 831 Settling Parties agree that the Tier 1 subscriptions reflected in Rate 831/531 Modification – Confidential Exhibit A shall be binding upon each customer for the contract term, except as provided for in this Agreement and under the terms of NIPSCO’s electric tariff.

6. Tariff Language:

The Rate 831 Settling Parties agree that the terms of this Agreement do not require any change or modification to the existing provisions of the Rate 831 tariff, except as expressly provided herein. NIPSCO has discussed two potential changes to existing Rate 831 beyond those presented in this Agreement, which relate to good faith efforts to provide updated load forecasts and potential modifications to

reference MISO's proposed seasonal resource adequacy construct. However, as set forth in Section B.1. above, those provisions are outside the scope of this Agreement. Therefore, NIPSCO reserves the right to propose changes consistent with these two items, and the Rate 831 Settling Parties reserve the right to take any position with respect to these two items, and only these two items. In all other respects, the terms and provisions of the Rate 831 tariff shall be maintained intact in the new Rate 531, except as described herein.

C. Procedural Aspects and Presentation of the Agreement

1. The Rate 831 Settling Parties have spent considerable and valuable time reviewing data and negotiating the Agreement in an effort to resolve potentially contested issues in NIPSCO's upcoming rate case and to avoid time consuming and costly litigation. The Rate 831 Settling Parties will request that the Commission review this Agreement as part of NIPSCO's modification of its ARP in the upcoming rate case, and approve said modification to the ARP and incorporate the terms of this Agreement into its Final Order issued in that cause, in its entirety and without material modification or condition unacceptable to any of the Rate 831 Settling Parties. To the extent the Commission makes material change or modification to this Agreement that is unacceptable to one or more of the Rate 831 Settling Parties, or otherwise does not approve this Agreement, the Rate 831 Settling Parties acknowledge that NIPSCO will be

required to make a subsequent filing consistent with the Commission's Final Order before it can implement rates for any customer class. In the event such an order includes a material change or modification, each of the Rate 831 Settling Parties shall notify all other Rate 831 Settling Parties in writing within 5 days of issuance whether such change or modification is acceptable. Further, if an order does not approve this Agreement or makes an unacceptable change or modification, and absent further agreement among the Rate 831 Settling Parties to the contrary, each of the Rate 831 customers shall, within 10 days of issuance, provide to NIPSCO in writing (a) their new level of Tier 1 firm demand, which shall be no less than 10 megawatts, or (b) for any Rate 831 customer who chooses to take service under any other rate schedule, the rate schedule under which they are electing to take service. The Rate 831 Settling Parties shall also proceed promptly with good faith negotiations in accordance with Section C.3. NIPSCO shall retain all rights and options available by law with respect to compliance filings or other measures associated with the implementation of approved rates, and each of the Rate 831 Settling Parties shall retain all rights and options available by law to seek rehearing, commence an appeal or otherwise pursue relief relating to such order.

a. For purposes of this Agreement, a material modification includes, but is not limited to, a modification to (i) production demand-related cost

of service using 180 megawatts or rates designed using the contracted Tier 1 demand levels totaling 170 megawatts; (ii) the agreed-to contract term; (iii) 4 CP cost of service methodology for production-related demand-related cost; and (iv) 12 CP cost of service methodology for the allocation of transmission demand-related cost.

2. The Rate 831 Settling Parties agree to assist and cooperate in the preparation and presentation of testimony in support of NIPSCO's proposed ARP and this Agreement, in order to provide an appropriate factual basis for the Commission to implement NIPSCO's modified ARP and this Agreement into its Final Order.

3. The concurrence of the Rate 831 Settling Parties with the terms of this Agreement is expressly predicated upon the Commission's continued approval of the 4 CP methodology for the allocation of production demand-related costs and 12 CP methodology for the allocation of transmission demand-related costs as set forth in NIPSCO's allocated cost of service study to be filed in its upcoming rate case. In the event the 4 CP methodology for purposes of allocating production demand-related costs or the 12 CP methodology for purposes of allocating transmission demand-related costs is not approved by Commission, or any other material modification is made to this Agreement that is unacceptable to one or more of the Rate 831 Settling Parties, the Rate 831 Settling Parties agree to meet promptly and to negotiate in good faith to reach a new agreement determining the

allocation and contractual demand for such purposes, or otherwise revising the structure, design or terms of the rate schedule or schedules under which Rate 831 customers take service, and shall submit such agreement to the Commission within thirty (30) days of the date of the Commission Order.

4. The Rate 831 Settling Parties agree that this Agreement and each term, condition, amount, methodology, and exclusion contained herein reflects a fair, just, and reasonable resolution and compromise for the purpose of settlement, and is agreed upon without prejudice to the ability of any party to propose a different term, condition, amount, methodology, or exclusion in any future proceeding. Except as expressly discussed herein, the Rate 831 Settling Parties agree that a Final Order approving this Agreement shall not be cited as precedent by any person or deemed an admission by any party in any other proceeding except as necessary to enforce its terms before the Commission or any court of competent jurisdiction on these particular issues. This Agreement is solely the result of compromise and each of the Rate 831 Settling Parties has entered into this Agreement solely to avoid future disputes and litigation with attendant inconvenience and expense. If the terms of this Agreement are not approved by the Commission as part of its Final Order, the Rate 831 Settling Parties agree that the terms herein shall not be admissible in evidence or discussed by any party in a subsequent proceeding.

5. The Rate 831 Settling Parties stipulate that the evidence of record to be presented in NIPSCO's upcoming rate case will constitute substantial evidence sufficient to support the modification to NIPSCO's ARP and this Agreement and provides an adequate evidentiary basis upon which the Commission can make any finding of fact and conclusion of law necessary for incorporation of this Agreement into the Commission's Final Order. The Rate 831 Settling Parties agree to the admission into the evidentiary record of this Agreement, along with testimony supporting it without objection.

6. The Rate 831 Settling Parties shall not appeal the Final Order or any subsequent Commission order as to any portion of such order that is specifically approving or implementing the provisions of this Agreement and NIPSCO's modified ARP without material modification or condition unacceptable to any of the Rate 831 Settling Parties; and the Rate 831 Settling Parties shall oppose any appeal of any portion of the Final Order approving this Agreement and NIPSCO's modified ARP.

7. The undersigned represent and agree that they are fully authorized to execute this Agreement on behalf of their designated clients who will be bound thereby; and further represent and agree that each Rate 831 Settling Party has had the opportunity to review all evidence in this proceeding, consult with attorneys and experts, and is otherwise fully advised of the terms.

8. The provisions of this Agreement shall be enforceable by any Rate 831 Settling Party before the Commission or in any court of competent jurisdiction.

9. The communications and discussions during the negotiations and conferences which produced this Agreement have been conducted on the explicit understanding that they are or relate to offers of settlement and shall therefore be privileged.

ACCEPTED AND AGREED this 12th day of September, 2022.

[SIGNATURE PAGES FOLLOW]

Northern Indiana Public Service Company LLC

Orin E. Whitehead

NIPSCO Industrial Group



A handwritten signature in cursive script, appearing to read "John Richards", is written over a solid horizontal line.

NLMK INDIANA

Nicholas Thomas

Nicholas Thomas 9-9-22

United States Steel Corporation

Kristina Kern Wheeler

Pratt Paper (IN), LLC



Stephen Ward
Chief Financial Officer

Rate 831/531 Modification Agreement Confidential Exhibit A

REDACTED

Rate 831/531 Modification Agreement Exhibit B

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
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APPENDIX A
APPLICABLE RIDERS

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Rider	Code	Rider Name	Applicable Tariffs
Rider 570	FAC	Adjustment of Charges for Cost of Fuel Rider	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 571	RTO	Adjustment of Charges for Regional Transmission Organization Adjustment	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1 and Tier 2, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 574	RA	Adjustment of Charges for Resource Adequacy	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 576	BMTIS	Back-Up and Maintenance Industrial Service Rider	531
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Rider 586	GPR	Green Power Rider	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, and Rider 576
Rider 587	FMCA	Adjustment of Charges for Federally Mandated Costs	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
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Rider 589	EDG	Excess Distributed Generation	511, 520, 521, 522, 523, 524, 525, 526, 532, 533, 541
Rider 594		Adjustment of Charges for Variable Costs of Coal-Fired Generation	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
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NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC ELECTRIC SERVICE TARIFF
ORIGINAL VOLUME NO. 15

SCHEDULE OF RATES APPLICABLE TO ELECTRIC SERVICE
IN
CITIES, TOWNS AND UNINCORPORATED COMMUNITIES

Issued Date
__/__/2023

Effective Date
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COMMUNITIES FURNISHED ELECTRIC SERVICE

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Ade	Delong	Idaville
Ainsworth	Demotte	Independence Hill
Aldine	Denham	Inwood
Ambia	Dewart Lake	Jimtown
Angola	Dixon Lake	Kentland
Ashley	Donaldson	Kewanna
Atwood	Door Village	Kingsbury
Barbee Lakes	Dune Acres	Knox
Bass Lake	Duneland Beach	Koontz Lake
Beaver Dam Lake	Dyer	Kouts
Belshaw	Earl Park	LaCrosse
Benton	East Chicago	LaGrange
Beverly Shores	Emmatown	Lake Bruce
Big Long Lake	Enos	Lake Dale Carlia
Boone Grove	Etna	Lake Gage
Boswell	Fish Lake	Lake George
Bourbon	(LaGrange County)	Lake James
Brighton	Fish Lake	Lake Maxinkuckee
Brimfield	(LaPorte County)	Lake of Silver Lake
Bristol	Flint Lake	Lake of the Woods
Brook	Foraker	(LaGrange County)
Brunswick	Foresman	Lake of the Woods
Buffalo	(Newton County)	(Marshall County)
Burket	Fowler	Lake Station
Burnettsville	Francesville	Lake Village
Burns Harbor	Freeman Lake	LaPorte
Burr Oak	Fremont	Leesburg
Cedar Lake	Gary	Leiters Ford
(LaGrange County)	Goodland	Leroy
Cedar Lake	Goshen	Lochiel
(Lake County)	Grass Creek	Long Beach
Chapman Lake	Griffith	Long Lake
Chase	Grovertown	(Porter County)
Chesterton	Hamlet	Lowell
Claypool	Hammond	Malden
Clear Lake	Hanna	Medaryville
Clunette	Hebron	Mentone
Corunna	Helmer	Merrillville
Cromwell	Hibbard	Michiana Shores
Crooked Lake	Highland	Michigan City
Crown Point	Hobart	Middlebury
Crystal Lake	Hoffman	Milford
Culver	Howe	Mill Creek

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Mongo	Raub	Tippecanoe Lake
Monon	Ray	Topeka
Monterey	Remington	Toto
Monticello	Rexville	Tracy
Morocco	Reynolds	Trail Creek
Mount Ayr	Riverdale	Twin Lakes
Munster	Rome City	(LaGrange County)
Nappanee	Roselawn	Tyner
Nevada Mills	Ross	Union Center
New Chicago	St. John	Union Mills
New Elliott	Salem Center	Valentine
New Paris	Salem Heights	Valparaiso
North Judson	San Pierre	Wabee Lake
North Liberty	Schererville	Wadena
North Webster	Schneider	Wahob Lake
Norway	Scott	Wakarusa
Oak	Seafield	Wanatah
Ober	Sedley	Warsaw
Ogden Dunes	Shafer Lake	Waterford
Oliver Lake	Shelby	Waterford Mills
Ontario	Shipshewana	Waterloo
Ora	Shipshewana Lake	Wawaka
Orland	Shoe Lake	Wawasee
Oswego	Silver Lake	Webster Lake
Otis	Smithson	Westboro
Palestine	South Haven	Westville
Palmer	South Milford	Wheatfield
Pierceton	Star City	Wheeler
Pine Village	Stillwell	Whiting
Pinhook	Stone Lake	Winfield
Pinola	Stroh	Winona Lake
Pleasant Lake	Sumava	Wolcott
Plymouth	Swanington	Wolcottville
Portage	Syracuse	Woodland
Porter	Talbot	Woodville
Pottawattamie Park	Talma	Wyatt
Pretty Lake	Teegarden	Yellow Creek Lake
(LaGrange County)	Tefft	Yeoman
Pretty Lake	Thayer	
(Marshall County)	The Pines	

Also effective in rural territories furnished electric service by Company.

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Cancelling All Previously Approved Tariffs

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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1. DEFINITIONS

Unless otherwise specified in the Rate Schedules or Riders, the following terms shall have the meanings defined below when used in this Tariff for Electric Service:

- 1.1 Applicant. Any new customer requesting a new Rate Schedule.
- 1.2 Asset Owner. A Tier 3 Rate 531 Industrial Customer identified by NIPSCO through the MISO registration process that is represented by NIPSCO in Market Activities. NIPSCO will register all qualified Tier 3 Rate 531 Industrial Customers at MISO as an “Asset Owner” as provided for in the MISO Tariff.
- 1.3 Automated Meter Reading (AMR). The hardware, equipment and technology used to automatically remotely collect consumption data and status from the electric service metering device and transferring that data to a central database for billing, troubleshooting, and analysis.
- 1.4 Bill. An itemized list or statement of fees and charges for electric service. A Bill may be rendered by mail or by electronic means.
- 1.5 Billing Demand. That Demand, stated in kW, upon which the Demand Charge in the Customer’s Bill is determined in any given month.
- 1.6 Billing Period. The Billing Period is defined as the period for which a Customer has been billed. The Billing Period is the duration from the Bill’s start date to the Bill’s end date.
- 1.7 BPM. Business Practices Manual that is currently in effect at MISO.
- 1.8 C.P.T. Central Prevailing Time. Either Central Standard Time or Central Daylight Time, whichever is in effect in Chicago, Illinois.
- 1.9 C.S.T. Central Standard Time. All times referred to herein are C.S.T. unless another time zone is expressly identified.
- 1.10 Cogeneration System. An electric generating unit fully or partially used for the purpose of supplying power for demand behind the meter of a Premise that may, or may not, be part of a larger integrated generating facility or waste gas heat recovery system that also meets the energy efficiency standards established for a cogeneration facility by the Federal Energy Regulatory Commission (FERC) under 16 U.S.C. 824a-3, in effect November 9, 1978. Each individual electric generator will qualify for Back-up or Maintenance Services as defined in Rates 532 and 533 and Rider 576.
- 1.11 Coincident Peak Demand. The current integrated Demand of a Customer that occurs coincident to the annual peak Demand of MISO.
- 1.12 Commercial Customer. Any Customer primarily engaged in wholesale or retail trade and services, any local, state and federal government agency and any Customer not covered by another classification.

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- 1.13 Commercial Pricing Node (CPNode). Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, a CPNode is an Elemental Pricing Node or an Aggregate Price Node in the Commercial Model used to schedule and settle Market Activities. Commercial Pricing Nodes include Resources, Hubs, Load Zones and/or Interfaces.
- 1.14 Commission or IURC. Indiana Utility Regulatory Commission, or its successor.
- 1.15 Company. Northern Indiana Public Service Company LLC.
- 1.16 Company Standards. Electric Standards established by the Company and posted on the Company's website.
- 1.17 Contract Capacity / Contract Demand. A Customer's specified load requirements expressed in kW for which a Customer contracts.
- 1.18 Contract Demand. Asset Owners taking service under Tier 3 of Rate 531, will designate the demand in the contract between any suppliers and NIPSCO. Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, the Contract Demand represents the maximum integrated hourly sum of Load occurring over a specified period, such as Day, Month, Season, or Year, expressed in MWs.
- 1.19 Contract Year. Twelve (12) consecutive months used in the application of Rate Schedules.
- 1.20 Curtailment. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for reliability reasons.
- 1.21 Customer. Any person, firm, corporation, municipality, or other government agency which has agreed orally or otherwise, to pay for electric service at a Premise from the Company.
- 1.22 Customer Charge. The dollar amount set forth in each Rate Schedule.
- 1.23 Day-Ahead LMP. The day-ahead market clearing price for Energy as defined in the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff or its successor at the established NIPSCO load commercial pricing node(s).
- 1.24 Days. Unless otherwise noted, "days" means calendar days.
- 1.25 Delinquent Bill. A Customer Bill that has remained unpaid for the period set forth in 170 IAC 4-1-13 of the IURC Rules.
- 1.26 Demand. The rate at which Energy is used by the Customer from the Company's system within an interval of time, stated in kW.

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- 1.27 Demand Bids. Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, all Fixed Demand Bid or Price Sensitive Demand Bid will be submitted through the designated portion of the MISO Market Portal.
- 1.28 Demand Charge. The portion of a Customer's Bill based on the Customer's Maximum Demand, in kW, and calculated on the Billing Demand under the applicable Rate Schedule.
- 1.29 Demand Indicating Meter (DI Meter). A meter capable of measuring and recording the maximum kW Demand, kVAR Demand and kWh within a specific range of time.
- 1.30 Disconnection. The termination or discontinuance of electric service.
- 1.31 Distribution Line. Any distribution line of the Company operated at a nominal voltage less than 69,000 volts.
- 1.32 Dwelling Unit. A residential living quarter.
- 1.33 Elemental Pricing Node (EPNode). Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, an EPNode is a single Bus where LMP is calculated.
- 1.34 Energy. The active component of the quantity of supply expressed in kilowatt hours (kWh) unless expressly related to a MISO Market product or service whereby Energy is defined consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, Energy is the amount of electricity that is bid for or purchased through the MISO market or transmitted over a period of time and measured or calculated in megawatt hours (MWh).
- 1.35 Energy Charge. The portion of a Customer's Bill based on the Customer's Energy consumption, in kWh, under the applicable Rate Schedule.
- 1.36 FERC. Federal Energy Regulatory Commission, or its successor.
- 1.37 Fuel Cost Adjustment. The additional charges or credits the Company includes in a Customer's Bill to offset the variance in the fuel cost in base rates compared to actual cost of fuel. This adjustment is represented as cents per kWh.
- 1.38 General Service. Service provided to a Non-Residential Customer.

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- 1.39 Gross Margin. Revenues minus cost of fuel and purchased power.
- 1.40 Human Needs Customers. Customers that include hospitals, medical centers, nursing homes and Customers where Curtailments would adversely affect public health and safety such as municipal fire departments, police departments, civil defense and emergency Red Cross services.
- 1.41 Industrial Customer. Any Customer who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- 1.42 Interruption. The reduction of a Customer’s load at the request of the Company pursuant to the Company’s Tariff for economic reasons.
- 1.43 Interval Data Recorders (IDR). A meter capable of measuring and recording kW Demand and kVAR Demand on a sub-hour time interval and hourly integrated basis and measuring Energy in kWh on a cumulative basis.
- 1.44 IURC Rules. Rules and regulations for electric utilities promulgated by the IURC, codified in Title 170 of the Indiana Administrative Code (IAC), Article 4.
- 1.45 Kilovolt-Ampere (kVA). A measurement of total power - active power, measured in kW, and reactive power, kVAR. The kVA is defined as the current that is required to electrify the system to reduce resistance and line loss. The equivalent of one kW when the Power Factor is one hundred percent (100%), or is at unity.

$$kVA = \sqrt{kW^2 + kVAR^2}$$

- 1.46 Kilovolt-Ampere Reactive Power (kVAR). A measurement of reactive power.
- 1.47 Kilowatt(s) (kW or kW/s). A measurement of active power. One kilowatt is equivalent to one thousand watts.
- 1.48 Kilowatt-hour(s) (kWh or kWh/s). The Energy consumed by the use of one kW steadily for one hour.
- 1.49 Lagging. The power factor of inductive loads is referred to as lagging, or less than 100%, based upon the power factor ratio.
- 1.50 Late Payment Charge. A one-time penalty assessed upon a Delinquent Bill.
- 1.51 Load Factor. The kWh divided by the product of the average hours per month (730 hours) times the kW maximum load in the month, expressed as a percentage.

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- 1.52 Locational Marginal Price(s) (LMP or LMPs). The market clearing price for Energy, established by MISO on a day ahead and real-time basis, at the established NIPSCO Load Commercial Pricing Node(s).
- 1.53 Load Modifying Resource (LMR). Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, LMR is the MISO designation for a Demand Resource or Behind the Meter Generation Resource.
- 1.54 Load Zone. Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, a Load Zone is an aggregate area of consumption for a single Load Serving Entity within the MISO Balancing Authority Area and used for the purposes of scheduling, reporting Actual Energy Withdrawal volumes, and settling Energy transactions at aggregated Load levels, approved and maintained by the Transmission Provider to facilitate transactions.
- 1.55 Market Participant. Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, NIPSCO is the Market Participant for purposes of the Company's Tariff since NIPSCO (i) has successfully completed the registration process with the Transmission Provider and is qualified by the Transmission Provider as a Market Participant, (ii) is financially responsible to the Transmission Provider for all of its Market Activities and obligations, and (iii) has demonstrated the capability to participate in its relevant Market Activities.
- 1.56 Market Portal: Consistent with the definition contained in Module A of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, the Market Portal is MISO's Internet based computer application or website used by Market Participants, the Transmission Provider to post information related to the operation of the Day-Ahead Energy and Operating Reserve Market, Real-Time Energy and Operating Reserve Market and FTRs. NIPSCO will determine which portions of the Market Portal to grant access to Asset Owners.
- 1.57 Maximum Demand. A Customer's Maximum Demand in any month shall be determined by a suitable metering device acceptable to the Company. The Maximum Demand of electric Energy supplied in any month shall be taken as the highest average load in kW's occurring during any 30 consecutive minutes of the month.
- 1.58 Megawatt(s) (MW or MWs). A measurement of active power. One megawatt is equivalent to one million watts.
- 1.59 MISO. Midcontinent Independent System Operator, Inc., or its successor.
- 1.60 MISO Curtailment. The reduction of a Customer's load at the request of MISO pursuant to the Company's Tariff for reliability reasons.
- 1.61 MISO Rules. As defined within the MISO Tariff or BPM.

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- 1.62 National Electric Safety Code. The standard for the safe installation, operation and maintenance of electric power systems published by the Institute of Electric and Electronics Engineers (IEEE).
- 1.63 National Electrical Code. The standard for the safe installation of electrical wiring and equipment. It is part of the National Fire Codes series published by the National Fire Protection Association (NFPA).
- 1.64 NERC. North American Electric Reliability Corporation, or its successor.
- 1.65 NIPSCO or Northern Indiana Public Service Company. Northern Indiana Public Service Company LLC.
- 1.66 Non-Residential Customer. Any customer that is not a Residential Customer.
- 1.67 Non-Residential Service. Service provided to a Non-Residential Customer.
- 1.68 Non-Sufficient Funds. An account shall be considered to have Non-Sufficient Funds for the following reasons:
 - 1. The Customer’s payment is considered delinquent by the banking institution.
 - 2. The Customer has supplied the incorrect bank account number.
 - 3. The Customer’s bank account number is no longer available.
 - 4. The Customer has issued a stop payment by the banking institution to the Company.
 - 5. The Customer pays electronically, and a chargeback is subsequently assessed by the Customer’s financial institution.
 - 6. Any other instance when the financial institution refuses to honor the tendered payment.
- 1.69 Off-Peak Demand. The Demand taken during Off-Peak Hours.
- 1.70 Off-Peak Hours. Except where specifically defined in the Rate Schedules, all hours that are not On-Peak Hours shall be considered Off-Peak Hours.
- 1.71 On-Peak Demand. The Demand taken during On-Peak Hours.
- 1.72 On-Peak Hours. On-Peak Hours are those hours identified as “on-peak” in each applicable Rate Schedule.
- 1.73 Peak Power Factor. The Power Factor at the time of the Customer’s maximum On-Peak Demand for the month.
- 1.74 Planning Reserve Margin Requirement (PRMR). The amount of capacity required for the forecasted Coincident Peak Demand of a Customer to meet the MISO Resource Adequacy Requirements (Module E-1 of the MISO Tariff).
- 1.75 Power Factor. The ratio of real power to apparent power.

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- 1.76 Premise. The main residence, or living quarters for the use of a single family Residential Customer, or main building of a Commercial Customer, or the main building or customer-owned transmission, distribution, primary or secondary voltage electric system (if existing) of an Industrial Customer. For Residential Customers and Commercial Customers the Premise includes the outlying or adjacent buildings used by the Customer provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building. All non-IDR metered Industrial Customer Premises will be eligible for Summary Billing.
- 1.77 Present Value. The current value of a future payment, or stream of payments, discounted at the rate of return allowed in the Commission rate order at the time the Company’s Rate Schedules go into effect.
- 1.78 Primary Line. Any Distribution Line of the Company operated at a nominal voltage greater than 600 volts and less than 69,000 volts.
- 1.79 Primary Service. Service provided to a Customer with a nominal voltage greater than 600 volts and less than 69,000 volts.
- 1.80 Production Demand Allocation (Pd). Production Demand Allocation utilized in Allocated Cost of Service Study in last electric base rate case.
- 1.81 Production Energy Allocation (Pe). Production Energy Allocation utilized in Allocated Cost of Service Study in last electric base rate case.
- 1.82 Rate Schedules. The part of the Company’s Tariff setting forth the availability and charges for service supplied to a particular group of Customers, as filed with and approved by the Commission.
- 1.83 Real-Time LMP. As defined in the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, or its successor, at the established NIPSCO Load Commercial Pricing Node(s).
- 1.84 ReliabilityFirst. ReliabilityFirst Corporation, or its successor.
- 1.85 Residential Customer. Any Customer that resides in a Residential dwelling, mobile home, apartment or condominium using electric service.
- 1.86 Residential Service. Service provided to a Residential Customer.
- 1.87 Riders. The part of the Company’s Tariff setting forth supplemental provisions applicable to specific Rate Schedules, as approved by the Commission.
- 1.88 Rules. The part of the Company’s Tariff setting forth the Company’s General Rules and Regulations Applicable to Electric Service, as approved by the Commission.

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- 1.89 Secondary Line. Any Distribution Line of the Company operated at a nominal voltage of 600 volts or less.
- 1.90 Secondary Service. Service provided to a Customer with a nominal voltage of 600 volts or less.
- 1.91 Service. The supply of electricity by the Company to Customer.
- 1.92 Substation. The electric equipment, structures, land and land rights, including transformers, switches, protective devices and other apparatus necessary to transform Energy from a Transmission or Primary Line voltage.
- 1.93 Subtransmission. Primary voltage of 34,500 volts.
- 1.94 Summary Billing: A courtesy provided by the Company for Customers with multiple accounts whereby a Customer can request a single summary bill be rendered. Summary Billing is only allowed as specifically outlined in the Company's tariff.
- 1.95 Tariff. The entire body of the Rules, Rate Schedules and Riders.
- 1.96 Transmission Line. Any transmission line of the Company operated at a nominal voltage of 69,000 volts or greater.
- 1.97 Transmission Provider: MISO.
- 1.98 Watt-Hour Meter. A meter capable of measuring and recording the amount of kWh supplied to the Customer.

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2. TARIFF ON FILE

2.1 Tariff on File

Electric service furnished by the Company is subject to this Tariff which is at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Commission, and which is, by reference, made a part of all standard contracts (both oral and written) for service. Failure of the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

A copy of the Tariff under which service will be supplied is posted or filed for the convenience of the public in the office of the Company, with the Commission and on the Company’s website. The Commission has continuing jurisdiction over the Tariff in its entirety. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time and any such change when approved by the Commission will supersede the present Tariff, or the applicable part thereof.

2.2 Special Conditions and Provisions

The Rules set forth the conditions under which service is to be rendered, and govern all Rate Schedules to the extent applicable. In case of conflict between any provision of an IURC-approved contract, Rate Schedule, Rider and/or Rule, the order of priority in interpretation shall be the (1) contract, (2) Rate Schedule, (3) Rider, and (4) Rule.

The Company shall have the right to execute contracts for service under any Rate Schedule or Rider that requires a contract. The Company shall also have the right to execute other contracts for service provided, however, such contracts requiring Commission approval shall be contingent upon receipt of such approval.



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3. CHARACTER OF SERVICE

3.1 Standard Installation

The Company shall provide, as a standard installation, facilities required to supply service at a single point of delivery for a Premise. These facilities shall include one transformation, where required, and metering adequate to measure the Demand and Energy consumption of the Premise as required in the applicable Rate Schedule. Arrangements may be made with the Company in the case of facility requests outside the scope of a standard installation pursuant to Rule 6. A Distribution Line or Secondary Line, to be installed, owned and maintained by the Company, will be provided when the Customer meets the requirements listed in Rule 6.

3.1.1 Secondary Service (600 volts or less)

A Standard Secondary Service Installation includes a Secondary Line up to 135 feet in length from the easement line (or property line if no easement exists). Service in excess of 135 feet in length will be installed and owned by the Company pursuant to Rule 6. Service for industrial or commercial service entrance sizes, in excess of 400 amps, single or combined, of like voltage or phases, shall be considered large, and therefore shall be owned, installed, and maintained by the Customer pursuant to Rule 6. When a Customer installs its own Secondary Service, the Company shall assume no responsibility for such service.

3.1.2 Primary Service (over 600 volts and less than 69,000 volts)

Primary Service is not considered standard service as it relates to Rule 6.

3.1.2.1 Overhead

A Primary Service Installation includes an overhead Primary Line, transformer(s), transformer pole(s), and metering equipment that will be provided by the Company pursuant to Rule 6. The Customer is required to install, own, and maintain any additional line and supporting poles.

3.1.2.2 Underground

Underground Distribution Lines will be installed only where, in the opinion of the Company, such installation is necessary or where it is required by the IURC Rules. The decision whether such lines shall be installed “underground” or “overhead” shall be made by the Company where the matter rests in the Company’s sole discretion.



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3.2 Voltages

The standard nominal service voltages within the Company’s service area are:

<u>SECONDARY</u>		<u>PRIMARY</u>	<u>TRANSMISSION</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120 volts	120/208 volts	12,470/7,200 volts	69,000 volts
120/240 volts	240 volts	34,500 volts	138,000 volts
120/208 volts	277/480 volts		
240/480 volts	480 volts		

The availability and application of these voltages will be determined by the Company under the applicable Rate Schedule. Exceptions to the above standard nominal voltages are a 4,160/2,400 volt system and a 13,800 volt system, which are limited to existing Customers that are in the process of being converted to the Company’s standard voltage.



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4. APPLICATION, SERVICE REQUEST OR CONTRACT

4.1 Written Application or Contract Required

A written application for service may be required from a Customer before the Company will be obligated to supply service. The Company shall have the right to reject any application or contract for valid reason. When special construction or equipment expense is necessary to furnish service, the Company may require a contract for a suitable period of time and reasonable guarantees pursuant to Rule 6. Certain Rate Schedules may require the execution of a contract for service, and specify a minimum contract term. By receiving service under a specific Rate Schedule or Rider, the Customer or Customer’s heirs, successors and assigns has agreed to all terms and conditions of this Tariff and the applicable Rate Schedule or Rider. A Customer’s refusal or inability to sign a contract or agreement as specified by the Tariff, Rate Schedule or Rider in no way relinquishes the Customer’s obligations as specified herein.

By accepting service from the Company, a Customer expressly consents to the Company, or anyone working on the Company’s behalf, contacting the Customer regarding issues related to service and billing and payment, by methods including telephone, autodialed and prerecorded/artificial voice calls, email, text, and/or letter. It is the Customer’s responsibility to promptly notify the Company if they stop using a phone number previously provided to the Company.

4.2 Service to be Furnished

4.2.1 New Customers

The Customer shall provide in writing upon request of the Company its electric load and Demand characteristics to be served. This information will be used by the Company to determine the character of the service and the conditions under which the Customer will be served.

4.2.2 Existing Customers: Notify Company Before Increasing Load

The service connections, meters and equipment supplied by the Company have definite capacity, and no substantial addition to the electric consuming equipment should be made without first consulting with the Company. The Customer shall notify the Company in writing of any material increase in load no less than sixty (60) days prior to the addition of that load.

4.3 Modification of Contract

No promises, agreements or representation of any agent of the Company shall be binding upon the Company unless the same shall have been incorporated in a written contract and such contract is signed and approved by an agent of the Company with apparent authority to sign such contract on behalf of the Company.



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5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION

5.1 Premise

The Rate Schedules are predicated upon the supply of service to the Customer separately for each Premise and for the ultimate usage of such separate Premise. The combining of service of two (2) or more separate classifications through a single meter, or of two (2) or more Premises, or of two (2) or more separate Dwelling Units of the same Premise, will be permitted only under such Rules as filed by the Company and approved by the IURC. An outlying or adjacent building of the Customer, if located on the same Premise, may be served from the supply to the main residence or building, provided the use of such supply to the adjacent building is supplementary to the usage in the main residence or building.

5.2 Premise Containing Two (2) Meters

If the Customer chooses not to supply the outlying or adjacent buildings by the main service, the Company may consider this a non-standard installation and may install a separate service pursuant to Rule 6. The installed separate service shall be classified under one of the Rate Schedules based on the Customer’s electric usage characteristics.

5.3 Building Containing Two (2) or More Separate Dwelling Units

Where Residential Service is supplied through one meter to an apartment house or to a building, each containing five (5) or less separate Dwelling Units, the Customer shall have the option, by written application to the Company, of electing whether:

5.3.1 The service shall be classed as Residential Service, in which case, for billing purposes, the Customer Charge and monthly Minimum Charge of the residential Rate Schedule shall be multiplied by the number of Dwelling Units served through the meter.

5.3.2 The service shall be classed as General Service, in which case, for billing purposes, the General Service Rate Schedules shall be applied on the basis of a single Customer.

The election made by the Customer shall continue for a period of twelve (12) months and thereafter until the Customer notifies the Company, in writing, of its election to change the selected classification of such service. Each such election subsequent to the initial election shall continue for twelve (12) months and thereafter until the Customer again notifies the Company, in writing, of its election to change the selected classification of such service.

It shall be understood that upon the termination of a contract, the Customer may elect to renew the Contract upon the same or another Rate Schedule or Rider applicable to the Customer’s requirements, except that in no case shall the Company be required to provide or maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other Customers receiving electric supply under the terms of the Rate Schedule or Rider elected by the Customer.

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5.3 Building Containing Two (2) or More Separate Dwelling Units (Continued)

The Customer may arrange the wiring at the Customer's own expense, so as to separate the combined service and permit the Company to install a separate meter for each separate Dwelling Unit. In each such case, the readings of each separate meter shall be billed separately under Residential Rate 511.

In such case, the wiring shall be arranged to provide for the grouping of all meters at the service entrance.

This rule has no application to rooming houses.

5.4 Combined Residential and Non-Residential Service

Where both Residential and Non-Residential Service are supplied through one service and one meter to the same Customer on the same Premise and where the principal use of Energy will be for Residential purposes, but a small amount of Energy will be used for Non-Residential purposes, the Customer will be billed under Rate 511 only when the equipment for such Non-Residential use is within the capacity of one (1) 120/240 volt, 60 ampere branch circuit (or is less than 14,400 watts capacity). When the Non-Residential equipment exceeds the above-stated maximum limit, the entire Non-Residential wiring may be separated from the Residential wiring, so that the Residential and Non-Residential loads may be metered separately. If the separation is accomplished, the Residential and Non-Residential consumption will be billed under the appropriate Rate Schedule. In the event the Customer elects not to separate the Residential and Non-Residential wiring, the total metered consumption will be billed under the appropriate General Service Rate Schedule.

5.5 General Service

A Customer will be considered a General Service Customer when so designated by the applicable Rate Schedule.

5.5.1 Residential

A Residential Customer, at the Customer's option, and in accordance with current provisions of the National Electrical Code, may have a General Service in addition to its Residential Service billed separately under applicable Rate Schedules.

5.5.2 Non-Residential

A Non-Residential Customer, at the Customer's option, and in accordance with current provisions of the National Electrical Code, may have at a single delivery point, two (2) services billed separately under applicable Rate Schedules.



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5.6 Choice of Optional Rate

Where optional Rate Schedules are available for the same class of service, the Customer shall designate the applicable Rate Schedule by signing an agreement where required by the Rate Schedule or signing a rate release form when an agreement is not required. Where selection of the most favorable Rate Schedule is difficult to predetermine, the Customer will be given a reasonable opportunity to change to another Rate Schedule, provided, however, that after one (1) such change is made, the Customer may not make a further change in Rate Schedule until twelve (12) months have elapsed.

The Company will, at the request of the Customer, assist the Customer in selecting the Rate Schedule most advantageous to the Customer, but the Company does not guarantee that the Customer will at all times be served under the most advantageous Rate Schedule.

In no case will the Company refund any difference in charges between the Rate Schedule under which service was supplied in prior periods and the newly selected Rate Schedule.

5.7 Resale of Service

Service shall be for the sole use of Customer and shall not be furnished under any Rate Schedule to any Customer for the purpose of reselling any or all such service.

5.8 Contract Termination upon Implementation of New Base Rates and Charges

Except as provided otherwise in this Tariff, all contracts for retail service shall terminate without further notice upon the effective date of the Company's implementation of new base rates and charges (either temporary or permanent) resulting from a general rate proceeding. For purposes of this Tariff provision, new base rates and charges shall not include a subsequent adjustment of rates made by the Company after implementation of rates and charges to comply with the Order. An example of such an adjustment is an adjustment to base rates required by the Commission Order to reflect the expiration of an amortization period.

5.9 Default Schedule for Large Use General Service or Industrial Customers

Notwithstanding the conditions of service under Rate 524, in the absence of an executed contract between the Company and the Customer, service to a large use General Service or Industrial Customer shall be provided at the rates and charges set forth in Rate 524 and such service shall be subject to the provisions of Rate 524.



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6. SERVICE EXTENSIONS AND MODIFICATIONS

6.1 Extension of Lines and Services Beyond Standard Installations – Secondary Voltage Level

Upon request by a Residential or Non-Residential Customer taking service at a Secondary voltage level, the Company will provide necessary facilities for rendering standard service as defined in Rule 3.1 at no charge.

6.1.1 The following definitions shall be applicable to this Rule:

6.1.1.1 “Margin Credits” for extension of lines and services for Residential Customers shall be equal to the prescribed Present Value of incremental Gross Margin as estimated by the Company for a period of six (6) years, which shall not in any event be less than \$3,500, for each residential meter. “Margin Credits” for Non-Residential Customers shall be equal to the Present Value of incremental Gross Margin associated with each Non-Residential meter as estimated by the Company for a six (6) year period.

6.1.1.2 “Margin Costs” shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of electric facilities, as estimated by the Company using the information provided to the Commission in the Company’s annual filings pursuant to 170 IAC 4-1-27(E) of the IURC Rules.

6.1.1.3 The values identified in 6.1.1.1 and 6.1.1.2 shall be subject to change in any proceeding proposing adjustment to NIPSCO’s basic rates and charges initiated after 2015, or in a separate proceeding filed in conformance with the IURC Rules.

6.1.2 For extension of lines and services beyond standard installations for Residential Customers, a contribution must be provided when the Margin Costs exceed the Margin Credits or if the estimated cost of such extension and the prospective margin to be received is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension,



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For extension of lines and services beyond standard installations for Non-Residential Customers (other than those taking service at Transmission or Subtransmission voltage levels), the Non-Residential Customer must provide a contribution, a letter of credit (in a form satisfactory to the Company), or minimum guarantee prior to installation of the facilities when the Margin Costs exceed the Margin Credits; provided, however, if in the opinion of Company (i) the estimated cost of such extension and the prospective margin to be received is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (ii) there will be slight or no immediate demand for service, or (iii) the installation will require extensive equipment with slight or no immediate demand for service, or (iv) the estimated cost of the extension otherwise places Company and/or other Customers at risk of recovering the costs associated with the investment; then Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial Applicant(s) in the amount of the total estimated cost of construction and other improvements.

6.1.2.1 Deposits held may be returned to initial Applicant(s) based on the amount of Margin Credits received by Company, for a period of six (6) Contract Years and up to the amount of the original deposit, in at least annual installments.

6.1.2.2 In the event that the initial Applicant(s) is (are) required to make a deposit, Company shall, upon request, make available to the initial Applicant(s) the information used to establish the basis for the applicable deposit amount.

6.1.3 For each Non-Residential Customer, exclusive of the initial Applicant(s) considered in the making of an extension, that has connected to such an extension within the six (6) Contract Year period from the completion of such extension, the Company shall credit to each initial Applicant’s minimum guarantee or initial contribution on an annual basis, an amount equal to the Margin Credits of each subsequent meter less the Margin Costs to service such new Customer. This credit shall be in proportion to each Applicant’s respective contribution toward the cost of such initial extension. The total of all credits from all customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant.

6.1.4 For each Residential Customer exclusive of the initial Applicant(s) considered in the making of an extension, that has connected to such extension within the six (6) Contract Year period from the completion of such extension the Company shall credit to each initial Applicant’s initial contribution, an amount equal to the Margin Credits for Residential Customer, less the Margin Costs to service such new Customer. This credit shall be in proportion to each Applicant’s respective contribution toward the cost of such initial extension. The total of all credits from all customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant.

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6.2 Extension of Lines and Services Beyond Standard Installations – Transmission or Subtransmission Voltage Level

Upon request by a Customer taking service at a Transmission or Subtransmission voltage level, the Company will provide necessary facilities for rendering standard service as defined in Rule 3.1 at no charge.

6.2.1 For extension of lines and services beyond standard installations for Customers taking service at Transmission or Subtransmission voltage level, prior to construction of facilities, the Company may demand a contribution, a letter of credit (in a form satisfactory to the Company), or minimum guarantee equal to the estimated cost to extend facilities, consistent with the IURC Rules. In the case of a Customer that has made a contribution, once the Customer has connected to such an extension, the Customer shall be entitled to a refund equal to the Customer's estimated Present Value of Gross Margin for a six (6) Contract Year period. In the case of a Customer that has provided a letter of credit or minimum guarantee, the Customer shall be entitled to a reduction of the amount of the letter of credit or minimum guarantee equal to the Customer's estimated Present Value of Gross Margin for a six (6) Contract Year period. Any amounts acquired under these conditions will be netted against any required Customer deposit before rendering service.

6.2.2 For each Customer, exclusive of the initial Applicant(s) considered in the making of an extension, that has connected to such an extension within the six (6) Contract Year period from the completion of such extension, Company shall credit to each initial Applicant's minimum guarantee or initial contribution on an annual basis, an amount equal to the Actual Gross Margin over a six (6) Contract Year period of each subsequent meter. The credit shall be in proportion to each Applicant's respective contribution toward the cost of such initial extension. The total of all credits from all Customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant.

6.3 Modification or Relocation of Company's Facilities at Customer's Request

If Customer requests for Customer's convenience or by Customer's actions that the Company's facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, Customer shall reimburse Company for the entire cost incurred in making such change, including any and all required engineering studies.

6.4 New Residential Development Procedures

Before the Company will undertake facility investment and extensions of service to Residential developments, or phase thereof:

6.4.1 As used in this Rule, "extensions" shall refer to extension of Company facilities required in order to provide electric service as requested by Customer(s) or prospective Customer(s). The following definitions shall be application to this Rule:

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- 6.4.1.1 “Margin Credits” shall be equal to the total product of the planned number of residential meters multiplied by the prescribed Present Value of incremental Gross Margin as estimated by the Company for a period of six (6) years. This amount shall be subject to change in any proceeding proposing adjustment to NIPSCO’s basic rates and charges, or in a separate proceeding filed in conformance with the IURC Rules.
- 6.4.1.2 “Margin Costs” shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of electric facilities to a specific development, as estimated by the Company using the information provided to the Commission in the Company’s annual filings pursuant to 170 IAC 4-1-27(E) of the IURC Rules.
- 6.4.2 Upon request for electric service by initial Applicants (a developer or a group of prospective Customers located in the same area), Company will extend, without charge, its facilities including wires, poles, transformers and other equipment necessary to provide the service, provided:
 - 6.4.2.1 the Margin Credits for the specific development are equal to or greater than the Margin Costs for that development; and
 - 6.4.2.2 the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- 6.4.3 If the Margin Costs of the facilities necessary to provide the electric service requested by initial Applicants exceeds the Margin Credits from such extension as provided in 6.4.2 above, Company shall make such extension if the initial Applicants meet one of the following conditions:
 - 6.4.3.1 Upon adequate provision for payment to Company by initial Applicants of that part of the Margin Costs in excess of the Margin Credits as provided in 6.4.2 above; or
 - 6.4.3.2 If in the opinion of Company (a) the estimated cost of such extension and the prospective margin to be received from it is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (b) there will be slight or no immediate demand for service, or (c) the installation will require extensive equipment with slight or no immediate demand for service, or (d) the estimated cost of the extension otherwise places Company and/or other Customers at risk of recovering the costs associated with the investment; then Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial Applicants in the amount of the total estimated cost of construction and other improvements.

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- 6.4.3.2.1 Deposits held may be returned to initial Applicants based on the amount of Margin Credits received by Company, for a six (6) Contract Year period and up to the amount of the original deposit, in at least annual installments.
- 6.4.3.2.2 In the event that the initial Applicants are required to make any deposit, Company shall, upon request, make available to the initial Applicants the information used to establish the basis for the applicable deposit amount.
- 6.4.4 Applicants may, at their option, submit, or require Company to submit, to the Commission the terms of service and deposit or contribution determined by Company under 6.4.3.1 or 6.4.3.2 for review and determination as to the reasonableness of said terms.
- 6.4.5 For each Customer, exclusive of the initial Applicants considered in the making of an extension, that has connected to such an extension within the six (6) Contract Year period from the completion of such extension, Company shall credit to each initial Applicant’s minimum guarantee or initial contribution on an annual basis, an amount equal to the Margin Credits over a six (6) Contract Year period of each subsequent meter. The total of all credits from all Customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant. Where a deposit is required under 6.4.3.2 above, the total of all refunds to all initial Applicants in aggregate shall in no event exceed the total aggregate deposit of all initial Applicants. Such estimated Margin Credits from new Customer(s) shall also be subject to the provisions of 6.4.3.2 above.
- 6.4.6 Company shall not be required to make extension as provided in this Rule unless Customers to be initially served by such extension have entered into an agreement with Company, prior to the beginning of construction, setting forth the obligations and commitments of the parties to the agreement consistent with the provisions of this Tariff. The terms of the agreement may require Customer to provide a satisfactory guarantee to the Company for the performance of the Customer’s obligations thereunder.
- 6.4.7 Company reserves the right, with respect to Customers whose establishments are remote from Company’s existing suitable facilities, whose potential load qualifies for any economic development rider as may be applicable in Company’s Tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions, provided that such special agreements are made on a non-discriminatory basis.

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6.5 Provisional Service

The charge for Provisional Service, where existing facilities can be utilized to supply single phase 120 or 120/240 volt service no larger than 100 amps, is consistent with the cost filings submitted annually to the Commission pursuant to 170 IAC 4-1-27 of the IURC Rules. The applicable Rate Schedule shall apply for service furnished. The charge for Provisional Service other than those stated above shall be determined by estimating the cost of construction and removal of facilities, including labor, material, stores, freight and handling, and job order overhead, less any estimated salvage value of material recovered. Provisional installations may continue for a period of more than twelve (12) months, if such installation conforms to the requirements of a permanent installation.

6.6 Auxiliary Service

Auxiliary Service is herein defined as electric service rendered by the Company to a Customer wherein such Customer’s Premise is supplied with electricity from a source of supply other than the Company, or whose electric requirements are wholly or partially at any time relieved by other power generating equipment. The Customer, where service is rendered under such circumstances, shall have the privilege of using the Company’s electrical service as reserve or auxiliary service in connection with its alternative or other source of supply upon the conditions herein prescribed.

6.6.1 Where total connected load to be supplied by Company’s service does not exceed 15 kW:

A suitable contract shall be entered into with the Customer, listing the apparatus and connected load in kW of the equipment to be supplied auxiliary service.

The Customer shall agree to pay for all Energy used computed under any rate the Customer shall select in effect for the location and for the class minimum monthly payment for such auxiliary service shall be calculated on the basis of \$10.00 per month for the first 3 kW or less of total connected load and \$3.00 per month for each additional kW or fraction thereof of total connected load; provided, however, that the monthly Minimum Charge for such auxiliary service so calculated shall not in any case be less than the monthly Minimum Charge called for in the Rate Schedule or contract.

For the purpose of determining the Demand of the total connected load contracted for, the Company may install a meter capable of measuring Demand which shall measure the highest average load in kW occurring during any thirty (30) consecutive minutes of the month; provided, further that if the Customer’s load is Three-Phase, the Maximum Demand shall not be less than eighty percent (80%) of the product of the actual voltage multiplied by the maximum amperes in any phase multiplied by 1.73. If such measured Maximum Demand exceeds the connected load contracted to be supplied with auxiliary service, then such measured Demand shall be used in calculating the monthly Minimum Charge in the current and subsequent month’s billing until exceeded by a higher measured Demand.

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The Company further reserves the right to require the Customer to provide, at the Customer’s expense, suitable apparatus to reasonably limit any intermittence or fluctuations of the Customer’s requirement, where in the Company’s judgment such apparatus is necessary to prevent undue interference with the service of the Company, and the Company further reserves the right to refuse, at any time, service where electric welding machines or other equipment producing high and intermittent fluctuations constitute a part of the Customer’s connected load. Paralleled operations of the Company’s and the Customer’s electric generating equipment shall not be permitted hereunder.

The term of the contract shall be for a period of not less than one (1) Contract Year from the beginning of service thereunder. If the parties continue thereafter to furnish and accept the electrical service thereunder, it shall operate to renew and continue the service by yearly periods until cancelled by sixty (60) days’ notice being given by one party to the other, prior to the expiration of any such Contract Year, of such party’s election to discontinue the service.

6.6.2 Where total connected load to be supplied by Company’s service exceeds 15 kW, auxiliary service shall be furnished only upon execution of a contract.

6.7 Excess Facilities

In the event service facilities in excess of a standard service under Rule 3.1 are requested by the Customer or are required to serve the Customer’s load, the Company will extend such facilities therefore, subject to the following conditions:

- 6.7.1 The type, extent, and location of such service facilities shall be determined by agreement between the Company and the Customer;
- 6.7.2 Such service facilities shall be the property of the Company;
- 6.7.3 The Customer shall agree to pay the cost to install such excess facilities and the cost to reserve any excess capacity, if required, on the transmission and distribution systems greater than that provided by standard service, to be determined by the Company in its sole discretion. In order to extend such facilities, the Customer may elect one of three payment options to the Company: (1) an up-front contribution equal to the cost to install the new excess facilities plus a monthly recurring charge equal to two percent (2%) of the cost to reserve any excess capacity; or (2) a monthly recurring charge equal to two percent (2%) of the total cost to install the excess facilities plus a monthly recurring charge equal to two percent (2%) of the cost to reserve any excess capacity; or (3) an up-front contribution equal to the cost to install the excess facilities plus an up-front onetime reservation fee to reserve any excess capacity;

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- 6.7.4 If in accordance with Rule 6.7.3, the Customer elects the monthly rental option, then such monthly rental amount shall be appropriately adjusted if a change is made in the excess facilities provided by the Company;
- 6.7.5 The Customer shall provide power as specified by the Company, if so required, to operate such service facilities; and
- 6.7.6 Such other conditions as are reasonably necessary due to special conditions of service.

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7. CUSTOMER INSTALLATION

7.1 Inside Wiring and Entrance Equipment

The Applicant for service must, at the Applicant’s expense, equip the Applicant’s Premise with all wiring and entrance equipment, all of which shall be constructed and maintained, subject to the approval of any authorized inspectors, and in accordance with the Company Rules. The Company shall be under no duty to inspect the wiring and equipment of the Applicant/Customer and in no event shall Company be responsible therefore.

The Applicant/Customer shall at all times maintain the service entrance and the wires inside the building.

7.1.1 Where an Applicant is located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

7.1.2 Where an Applicant’s Premise is located in an area not governed by local inspection laws or ordinances, wiring shall be installed in accordance with the requirements of the National Electrical Code. Before furnishing service, Company may require a certificate or notice of approval from a duly recognized authority stating that customer's wiring has been installed in accordance with the requirements of the National Electric Code.

7.1.3 No responsibility shall attach to the Company because of any waiver of these requirements.

7.2 Exclusive Service on Installation Connection

Except for emergency generating equipment approved by the Company, no other electric light or power service shall be used by the Customer on the same installation in conjunction with the Company’s service, either by means of a “throw-over” switch or any other connection, except under a contract for auxiliary service or under Rider 579.



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8. EQUIPMENT ON CUSTOMER’S PREMISE

8.1 Company’s Property and Protection Thereof

All meters or other appliances and equipment furnished by and at the expense of the Company, which may at any time be on or in the Customer’s Premise, shall, unless otherwise expressly provided, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove or tamper with such property. If Company property is damaged or destroyed, through the negligence of the Customer or through a violation of applicable tariff provisions by the Customer, the cost of necessary repairs or replacements shall be paid by the Customer.

8.2 Location of Company Transformers, Meters and Equipment

The Customer shall provide, at Customer’s expense and at a location satisfactory to the Company, a suitable place for necessary poles, lines, circuits, transformers, meters or other equipment which may be furnished by the Company.

8.3 Equipment Location Permit

If the Customer is not the owner of the Premise served or of intervening property between such Premise and the Company’s main, the Customer shall obtain from such owner, or owners, in a form satisfactory to the Company, such permits or easements as are, in the opinion of the Company, necessary for the installation and maintenance on such Premise and on such intervening property, all poles, wires, or other equipment as may be necessary for the supplying of electric service to the Customer.

8.4 Access to Premise

The properly authorized agents of the Company shall have the right to enter upon the Premise of the Customer at all reasonable times for the purpose of locating, inspecting, maintaining and providing access to facilities and reading, testing, repairing or replacing the meter(s), appliances, poles, lines, circuits and other equipment used in connection with its service and removing the same on the termination of the contract or the discontinuation of service. Each meter, whether inside or outside a building, must be installed in a readily accessible location and be protected from damage, including, if installed outside a building, vehicular damage that may be anticipated. “Readily accessible” means the location should accommodate immediate access at the request of the Company for reading, inspection, repairs, testing, maintenance, and replacement of the meter. If a location is not readily accessible, or jeopardizes the safety of an authorized agent of the Company, as determined by the Company, the Company may request that the Customer take steps to correct the problem, or the Company may require the Customer to make payment to the Company of the full cost of correcting the problem.



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8.5 Tampering, Fraud, Theft or Unauthorized Use

When the Company detects fraudulent or unauthorized use of electricity, or that the Company’s regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and effecting repairs necessitated by such unauthorized use and/or tampering. In any event, the Company may require the Customer or unauthorized user to pay for such out-of-pocket costs. Under circumstances of fraud, theft, unauthorized use of electricity, tampering or alteration of the Company’s regulation, measuring equipment and/or other service facilities, the Company may disconnect service without notice and is not required to reconnect the service until a deposit and all the aforementioned charges, or an estimate of such charges, are paid in full, subject to any provision in the IURC Rules to the contrary. In the event of fraud, theft or unauthorized use of electricity which is not upon or connected with a Customer’s Premise, the ultimate user of the service shall be liable in the same manner as a Customer for electric service used, the incurred costs of field calls and effecting repairs, and Disconnection without notice.

8.6 Customer’s Operations or Equipment

No attachment of any kind whatsoever may be made to the Company’s lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

Where any Customer’s utilization of or existence of equipment has characteristics which, in the Company’s judgment, may cause or is causing interference, voltage fluctuations or disturbances with service to other Customers or in the Company’s Transmission or Distribution system, or result in operation at a low power factor, the Customer shall, at the request of the Company, provide suitable facilities or otherwise take action to preclude such interference or improve such power factor, or both, as the case may be. Otherwise, the Company shall have the right to provide, at the expense of the Customer, the facilities necessary to preclude such condition or conditions. This right of the Company shall also include the ability to require action by Customer to comply with the standards of any governmental agency(ies) having jurisdiction or duly applicable organization including FERC, MISO, NERC and ReliabilityFirst provided that Customer shall have the right to challenge Company’s determination that such compliance is required or appropriate. Customer shall provide, upon request of Company, access to Premises as described in this Rule 8, verified statements and/or other documentation as necessary to demonstrate compliance.

8.7 Customer’s Generating Equipment

If the Customer has 60 hertz electric generating equipment, other than minor standby equipment for emergency use, the Customer may parallel its 60 hertz system with the Company’s 60 hertz supply. The Customer shall so regulate its use of electric Energy as not to cause excessive pulsations or fluctuations in the current or voltage in the Company’s system or be subject to termination of service.

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9. METERING

9.1 Meters to be Installed by Company

The electric Energy, unless otherwise specified, shall be measured by a meter or meters of standard manufacture, installed by the Company. If more than one meter is installed for a Customer that is charged under two (2) or more Rate Schedules, each meter shall be considered by itself in calculating the amount of any bills. Where building codes or other governmental regulation require a separate service for lighting or indicating exits of buildings, each meter shall be considered by itself in calculating the amount of any bills.

When for the convenience of the Company more than one meter is installed at the same Premise for the same Customer, the sum of the registration shall in all cases be taken as the total registration.

Charges for metering may be imposed in accordance with Section 15.

9.2 Meter Testing

The Company will test meters used for billing Customers in accordance with the IURC Rules (170 IAC 4-1-9).

9.3 Failure of Meter and/or Instrumentation

Whenever it is discovered that a meter is not recording within the limits of accuracy as prescribed in the IURC Rules, an adjustment shall be made in accordance with such IURC Rules. In the event of the stoppage of or the failure of any meter or metering instrumentation equipment to register an accurate amount of Energy consumed, the Customer will be charged or credited for such period on an estimated consumption based upon engineering calculations and measurements or Customer’s use of Energy in a similar period of like use and consistent with the IURC Rules (170 IAC 4-1-14(B)).

9.4 Demand Metering

The electric Energy to be used under the terms of Rate Schedules requiring an IDR, shall be measured at the delivery voltage as to Maximum Demand, use of electric Energy and Power Factor determination through meters to be located in a building or buildings approved by the Company, and furnished by the Customer on the Customer’s Premise. The Company shall own, furnish and install the necessary metering equipment. All bills, other than bills for the minimum payments, shall be calculated upon the registration of these meters. The meters installed on the Customer’s Premise, by the Company under this Rate Schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.



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The Company shall, at all times, have the right to inspect and test meters, and if found to be defective or inaccurate, to repair or replace them at its option; provided that notice shall be given to the Customer before testing the meters so that the Customer may have its representative present, if desired. Any meter tested and found to be not more than one (1) percent inaccurate shall be considered accurate and correct but shall be adjusted to be as nearly correct as possible. If, as a result of any test hereunder, any meter shall be found inaccurate or incorrect in excess of one percent (1%), such meter shall be adjusted to be as nearly correct as possible, and the reading of such meter previously taken shall be corrected to the percentage of inaccuracy so found, but no such correction shall, without the consent of both parties, extend back beyond one-half of the period between the date of such test and the date of the last prior test showing the meter to be within one percent (1%) accurate, nor more than one year, whichever is shorter. The Company shall repair or replace a defective or inaccurate meter within a reasonable time after discovery of such defect or inaccuracy. During the time there is no meter in service or the meter in service is not registering, it shall be assumed that the Energy consumed is the same as the daily average for the most recent period of similar operation with respect to usage of Energy proceeding the time the meter is out of service. The Customer shall also have the right to require a test of meters at reasonable intervals upon giving notice of its desire to have such test made by the Company.

9.5 Meter Reading Charge – Missed Appointment (Trip Charge)

For Customers with hard-to-access meters, a Trip Charge shall be added to Customer's account in accordance with Rule 15 if Customer fails to provide access to the meter during a scheduled appointment. For purposes of this Rule, a hard-to-access meter is defined as a meter that (a) is located inside the premises of Customer, located behind a locked gate, located in an area proximate to an animal that in the judgment of the meter reader is dangerous, or is otherwise inaccessible to the meter reader or presents an unsafe condition; and (b) has not been read by a meter reader during the previous four (4) consecutive months. No Trip Charge shall be assessed if (1) the appointment is cancelled by the Customer with four hours' prior notice; (2) the Customer is not present due to a medical emergency; or (3) in NIPSCO's reasonable discretion, for any other reason that is outside of the Customer's control. Customer shall be provided the opportunity to set the time of the appointment, which must be during regular business hours and within a two-hour window of time. If two (2) appointments scheduled by the Customer are cancelled (with four hours prior notice) at the request of Customer or Customer fails to set an appointment, then the Company shall set the time of the next appointment, during regular business hours, which cannot be cancelled by the Customer. At the Company's option, assessment of a Trip Charge may be waived if Customer agrees to and permits the installation of a remote meter-reading device.

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10. DEPOSIT TO INSURE PAYMENT OF BILLS

10.1 Applicable to Residential Customers

The Company shall determine the credit-worthiness of an Applicant or Customer in an equitable non-discriminatory method and may require a deposit to insure payment of bills in accordance with Rule 15 of the IURC Rules.

10.2 Applicable to Non-Residential Customers

The Company shall determine the creditworthiness of an Applicant or Customer in an equitable non-discriminatory manner.

A Customer shall be deemed creditworthy if it has no Delinquent Bills to the Company for electric service within the last twenty-four (24) months and, within the last two (2) years has not: (a) had service disconnected for nonpayment or (b) filed a voluntary petition, has a pending petition, or has an involuntary petition filed against it, under any bankruptcy or insolvency law. For purposes of this determination a contested bill shall not be considered delinquent.

In determining the creditworthiness of Applicants, the Company shall consider the size of the credit exposure and the availability of objective and verifiable information about the Applicant. The Company may consider the Applicant’s payment history from other utilities and verifiable conditions such as, but not limited to: Applicant 's independently audited annual and quarterly financial statements, including an analysis of its leverage, liquidity, profitability and cash flows; and credit rating agency information.

The Company may require from any un-creditworthy Applicant or Customer, as a guarantee against the non-payment of bills, a deposit payable in cash or by letter of credit in an amount equal to the Customer’s two (2) highest months usage based upon the most recent twelve (12) months historical usage or two (2) months of projected usage for an Applicant. For Customers with multiple accounts, each account will be treated individually for purposes of this Rule.

If the Company requires a deposit as a condition of providing service, upon request of the Customer or Applicant, the Company must: (a) provide written explanation of the facts upon which the utility based its decision; and (b) provide the Applicant or Customer with an opportunity to rebut the facts and show other facts demonstrating its creditworthiness.

Upon the request of the Customer, but no more than once every twenty four (24) consecutive months, the Company will conduct a reevaluation of Customer’s creditworthiness with repayment of the security deposit or portion thereof as appropriate, within sixty (60) days and with written notice identifying the basis for any continued deposit.



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In the case of a cash deposit as a guarantee against the payment of bills, simple interest thereon at the rate established by the IURC shall be paid by the Company for the time such deposit is held by the Company. Upon a Customer's annual request, NIPSCO will credit any accrued interest to the Customer's Bill. Upon discontinuance of service, the amount of the final Bill will be deducted from the sum of the deposit and interest due, and the balance, if any, shall be remitted to the depositor.

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11. RENDERING AND PAYMENT OF BILLS

11.1 Payment of Bills

Bills will be issued monthly at intervals of approximately thirty (30) days and must be paid by the due date specified on the Customer’s Bill at an office or an established collection agency of the Company. Bills rendered on estimated readings for service in months in which meters are not read shall have the same force and effect as those based on actual meter readings. Failure to receive a Bill shall not entitle the Customer to pay the Bill after the designated due date has passed. Upon request, the Company will advise the Customer of the approximate date on which the Bill will be mailed each month, and if the Bill is lost, the Company will issue a duplicate.

Rate 531 Customers, subject to MISO Settlements, shall comply with MISO Settlement Statements in accordance with MISO rules and standards. If not compliant, Customer shall be subject to applicable MISO and Company fees and penalties.

11.2 Payment After Due Date of Bill

A Bill is delinquent unless payment is received by the due date printed on the Bill. The due date is seventeen (17) days from the next business day of the statement date printed on the Bill. A Delinquent Bill may be assessed a Late Payment Charge equal to ten percent (10%) of the first three dollars (\$3.00) and three percent (3%) of the remaining amount that is delinquent and the Company may disconnect service after complying with any applicable IURC Rules. The company will not apply the Late Payment Charge to previous late payment fees.

Failure to receive the Bill shall not entitle the Customer to relief from the deferred payment provisions of the Bill if the Customer fails to make payment within said seventeen (17) day period, nor shall it affect the right of the Company to disconnect service for non-payment as above provided.

Once in each half calendar year, but not more often, the Company will upon the Customer’s request waive the Late Payment Charge on a Delinquent Bill, provided payment is tendered not later than the last date for payment of net amount of the next succeeding month’s Bill.

11.3 Billing Disputes

A Customer shall not be disconnected for failing to pay an outstanding Bill in full if the unpaid portion of the Bill is disputed by the Customer and the Customer complies with the applicable IURC Rules and any applicable MISO rules and standards.

11.4 Social Security Payment Plan

The Company may, upon request, revise the due date by up to ten (10) calendar days, provided that the Customer applies for and is accepted by the Company as a participant in the Social Security Payment Plan. In order to participate in the Social Security Payment Plan, the Customer must meet the following conditions:

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- 11.4.1 The Customer must be taking Residential Service, which must be in the Customer's name;
and
- 11.4.2 The Customer must be retired or legally disabled and must show proof of receiving monthly
social security or retirement benefits.

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12. DISCONNECTION AND RECONNECTION OF SERVICE

12.1 Customer Request for Disconnection

The Customer shall be responsible and pay for all electric service supplied to the Customer’s Premise until the third business day following the requested Disconnection date given by the Customer to the Company to discontinue service.

12.2 Company Right to Disconnect Service Without Notice

The Company reserves the right to disconnect the supply of all service to all or any part of the Customer’s Premise without notice in accordance with the IURC Rules for any of the following reasons:

- 12.2.1 If a condition dangerous or hazardous to life, physical safety or property exists;
- 12.2.2 Upon order by any court, the IURC or other duly authorized public authority;
- 12.2.3 If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such fraudulent or unauthorized use; or
- 12.2.4 If the Company’s regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.

No Disconnection shall invalidate any contract with the Customer and the Company shall have the right to enforce any contract notwithstanding such Disconnection. The Disconnection shall not abrogate any monthly Minimum Charge or other fee as specified in the applicable Rate Schedule or Rider.

12.3 Company Right to Disconnect Service With Notice

The Company may disconnect the supply of all service to the Customer’s Premises (and refuse to serve any other member of the same household or firm at the same Premises) in accordance with the IURC Rules or other applicable law and with reasonable written notice, which shall be provided to such Customer at the address shown upon the Company’s records no less than fourteen (14) days prior to Disconnection, for any of the following reasons:

- 12.3.1 For non-payment of Bills or failure to post a required security deposit or collateral;
- 12.3.2 For Customer’s denial of access, including through actions or inactions not permitting adequate access, by employees of the Company to the Customer’s meter or other facilities; or
- 12.3.3 For any other lawful reason.

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No Disconnection shall invalidate any contract with the Customer and the Company shall have the right to enforce any contract notwithstanding such Disconnection. The Disconnection shall not abrogate any monthly Minimum Charge or other fee as specified in the applicable Rate Schedule or Rider.

12.4 Reconnection Charges

Whenever service has been discontinued at a Premise (1) for non-payment of charges; (2) for failure to provide a security deposit or collateral; (3) at the request of a Customer; or (4) for any other reason authorized under the Rules and caused by the Customer’s actions, a charge will be made by the Company to cover the cost of reconnection of service, in accordance with the Reconnection Charges shown in Rule 15.

In the event a Customer requests to discontinue service and requests to be reconnected within nine (9) months, the Company may assess an additional charge equal to the applicable Customer Charge multiplied by the number of months the service was disconnected.



GENERAL RULES AND REGULATIONS
Applicable to Electric Service

13. SERVICE CURTAILMENTS

13.1 Emergency Curtailment Without Regard to Priority

Company reserves the right to order electric service Curtailment without regard to the priority of service when in its judgment such Curtailment is required to forestall imminent and irreparable injury to life, property, or the electric system. Curtailment may include interruption of selected distribution circuits. A Curtailment pursuant to this Rule shall not exceed 72 consecutive hours unless otherwise authorized by the IURC.

13.2 Curtailment of Service

The Demand Charges will not be reduced for any billing month because of any disruption, suspension, reduction or Curtailment of the delivery of electric Energy, unless due to fault, neglect or culpability on the part of the Company. In any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

13.2.1 For reductions or Curtailments of electric Energy below Customer’s Billing Demand, the Demand Charge shall be reduced by the amount of the number of kW’s reduced or curtailed multiplied by the ratio of the number of hours in which the reduction or Curtailment was in force to the total number of hours for the Billing Period in which the reduction or Curtailment was in force.

13.2.2 With respect to disruption and suspensions of the delivery of electric Energy, the Demand Charge shall be reduced in the proportion that the length of time of all such service disruptions and suspensions during the billing month bears to the total number of hours in the billing Month, excluding scheduled suspensions.

The Company reserves the right to suspend service at any time when necessary to make emergency repairs.

For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer’s supply of electric Energy for eight (8) consecutive hours on any day, or a longer period on any other day or days as may be agreed to by the Customer and the Company. When practical, Company shall provide customer with ten (10) days’ notification prior to the anticipated hour of cut-off; however, to the extent ten (10) days’ prior notification is not practical, Company shall provide customer with notification as far in advance as is practical.



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13.3 Curtailement Procedures

In the event Company encounters or anticipates a power supply disruption, fuel shortage, or transmission/distribution emergency, or any other situation that would render Company unable to meet existing and reasonably anticipated Demands for Electric Service, which determinations shall be within Company’s reasonable discretion, Company shall have the right to implement these Curtailement procedures to maintain and restore service to the extent possible under the circumstances. The Curtailement procedures to follow shall comply with Federal and State regulations, FERC, NERC and Reliability *First* Standards, and the MISO Standards for Curtailement, or their successors.

13.4 Curtailement Initiation

In the event a Curtailement is required in the sole judgment of the Company, Company shall have the right to curtail Electric Service to its Customers. Such Curtailement shall be effective as of the date and time specified by Company. Company shall implement its emergency plans for Curtailement to maintain and restore service to the extent possible under the circumstances. When necessary in the sole opinion of Company and to the extent possible, Electric Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

13.5 Curtailement Notification

If advance notification is possible, Company shall give notification of Curtailement in the most effective manner possible and with as much advance notice as reasonably possible, considering the circumstances and the number of Customers to be notified.

13.6 Lifting of Curtailement

Service shall be restored to Customers pursuant to its emergency plans for Curtailement.

A Customer who is mandated to curtail Energy use, either by order of an appropriate governmental agency or under application of these Rules, and who solely because of the mandate becomes subject to the ratchet provisions of an applicable Rate Schedule, will for the period during which the mandate is in effect be excluded from meeting the provisions of the ratchet requirements of the Rate Schedule.



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14. LIMITATIONS OF LIABILITY, INDEMNIFICATION AND INSURANCE

- 14.1 Neither Company nor Customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.
- 14.2 Company shall not be liable for damages for any failure to supply electricity or for an Interruption, limitation, or Curtailment of Electric Service, whether or not such disruption is ordered by a governmental agency having jurisdiction or duly applicable organization including MISO, FERC, NERC and ReliabilityFirst, if such failure, Interruption, limitation, or Curtailment is due to the inability of Company to obtain sufficient electric supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of Company.
- 14.3 Company shall not be liable for damages caused by wiring, electrical appliances or equipment on Customer’s Premises.
- 14.4 Company shall not be liable for damages resulting to Customer or to third persons from the presence or use of electricity or the presence of Company’s equipment on Customer’s Premises, unless due to the willful default or negligence on the part of Company.
- 14.5 Customer shall not make any internal or external adjustment to or otherwise interfere with or break the seals of meters or any other Company owned equipment (“Company Property”) installed on Customer's premises, and Customer shall insure that no one except employees or agents of the Company do so. Customer shall provide and maintain suitable protective devices on Customer property to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of electricity to Customer’s premises. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective devices. In the event of loss or damage to the Company’s personal property, including Company Property, through willful misconduct, misuse, or negligence on the part of Customer or its employees, agents or representatives, Customer shall be liable and shall pay to the Company the cost of the necessary repairs or replacement of Company Property. Customer shall also be liable for any injury to any person, including the loss of life, caused by willful misconduct, misuse or negligence on the part of Customer or its employees, agents or representatives. Customer shall indemnify and hold harmless Company from and against all claims, liability, damages, losses, fines, penalties and expenses based on any injury to any person, including the loss of life, or damage to any property, including the 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, willful misconduct, misuse or negligence on the part of Customer or its employees, agents or representatives.

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15. MISCELLANEOUS AND NON-RECURRING CHARGES

15.1 Reconnection Charges

Whenever the service has been turned off by the Company in accordance with Rule 12, a charge will be made by the Company to cover the cost of reconnection of service, which charge shall be as follows:

15.1.1 Reconnection at the meter

Reconnect during normal working hours (8:00 a.m. to 5:00 p.m.)	\$90.00
Reconnect after normal working hours (Monday through Friday) Saturday	\$110.00
Reconnect on Sunday and Holidays	\$130.00

15.1.2 Reconnection at the pole

Reconnect during normal working hours (8:00 a.m. to 5:00 p.m.)	\$150.00
Reconnect after normal working hours (Monday through Friday) Saturday	\$180.00
Reconnect on Sunday and Holidays	\$210.00

15.1.3 Reconnection at the pole with an easement

Reconnect during normal working hours (8:00 a.m. to 5:00 p.m.)	\$210.00
Reconnect after normal working hours (Monday through Friday) Saturday	\$250.00
Reconnect on Sunday and Holidays	\$290.00

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15.2 Non-Sufficient Funds

A charge of \$20.00 to reimburse the Company for its cost incident to Non-Sufficient Funds will be assessed.

15.3 After Hours / Same Day Charge.

If Customer requests that electric service be initially connected or disconnected outside of normal business hours or on the same day the request is submitted, Customer shall be charged an After Hours / Same Day Charge of \$75.00 in addition to any other applicable charges for each connection or Disconnection.

15.4 Trip Charge.

If Customer schedules an appointment in association with a service request, and the Company's serviceman is not able to gain access to Company's facilities due to the absence of the Customer, the Customer shall be charged a Trip Charge in the amount of \$55.00 at the time an appointment is rescheduled by the Customer.

15.5 Automated Meter Reading (AMR) Opt-Out Charge.

If Customer does not permit Company to install a meter employing AMR on Customer's Premise, Company shall charge Customer a monthly AMR Opt-Out Charge of \$15 per service location each month to recognize the cost of manually reading the meter. The charge shall cease to be applied once an AMR meter is installed and Company receives the first automatic reading from the meter. If Customer already has an AMR meter, Company will not replace it with a non-AMR meter at Customer's request. In the event that a non-AMR fails, Company will replace it with an AMR meter.

A Customer who does not permit installation includes a Customer who communicates to the Company that AMR installation is refused; does not timely respond to the Company's request to schedule an AMR meter installation; fails to complete the installation appointment; or otherwise does not allow the Company to use AMR for the Customer's service. A Customer who misses an AMR installation appointment will also be subject to the Trip Charge under Rules 9.5 and 15.4.



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RATE 511
RATE FOR ELECTRIC SERVICE
RESIDENTIAL

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available for Residential Service to qualified Residential Customers and the dwelling of farm Customers if service to that dwelling is separately metered. The Customer’s service must be located on the Company’s Distribution Lines suitable and adequate for supplying the service requested. Service is subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, Secondary and Primary Service as designated by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Energy consumption by a Watt-Hour Meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge and applicable Riders as identified in Appendix A. The Customer Charge and Energy Charge are as follows:

Customer Charge

\$17.00 per month.

Energy Charge

\$0.165070 per kWh for all kWhs used per month.

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 520
RATE FOR ELECTRIC SERVICE
COMMERCIAL AND GENERAL SERVICE – HEAT PUMP

Sheet No. 1 of 2

TO WHOM AVAILABLE

Available to Commercial and General Service Customers who are certified by the Company to meet or exceed the energy efficient standards and who have suitable metering equipment acceptable to the Company. The Customer’s service must be located on the Company’s electric supply lines suitable and adequate for supplying the service requested. Service is subject to the conditions set forth in this Rate Schedule and the Company Rules.

The Customer must have a Company accepted heat pump or other electric energy efficient heating/cooling device as of the December 21, 2011 final Order in Cause No. 43969 and must operate that heat pump as the primary heating/cooling source for the Premise. The device must be permanently installed and the customer shall utilize the heat pump, device and/or associated appliance for both heating and cooling the same space. The Customer must arrange the wiring for the permanently installed heating/cooling equipment to permit measurement of the energy use of such heating and cooling equipment by suitable metering equipment as specified by the Company.

Service for heating and cooling shall be billed as follows: (1) Energy used by such heating and cooling equipment during any period more than half of which is in any month of May to September, inclusive, shall be deemed to be supplied for spacecooling and will be billed under the applicable electric Rate Schedule; and (2) Energy used by such heating and cooling equipment during other periods of the year shall be deemed to be supplied for spaceheating and will be billed under this Rate Schedule.

For Customers converting existing heating/cooling systems to heating/cooling systems which qualify under this Rate Schedule, who cannot, in the opinion of the Company, economically justify separately metering the heating/cooling equipment, a base usage shall be established which will consist of the average of the kWhs and the kW Demand billed during the billing months of May and October of the current year. Any energy and/or Demand used in excess of the base usage during any Billing Period more than half of which is within any calendar month from October to April, inclusive, shall be deemed to be supplied for spaceheating and will be billed under this Rate Schedule. All other use will be billed under the applicable rate schedule. The base usage(s) will be updated annually prior to the start of the heating season.

CHARACTER OF SERVICE

The Company will supply service at such frequency, phase, regulation and voltage as it has available at the location where service is requested. Service under this Rate Schedule shall be available only at the same voltage as other electric service supplied to the Premise. Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

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**RATE 520
RATE FOR ELECTRIC SERVICE
COMMERCIAL AND GENERAL SERVICE – HEAT PUMP**

Sheet No. 2 of 2

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Energy consumption by a Watt-Hour Meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge and applicable Riders as identified in Appendix A. The Customer Charge and Energy Charge are as follows:

Customer Charge

\$34.50 per month.

Energy Charge

\$0.124513 per kWh for all kWhs used per month.

For customers converting from electric spaceheating to natural gas, upon suitable verification acceptable to the Company, the Company will provide a one-time credit of \$25.00 per permanently installed spaceheating unit.

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 521
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - SMALL

Sheet No. 1 of 2

TO WHOM AVAILABLE

Available for service to General Service Customers located on the Company’s Distribution Lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

The Company will supply service at such frequency, phase, regulation and voltage as it has available at the location where service is requested. Service under this Rate Schedule shall be available only at the same voltage as other electric service supplied to the Premise, unless the Customer request service at a different voltage and the Company, in its sole discretion, determines providing service at a different voltage would be more economical. Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate shall be measured as to Energy consumption by a Watt-Hour Meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge and applicable Riders as identified in Appendix A. The Customer Charge and Energy Charge are as follows:

Customer Charge

\$34.50 per month.

Energy Charge

\$0.179504 per kWh for all kWhs used per month.

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RATE 521
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - SMALL

Sheet No. 2 of 2

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the Customer Charge; except that for Three-Phase service, the Minimum Charge shall be \$50.50 per month. In addition, applicable Riders as identified in Appendix A shall be added to the monthly Minimum Charge.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 522
RATE FOR ELECTRIC SERVICE
COMMERCIAL SPACEHEATING

Sheet No. 1 of 2

TO WHOM AVAILABLE

Available for electric spaceheating to Commercial Customers who, as of the December 21, 2011, final Order in Cause No. 43969 have arranged the wiring for permanently installed spaceheating equipment to permit measurement of the Energy use of such equipment by suitable metering equipment as specified by the Company. The Customer’s service must be located on the Company’s electric supply lines suitable and adequate for supplying the service requested. Service is subject to the conditions set forth in this Rate Schedule and Company Rules.

Available to Commercial Customers for both heating and cooling the same space who have arranged the wiring for permanently installed spaceheating and spacecooling equipment to permit measurement of the Energy use of such heating and cooling equipment by suitable metering equipment as specified by the Company.

Service for heating and cooling shall be billed as follows: (1) Energy used by such heating and cooling equipment during any Billing Period more than half of which is in any month of May to September, inclusive, shall be deemed to be supplied for spacecooling and will be billed under the applicable electric rate schedule; and (2) Energy used by such heating and cooling equipment during other periods of the year shall be deemed to be supplied for spaceheating and will be billed under this Rate Schedule.

CHARACTER OF SERVICE

The Company will supply service at such frequency, phase, regulation and voltage as it has available at the location where service is requested. Service under this Rate Schedule shall be available only at the same voltage as other electric service supplied to the Premise. Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate shall be measured as to Energy consumption by a Watt-Hour Meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge, an Energy Charge and applicable Riders as identified in Appendix A. The Customer Charge and Energy Charge are as follows:

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Cancelling All Previously Approved Tariffs**

**RATE 522
RATE FOR ELECTRIC SERVICE
COMMERCIAL SPACEHEATING**

Sheet No. 2 of 2

RATE (Continued)

Customer Charge

\$34.50 per month

Energy Charge

\$0.132648 per kWh for all kWhs used per month

For Customers converting from electric spaceheating to natural gas, upon suitable verification acceptable to the Company, the Company will provide a one-time credit of \$25.00 per permanently installed spaceheating unit.

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 523
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available for service to General Service Customers located on the Company's electric supply lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

The Company will supply service from its electric supply lines at only such frequency, phase, regulation, and one standard Secondary voltage or the available Primary voltage in the location where service is requested. (See Company Rule 3 for the Company's standard voltages.)

When the Customer under this Rate Schedule elects to take service to the Premise through separate meters the readings of such meters will not be combined, but will be computed separately under this Rate Schedule for each meter supplied. When the customer desires combined metering the Customer shall provide upon Customer's Premise and at Customer's expense the proper insulating transformers, regulators, and other equipment necessary to split the service. Load shall be balance between phases, if in the judgment of the Company such balancing is necessary.

For Customers utilizing thermal storage, the Customer must arrange the wiring for the thermal storage equipment to permit the measurement of the Demand and Energy use of such equipment by suitable metering equipment as specified by the Company. The Company shall at all times, have the right to inspect such metering to insure that such service metered is exclusively thermal storage use.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant's Premise and at Applicant's expense. (See Company Rule 3 for the Company's standard voltages.)

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Maximum Demand and Energy consumption by an IDR or a DI Meter to be installed by the Company.

RATE

The rate for electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. The Demand Charge and Energy Charge are as follows:

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RATE 523
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM

Sheet No. 2 of 3

RATE (Continued)

Demand Charge

\$347.10 per month for the first 10 kW or less of Maximum Demand per month
\$15.84 per kW per month for all over 10 kW of Maximum Demand per month

Energy Charge

\$0.119863 per kWh for all kWhs used per month

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be equivalent to the Monthly Demand Charge applicable to eighty percent (80%) of the highest Billing Demand of the immediately preceding twelve (12) months, provided however, that in no case shall the Monthly Demand Charge be less than \$347.10. In addition, applicable Riders as identified in Appendix A shall be added to the monthly Minimum Charge.

DETERMINATION OF MAXIMUM DEMAND

Customer’s maximum Demand in any month shall be determined by suitable metering equipment acceptable to the Company. The maximum Demand of electric Energy supplied in any month shall be taken as the highest average load in kWhs occurring during any thirty (30) consecutive minutes of the month; provided, however, that if such load shall be less than fifty percent (50%) of the maximum momentary Demand in kW, then the maximum Demand shall be taken at fifty percent (50%) of such maximum momentary Demand. However, for Customers utilizing thermal storage, the maximum Demand shall be limited to the greater of the actual maximum Demand occurring during the On-Peak Hours or fifty percent (50%) of the maximum Demand occurring during the Off-Peak Hours.

PRIMARY METERING ADJUSTMENT

If, at the Company’s option and in its sole discretion, the service is metered at the Company’s Primary Line voltage, three percent (3%) of the kWhs so metered will be deducted before computing the Energy Charge.

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RATE 523
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM

Sheet No. 3 of 3

THERMAL STORAGE USE

In order to qualify as thermal storage use under this Rate Schedule, the thermal storage system must be capable of supplying at least forty percent (40%) of the Btu's required for the conditioned space during the On-Peak period.

For Customers utilizing thermal storage, the total kWhs billed hereunder will be reduced by the Off-Peak kWh use of thermal storage equipment before application of the Energy Payment provision of this Rate Schedule. The Off-Peak thermal storage energy shall be billed at the Thermal Storage Energy Charge of \$0.100156 per kWh for all Off-Peak thermal storage kWhs used per month.

HOURS OF SERVICE

Off-Peak Hours of service applicable to thermal storage use are those commencing at 9:00 p.m. C.S.T. and ending at 9:00 a.m. C.S.T., the following day and twenty-four (24) hours on Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On-Peak Hours are all other hours.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 524
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

Sheet No. 1 of 5

TO WHOM AVAILABLE

Available for service to General Service Customers located on the Company’s electric supply lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

The Company will supply service to the extent of the capacity available from its electric supply lines, at only such frequency, phase, regulation and one (1) standard Secondary voltage, or the available Primary or Transmission voltage at the location where service is requested.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

The Customer will supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer’s property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching and relaying equipment that may be supplied by the Company.

For Customers utilizing thermal storage, the Customer must arrange the wiring for the thermal storage equipment to permit the measurement of the Demand and Energy use of such equipment by suitable metering equipment as specified by the Company. The Company shall, at all times, have the right to inspect such metering to ensure that such service metered is exclusively thermal storage use.

The minimum Billing Demand under this Rate Schedule shall be 50 kW. The Company shall not supply Demand in excess of 25,000 kW under this Rate Schedule.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Maximum Demand, Energy consumption and Power Factor, by suitable meters to be installed by the Company.

RATE

The electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. Subject to the adjustments herein provided, the Demand Charge and Energy Charge are as follows:

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RATE 524
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

Sheet No. 2 of 5

RATE (Continued)

Demand Charge

\$1,406.50 per month for the first 50 kW or less of Billing Demand per month
\$18.40 per kW per month for the next 1,950 kW of Billing Demand per month
\$17.66 per kW per month for all over 2,000 kW of Billing Demand per month

Energy Charge

\$0.118364 per kWh for the first 30,000 kWhs used per month
\$0.107673 per kWh for the next 70,000 kWhs used per month
\$0.102744 per kWh for the next 900,000 kWhs used per month
\$0.097746 per kWh for all over 1,000,000 kWhs used per month

ADJUSTMENTS

1. Deduction for Primary Service:

If the service is taken by the Customer at the Customer’s property line and at the Company’s Primary Line voltage of 11,500 volts or 12,500 volts, and the Customer supplies and maintains all high tension and transforming equipment installed on the Customer’s Premise, \$1.02 per kW of monthly Billing Demand will be deducted from the monthly Demand Charge.

2. Deduction For Subtransmission and Transmission Service:

If the service is taken by the Customer at the Customer’s property line and at a supply line voltage of 34,500 volts or above, and the Customer supplies and maintains all high tension and transforming equipment installed on the Customer’s Premise, \$1.27 per kW of monthly Billing Demand will be deducted from the monthly Demand Charge.

3. Deduction for Primary Metering:

If, at the Company’s option and in its sole discretion the service is metered at the Company’s Primary or Transmission Line voltage, three percent (3%) of the kWhs so metered will be deducted before computing the Energy Charge.

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RATE 524
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

Sheet No. 3 of 5

MONTHLY MINIMUM CHARGE

1. Customers Requiring Less Than 3,000 kW of Demand:

The Customer’s monthly Minimum Charge under this Rate Schedule shall be equivalent to the monthly Demand Charge applicable to eighty percent (80%) of the highest Billing Demand of the immediately preceding twelve (12) months, provided however, that in no case shall the monthly Demand Charge be less than \$1,406.50. In addition, applicable Riders as identified in Appendix A shall be added to the Monthly Minimum Charge.

2. Customers Requiring 3,000 kW or More of Demand:

For any Customer with a contract demand of 3,000 kW or more, Customer’s monthly Minimum Charge shall be the amount determined by applying a rate of \$18.31 per kW to the Customer’s contract demand. In addition, applicable Riders as identified in Appendix A shall be added to the Monthly Minimum Charge.

DETERMINATION OF MAXIMUM DEMAND

Customer’s Maximum Demand in any month shall be determined by suitable metering acceptable to the Company. The Maximum Demand of electric Energy supplied in any month shall be taken as the highest average load in kW occurring during any thirty (30) consecutive minutes of the month; provided, however, that if such load shall be less than fifty percent (50%) of the maximum momentary Demand in kW, then the Maximum Demand shall be taken at fifty percent (50%) of such maximum momentary Demand. However, for Customers utilizing thermal storage, the Maximum Demand shall be limited to the greater of the actual Maximum Demand occurring during the On-Peak Hours or fifty percent (50%) of the Maximum Demand occurring during the Off-Peak Hours.

ALTERNATE DETERMINATION OF MAXIMUM DEMAND FOR CUSTOMERS WITH REQUIRED CAPACITY IS IN EXCESS OF 10,000 KW

The Customer’s Demand of electric Energy supplied shall be determined for each half-hour interval of the month and said Demand in kW for each half-hour interval shall be two (2) times the number of kWh recorded during each such half-hour interval. The phrase “half-hour interval” shall mean the thirty (30) minute period beginning or ending on a numbered clock as indicated by the clock controlling the metering equipment. The Maximum Demand shall be the greatest such half-hour interval Demand. However, for Customers utilizing thermal storage, the Maximum Demand shall be limited to the greater of the actual Maximum Demand occurring during the On-Peak Hours or fifty percent (50%) of the Maximum Demand occurring during the Off-Peak Hours.

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RATE 524
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

Sheet No. 4 of 5

DETERMINATION OF BILLING DEMAND

The service supplied by the Company shall be taken by the Customer whenever possible at an Average Power Factor of not less than eighty percent (80%) Lagging. The Billing Demand for the month shall be determined as follows: (1) If the Average Power Factor for the month is within the range of eighty percent (80%) Lagging to ninety percent (90%) Lagging, the Billing Demand for the month shall be the Maximum Demand; (2) If the Average Power Factor for the month is less than eighty percent (80%) Lagging, the Billing Demand for the month shall be the Maximum Demand increased at the rate of 1% for each 1% of the Average Power Factor below eighty percent (80%) Lagging; (3) If the Average Power Factor for the month is more than ninety percent (90%) Lagging, the Billing Demand for the month shall be the Maximum Demand decreased at the rate of 1% for each 1% of the Average Power Factor above ninety percent (90%) Lagging. The minimum Billing Demand under this Rate Schedule shall be 50 kW.

DETERMINATION OF AVERAGE POWER FACTOR

The Average Power Factor for the month shall be determined by computation from the registration of a Watt-Hour Meter, and a reactive volt-ampere-hour meter, by dividing the registration of the Watt-Hour Meter by the square root of the sum of the square of the registration of the Watt-Hour Meter and the square of the registration of the reactive volt-ampere-hour meter. If the Power Factor is leading during any interval of time, it shall be considered to be unity during such interval of time.

Metering of Power Factor for loads of new Customers for their initial three (3) month period under this Rate Schedule, and for Customers requiring less than 300 kW regularly, may, at the option of the Company, be omitted; in which case the Power Factor of the Customer shall be considered to be within the range of eighty percent (80%) Lagging to ninety percent (90%) Lagging.

THERMAL STORAGE USE

In order to qualify as thermal storage use under this Rate Schedule, the thermal storage system must be capable of supplying at least forty percent (40%) of the Btu's required for the conditioned space during the On-Peak Hours, which are defined as those hours not defined as Off-Peak Hours in this Rate Schedule.

For Customers utilizing thermal storage, the total kWhs billed hereunder will be reduced by the Off-Peak kWh use of thermal storage equipment before application of the Energy Charge provision of this Rate Schedule. The Off-Peak thermal storage energy shall be billed at the Thermal Storage Energy Charge of \$0.100156 per kWh for all Off-Peak thermal storage kWhs used per month.

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RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

Sheet No. 5 of 5

HOURS OF SERVICE

Off-Peak Hours of service applicable to thermal storage use are those commencing at 9:00 p.m. C.S.T. and ending at 9:00 a.m. C.S.T., the following day and twenty-four (24) hours on Saturday, Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On-Peak Hours are all other hours.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Any Customer requesting service under this Rate Schedule for 3,000 kW or more of Demand shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month to month for a period of not more than five (5) Contract Years thereafter unless cancelled by either party giving to the other sixty (60) days’ prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 525
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

Sheet No. 1 of 5

TO WHOM AVAILABLE

Available to Industrial Customers who have substantial requirement for electric metal melting and/or holding equipment and are located adjacent to existing electric facilities adequate to meet the Customer's requirements. Total capacity to be made available under this Rate Schedule is limited to 100 MWs. This Rate Schedule is available to Industrial Customers with electric metal melting and/or holding equipment and a maximum thirty (30) minute On-Peak Demand for a Billing Period that is less than fifty percent (50%) of their maximum thirty (30) minute Off-Peak Demand for that same Billing Period.

A Customer requesting service hereunder is required to contract for a specific amount of electrical capacity which shall be not less than 500 kW. The Company shall not supply Demand in excess of 12,000 kW under this Rate Schedule. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

CHARACTER OF SERVICE

The Company will supply service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and one (1) standard Secondary voltage of 480 volts or above or the available Primary or Transmission Line voltage at the location where service is requested. (See Company Rule 3 for the Company's standard voltages.)

The Customer will supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer's property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching and relaying metering equipment that may be supplied by the Company.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant's Premise and at Applicant's expense. (See Company Rule 3 for the Company's standard voltages.)

HOURS OF SERVICE

Off-Peak Hours of service are those commencing at 7:00 p.m. C.S.T. and ending at 11:00 a.m. C.S.T. the following day and twenty-four (24) hours on Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On-Peak Hours are all other hours, provided, however that the customer may, at its discretion, provide on an annual basis, the five (5) consecutive hours it designates as On-Peak Hours and the remaining three (3) hours will also be considered as Off-Peak Hours.

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RATE 525
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

Sheet No. 2 of 5

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Maximum Demand, Energy consumption and Power Factor, by suitable meters to be installed by the Company.

RATE

The electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. Subject to the adjustments herein provided, said rate is as follows:

Demand Charge

\$16,090.00 per month for the first 500 kW's or less of Billing Demand per month.
\$30.73 per kW per month for all over 500 kW's of Billing Demand per month.

Energy Charge

\$0.068862 per kWh for all kWh's used per month.

If a Customer fails to comply with a Curtailment, the Customer shall be subject to the above Energy Charge during a Curtailment and, the Customer shall also be liable for any charges and/or penalties assessed to Company from any governmental agency(ies) having jurisdiction or duly applicable organization including FERC, MISO, NERC and ReliabilityFirst for failure to comply with a Curtailment. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a Load Modifying Resource.

DEDUCTIONS AND ADJUSTMENTS

1. Metering:

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level at or above a nominal 12,500 volts, the kWh's metered in each Billing Period will be reduced by one percent (1%) before computing the Energy Charge, and the Maximum Demand in each Billing Period will be reduced by one percent (1%) before the Billing Demand is determined. The Company shall provide the Customer an accurate method of Demand clock synchronization or an "On-Peak" start/stop pulse.

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RATE 525
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

Sheet No. 3 of 5

DEDUCTIONS AND ADJUSTMENTS (Continued)

2. Subtransmission and Transmission Service:

If service is taken by the Customer at 34,500 volts or 69,000 volts, and if the Customer supplies and maintains all transformation equipment (34,500 volts or 69,000 volts to utilization voltage), the monthly Demand Charge will be reduced by \$1.27 per kW of monthly Billing Demand.

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the sum of the Demand Charge plus the Energy Charge, subject to the adjustments herein provided; however, in no case shall the monthly Demand Payment be less than \$16,090.00. In addition, applicable Riders as identified in Appendix A shall be added to the monthly Minimum Charge.

DETERMINATION OF MAXIMUM DEMAND

The Customer’s Maximum Demand in any month shall be determined by suitable metering equipment acceptable to the Company. The Customer’s Demand of electric Energy supplied shall be determined for each half-hour interval of the month. The phrase “half-hour interval” shall mean a thirty (30) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month shall be the greatest of the following:

- (1) The maximum metered On-Peak half-hour Demand, adjusted for Power Factor.
- (2) Thirty percent (30%) of the maximum metered Off-Peak half-hour demand, adjusted for Power Factor.
- (3) Seventy-five percent (75%) of the highest Billing Demand established in the immediately preceding eleven (11) months.
- (4) 500 kW.

DETERMINATION OF PEAK POWER FACTOR

The Power Factors shall be calculated, using the maximum On-Peak Demand and the maximum Off-Peak Demand, each expressed in kW, and the Lagging kVAR supplied during the same half-hour interval in which said Demands occur.

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RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

Sheet No. 4 of 5

POWER FACTOR ADJUSTMENT

For Power Factors of less than ninety-five percent (95%) Lagging, the applicable Demand shall be corrected by multiplying said Demand by .95 and dividing by the Power Factor for the same half-hour interval in which said Demand occurs.

If a Power Factor is equal to or in excess of ninety-five (95%) Lagging, then no Power Factor Adjustment is made.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month to month for a period of not more than five (5) Contract Years thereafter unless cancelled by either party giving to the other sixty (60) days' prior written notice of the termination of such contract at the end of the initial period or the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

3. On-Peak Demand

To the extent Customer has a maximum thirty (30) minute On-Peak Demand for a Billing Period that is greater than fifty percent (50%) of their maximum thirty (30) minute Off-Peak Demand for that same Billing Period for three (3) consecutive Billing Periods, then Customer shall not be eligible for this Rate Schedule and Company shall provide service under another applicable Rate Schedule.

4. Exigent Circumstances

To the extent exigent circumstances exist, the Company may by written notice, at its option, make available additional Off-Peak Hours of service.

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METAL MELTING SERVICE

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RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 526
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

Sheet No. 1 of 4

TO WHOM AVAILABLE

Available to Non-Residential Customers who are located on the Company’s electric supply lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

A Customer requesting service hereunder shall be not less than 200 kW of electrical capacity. The Company shall not supply Demand in excess of 15,000 kW under this Rate Schedule.

CHARACTER OF SERVICE

The Company will supply service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and normal distribution service voltage or transmission service voltage of 34,500 volts or 69,000 volts as it has available at the location where service is requested. (See Company Rule 3 for the Company’s standard voltages.)

The Customer will supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer’s property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching and relaying equipment that may be supplied by the Company.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

HOURS OF SERVICE

Off-Peak Hours of service are those commencing at 9:00 p.m. C.S.T. and ending at 9:00 a.m. C.S.T., the following day and twenty-four (24) hours on Saturday, Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Maximum Demand, Energy consumption and kVAR by an IDR to be installed by the Company.

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RATE 526
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

Sheet No. 2 of 4

RATE

The rate for electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. Subject to the adjustments below, the Demand Charge and Energy Charge are as follows:

Demand Charge

- \$7,616.00 per month for the first 200 kW's or less of Billing Demand per month.
- \$36.63 per kW per month for the next 500 kW's of Billing Demand per month.
- \$35.19 per kW per month for the next 1,300 kW's of Billing Demand per month.
- \$34.47 per kW per month for all over 2,000 kW's of Billing Demand per month.

Energy Charge

\$0.060389 per kWh for all kWh's used per month.

ADJUSTMENTS

1. Metering:

If, at the Company's option and in its sole discretion, the metering is installed at a voltage level at or above a nominal 12,000 volts, the kWh's metered will be reduced by one percent (1%) before computing the Energy Charge, and the Maximum Demand in each Billing Period will be reduced by one percent (1%) before the Billing Demand is determined.

2. Primary Service:

If service is taken by the Customer at a nominal 12,000 volts and if the Customer supplies and maintains all transformation equipment (nominal 12,000 volts to utilization voltage), the monthly Demand Charge will be reduced by \$1.02 per kW of monthly Billing Demand.

3. Subtransmission and Transmission Service:

If service is taken by the Customer at 34,500 volts or 69,000 volts, and if the Customer supplies and maintains all transformation equipment (34,500 volts or 69,000 volts to utilization voltage), the monthly Demand Charge will be reduced by \$1.27 per kW of monthly Billing Demand.

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RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

Sheet No. 3 of 4

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the sum of the Demand Charge plus the Energy Charge, subject to the adjustments herein provided; however, in no case shall the monthly Demand Charge be less than \$7,616.00. In addition, applicable Riders as identified in Appendix A shall be added to the monthly Minimum Charge.

DETERMINATION OF MAXIMUM DEMAND

The Customer’s Maximum Demand in any month shall be determined by suitable metering equipment acceptable to the Company. The Customer’s Demand of electric Energy supplied shall be determined for each half-hour interval of the month. The phrase “half-hour interval” shall mean a thirty (30) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month shall be the greatest of the following:

- (1) The maximum metered On-Peak half-hour Demand, adjusted for Power Factor.
- (2) Sixty percent (60%) of the maximum metered Off-Peak half-hour Demand, adjusted for Power Factor.
- (3) Sixty percent (60%) of the highest Billing Demand established in the immediately preceding eleven (11) months.
- (4) 200 kW.

DETERMINATION OF POWER FACTOR

The Power Factors shall be calculated, using the maximum On-Peak Demand and the maximum Off-Peak Demand, each expressed in kW, and the Lagging reactive kilovolt-amperes supplied during the same half-hour interval in which said Demands occur.

POWER FACTOR ADJUSTMENT

For Power Factors of less than ninety-five percent (95%) Lagging, the applicable Demand shall be corrected by multiplying said Demand by .95 and dividing by the Power Factor for the same half-hour interval in which said Demand occurs.

If a Power Factor is equal to or in excess of ninety-five percent (95%) Lagging, then no Power Factor Adjustment is made.

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GENERAL TERMS AND CONDITIONS OF SERVICE

1. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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TO WHOM AVAILABLE

Available to Industrial Customers taking service at Transmission or Subtransmission voltage whose Premises are located adjacent to existing electric facilities having Transmission or Subtransmission capacity sufficient to meet the Customer's requirements. Customer shall contract for a definite amount of electrical demand which shall not be less than 10,000 kW. The Company shall not be obligated to supply electrical Energy in excess of the definite amount specified in the contract.

For multiple Premises held under common ownership or by affiliates (as defined in Indiana Code § 23-1-43-1) and having the same qualifying service voltage, Interval Data Recorder (IDR) meters with 5-minute interval telemetry capability at those Premises can be aggregated for billing purposes if at least one of those meters has a load of 10,000 kW or more for the last 12 months. Transmission charges will be applied to the gross energy consumption (not netted with potential outputs from other qualifying meters) of each individual IDR meter. Netting for Transmission Charges will be allowed for multiple meters at each Customer Premise. The specific IDR meters that will be applied for aggregation will be specified in the contract.

Customer's elections under Rate 531 Tiers 2 and/or Tier 3 shall occur in a window between the day after NIPSCO's compliance filing in each applicable Rate Case to thirty (30) days thereafter. Customer recognizes that in order to implement Tier 3, customer may need to install software including a security certificate to be provided by NIPSCO. The Customer and Company agree to work together during the 30 day period to achieve implementation.

CHARACTER OF SERVICE

The Company will supply metered Transmission or Subtransmission service to the extent of the Transmission capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as it has available at the location where service is requested.

The Customer, at its own expense, shall furnish, supply, install and maintain, beginning at the point of delivery, all necessary equipment for transmitting, protecting, switching, transforming, converting, regulating, and utilizing said electric Energy on the Premise of the Customer.

The Customer will also supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer's property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching, and relaying equipment that may be supplied by the Company.

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CHARACTER OF SERVICE (Continued)

Customers electing Tier 2 and Tier 3 service shall contract for and specify a Tier 2 and Tier 3 Contract Demand for each affected Premise or aggregated Premises under this Rate Schedule. Tier 2 and Tier 3 service shall by default be curtailable. Customers electing service under Tier 2 and Tier 3 of this Rate Schedule shall specify the firm portion of their Tier 2 and Tier 3 Contract Demand for each affected Premise or aggregated Premises that the Customer intends to exclude from MISO Curtailment. Customers shall also meet the applicable Load Modifying Resource (LMR) requirements pursuant to MISO's Tariff Module E-1 or any successor if firm capacity is not purchased or otherwise procured as allowed under Tier 2 and Tier 3. If a Customer's elected service under this Rate Schedule results in curtailable demand under Tier 2 and Tier 3, the Customer shall provide information necessary to satisfy these requirements, including information demonstrating to Company's satisfaction that the Customer has the ability to reduce load to any firm capacity within Tier 1, Tier 2, and Tier 3.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant's Premise and at Applicant's expense. (See Company Rule 3 for the Company's standard voltages.)

SERVICE TIERS

Tier 1: Firm Service

The default Tier 1 Contract Demand election is 30,000 kW with an option to elect above or below that amount down to 10,000 kW. The firm Energy is calculated on an hourly basis. This service is subject to applicable Riders as identified in Appendix A.

Tier 2: Non-Firm Market Price Service

The Customer's Tier 2 Contract Demand is the Customer's Planning Reserve Margin Requirement using the Company's forecasted Coincident Peak demand for the Customer less the Customer's Tier 1 Contract Demand election and any Tier 3 Contract Demand election by the Customer. This service is subject to applicable non-production Riders as identified in Appendix A. Customer will take all Energy under this Tier 2 service at Day-Ahead LMP at the applicable Company Load Zone (NIPS.NIPS)) plus Transmission Charges contained within this Rate Schedule. By September 30 of each year, the Company will share with the Customer its Planning Reserve Margin Requirement, forecasted Coincident Peak demand and the supporting documentation for the values. Customer shall have 30 calendar days to dispute these values. The Company will make all reasonable efforts to resolve any such disputes; however, as the Market Participant, the Company is responsible for all forecasted needs and its subsequent forecast methodology, which is subject to audit by MISO. Company will submit the Customer's Planning Reserve Margin Requirements and Coincident Peak demand on November 1 of each year to comply with MISO's Resource Adequacy Requirements pursuant to the current Annual Resource Adequacy Construct or any successor constructs including a Seasonal Resource Adequacy Construct.

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SERVICE TIERS (Continued)

Tier 2 Contract Demand is firm only to the extent that it is supported by Customer-procured capacity. A customer may procure capacity outside of MISO Zone 6, provided that any charges related to that capacity including delivery into NIPSCO’s zone are directly assigned to the responsible customer and that the customer accepts responsibility for such charges. NIPSCO, as the Market Participant, will register as an LMR at MISO that portion of a Customer’s Tier 2 Contract Demand for which capacity is not procured through MISO’s PRA or contracted through a third party. Such portion of a Customer’s Tier 2 Contract Demand is non-firm, subject to MISO Curtailment. Customers must meet all applicable LMR requirements pursuant to MISO’s Tariff Module E-1 or any successor for this portion of their Tier 2 Contract Demand.

Tier 3: Non-Firm Third Party Generation Service

Customer may elect a Tier 3 Contract Demand up to Customer’s Planning Reserve Margin Requirement using the Company’s forecasted Coincident Peak demand for the Customer less the Customer’s Tier 1 firm Contract Demand election. To the extent a Customer declines to elect the Tier 3 Contract Demand to which it is entitled under this Rate Schedule, it must elect to take Tier 2 Contract Demand. If the Customer elects to take any Tier 3 Contract Demand, NIPSCO, as the Market Participant, will register that Customer as an Asset Owner at MISO. Tier 3 service is subject to applicable non-production Riders as identified in Appendix A. If, under the MISO Asset Owner framework, a Customer has not arranged for any third party Energy with NIPSCO as the contracting Market Participant, Customer will take all Energy under this Tier 3 service at market price (LMP at the applicable Company Load Zone (NIPS.NIPS) plus all applicable MISO market settlement charges plus the Transmission Charge contained within this Rate Schedule. Customer will be responsible for all market settlement charges incurred by either NIPSCO as the Market Participant or the Customer as Asset Owner for any third party Energy or Capacity arrangements including, but not limited to, transmission charges to deliver energy. MISO Market Portal access will be provided as required to carry out MISO Asset Owner functions. All settlements associated with energy offers and demand bids will be passed through to the Customer. By September 30 of each year, pursuant to the current Annual Resource Adequacy Construct or any successor constructs including a Seasonal Resource Adequacy Construct, the Company will share with the Customer its Planning Reserve Margin Requirement, forecasted Coincident Peak demand and the supporting documentation for the values. Customer shall have 30 calendar days to dispute these values. The Company will make all reasonable efforts to resolve any such disputes; however, as the Market Participant, the Company is responsible for all forecasted needs and its subsequent forecast methodology, which is subject to audit by MISO. Company will submit the Customer’s Planning Reserve Margin Requirements and Coincident Peak demand on November 1 of each year to comply with MISO’s Resource Adequacy Requirements pursuant to the current Annual Resource Adequacy Construct or any successor constructs including a Seasonal Resource Adequacy Construct.

Tier 3 Contract Demand is firm only to the extent that it is supported by Customer-procured capacity.

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SERVICE TIERS (Continued)

A customer may procure capacity outside of MISO Zone 6, provided that any charges related to that capacity including delivery into NIPSCO’s zone are directly assigned to the responsible customer and that the customer accepts responsibility for such charges. NIPSCO, as the Market Participant, will register as an LMR at MISO that portion of a Customer’s Tier 3 Contract Demand for which capacity is not procured through MISO’s PRA or contracted through a third party. Such portion of a Customer’s Tier 3 Contract Demand is non-firm, subject to MISO Curtailment. Customers must meet all applicable LMR requirements pursuant to MISO Tariff Module E-1 or any successor for this portion of their Tier 3 Contract Demand.

METER FLOW AND CURTAILMENT ORDER

Definition of meter flow shall be defined as follows:

Meter Flow	Service
↓	Applicable service taken under Rider 576
	Tier 1: Firm Service
	Tier 2: Market Price Service
	Tier 3: Third Party Generation Service

The above meter flow is for Energy only. For MISO Curtailments, the meter flow shall be defined as follows:

Meter Flow	Service
↓	Tier 2 and Tier 3: Non-Firm
	Applicable service taken under Rider 576

MISO CURTAILMENT AND FIRM CAPACITY OPTIONS

The Company shall dispatch Customers for MISO Curtailments at its own discretion in accordance with the limitations specified under this Rate Schedule and the Company Rules. The Company shall register the portion of all Customer Contract Demand above its Tier 1 level as an LMR with MISO and shall be subject to MISO Curtailments under this Rate Schedule. Customer shall meet the applicable LMR requirements pursuant to MISO’s Tariff Module E-1 or any successor. A Customer may elect to reduce all or part of its LMR obligation by procuring capacity in the MISO PRA or capacity through third party arrangements, at the Company’s applicable zone defined within MISO’s PRA pursuant to the current Annual Resource Adequacy Construct or any successor constructs including a Seasonal Resource Adequacy Construct. If Customer elects to reduce all or a portion of its LMR obligation through MISO’s PRA, NIPSCO will self-schedule (price-taker) such capacity on the Customers behalf. Customers that fail to meet the requirements of a LMR or do not otherwise procure capacity will be subject to any capacity replacement/deficiency charges, and any penalties incurred as a result of maintaining Customer’s Resource Adequacy needs.

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MISO CURTAILMENT AND FIRM CAPACITY OPTIONS (Continued)

Notwithstanding anything to the contrary in this rate schedule, Tier 2 and Tier 3 Customers will be provided at least two (2) hours advanced notice of MISO Curtailments. Tier 3 Customers will be able to determine the parameters associated with registration as a LMR, other than curtailment notice time, pursuant to the MISO Tariff and BPM. NIPSCO may add additional time to the LMR notification time to allow for the communication of any MISO curtailment event consistent with MISO LMR requirements.

In the event of a material change in circumstances due to a force majeure, or otherwise, that effects the ability of a Customer to comply with part or all of its LMR obligations with MISO, the Customer shall immediately notify the Company. The Company will in turn notify MISO of a need to change the Customer’s LMR registration. Modifications to LMR intra to the MISO Planning Year may trigger replacement capacity provisions within the MISO Tariff and may require the Customer to procure replacement capacity or pay MISO capacity deficiency charges / penalties.

MISO ASSET OWNER REGISTRATION

For a Customer electing Tier 3 service, registration will follow MISO’s quarterly network model update cycle. During quarterly network model updates, the Company will request registration of a CP Node which is required for participation as an Asset Owner under this Rate Schedule. The CP Node will be mapped to MISO EP Nodes in the same manner as the NIPS.NIPS CP Node to the extent model modifications are allowed under MISO Rules. Refer to the market registration section of the MISO BPM for details on the data required to register.

COMMUNICATIONS, METERING, TELEMETRY, HARDWARE, AND SOFTWARE REQUIREMENTS

The Company shall specify a communications plan, which includes a revenue quality meter and all implementation and operational software required under this Rate Schedule. It is the Customer’s responsibility to comply with that plan. The Customer will pay for the installed cost of additional metering, telemetry, hardware and software development, certificates, and licensing fees that may be required to facilitate service under this Rate Schedule. All such metering shall be compliant with any applicable current and future MISO and/or IURC requirements, including the potential of meter capture on a 5 minute basis. The Customer shall provide the Company with next day remote interrogation of the meter on an hourly level. The Customer may elect to install its own metering, with the Company reserving the right to inspect the equipment and own the equipment once it is installed. At the Customer’s request, metering may be installed by the Company and invoiced at the installed cost to the Customer. Estimated costs of metering and equipment shall be provided prior to installation by the Company, but the Customer shall be responsible for the actual costs of the equipment and installation.

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DEMAND BIDS

For a Customer electing Tier 3 service, the Customer will have the ability to submit Day-Ahead Demand Bids for a portion or all of their Tier 3 daily demand through the MISO Market Portal. Day-Ahead Demand Bids not received by MISO in accordance with the MISO BPM will be settled at Real Time LMPs and assessed any applicable additional MISO charges. Refer to the Demand Bid section of the MISO BPM for details on the requirements of the Demand Bid.

MISO COMMUNICATIONS

For a Customer electing Tier 3 service, all clearing, pricing and settlement activity will be available on the MISO Market Portal. Revenue quality meter data will be interrogated by the Company on a daily basis and submitted by the Company to MISO on behalf of the Customer.

MISO SETTLEMENTS

For a Customer electing Tier 3 service, MISO Settlement Statements are posted daily by MISO to the MISO Market Portal. The Customer shall obtain the MISO Settlement Statements from the MISO Market Portal. The Customer shall be responsible for the review of the Customer's MISO Settlement Statements. All charges reflected on the Customer's MISO Settlement Statements will be the Customer's responsibility and are payable to the Company on a weekly basis. MISO Settlement Statement charges will be determined by the Customer's Day-Ahead Demand Bid (at Day-Ahead LMP) and the imbalance between the Customer's Day-Ahead Demand Bid and the Customer's actual metered Demand (at Real-Time LMP). Any imbalance between the Customer's Day-Ahead Demand Bid and the Customer's actual metered Demand will also be assessed any applicable MISO charges including a Revenue Sufficiency Guarantee charge. MISO Settlement Statements will also include the Customer's share of Market Uplift charges and an administrative fee that is charged by MISO to support the operation of the market. The Customer's MISO Settlement Statements will follow the settlement timeline that is outlined in the MISO BPM, which may also include special resettlements that are deemed necessary by MISO. Refer to the MISO BPM for details on the MISO Settlement Timeline and Settlement Charge calculations.

DISPUTES

For a Customer electing Tier 3 service, the Customer has the right to dispute any MISO charges. The Customer, through the MISO Market Portal, will provide all required data to MISO to support the dispute. The Customer shall notify the Company of any filed disputes and disposition by MISO within 24 hours of such notification. Notification of disputes shall include a copy of the dispute submitted by the Customer along with any correspondence between the Customer and MISO including, but not limited to, the final resolution of the dispute. Notification shall be remitted to the Manager, Market Settlements of the Company. Third party energy and capacity suppliers may also represent the industrial customer's interests in the event of a dispute with MISO, FERC, or the IURC. At a

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DISPUTES (Continued)

minimum, NIPSCO should be kept informed of the dispute process and may need to be a party to the process.

Disputes that have been denied by MISO may be disputed through the MISO Alternative Dispute Resolution (ADR) process in accordance with MISO Rules. The Company as the Market Participant must file ADR disputes on the Customer’s behalf as currently Asset Owners cannot file an ADR. The Customer must provide written notification in compliance with the timelines established by Attachment HH of the MISO Tariff to the Company requesting the Company to proceed with the mechanism available to resolve these disputes outside of the judicial or administrative agency proceedings. This would include informal dispute resolution, or formal mediation or arbitration. The Company will make a good faith effort to prosecute the dispute. The Company will provide the Customer an initial preliminary estimate for costs associated with the ADR. Customer must submit payment in accordance with the estimate established if the Customer wishes to pursue the ADR at MISO. The written notification shall be remitted to the Manager, Market Settlements of the Company.

The hierarchy as it stands allows an Asset Owner to file the dispute with MISO. If the dispute is denied and the Customer wants to pursue it further, the Customer needs to request NIPSCO to file an ADR on its behalf with MISO. If the Customer is unsatisfied with MISO’s decision, it can pursue a complaint with FERC on its own.

It is the responsibility of the Customer to pay all assessed MISO Settlement Statement charges to the Company when due at the time of assessment. Any necessary adjustments to the settlement amounts will be made by MISO after dispute resolution. Refer to the MISO BPM for details on the requirements of the Dispute and ADR process.

REGISTRATION

Customers electing non-firm service and or registration as an LMR will provide all required data to the Company per MISO’s Resource Adequacy BPM. The Company may request additional data as requested by MISO to support any and all Resource Adequacy compliance requests. MISO’s capacity Planning Year is June 1 through May 31 pursuant to the current Annual Resource Adequacy Construct or any successor constructs including a Seasonal Resource Adequacy Construct. All required information must be entered prior to due dates to ensure capacity positions are established. Once the PRA has cleared, modifications can be made per limitations and penalties as outlined in MISO’s Tariff Module E-1.

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REGISTRATION (Continued)

The following table provides an overview of Tier requirements. All requirements and dates are pursuant to MISO’s Tariff Module E-1 or any successor and may be modified by MISO. Customer shall provide required information to the Company ten (10) business days prior to MISO Planning Resource Timeline in accordance with MISO BPM-011, Appendix K:

Requirement	Tier 2	Tier 3
Coincident Peak Demand forecast, Non-Coincident Peak, and energy forecast		X
Existing Load Modifying Resource/Energy Efficiency Resource must be submitted for approval	X	X
New Load Modifying Resource/Energy Efficiency Resource registration to be considered for inclusion in FRAP must be submitted for approval		X
New Load Modifying Resource/Energy Efficiency Resource must be submitted for approval	X	X
Planning Resource Auction offer window is open		X
Planning Resource Auction offer window is closed		X
Planning Resource Auction results posted		X

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Maximum Demand, Energy Consumption and kVAR by an IDR to be installed by the Company.

RATE

Rates charged for service rendered under this Rate Schedule are based upon the measurement of electric Energy at the voltage supplied to the Customer.

After aggregation of Customer’s Premises, Customer Energy delivered onto the Company’s Transmission or Subtransmission system at an integrated hourly level shall be paid to the Customer at the Real Time LMP at the Company’s Load Zone.

The electric service and Energy supplied hereunder shall be billed under a three-part rate consisting of a Demand Charge, Energy Charge, and Transmission Charge, and applicable Riders as identified in Appendix A. The Demand Charge, Energy Charge, and Transmission Charge are as follows:

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RATE (Continued)

Demand Charge

Tier 1

\$27.28 per kW per month

Energy Charge

Tier 1

\$0.038072 per kWh for all kWhs used per the month.

Tier 2

All kWhs used above the specified Tier 1 Firm Contract Demand shall be subject to an Energy Charge equal to the Day Ahead LMP for the Company’s Load Zone, if Customer does not have a Tier 3 Contract Demand. If Customer has a Tier 3 Contract Demand, all kWhs used above the specified Tier 1 Firm Contract Demand not in excess of Tier 2 Contract Demand shall be subject to an Energy Charge equal to the Day Ahead LMP for the Company’s Load Zone.

Tier 3

All kWhs used above the specified Tier 1 and Tier 2 Contract Demand shall be subject to MISO Settlement Charges related to a Customer’s Asset Owner activity.

Transmission Charge

\$0.012362 per kWh for the gross Energy consumed at each IDR, netted by Premise (Tier 1, Tier 2, and Tier 3).

Adjacent Affiliate Qualifying Facility Premise Transmission Charge

\$0.003709 per kWh for the gross Energy transferred from a premise with behind the meter generation to an adjacent premise held under common ownership or by affiliates (as defined in Indiana Code § 23-1-43-1). If the Customer’s premises were served under NIPSCO’s prior Rate 732 on October 31, 2018, the gross Energy transferred from a premise will be determined by netting in the applicable monthly billing period the amount of self-generated Energy and metered consumption.

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DETERMINATION OF DEMAND

The Customer’s Demand of electric Energy supplied shall be determined for each half-hour interval of the month and said demand in kW for each half-hour interval shall be two (2) times the number of kWh recorded during each half-hour interval. The phrase “half-hour interval” shall mean the thirty (30) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

The Customer’s current integrated Demand shall be determined for each MISO settlement period for load as the total kWh recorded during that MISO settlement period multiplied by the ratio of 60 minutes to the total number of minutes in that MISO settlement period.

DETERMINATION OF LAGGING kVAR

The Customer’s requirements in Lagging kVAR shall be determined for each half-hour interval of the month and shall be two (2) times the number of Lagging kVAR Hours recorded during each half-hour interval. No effect whatsoever shall be given hereunder to Customer’s leading kVAR, if any.

ADJUSTMENT FOR CUSTOMER’S PEAK HOURS LAGGING kVAR

The number of kVAR shall be computed each month for a Power Factor of eighty-five percent (85%) Lagging using as the basis of said computation, the Customer’s Maximum Demand for the month during the Peak Period hours thereof.

If the Customer’s Maximum Peak Period Requirement in Lagging kVAR for the month is greater than the number of kVAR at a Power Factor of eighty-five percent (85%) Lagging, as determined above, an amount equal to the product of \$0.32 times said difference shall be added to the Customer’s Bill.

If the Customer’s Maximum Peak Period Requirement in Lagging kVAR for the month is less than the number of kVAR at a Power Factor of eighty-five percent (85%) Lagging, as determined above, an amount equal to the product of \$0.32 times said difference shall be deducted from the Customer’s Bill.

The Customer agrees to control and limit Maximum Off-Peak (weekdays 22:00 – 06:00 CST, all weekend hours, and all hours during NERC holidays) Period Requirement in Lagging kVAR so that, as related to the Maximum Off-Peak Period kW Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging kVAR and the Maximum Peak Period kW Demand; except that if such Maximum Off-Peak Period kW Demand is less than the Maximum Peak Period kW Demand, the Customer’s Maximum Off-Peak Period Requirement in Lagging kVAR may equal the Customer’s Maximum Peak Period Requirement in Lagging kVAR.

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CUSTOMER LOAD INFORMATION

If requested by the Company, the Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of July each year a statement of the Customer’s estimates of the Customer’s future load on the Company by months for a subsequent period of thirty (30) months.

On a daily basis, the Customer shall also make a good faith effort to provide the Company in writing with an accurate hourly load forecast for three (3) to ten (10) days into the future. The Customer shall make best efforts to ensure its hourly load forecast reflects actual operational and outage plans and provide updates to the Company to the extent hourly load forecasts change materially.

The Customer’s dispatcher shall cooperate with the Company’s dispatcher by furnishing, from time to time, such load information and operating schedules which will enable the Company to plan its market operations.

The accuracy of the information herein called for is not guaranteed by the Customer and reliance thereon shall be at the sole risk of the Company.

Failure by the Customer to provide requested information on an ongoing basis may result in Customer being moved to another Rate Schedule upon ninety (90) days’ notice from the Company to Customer.

CUSTOMER’S FAILURE TO COMPLY WITH REQUESTED MISO CURTAILMENT

A Customer is deemed to have failed to comply with a MISO Curtailment when the Customer’s current integrated Demand, as measured by the meters installed by the Company (netted across aggregated Customer Premises, if applicable), has not decreased to a level of the sum of the Customer’s specified Tier 1, firm Tier 2 and firm Tier 3 Contract Demands.

If a Customer fails to comply with a MISO Curtailment, the Customer shall be liable for any charges and/or penalties from any governmental agency(ies) having jurisdiction or duly applicable organization including MISO, FERC, NERC and ReliabilityFirst for failure to comply with a MISO Curtailment. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a LMR to the extent such penalties are specifically invoked on the Company due to the failure of the Customer to comply with the Curtailment.

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GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than five (5) Contract Years. The Customer maintains the ability to cancel the contract if the entire Premise is closing. For customers who are aggregating Premises, if one Premise closes, the Customer may modify its Tier 1 Contract Demand with 12 months' notice, but it may not go below 10,000 kW. For a Customer partially closing a Premise, the Customer may modify its Tier 1 Contract Demand with 12 months' notice, but it may not go below 10,000 kW. The Customer may increase the Tier 1 firm Contract Demand election with five (5) years' notice and a period of not less than five (5) Contract Years. On a quarterly basis, consistent with the MISO Commercial Model timing, a Customer may elect to move all, or a portion, of its election(s) under Tier 2 and Tier 3 between such.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Third Party Contracts

Any Third Party Contracts for energy under Tier 3 and/or capacity under Tier 2 and/or Tier 3 shall include, at a minimum, the following provisions:

- i. identify NIPSCO as the Market Participant for the retail customer at MISO;
- ii. reference NIPSCO's market-based rate authority with FERC;
- iii. clearly state the Rate 531 customer remains a retail customer of NIPSCO;
- iv. indemnify NIPSCO from any financial or performance obligations under any physical energy or capacity agreement (the terms of any such agreement will link to the end use customer, who will wholly bear the risk associated with its contractual obligations);
- v. incorporate relevant provisions of the Rate 531 tariff;
- vi. all pricing provisions in any agreement may be redacted by the customer; however NIPSCO reserves the right to request and be provided redacted information if determined necessary; and
- vii. any information shared with NIPSCO shall be subject to a confidentiality agreement.

3. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

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**RATE 531
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE - LARGE**

GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

4. Customer Disqualification

Under this Rate Schedule and / or applicable Riders to this Rate Schedule, any Customer that is found to be engaging in activity that is determined to be a violation of market manipulation or antitrust rules / laws may be subject to disqualification from eligibility for Tier 3 of this Rate Schedule if any such activity disqualifies the Customer from meeting obligations set forth under this Rate Schedule. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a LMR, any market damages, or private party damages. By taking service under this Rate Schedule, the Customer agrees to fully participate in any investigation into possible violation(s).

Any Customer that is disqualified from eligibility for service under Tier 3 service shall have all of its Tier 3 Contract Demand moved to Tier 2 with all of the Customer's Tier 2 Contract Demand, including any pre-existing Tier 2 Contract Demand of the Customer, covered with capacity through MISO's PRA and replacement capacity provisions within the MISO Tariff and may require Customer to procure replacement capacity or pay MISO capacity deficiency charges / penalties. The Customer will not be eligible for Tier 3 service and LMR registration for a period of five (5) years. After the five (5) year period, the Customer may be allowed to return to Tier 3 under this Rate Schedule or successor.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules, IURC Rules, and MISO Rules.



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TO WHOM AVAILABLE

Available to Industrial Customers taking service at Transmission or Subtransmission voltage whose plants are located adjacent to existing electric facilities having Transmission or Subtransmission capacity sufficient to meet the Customer’s requirements.

The Customer shall contract for a definite amount of electrical capacity which shall be not less than 15,000 kW and not exceed 25,000 kW. Those Premises being served under Rate 732 on October 31, 2018 that satisfy the maximum capacity limitation may elect to be grandfathered into Rate 532 and those Premises shall remain eligible for this Rate Schedule regardless of any change in name, ownership, or operation of those facilities. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

Customers taking Back-up, Maintenance and Temporary Services under this Rate Schedule shall be subject to Curtailments when curtailment of the Company’s Customers under Rate 531 is insufficient. Service under this Rate Schedule is subject to the conditions set forth in this Rate and the Company Rules. Except for Buy-Through Energy under Temporary Service or Back-up Service, this Rate Schedule shall be subject to other Riders as identified on Appendix A.

CHARACTER OF SERVICE FOR SUPPLY OF METERED TRANSMISSION OR SUBTRANSMISSION SERVICE

The Company will supply Primary of metered Transmission or Subtransmission service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as it has available at the location where service is requested.

The Customer, at its own expense, shall furnish, supply, install and maintain, beginning at the point of delivery, all necessary equipment for transmitting, protecting, switching, transforming, converting, regulating, and utilizing said electric Energy on the Premise of the Customer.

The Customer will also supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer’s property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching, and relaying equipment that may be supplied by the Company.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

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CHARACTER OF SERVICE FOR BACK-UP, MAINTENANCE AND TEMPORARY SERVICE

Subject to the provisions applicable to Back-up, Maintenance or Temporary Service under this Rate Schedule, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration of said capacity needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration of said capacity available to the Customer.

Back-up Service

Subject to the requirements of Back-up Service under this Rate Schedule, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. Confirmation of a Customer request for Back-up Service under this Rate Schedule shall not be withheld by the Company provided the request for Back-up Service is made in full conformance with the terms and conditions for Back-up Service under this Rate Schedule.

A Customer with verified electric generation capable of meeting the efficiency standards established for a Cogeneration Facility (“Cogeneration Systems”) may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to forty-five (45) calendar days per Cogeneration System per twelve (12) rolling months. Eligibility for Back-Up Service requires a contract between the Customer and the Company that includes information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

Maintenance Service

Subject to the requirements of Maintenance Service under this Rate Schedule, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

Temporary Service

Subject to the requirements of Temporary Service under this Rate Schedule, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. To the extent Customer requests Temporary Service and Company denies such a request under this Rate Schedule, Customer may elect to buy-through subject to the Demand and Energy Charges during buy-through provided under this Rate Schedule. Customer may not elect to buy-through under this Rate Schedule if Company has initiated a Curtailment(s) on its system.

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DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The Supply of Metered Transmission or Subtransmission service under this Rate Schedule shall be measured as to Maximum Demand, Energy Consumption and kVAR by an Interval Data Recorder (IDR) meter to be installed by the Company.

RATE

Supply of Metered Transmission or Subtransmission Service

Rates charged for service rendered under this Rate Schedule are based upon the measurement of electric Energy at the voltage supplied to the Customer.

The electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. The Demand Charge and Energy Charge are as follows:

Demand Charge

The Demand Charge for any month shall be:
\$15.34 per kW per month of Billing Demand

Energy Charge

\$0.069306 per kWh for Energy used per month for the first 450 hours of Billing Demand in the month.
\$0.141337 per kWh for Energy used per month in excess of 450 hours of Billing Demand in the month up to and including 500 hours.
\$0.250905 per kWh for Energy used per month in excess of 500 hours of Billing Demand in the month.

Back-up Service

Demand Charge

The Demand Charge shall be the Supply of Metered Transmission or Subtransmission service Demand Charge under this Rate Schedule, divided by the number of calendar days within the applicable calendar month, per kW per day.

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Back-up Service (Continued)

Energy Charge

All kWhs used for Back-up Service shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel adder of \$0.002426 per kWh and considered first through the meter.

All Energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Back-up Service capacity, or (ii) the total energy consumed by the Customer under this Rate Schedule, during the period in which Back-up Service capacity was taken by the Customer.

Maintenance Service

For Customers (i) requesting service in writing at least twenty (20) days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of sixty (60) calendar days in any twelve (12) month rolling period:

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.55 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.31 per kW per day.

Energy Charge

The Energy Charge for all maintenance kWhs for Customers under this Rate Schedule shall be the base rate first 450 hours Energy Charge above. The first 450 hours Energy Charge for the Supply of Metered Transmission or Subtransmission service for all Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least forty-eight (48) hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within twenty-four (24) hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rate Schedule.

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Temporary Service

Demand Charge – Except as defined for buy-through described below

- \$0.69 per kW per day for the first thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.04 per kW per day for the second thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.39 per kW per day for the third thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period; and
- \$2.77 per kW per day for all calendar days in excess of ninety (90) calendar days of temporary Demand taken in any twelve (12) month rolling period.

Energy Charge – Except as defined for buy-through described below

The Energy Charge for all temporary kWhs for Customers under this Rate Schedule shall be the base rate first 450 hours Energy Charge for the Supply of Metered Transmission or Subtransmission service for all Energy for Temporary Service billed on an hourly basis and considered first through the meter.

All Energy for Temporary Service shall be billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Temporary Service capacity, or (ii) the total Energy consumed by the Customer under this Rate Schedule, during the period in which Temporary Service capacity was taken by the Customer.

Buy-Through Temporary Service

Demand Charge

There shall be no Demand Charge for Temporary Service during a buy-through event.

Energy Charge

All kWhs used for Temporary Service during buy-through shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel Energy Charge of \$0.002426 per kWh.

All Energy for Temporary Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the requested Temporary Service capacity, or (ii) the total Energy consumed by the Customer under this Rate Schedule, during the period in which Temporary Service capacity was taken with buy-through by the Customer.

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Buy-Through Temporary Service (Continued)

Subject to the amount requested by Customer, during a buy-through event there is no cap on kWhs imported or duration of buy-through for that applicable operating day. Buy-through days do not count toward the number of days of Temporary Service during any rolling twelve (12) month period.

DETERMINATION OF DEMAND

Supply of Metered Transmission or Subtransmission Service

The Customer’s Demand of electric Energy supplied shall be determined for each half-hour interval of the month and said Demand in kW for each half-hour interval shall be two (2) times the number of kWhs recorded during each half-hour interval. The phrase “half-hour interval” shall mean the thirty (30) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

Supply of Metered Transmission or Subtransmission Service

The Billing Demand for the month shall be the greatest of the following:

- (1) Seventy-five percent (75%) of the Contract Demand to serve the Customer for the Billing Period.
- (2) The maximum half-hour Demand registered for the Billing Period during the On-Peak Hours subtracting from the Demand for each half-hour interval of the On-Peak Hours of the Billing Period the Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
- (3) The largest of the number of kW determined by subtracting from the Demand for each half-hour interval of the Off-Peak Hours of the Billing Period the Surplus Capacity allotted and/or Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
- (4) Seventy-five percent (75%) of the highest Billing Demand established in the immediately preceding eleven (11) months, adjusted as follows, if the Company’s obligation to serve is increased or decreased. Each time the Company’s obligation to serve is increased or decreased, the highest Billing Demand established in the immediately preceding eleven (11) months shall be adjusted by a ratio of the Company’s current obligation to serve to the Company’s obligation to serve in the month of the highest Billing Demand before multiplying by seventy-five percent (75%).

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Back-up, Maintenance Service and Temporary Service

The Billing Demand for the day for Back-up, Maintenance and Temporary Service shall be the confirmed amount of Back-up, Maintenance and Temporary Service.

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rate Schedule, Customer shall not be charged for the amount recalled.

DETERMINATION OF LAGGING kVAR

Supply of Metered Transmission or Subtransmission Service

The Customer’s requirements in Lagging kVAR shall be determined for each half-hour interval of the month and shall be two (2) times the number of Lagging kVAR Hours recorded during each half-hour interval. No effect whatsoever shall be given hereunder to Customer’s leading kVAR, if any.

ADJUSTMENT FOR CUSTOMER’S PEAK HOURS LAGGING kVAR

The number of kVAR shall be computed each month for a Power Factor of eighty-five percent (85%) Lagging using as the basis of said computation, the Customer’s Maximum Demand for the month during the Peak Period hours thereof.

If the Customer’s Maximum Peak Period Requirement in Lagging kVAR for the month is greater than the number of kVAR at a Power Factor of eighty-five percent (85%) Lagging, as determined above, an amount equal to the product of \$0.32 times said difference shall be added to the Customer’s Bill.

If the Customer’s Maximum Peak Period Requirement in Lagging kVAR for the month is less than the number of kVAR at a Power Factor of eighty-five percent (85%) Lagging, as determined above, an amount equal to the product of \$0.32 times said difference shall be deducted from the Customer’s Bill.

The Customer agrees to control and limit Maximum Off-Peak (weekdays 22:00 – 06:00 CST, all weekend hours, and all hours during NERC holidays) Period Requirement in Lagging kVAR so that, as related to the Maximum Off-Peak Period kW Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging kVAR and the Maximum Peak Period kW Demand; except that if such Maximum Off-Peak Period kW Demand is less than the Maximum Peak Period kW Demand, the Customer’s Maximum Off-Peak Period Requirement in Lagging kVAR may equal the Customer’s Maximum Peak Period Requirement in Lagging kVAR.

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CUSTOMER LOAD INFORMATION

Supply of Metered Transmission or Subtransmission Service

If requested by the Company, the Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of August each year a statement of the Customer’s estimates of the Customer’s future load on the Company by months for a subsequent period of thirty (30) months.

The Customer shall also make a good faith effort to provide the Company in writing with an accurate hourly load forecast on a daily basis.

The Customer shall notify the Company in writing of any material increase in load no less than sixty (60) days prior to the addition of that load.

The Customer’s dispatcher shall cooperate with the Company’s dispatcher by furnishing, from time to time, such load information and operating schedules which will enable the Company to plan its generating operations.

The accuracy of the information herein called for is not guaranteed by the Customer and reliance thereon shall be at the sole risk of the Company.

Failure by the Customer to provide requested information on an ongoing basis may result in Customer being moved to another Rate Schedule upon ninety (90) days’ notice from the Company to Customer.

SURPLUS CAPACITY

The Company, at its option, may make available from time to time to the Customer without any additional Demand Charge, “Surplus Capacity” that may be available in the generating, transmission, and distribution system of the Company used in serving the Customer. Such Surplus Capacity allotted by the Company will not exceed (i) fifteen percent (15%) of Contract Demand, or (ii) the number of kW’s that the Customer requests and is ready, able, and willing to use, and when allotted, shall be available to the Customer only during the Off-Peak Hours.

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SURPLUS CAPACITY (Continued)

- 1. The Off-Peak Hours under this Rate Schedule shall be as follows:

Off-Peak Hours are defined as: weekdays 22:00 – 06:00 CST, all weekend hours, and all hours during NERC holidays. However, by written notice, the selected Off-Peak Hours as it relates to Surplus Capacity under this Rate Schedule may be amended but shall not be less than a total of nine (9) hours or more than a total of thirteen (13) hours during any weekday, Monday through Friday, not less than nine (9) hours on Saturday, and twenty-four (24) hours on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The periods of time so selected by the Company shall be such that at no time shall a period of such hours be less than six (6) consecutive hours in duration.

- 2. The quantity of Surplus Capacity available to the Customer shall be allotted as follows:

The quantity of Surplus Capacity allotted to the Customer by the Company and the hours to be included in the Off-Peak Hours will be communicated by written notice to the Customer from the Company, and will be available to the Customer for the period of time specified, but not in excess of three (3) calendar months. The Company may, from time to time, upon not less than one (1) hours’ notice, reduce or withdraw in entirety, the quantity of Surplus Capacity allotted in the Off-Peak Hours of any day or days.

- 3. The “On-Peak Hours” shall be all times not included in the Off-Peak Hours under this Rate Schedule.

GENERAL TERMS AND CONDITIONS OF SERVICE

- 1. **Contract for Supply of metered Transmission and Subtransmission service**

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month to month for a period of not more than five (5) Contract Years thereafter unless terminated by either party giving to the other party sixty (60) days’ prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

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GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

2. Contract For Back-Up Service

Any Customer requesting Back-Up Service under this Rate Schedule shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month-to-month thereafter unless cancelled by either party giving to the other party sixty (60) days prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

3. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules, IURC Rules and for Transition Service MISO Rules.

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TO WHOM AVAILABLE

Available to Industrial Customers taking service at Transmission or Subtransmission voltage whose plants are located adjacent to existing electric facilities having Transmission or Subtransmission capacity sufficient to meet the Customer’s requirements.

The Customer shall contract for a definite amount of electrical capacity which shall be not less than 10,000 kW and not exceed 25,000 kW. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

Customers taking Back-up, Maintenance and Temporary Services under this Rate Schedule shall be subject to Curtailments when curtailment of the Company’s Customers under Rate 531 is insufficient. Service under this Rate Schedule is subject to the conditions set forth in this Rate and the Company Rules. Except for Buy-Through Energy under Temporary Service or Back-up Service, this Rate Schedule shall be subject to other Riders as identified on Appendix A.

CHARACTER OF SERVICE FOR SUPPLY OF METERED TRANSMISSION OR SUBTRANSMISSION SERVICE

The Company will supply Primary of metered Transmission or Subtransmission service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as it has available at the location where service is requested.

The Customer, at its own expense, shall furnish, supply, install and maintain, beginning at the point of delivery, all necessary equipment for transmitting, protecting, switching, transforming, converting, regulating, and utilizing said electric Energy on the Premise of the Customer.

The Customer will also supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer’s property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching, and relaying equipment that may be supplied by the Company.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant’s Premise and at Applicant’s expense. (See Company Rule 3 for the Company’s standard voltages.)

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CHARACTER OF SERVICE FOR BACK-UP, MAINTENANCE AND TEMPORARY SERVICE

Subject to the provisions applicable to Back-up, Maintenance or Temporary Service under this Rate Schedule, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration of said capacity needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration of said capacity available to the Customer.

Back-up Service

Subject to the requirements of Back-up Service under this Rate Schedule, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. Confirmation of a Customer request for Back-up Service under this Rate Schedule shall not be withheld by the Company provided the request for Back-up Service is made in full conformance with the terms and conditions for Back-up Service under this Rate Schedule.

A Customer with verified electric generation capable of meeting the efficiency standards established for a Cogeneration Facility (“Cogeneration Systems”) may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to forty-five (45) calendar days per Cogeneration System per twelve (12) rolling months. Eligibility for Back-Up Service requires a contract between the Customer and the Company that includes information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

Maintenance Service

Subject to the requirements of Maintenance Service under this Rate Schedule, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

Temporary Service

Subject to the requirements of Temporary Service under this Rate Schedule, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. To the extent Customer requests Temporary Service and Company denies such a request under this Rate Schedule, Customer may elect to buy-through subject to the Demand and Energy Charges during buy-through provided under this Rate Schedule. Customer may not elect to buy-through under this Rate Schedule if Company has initiated a Curtailment(s) on its system.

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DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The Supply of Metered Transmission or Subtransmission service under this Rate Schedule shall be measured as to Maximum Demand, Energy Consumption and kVAR by an Interval Data Recorder (IDR) meter to be installed by the Company.

RATE

Supply of Metered Transmission or Subtransmission Service

Rates charged for service rendered under this Rate Schedule are based upon the measurement of electric Energy at the voltage supplied to the Customer.

The electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. The Demand Charge and Energy Charge are as follows:

Demand Charge

\$23.82 per kW per month of Billing Demand

Energy Charge

\$0.059434 per kWh for Energy used in the month for the first 600 hours of the Billing Demand in the month

\$0.054901 per kWh for Energy used in the month in excess of 600 hours up to and including 660 hours of Billing Demand in the month

\$0.053395 per kWh for Energy used in the month in excess of 660 hours of the Billing Demand in the month

Back-up Service

Demand Charge

The Demand Charge shall be the Supply of Metered Transmission or Subtransmission service Demand Charge under this Rate Schedule, divided by the number of calendar days within the applicable calendar month, per kW per day.

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Back-up Service (Continued)

Energy Charge

All kWhs used for Back-up Service shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel adder of \$0.002426 per kWh and considered first through the meter.

All Energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Back-up Service capacity, or (ii) the total energy consumed by the Customer under this Rate Schedule, during the period in which Back-up Service capacity was taken by the Customer.

Maintenance Service

For Customers (i) requesting service in writing at least twenty (20) days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of sixty (60) calendar days in any twelve (12) month rolling period:

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.55 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.31 per kW per day.

Energy Charge

The Energy Charge for all maintenance kWhs for Customers under this Rate Schedule shall be the base rate Energy Charge above. Energy Charge for the Supply of Metered Transmission or Subtransmission service for all Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least forty-eight (48) hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within twenty-four (24) hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rate Schedule.

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Temporary Service

Demand Charge – Except as defined for buy-through described below

- \$0.69 per kW per day for the first thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.04 per kW per day for the second thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.39 per kW per day for the third thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period; and
- \$2.77 per kW per day for all calendar days in excess of ninety (90) calendar days of temporary Demand taken in any twelve (12) month rolling period.

Energy Charge – Except as defined for buy-through described below

The Energy Charge for all temporary kWhs for Customers under this Rate Schedule shall be the base rate Energy Charge for the Supply of Metered Transmission or Subtransmission service for all Energy for Temporary Service billed on an hourly basis and considered first through the meter.

All Energy for Temporary Service shall be billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Temporary Service capacity, or (ii) the total Energy consumed by the Customer under this Rate Schedule, during the period in which Temporary Service capacity was taken by the Customer.

Buy-Through Temporary Service

Demand Charge

There shall be no Demand Charge for Temporary Service during a buy-through event.

Energy Charge

All kWhs used for Temporary Service during buy-through shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel Energy Charge of \$0.002426 per kWh.

All Energy for Temporary Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the requested Temporary Service capacity, or (ii) the total Energy consumed by the Customer under this Rate Schedule, during the period in which Temporary Service capacity was taken with buy-through by the Customer.

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Buy-Through Temporary Service (Continued)

Subject to the amount requested by Customer, during a buy-through event there is no cap on kWhs imported or duration of buy-through for that applicable operating day. Buy-through days do not count toward the number of days of Temporary Service during any rolling twelve (12) month period.

DETERMINATION OF DEMAND

Supply of Metered Transmission or Subtransmission Service

The Customer’s Demand of electric Energy supplied shall be determined for each half-hour interval of the month and said Demand in kW for each half-hour interval shall be two (2) times the number of kWhs recorded during each half-hour interval. The phrase “half-hour interval” shall mean the thirty (30) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

Supply of Metered Transmission or Subtransmission Service

The Billing Demand for the month shall be the greatest of the following:

- (1) Seventy-five percent (75%) of the Contract Demand to serve the Customer for the Billing Period.
- (2) The maximum half-hour Demand registered for the Billing Period during the On-Peak Hours subtracting from the Demand for each half-hour interval of the On-Peak Hours of the Billing Period the Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
- (3) The largest of the number of kW determined by subtracting from the Demand for each half-hour interval of the Off-Peak Hours of the Billing Period the Surplus Capacity allotted and/or Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
- (4) Seventy-five percent (75%) of the highest Billing Demand established in the immediately preceding eleven (11) months, adjusted as follows, if the Company’s obligation to serve is increased or decreased. Each time the Company’s obligation to serve is increased or decreased, the highest Billing Demand established in the immediately preceding eleven (11) months shall be adjusted by a ratio of the Company’s current obligation to serve to the Company’s obligation to serve in the month of the highest Billing Demand before multiplying by seventy-five percent (75%).

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Back-up, Maintenance Service and Temporary Service

The Billing Demand for the day for Maintenance Service shall be the greater of (i) the granted Maintenance Service capacity times eighty (80%) or the actual amount of Maintenance Service taken by the customer above the Transmission or Subtransmission Billing Demand.

The Billing Demand for the day for Back-up and Temporary Service shall be the confirmed amount of Back-up, Maintenance and Temporary Service.

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rate Schedule, Customer shall not be charged for the amount recalled.

DETERMINATION OF LAGGING kVAR

Supply of Metered Transmission or Subtransmission Service

The Customer’s requirements in Lagging kVAR shall be determined for each half-hour interval of the month and shall be two (2) times the number of Lagging kVAR Hours recorded during each half-hour interval. No effect whatsoever shall be given hereunder to Customer’s leading kVAR, if any.

ADJUSTMENT FOR CUSTOMER’S PEAK HOURS LAGGING kVAR

The number of kVAR shall be computed each month for a Power Factor of eighty-five percent (85%) Lagging using as the basis of said computation, the Customer’s Maximum Demand for the month during the Peak Period hours thereof.

If the Customer’s Maximum Peak Period Requirement in Lagging kVAR for the month is greater than the number of kVAR at a Power Factor of eighty-five percent (85%) Lagging, as determined above, an amount equal to the product of \$0.32 times said difference shall be added to the Customer’s Bill.

If the Customer’s Maximum Peak Period Requirement in Lagging kVAR for the month is less than the number of kVAR at a Power Factor of eighty-five percent (85%) Lagging, as determined above, an amount equal to the product of \$0.32 times said difference shall be deducted from the Customer’s Bill.

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ADJUSTMENT FOR CUSTOMER’S PEAK HOURS LAGGING kVAR (Continued)

The Customer agrees to control and limit Maximum Off-Peak (weekdays 22:00 – 06:00 CST, all weekend hours, and all hours during NERC holidays) Period Requirement in Lagging kVAR so that, as related to the Maximum Off-Peak Period kW Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging kVAR and the Maximum Peak Period kW Demand; except that if such Maximum Off-Peak Period kW Demand is less than the Maximum Peak Period kW Demand, the Customer’s Maximum Off-Peak Period Requirement in Lagging kVAR may equal the Customer’s Maximum Peak Period Requirement in Lagging kVAR.

CUSTOMER LOAD INFORMATION

Supply of Metered Transmission or Subtransmission Service

If requested by the Company, the Customer shall cooperate with the Company by furnishing the Company in writing on or before the first day of August each year a statement of the Customer’s estimates of the Customer’s future load on the Company by months for a subsequent period of thirty (30) months.

The Customer shall also make a good faith effort to provide the Company in writing with an accurate hourly load forecast on a daily basis.

The Customer shall notify the Company in writing of any material increase in load no less than sixty (60) days prior to the addition of that load.

The Customer’s dispatcher shall cooperate with the Company’s dispatcher by furnishing, from time to time, such load information and operating schedules which will enable the Company to plan its generating operations.

The accuracy of the information herein called for is not guaranteed by the Customer and reliance thereon shall be at the sole risk of the Company.

Failure by the Customer to provide requested information on an ongoing basis may result in Customer being moved to another Rate Schedule upon ninety (90) days’ notice from the Company to Customer.

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SURPLUS CAPACITY

The Company, at its option, may make available from time to time to the Customer without any additional Demand Charge, “Surplus Capacity” that may be available in the generating, transmission, and distribution system of the Company used in serving the Customer. Such Surplus Capacity allotted by the Company will not exceed (i) fifteen percent (15%) of Contract Demand, or (ii) the number of kW that the Customer requests and is ready, able, and willing to use, and when allotted, shall be available to the Customer only during the Off-Peak Hours.

- 1. The Off-Peak Hours under this Rate Schedule shall be as follows:

Off-Peak Hours are defined as: weekdays 22:00 – 06:00 CST, all weekend hours, and all hours during NERC holidays. However, by written notice, the selected Off-Peak Hours as it relates to Surplus Capacity under this Rate Schedule may be amended but shall not be less than a total of nine (9) hours or more than a total of thirteen (13) hours during any weekday, Monday through Friday, not less than nine (9) hours on Saturday, and twenty-four (24) hours on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The periods of time so selected by the Company shall be such that at no time shall a period of such hours be less than six (6) consecutive hours in duration.

- 2. The quantity of Surplus Capacity available to the Customer shall be allotted as follows:

The quantity of Surplus Capacity allotted to the Customer by the Company and the hours to be included in the Off-Peak Hours will be communicated by written notice to the Customer from the Company, and will be available to the Customer for the period of time specified, but not in excess of three (3) calendar months. The Company may, from time to time, upon not less than one (1) hours’ notice, reduce or withdraw in entirety, the quantity of Surplus Capacity allotted in the Off-Peak Hours of any day or days.

- 3. The “On-Peak Hours” shall be all times not included in the Off-Peak Hours under this Rate Schedule.

GENERAL TERMS AND CONDITIONS OF SERVICE

- 1. **Contract for Supply of metered Transmission and Subtransmission service**

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month to month for a period of not more than five (5) Contract Years thereafter unless terminated by either party giving to the other party sixty (60) days’ prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

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GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Contract For Back-Up Service

Any Customer requesting Back-Up Service under this Rate Schedule shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month-to-month thereafter unless cancelled by either party giving to the other party sixty (60) days prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

3. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules, IURC Rules and for Transition Service MISO Rules.

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**RATE 541
RATE FOR ELECTRIC SERVICE
MUNICIPAL POWER**

Sheet No. 1 of 2

TO WHOM AVAILABLE

Available to municipalities, the Indiana Department of Natural Resources and to corporations or persons operating under exclusive franchise in furnishing water service at retail within a municipality for electric power service for water pumping purposes. Customer facilities must be located on the Company's electric supply lines suitable and adequate for supplying the service requested.

Lighting Service will be supplied under this Rate Schedule only if it is incidental to the power load served and the lighting service in kW Demand and kWh usage is less than fifteen percent (15) of the kWhs respectively of the power load. Service is subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

The Company will supply service from its electric supply lines at only such frequency, phase, regulation, and Primary voltage as it has available in the location where service is requested. If transformation of voltage is desired by the Customer, the Company will transform its Primary voltage to one standard Secondary voltage. (See Company Rule 3 for the Company's standard voltages.)

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant's Premise and at Applicant's expense. (See Company Rule 3 for the Company's standard voltages.)

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Energy consumption by a Watt-Hour Meter to be installed by the Company.

RATE

Energy Charge

\$0.151946 per kWh used per month.

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MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be based on the connected load at each location or on the number of installed Fire and Civil Defense warning signals if these are the entire electric load. The minimum shall be \$3.21 per horsepower or fraction thereof per month for the first 25 horsepower of the connected load, \$1.56 per horsepower or fraction thereof per month for the next 475 horsepower of connected load, and \$0.77 per horsepower or fraction thereof per month for all over 500 horsepower of connected load, or \$10.15 per month for each warning signal installation where such signals constitute the connected load, provided, however, that in no case shall the monthly Minimum Charge be less than \$10.15; except that for three-phase service, the monthly Minimum Charge shall be \$41.50 per month for the connected load at each location. In addition, applicable Riders as identified in Appendix A shall be added to the Monthly Minimum Charge.

In determining the connected load, alternate, stand-by, or emergency equipment, that which connected to the Company’s service, replaces equipment of equal or greater connected load, shall not be included.

PRIMARY METERING ADJUSTMENT

If the service is metered at the Company’s Primary line voltage of 2,300 volts or above, three percent (3%) of the kWhs so metered will be deducted before computing the charge for service.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 542
RATE FOR ELECTRIC SERVICE
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available for service to private or governmental entities to provide power to systems for the pumping and removal of residential and small commercial sewage water and waste at multiple locations to a central waste water treatment facility. Available only for an integrated system consisting of individual distributed pumping units which operate intermittently. No single pump may exceed 1.1 horsepower energy rating or have a maximum energy consumption exceed 200 kWhs per Contract Year. The distributed pumps comprising the wastewater pumping system must be located in the service territory of Company, on electric facilities suitable and adequate for supplying the service requested. Service is subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts three-wire, as designated by the Company.

Any Applicant requiring service differing from that to be supplied by the Company as herein provided shall provide proper converting, transforming, regulating or other equipment upon Applicant's Premise and at Applicant's expense. (See Company Rule 3 for the Company's standard voltages.)

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Customer Charge plus the rate for un-metered service and applicable Riders as identified in Appendix A. The Customer Charge and rates for un-metered service are as follows:

Customer Charge

\$60.00 per month.

Regardless of the total number of pumps in the Customer's system, the Customer may elect to have the Company aggregate all the pump locations in one (1) integrated system for billing purposes, and the monthly Customer Charge will be applied once to the Customer's Bill.

Residential Locations

The rate for un-metered service under this Rate Schedule shall be \$1.19 per month per point of connection with the Distribution facilities of the Company. If more than one (1) pump is installed at any one (1) point of connection, the rate for that connection shall be \$1.19 per month for each pump installed at that location. This rate is not available for installations of more than four (4) pumps at any one (1) point of connection.

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INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS

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RATE (Continued)

Commercial Locations

The rate for un-metered service under this Rate Schedule shall be \$1.41 per month per point of connection with the Distribution facilities of the Company. If more than one (1) pump is installed at any one (1) point of connection, the rate for that connection shall be \$1.41 per month for each pump installed at that location. This rate is not available for installations of more than four (4) pumps at any one (1) point of connection.

This Rate Schedule is subject to applicable Riders as identified in Appendix A. For billing purposes, the estimated kWh per month is 8 kWh for each residential pump and 9.5 kWh for each commercial pump.

OWNERSHIP OF SYSTEM-SERVICE LINES

The ownership of the property comprising a distributed wastewater pumping system, including pumps, piping, wiring, meter socket extension adapters, gauges and other appliances and structures is and shall remain with the Customer. Company shall own the Watt-Hour Meter, service point connections, poles, wires, transformers and other facilities used to serve Residential and small Commercial Premises where distributed pumping facilities are installed. Company will repair and maintain all equipment owned by Company, and Customer will repair and maintain all equipment owned by Customer. The Customer shall notify the Company, if, in the process of repairing Customer owned equipment, it is necessary to break the Company meter seal.

All connections to secondary voltage wires, meters, meter sockets, or other facilities of the Company used by Customer to power the distributed pumping system shall be performed by Customer at Customer's expense, in full compliance with the Company Standards, National Electric Safety Code, the National Electrical Code, and all other applicable standards, rules and regulations.

The connection scheme shall be as follows: Company will make any connections at the service point if the Customer elects to use the additional weatherhead method of connection. Otherwise, if an adapter is used at the meter socket Customer will make such connections. All connections will comply with the ten applicable engineering Company Standards.

Where such connections are made, Customer agrees to save and hold harmless Company from any and all claims, losses, damages or costs, including attorney fees, arising, or alleged to arise, from the connection of Customer's pumping system, or from the procedures, workmanship, materials, facilities or other equipment used to effect such connections, with the facilities of the Company.

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AUDITING AND BILLING OF DISTRIBUTED PUMPING SYSTEMS

Prior to installing new pumping devices, Customer must notify Company of the time and date of the proposed installations so that Company may verify the number of pumps installed for billing purposes. Customer agrees to allow Company to audit the records of Customer's wastewater pumping system, two (2) times per calendar year, to verify the number and size of the pumps located on Company's lines. The Company also reserves the right to install metering devices on one or more pumps from time to time, to verify Demand and Energy consumption levels of installed pumps. Customer may not install pumps that do not meet the size limitations and energy consumption levels authorized for this rate, and if any such pumps are found to be operating on the Company's lines, Customer will remove, at its own cost and expense, any such pump.

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the single Customer Charge for each Bill rendered, plus the charges set forth above for each point of connection with the facilities of the Company. In addition, applicable Riders as identified in Appendix A will be added to the Monthly Minimum Charge.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Default Schedule.

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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STATION POWER FOR RENEWABLE WHOLESALE GENERATION EQUIPMENT

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TO WHOM AVAILABLE

Available for service to Renewable Wholesale Generation Equipment taking service at Transmission or Subtransmission voltage whose Premises are located adjacent to existing electric facilities having Transmission or Subtransmission capacity sufficient to meet the Customer’s requirements, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

This Rate Schedule applies to Station Power. The Company will supply metered Transmission or Subtransmission service to the extent of the Transmission capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as specified in the Interconnection Agreement under the MISO OATT or PJM OATT. The Customer, at its own expense, shall furnish, supply, install and maintain, beginning at the point of delivery, all necessary equipment for transmitting, protecting, switching, transforming, converting, regulating, and utilizing said electric Energy on the Premise of the Customer. The Customer will also supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer’s property, suitable buildings, structures, and foundations to house and support the metering and any protecting, switching, and relaying equipment that may be supplied by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured in accordance with one of the following options chosen by the Renewable Wholesale Generation Equipment customer in conjunction with its written agreement with the Company. The Renewable Wholesale Generation Equipment customer may alter its election of Option A or Option B to be effective on January 1 of each year upon written notification on or before November 1 of the prior year. If the Renewable Wholesale Generation Equipment customer fails to provide written notice in a change in election by November 1 of any year for the subsequent year’s election, then the option elected for the prior period shall remain in effect for the next 12 months. The Supply of Metered Transmission or Subtransmission service under this Rate Schedule shall be measured as to Maximum Demand and Energy Consumption by an Interval Data Recorder (IDR) meter to be installed by the Company.

OPTION A - NETTING

The Renewable Wholesale Generation Equipment Customer shall obtain Station Power by self-generating and netting such self-generation from the energy provided by the Company.

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Determination of Demand

If the Wholesale Renewable Generation Equipment’s Net Energy Consumption is zero (0) during the hour, the hourly demand is zero (0). If the Wholesale Renewable Generation Equipment’s Net Energy Consumption is positive during the hour, the hourly demand is positive.

Determination of Billing Demand

The metered maximum hourly Demand registered in the Billing Period.

Option A Definitions

Energy Consumption – Station Power consumption measured in kWh over an Hourly Period, all as measured by an Interval Data Recorder (IDR) meter to be installed by the Company.

Hourly Period - A clock hour interval beginning at “--:00:00” and ending at “--:59:59” on the clock as indicated by the clock controlling the metering equipment.

Monthly Billing kWh - The aggregate Net Energy Consumption during a billing period.

Net Energy Consumption – The difference between the Wholesale Renewable Generation Equipment’s output measured in kWh and Station Power consumption measured in kWh over an Hourly Period, all as measured by an Interval Data Recorder (IDR) meter to be installed by the Company. Net Energy Consumption is zero (0) for an Hourly Period if the output equals or exceeds the Station Power. Net Energy Consumption is positive for an Hourly Period when the Station Power consumption exceeds the output.

OPTION B - NO NETTING

The Renewable Wholesale Generation Equipment Customer shall obtain Station Power from the energy provided by the Company.

Determination of Demand

If the Wholesale Renewable Generation Equipment’s Energy Consumption is positive during the hour, the hourly demand is positive.

Determination of Billing Demand

The metered maximum hourly Demand registered in the Billing Period.

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Option B Definitions

Energy Consumption – Station Power consumption measured in kWh over an Hourly Period, all as measured by an Interval Data Recorder (IDR) meter to be installed by the Company.

Hourly Period - A clock hour interval beginning at "--:00:00" and ending at "--:59:59" on the clock as indicated by the clock controlling the metering equipment

Monthly Billing kWh - The Energy Consumption during a billing period.

Energy Consumption –Station Power consumption measured in kWh over an Hourly Period, all as measured by an Interval Data Recorder (IDR) meter to be installed by the Company.

RATE

The electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. The Demand Charge and Energy Charge are as follows:

Demand Charge

\$12.50 per month of Billing Demand per month

Energy Charge

\$0.058688 per kWh for all kWhs billed per month

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be equivalent to the monthly Demand Charge applicable to seventy-five percent (75%) of the highest Billing Demand of the immediately preceding eleven (11) months. In addition, applicable Riders as identified in Appendix A shall be added to the Monthly Minimum Charge.

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GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Any Customer requesting service under this Rate Schedule for 3,000 kW or more of Demand shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month to month for a period of not more than five (5) Contract Years thereafter unless cancelled by either party giving to the other sixty (60) days' prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 544
RATE FOR ELECTRIC SERVICE
RAILROAD POWER SERVICE

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available only to existing railroads or to non-profit commuter transportation district operating said railroads, subject to the conditions set forth in this Rate Schedule and the Company Rules. Electric service will be supplied hereunder for the operation of trains on a continuous electrified right-of-way of the Customer and the associated requirements furnished through the substations specified within the Agreement for Electric Service between the Customer and the Company; provided, however, that electric service will not be furnished hereunder for resale.

CHARACTER OF SERVICE

The points of delivery shall be limited to the substations specified within the Agreement for Electric Service between the Customer and the Company. The Energy supplied by the Company shall be alternating current and at such voltages as currently supplied by the Company to the Customer.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

The electric service to be supplied under this Rate Schedule shall be measured as to Maximum Demand and Energy consumption by an IDR or a DI Meter to be installed by the Company.

RATE

Rates charged for service rendered under this Rate Schedule are based upon the measurement of electric Energy at the voltage supplied to the Customer.

The rate for electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Charge plus an Energy Charge and applicable Riders as identified in Appendix A. The Demand Charge and Energy Charge are as follows:

Demand Charge

\$24.67 per month per kW for all kW's of Billing Demand.

Energy Charge

\$0.058584 per kWh for energy used per month for the first 660 hours of the Billing Demand for the month.
\$0.055291 per kWh for energy used per month in excess of 660 hours of the Billing Demand for the month.

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RAILROAD POWER SERVICE

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MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be equivalent to the monthly Demand Charge applicable to seventy-five percent (75%) of the highest Billing Demand established in the immediately preceding eleven (11) months. In addition, applicable Riders as identified in Appendix A shall be added to the Monthly Minimum Charge.

DETERMINATION OF DEMAND

The Customer’s Demand of electric Energy supplied shall be determined for each one-hour interval of the month. The phrase "one-hour interval" shall mean a sixty (60) minute period beginning or ending on a numbered clock hour as indicated by the clock controlling the metering equipment.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month shall be the greatest of the following:

- (1) The maximum one-hour Demand registered for the month.
- (2) Seventy-five percent (75%) of the highest Billing Demand established in the immediately preceding eleven (11) months, adjusted, if the Company’s obligation to serve is increased or decreased. Each time the Company’s obligation to serve is increased or decreased, the highest Billing Demand established in the immediately preceding eleven (11) months shall be adjusted by a ratio of the Company’s current obligation to serve to the Company’s obligation to serve in the month of the highest Billing Demand before multiplying by seventy-five percent (75%).

ADJUSTMENT FOR LOAD FACTOR

If the Energy in kWhs for any month is less than the product of three hundred sixty-five (365) multiplied by the number of kW's constituting the Billing Demand for that month, then there shall be added to the Energy Charge \$0.001464 per kWh for such deficiency in kWhs.

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RAILROAD POWER SERVICE

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GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than 1 Contract Year, and such contract shall continue from year-to-year thereafter unless terminated by either party giving to the other at least 60 days prior written notice of the termination of such contract.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule.

Notwithstanding the foregoing conditions of service under this Rate Schedule, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 549
ELECTRIC VEHICLE FAST CHARGING – COMPANY OWNED CHARGING

Sheet No. 1 of 2

TO WHOM AVAILABLE

Electric Vehicle Fast Charging (EVFC) services will be available to all electric vehicle owners, without preference to Company’s electric service customers, at NIPSCO-owned public electric vehicle charging stations where the Company provides fast charging service and accepts payments from the station user (electric vehicle operator).

CHARACTER OF SERVICE

EVFC services will be available at Company-owned stations with output of 50 KW or greater. The stations will be accessible to the public for charging of electric vehicles. Service under this rate is subject to the Company’s currently effective and filed “General Rules and Regulations for Electric Service”. In case of conflict between any provisions of this schedule and the “General Rules and Regulations for Electric Service,” the provisions of this rate schedule shall apply.

RATES

The EVFC rate is calculated using a statewide average for EVFC charging offered by individual fast charge stations in Indiana that charge a consumption-based or time-based fee, are greater than 50kW in charging output capacity, offer at least one charging connector and are publicly accessible 24-hours per day. This average rate will be reviewed monthly and updated when the statewide average changes by more than 10% from the amount listed in this tariff.

$$\text{Individual Station Fast Charge Electric Vehicle Energy Rate} = (R \times D) / K$$

- Where: R = Rate charge per minute
- D = Charging session duration in minutes
- K = KWH used per charging event

Energy Charge * \$0.4060 per kWh
Vehicle Idling Fee \$1.00 per minute

*Energy charge includes applicable Sales Tax.

TERMS OF PAYMENT

The vehicle idling fee may apply following a ten-minute grace period at certain stations located in close proximity to highway corridors or other highly trafficked areas. The Company reserves the right to limit station output (kW or kWh) based upon periods of high demand or high station utilization. The applicable rate (Energy Charge), including applicable taxes, will be visible to the users on the display. Users will be notified when the charging session is complete via the display located at the charging station and have the ability to obtain a detailed receipt.

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ELECTRIC VEHICLE FAST CHARGING – COMPANY OWNED CHARGING

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RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 550
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Sheet No. 1 of 8

TO WHOM AVAILABLE

Available for street, highway and billboard lighting service to Customers for lighting systems located on electric supply lines of the Company which are suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Customer-Owned Equipment Maintained by the Customer

Applicable to Customers with Customer-owned equipment maintained by the Customer.

Customer-Owned Equipment Maintained by the Company

Applicable to Customers on Rates 880 and 899 as of December 21, 2011 (the date of the final Order in Cause No. 43969) with Customer-Owned equipment for the purposes of maintenance under the following rule:

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide electric Energy to the point of connection of Company’s property with the lighting system of Customer.

Company shall also replace at its own cost and expense, on request of the Customer, all defective or burned-out lamps and all broken glassware of the street lighting system owned by Customer, and such replacement lamps and glassware shall be the property of Customer, but Company will not maintain at its own cost and expense any other part of the street lighting system of Customer.

Company will, where practicable, furnish necessary materials and do the work of maintaining any other part of the lighting system whenever the Customer shall by written order request Company so to do. The cost and expense of such materials and work shall be borne by the Customer.

Company-Owned Equipment Maintained by the Company

Applicable to Customers with Company-owned equipment maintained by the Company.

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RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Sheet No. 2 of 8

LIGHTING HOURS - OPTIONS

This service is available only during the hours each day between sunset and sunrise as set forth below. Daytime use of Energy under this Rate Schedule is strictly forbidden except for the sole purpose of testing and maintaining the lighting system.

Company-Owned Systems

Dusk to Dawn

The lighting hours for the lighting system shall be on a “dusk to dawn” schedule which provides the lamps to be lit from approximately sunset to sunrise each day of the year.

Customer-Owned Systems

Dusk to Dawn

The lighting hours for the lighting system shall be on a “dusk to dawn” schedule which provides the lamps to be lit from approximately sunset to sunrise each day of the year.

Dusk to Midnight

The lighting hours for the lighting system shall be on a “dusk to midnight” schedule which provides the lamps to be lit from approximately sunset to midnight C.S.T. each day of the year.

OWNERSHIP

Company-Owned Lighting Systems

The ownership of the property comprising of street and highway lighting systems served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors and other appliances and structures, is and shall remain in the Company. The Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall erect the service lines necessary to supply electrical Energy to the point of connection with the street and highway lighting system of Customer within the limits of the public structures, public streets and highways or on private property as mutually agreed upon by Company and Customer, provided, however, that where such extension exceeds the standard set up Customer shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electrical Energy to the street or highway lighting system.

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Customer-Owned Lighting Systems

The ownership of the property comprising of street, highway and billboard lighting systems served hereunder, including the photo-electric controls, poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors and other appliances and structures, is and shall remain in the Customer. The Company shall own the distribution transformers and required associated equipment.

Company shall erect the service lines necessary to supply electrical Energy to the point of connection with the street, highway and billboard lighting system of Customer within the limits of the public structures, public streets and highways or on private property as mutually agreed upon by Company and Customer, provided, however, that where such extension exceeds two spans Customer shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electrical Energy to the street, highway or billboard lighting system.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Lamp Charge, an Energy Charge, and applicable Riders as identified in Appendix A. The Lamp Charge and Energy Charge per month are as follows:

Lamp Charge

Customer-Owned Equipment Maintained by the Customer

For Customer-Owned Equipment Maintained by the Customer, the Lamp Charge shall be \$5.56 per lamp per month.

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Lamp Charge (Continued)

Company-Owned and Customer-Owned Equipment Maintained by the Company

Lamp Type	Company Owned	Company Owned TDSIC Installed prior to January 1, 2020	Company Owned TDSIC Installed on or after January 1, 2020	Customer Owned-Company Maintained
175 Watt Mercury Vapor ¹	\$18.80	n/a	n/a	n/a
400 Watt Mercury Vapor ¹	\$21.47	n/a	n/a	n/a
Up to 50 Watt Light Emitting Diode (LED) Replacement ²	\$9.91	\$9.91	\$9.91	n/a
70 to 90 Watt LED Replacement ²	\$10.41	\$10.41	\$10.41	n/a
91 to 115 Watt LED Replacement ²	\$11.08	\$11.08	\$11.08	n/a
170 to 210 Watt LED Replacement ²	\$13.60	\$13.60	\$13.60	n/a
Up to 50 Watt LED New Install ³	\$15.63	n/a	n/a	n/a
70 to 90 Watt LED New Install ³	\$16.19	n/a	n/a	n/a
91 to 115 Watt LED New Install ³	\$16.94	n/a	n/a	n/a
170 to 210 Watt LED New Install ³	\$19.64	n/a	n/a	n/a
100 Watt High Pressure Sodium	\$18.47	n/a	n/a	n/a
150 Watt High Pressure Sodium	\$19.56	n/a	n/a	n/a
250 Watt High Pressure Sodium	\$20.15	n/a	n/a	\$7.86
400 Watt High Pressure Sodium	\$22.25	n/a	n/a	\$9.06

¹ Available to existing Customers only. The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Rate Schedule.

² Replacement LEDs include cost for head only (existing bracket, arm, pole and secondary span).

³ New install includes installation of head, bracket, and arm on existing pole and with existing secondary span.

Company-Owned Equipment

Company-owned monthly lamp charges apply to lights installed with a standard setup. A standard setup includes an appropriate sized wood pole, two spans, and related equipment for the lamp type selected by the Customer. For Customers that desire additional equipment beyond a standard setup, a non-refundable contribution equal to the difference between the installed cost and a standard setup will be required to be unconditionally made to the Company prior to installation.

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STREET LIGHTING

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RATE (Continued)

Energy Charge

\$0.037249 per kWh for all kWhs Lamps.

The following tables will be utilized to calculate the monthly Energy Charge, along with the applicable Riders as identified in Appendix A. These tables represent the lamp burning hours, in kWh.

Dusk to Dawn Usage:

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lamp Type													
100 Watt Mercury Vapor	52.9	44.7	44.3	37.9	34.8	31.5	33.5	37.3	40.7	47.1	49.9	54.0	508.7
150 Watt Mercury Vapor	78.7	66.5	65.9	56.3	51.8	46.9	49.9	55.4	60.6	70.1	74.3	80.4	756.6
175 Watt Mercury Vapor	87.0	73.6	72.9	62.3	57.3	51.8	55.2	61.3	67.0	77.6	82.2	88.9	837.1
250 Watt Mercury Vapor	126.9	107.4	106.3	90.9	83.5	75.6	80.5	89.4	97.7	113.2	119.9	129.7	1,221.0
400 Watt Mercury Vapor	230.2	194.8	192.7	164.9	151.5	137.1	145.9	162.2	177.2	205.2	217.4	235.3	2,214.4
175 Watt Metal Halide	89.7	75.9	75.1	64.3	59.0	53.4	56.9	63.2	69.1	80.0	84.7	91.7	863.0
250 Watt Metal Halide	123.7	104.7	103.6	88.6	81.4	73.7	78.4	87.1	95.3	110.3	116.8	126.4	1,190.1
400 Watt Metal Halide	189.7	160.5	158.8	135.9	124.8	113.0	120.2	133.6	146.0	169.1	179.1	193.8	1,824.5
1500 Watt Metal Halide	692.9	586.2	580.0	496.3	456.0	412.7	439.2	488.0	533.5	617.6	654.2	708.1	6,664.7
Up to 50 Watt LED	17.9	15.2	15	12.8	11.8	10.7	11.4	12.6	13.8	16.0	16.9	18.3	172.4
70 to 90 Watt LED	35.8	30.3	30	25.7	23.6	21.4	22.7	25.2	27.6	31.9	33.8	36.6	344.6
91 to 115 Watt LED	44.7	37.9	37.5	32.1	29.5	26.7	28.4	31.5	34.5	39.9	42.3	45.7	430.7
170 to 210 Watt LED	87.2	73.9	73.1	62.6	57.5	52.1	55.4	61.4	67.3	77.8	82.5	89.1	839.9
55 Watt Low Pressure Sodium	35.0	29.6	29.3	25.1	23.0	20.8	22.2	24.6	26.9	31.2	33.0	35.8	336.6
90 Watt Low Pressure Sodium	57.5	48.6	48.1	41.2	37.8	34.2	36.4	40.5	44.3	51.3	54.3	58.8	553.1
135 Watt Low Pressure Sodium	70.2	59.4	58.8	50.3	46.2	41.8	44.5	49.5	54.1	62.6	66.3	71.8	675.7
70 Watt High Pressure Sodium	43.2	36.5	36.1	30.9	28.4	25.7	27.4	30.4	33.2	38.5	40.8	44.1	415.3
100 Watt High Pressure Sodium	63.3	53.6	53.0	45.4	41.7	37.7	40.1	44.6	48.7	56.4	59.8	64.7	609.0
150 Watt High Pressure Sodium	85.2	72.1	71.4	61.1	56.1	50.8	54.0	60.0	65.6	76.0	80.5	87.1	819.9
200 Watt High Pressure Sodium	101.4	85.8	84.9	72.7	66.8	60.4	64.3	71.4	78.1	90.4	95.8	103.7	975.7
250 Watt High Pressure Sodium	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
310 Watt High Pressure Sodium	163.6	138.4	136.9	117.2	107.7	97.4	103.7	115.2	125.9	145.8	154.5	167.2	1,573.5
400 Watt High Pressure Sodium	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8
1000 Watt High Pressure Sodium	494.4	418.3	413.9	354.2	325.4	294.5	313.4	348.3	380.7	440.7	466.9	505.3	4,755.9

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STREET LIGHTING

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Dusk to Midnight Usage:

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lamp Type													
175 Watt Mercury Vapor	42.8	35.8	31.9	25.8	23.6	20.6	21.6	24.8	28.6	34.6	42.2	45.1	377.3
250 Watt Mercury Vapor	62.5	52.3	46.6	37.7	34.4	30.1	31.5	36.3	41.8	50.5	61.6	65.8	551.1
400 Watt Mercury Vapor	112.9	94.4	84.1	68.1	62.1	54.4	56.9	65.5	75.4	91.1	111.2	118.8	994.9
150 Watt High Pressure Sodium	42.0	35.1	31.3	25.4	23.1	20.2	21.2	24.4	28.1	33.9	41.4	44.2	370.4
Up to 50 Watt LED	9	7.5	6.7	5.4	5	4.4	4.6	5.2	6	7.3	8.9	9.5	79.5
70 to 90 Watt LED	18	15	13.4	10.9	9.9	8.7	9.1	10.5	12.1	14.6	17.8	19	159
91 to 115 Watt LED	22.5	18.8	16.8	13.6	12.4	10.9	11.4	13.1	15.1	18.2	22.2	23.7	198.7
170 to 210 Watt LED	43.9	36.7	32.8	26.5	24.2	21.3	22.2	25.5	29.4	35.5	43.3	46.2	387.5

Unlisted Fixture Usage:

For any lamp type not listed in the usage tables above, the monthly Energy shall be calculated based on the lamp wattage with associated losses and the hours of operation based upon the table below:

Hours of Operation:

Hours of Operation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Dusk to Dawn	447	379	375	321	295	267	284	315	345	399	423	457	4,304
Dusk to Midnight	225	188	168	136	124	109	114	131	151	182	222	237	1,986

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge per lamp under this Rate Schedule shall be the sum of the Lamp Charge plus the Energy Charge and applicable Riders as identified in Appendix A.

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RATE FOR ELECTRIC SERVICE
STREET LIGHTING**

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GENERAL TERMS AND CONDITIONS OF SERVICE

The Customer shall furnish to the Company, without cost to the Company and on forms suitable to it, all rights, permits and easements necessary to permit the installation and maintenance of the Company's facilities on, over, under and across private property where and as needed by the Company in providing service hereunder.

The Company shall adjust the automatic control on each installation of Company-owned equipment to provide lighting service to the appropriate lighting hours as listed in this Rate Schedule. For Customers under maintenance schedules, lamp replacements and repairs will be made within a reasonable period of time, during regular working hours, after Customer's notification of the need for such maintenance.

The facilities installed by the Company shall remain the property of the Company and may be removed by the Company if service is discontinued.

Underground service is available, provided, that the Customer shall pay to the Company a sum equal to the estimated cost of constructing such underground service line to supply electrical Energy to the lighting fixture.

The facilities owned by the Company in this rate Schedule apply to wood-pole mounted lighting. Customers requesting ornamental lighting to be installed and owned by the Company are subject to a non-refundable contribution being unconditionally made to the Company prior to such installation for each lighting unit to be installed. The rate for such ornamental lighting shall be equal to the difference in the investment required per such unit of the ornamental system as installed and that of a comparable overhead wood-pole mounted Company owned lighting installation of same unit lumen rating.

Customer may request Company to install a new lighting system. Company will install a new lighting system under a new contract when the Customer's contractual obligations under this Rate Schedule have been met.

Customers may request Company to remove the lighting system and replace it with their own. Company will honor such request when the Customer fulfills the Customer's remaining financial responsibilities contained in the Customer's contract.

The availability of this service may be withheld from extension to otherwise qualifying Customers and systems if in the opinion of the Company the location or design of such lighting system will create safety hazards or extraordinary difficulties in the performances of maintenance.

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STREET LIGHTING**

Sheet No. 8 of 8

GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

The Company will not be responsible to provide replacement glassware for discontinued, decorative, or certain other luminaires which in the opinion of the Company are too expensive or unusual to warrant such replacement service. The Company may, at its option, provide service to such luminaires, but the Customer will be required to provide at no cost to the Company the replacement glassware.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 555
RATE FOR ELECTRIC SERVICE
TRAFFIC AND DIRECTIVE LIGHTING

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available to any Customer for non-metered traffic directive lights located on the Company’s electric supply lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a voltage of approximately 115 volts two-wire, or 115-230 volts three-wire.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Service Drop Charge, an Energy Charge and applicable Riders as identified in Appendix A. The Service Drop Charge and Energy Charge are as follows:

Service Drop Charge

\$19.06 per month

Energy Charge

\$0.138328 per kWh for all kWhs used per month.

The average kW burning shall be determined by the Company from the indications of a suitable Demand measuring instrument and shall be taken as the average load in watts during a 15 consecutive minute interval of time. Such determination shall be taken during a period of normal operation. The measured Demand will be converted to a monthly usage in kWhs based on the number of hours in the month.

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge per service drop under this Rate Schedule shall be the sum of the Service Drop Charge plus the Energy Charge and applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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**RATE 560
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING**

Sheet No. 1 of 4

TO WHOM AVAILABLE

Available for dusk to dawn area lighting service to Customers for Company-owned lighting systems located on electric supply lines of the Company which are suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

This Rate Schedule is only applicable to Company-owned lighting systems. The Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to supply electric Energy to the point of connection of Company’s property.

LIGHTING HOURS

Dusk to Dawn

The lighting hours for the lighting system shall be on a “dusk to dawn” schedule which provides the lamps to be lighted from sunset to sunrise each day of the year.

RATE

The electric service and Energy supplied hereunder shall be billed under a two-part rate consisting of a Lamp and Equipment Charge, an Energy Charge and applicable Riders as identified on Appendix A. Subject to the adjustments herein provided, said rate per unit of equipment per month is as follows:

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DUSK TO DAWN AREA LIGHTING

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Lamp and Equipment Charges

Lamp Type	Company Owned
175 Watt Mercury Vapor*	\$16.23
400 Watt Mercury Vapor*	\$19.90
100 Watt High Pressure Sodium Dusk to Dawn Fixture*	\$15.77
250 Watt High Pressure Sodium Dusk to Dawn Fixture*	\$18.04
400 Watt High Pressure Sodium Dusk to Dawn Fixture*	\$19.94
Up to 50 Watt Light Emitting Diode (LED)	\$19.69
51 to 130 Watt LED	\$21.59
131 to 169 Watt LED	\$23.03
150 Watt High Pressure Sodium Floodlight*	\$18.06
250 Watt High Pressure Sodium Floodlight*	\$19.06
400 Watt High Pressure Sodium Floodlight*	\$20.79
Up to 90 Watt LED Floodlight	\$30.89
91 to 130 Watt LED Floodlight	\$31.52
131 to 169 Watt LED Floodlight	\$32.91
30 ft. wood pole and span of Secondary Line	\$6.97
35 ft. wood pole and span of Secondary Line	\$7.35
40 ft. wood pole and span of Secondary Line	\$8.04
Guy and anchor set	\$1.56
Extra span of Secondary Line	\$2.25

*Available to existing Customers only

Energy Charge

\$0.037698 per kWh for all kWhs used per month for each lamp.

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DUSK TO DAWN AREA LIGHTING

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The following table will be utilized to calculate the monthly Energy usage per lamp, along with the applicable Riders as identified in Appendix A.

Dusk to Dawn Usage

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lamp Type													
175 Watt Mercury Vapor	87.0	73.6	72.9	62.3	57.3	51.8	55.2	61.3	67.0	77.6	82.2	88.9	837.1
400 Watt Mercury Vapor	230.2	194.8	192.7	164.9	151.5	137.1	145.9	162.2	177.2	205.2	217.4	235.3	2,214.4
100 Watt High Pressure Sodium Dusk to Dawn Fixture	63.3	53.6	53.0	45.4	41.7	37.7	40.1	44.6	48.7	56.4	59.8	64.7	609.0
250 Watt High Pressure Sodium Dusk to Dawn Fixture	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
400 Watt High Pressure Sodium Dusk to Dawn Fixture	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8
Up to 50 Watt LED	17.9	15.2	15.0	12.8	11.8	10.7	11.4	12.6	13.8	16.0	16.9	18.3	172.4
51 to 130 Watt LED	44.7	37.9	37.5	32.1	29.5	26.7	28.4	31.5	34.5	39.9	42.3	45.7	430.7
131 to 169 Watt LED	71.5	60.6	60.0	51.4	47.2	42.7	45.4	50.4	55.2	63.8	67.7	73.1	689.0
150 Watt High Pressure Sodium Floodlight	85.2	72.1	71.4	61.1	56.1	50.8	54.0	60.0	65.6	76.0	80.5	87.1	819.9
250 Watt High Pressure Sodium Floodlight	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
400 Watt High Pressure Sodium Floodlight	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8
Up to 90 Watt LED Floodlight	35.8	30.3	30.0	25.7	23.6	21.4	22.7	25.2	27.6	31.9	33.8	36.6	344.6
91 to 130 Watt LED Floodlight	44.7	37.9	37.5	32.1	29.5	26.7	28.4	31.5	34.5	39.9	42.3	45.7	430.7
131 to 169 Watt LED Floodlight	67.1	56.9	56.3	48.2	44.3	40.1	42.6	47.3	51.8	59.9	63.5	68.6	646.6

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge per lamp under this Rate Schedule shall be the sum of the applicable Lamp and Equipment Charges plus the Energy Charge and applicable Riders as identified in Appendix A.

GENERAL TERMS AND CONDITIONS OF SERVICE

The Customer shall furnish to the Company, without cost to the Company and on forms suitable to it, all rights, permits and easements necessary to permit the installation and maintenance of the Company’s facilities on, over, under and across private property where and as needed by the Company in providing service hereunder.

The facilities installed by the Company shall remain the property of the Company and may be removed by the Company if service is discontinued.

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GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

To the extent that the Company has the necessary Mercury Vapor and High Pressure Sodium materials, the Company will continue to support and maintain existing Mercury Vapor and High Pressure Sodium lamp installations in accordance with this tariff. If the necessary Mercury Vapor and High Pressure Sodium materials are not available for repairs, a LED Lamp will be installed and replace the existing Mercury Vapor or High Pressure Sodium lamp. All installations of new fixtures occurring on or after January 1, 2021 will use one of the LED technology options.

Underground service is available, provided, that the Customer shall pay to the Company a sum equal to the estimated cost of constructing such underground service line to supply electric Energy to the outdoor lighting fixture. The facilities owned by the Company in this Rate Schedule apply to wood-pole mounted lighting.

Any Customer requesting service under this Rate Schedule shall apply for such service for an initial period of 18 months, and such service shall continue from month to month thereafter unless cancelled by either party giving the other 60 days' prior written notice of the termination of such service at the end of the initial period or any monthly period thereafter. Fixtures will not be installed until after receipt of a signed agreement. NIPSCO account(s) and NIPSCO Dusk to Dawn Lighting payments must be kept current to maintain uninterrupted service. Should a customer move or decide to terminate the agreement prior to 18 months of service, the customer will be billed for the remainder of the agreement. In the event of a home sale, the new owner may assume the remainder of this agreement. Service is non-transferable from one location to another.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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TO WHOM AVAILABLE

This Rate Schedule is a voluntary offer available to any Customer that operates within the Company’s service territory a Qualifying Renewable Energy Power Production Facility (“Facility”). Service under this Rate Schedule is subject to the Company’s Rules and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. Unless otherwise indicated, the provisions below apply to both Phase I and Phase II of this Rate Schedule.

- 1. Definitions
 - Phase I All projects awarded capacity prior to March 4, 2015.
 - Phase II All projects awarded capacity on or after March 4, 2015.
 - Allocation I For Intermediate Solar and Phase II Biomass, the period of the commencement of Phase II plus twenty-four (24) months. Allocation I shall commence March 4, 2015 and end March 4, 2017.
 - Allocation II For Intermediate Solar and Phase II Biomass, the period beginning twenty-four (24) months after the commencement of Phase II. Allocation II shall commence March 4, 2017.
 - Biomass Allocation For Phase II Biomass, one (1) MW of capacity.
 - Commencement Date The date the project begins providing energy to Company.
 - Micro Solar Solar projects of at least 5 kW and equal to or less than 10 kW.
 - Intermediate Solar Solar projects greater than 10 kW and equal to or less than 200 kW.
 - Micro Wind Wind projects of at least 3 kW and equal to or less than 10 kW.
 - Intermediate Wind Wind projects of greater than 10 kW and equal to or less than 200 kW.
 - Phase II Biomass Biomass projects of at least 100 kW and equal to or less than 1 MW.

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TO WHOM AVAILABLE (Cont'd)

- 2. Available Capacity
 - A. Phase I:

The total capacity available under this Rate Schedule is limited to 30 MW with no single technology exceeding fifty percent (50%) of the 30 MW cap; provided, however, 700 kW of the 30 MW cap is specifically allocated and reserved for solar projects of less than 10 kW capacity and 300 kW of the 30 MW cap is specifically allocated and reserved for wind projects of less than 10 kW capacity. Projects that were in the project queue for Phase I, but are approved after the commencement of Phase II shall be treated as Phase I projects. However, the Customer will be bound by the interconnection agreement and renewable power purchase agreement (“RPPA”) currently in effect at the time both are executed.

- B. Phase II:

The total capacity available under this Rate is limited to 16 MW as follows:

Technology	Phase II MW Available
Micro Solar	2
Intermediate Solar	8
Micro Wind	1
Intermediate Wind	1
Phase II Biomass	4
Total	16



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TO WHOM AVAILABLE (Cont'd)

- 3. Qualifying Facilities
 - A. Phase I:

The Facility shall be a single arrangement of equipment located on a single site of Customer no less than 5 kW and no greater than 5 MW, for the production of electricity through the use of one hundred percent (100%) renewable resources or fuels, which shall include the following Renewable Energy Resources:

- 1. energy from wind; solar energy;
- 2. photovoltaic cells and panels;
- 3. dedicated crops grown for energy production;
- 4. organic waste biomass, including any of the following organic matter that is available on a renewable basis:
 - a. agricultural crops;
 - b. agricultural wastes and residues;
 - c. wood and wood wastes, including wood residues, forest thinnings, and mill; residue wood;
- 5. animal wastes;
- 6. animal byproducts;
- 7. aquatic plants; algae;
- 8. energy from waste to energy facilities; and
- 9. new hydropower facilities with capacities up to 1 MW.

The Company may make this Rate Schedule available to Customers with a Facility less than 5 kW at the Company’s discretion.

In no event shall any one (1) Customer’s, including Customer’s affiliates and the combination of Customer’s total Premises, total capacity subscribed under this Rate Schedule exceed 5 MW.

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B. Phase II:

The Facility shall be a single arrangement of equipment located on a single site of Customer no less than 5 kW (or 3 kW for Micro Wind) and no greater than 1 MW (or 200 kW for Intermediate Wind or Intermediate Solar), for the production of electricity through the use of one hundred percent (100%) renewable resources or fuels, which shall include the following Renewable Energy Resources:

- 1. energy from wind; solar energy;
- 2. photovoltaic cells and panels;
- 3. dedicated crops grown for energy production;
- 4. organic waste biomass, including any of the following organic matter that is available on a renewable basis:
 - a. agricultural crops;
 - b. agricultural wastes and residues;
 - c. wood and wood wastes, including wood residues, forest thinnings, and mill; residue wood;
- 4. animal wastes;
- 5. animal byproducts;
- 6. aquatic plants; algae; and
- 7. energy from waste to energy facilities.

The Company may make this Rate Schedule available to Customers with a Facility less than 5 kW (or 3 kW for Micro Wind) at the Company’s discretion.

In no event shall any one (1) Customer’s, including Customer’s affiliates and the combination of Customer’s total premises, total capacity subscribed under this Rate Schedule exceed 1 MW.

C. Applicable to both Phase I and Phase II:

The Customer shall be solely responsible for compliance with applicable federal laws and regulations.



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CHARACTER OF SERVICE

An eligible Customer with a Facility whose account is not more than thirty (30) days in the arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible Facility in good standing.

For Phase II projects each individual project shall require a distinct service address. The project may not have the same address as or add to a project participating in Phase I.

The Customer shall sell the total production of the Facility to the Company and shall receive service for their Customer load separately under the appropriate retail Rate Schedule; provided, however, a Customer may elect to utilize up to 1 MW of the production from the Facility for Customer’s own load at the same site or Premise as defined in the Company’s Rules, subject to the terms and conditions of Rider 580 – Net Metering and Rider 589 – Excess Distributed Generation Rider. The portion of capacity from the Facility sold to the Company under this Rate Schedule shall only be counted against the appropriate system-wide and technology specific caps under this Rate Schedule.

A Customer may not simultaneously qualify any one (1) unit of capacity for this Renewable Feed-In Tariff and Rider 578 – Purchases from Cogeneration Facilities and Small Power Production Facilities either in combination with or apart from the provisions of Rider 580 – Net Metering and Rider 589 – Excess Distributed Generation Rider.

Before the Company will allow interconnection with the Facility, and before production may begin, the Customer shall be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 579 – Interconnection Standards, and otherwise comply with this Rider and the applicable requirements of 170 IAC 4-4-3, and the National Electric Safety Code.

Interconnection costs from the Facility to the Company’s Distribution or Transmission system, along with required system upgrades in order to provide this service shall be borne by the Facility.

The Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Facility shall bear full responsibility for the installation and safe operation of this equipment.

Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a system emergency. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission.

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AVAILABILITY

1. Phase II Capacity Allocation
 - a. All Phase II capacity for Micro Solar, Micro Wind and Intermediate Wind shall be available at the beginning of Phase II.
 - b. For Intermediate Solar, one-half (1/2) of the available capacity (4 MW) in Phase II shall be available during Allocation I, with the remaining one-half (1/2) of the capacity (4 MW) being available during Allocation II.
 - c. For Phase II Biomass, one-half (1/2) of the available capacity (2 MW) in Phase II will be offered in Allocation I at a fixed rate as outlined in the Purchase Rate section below. The remaining one-half (1/2) of the Phase II Biomass capacity (2 MW) plus any capacity remaining after Allocation I shall be made available during Allocation II through allocations of 1 MW, with the first Phase II Biomass Allocation consisting of 1 MW plus any capacity from Allocation I.

2. Allocation II Phase II Biomass capacity shall be subject to a reverse auction whereby:
 - a. Each reverse auction shall consist of one (1) Phase II Biomass Allocation.
 - b. A "bid" equals the rate plus the applicable escalation rate (one percent (1.0%) per year for contracts executed during Allocation II).
 - c. Each project requires a separate request.
 - d. Each project must include a non-refundable application fee of \$25 plus \$1 for each kW of capacity included in the project.
 - e. Each bid must be accompanied by a refundable surety performance fee of \$300 per kW, which will be returned to the bidder after (i) the Commencement Date; or (ii) failure of the bidder to secure capacity. A bidder who is successful in the reverse auction and cancels the project before the Commencement Date shall forfeit the surety performance fee.
 - f. The lowest bid wins the contracted capacity. If the winning bid is for less than the Phase II Biomass Allocation, the unallocated capacity rolls forward to the next Phase II Biomass Allocation. If a project is subsequently canceled, the capacity will be offered in the next Phase II Biomass Allocation. However, if there is excess capacity after the second Phase II Biomass Allocation is complete, no additional Phase II Biomass Allocation will be offered.
 - g. Each bid shall consist of two public bids
 - i. First Bidding Period: an opening bid that must be submitted within thirty (30) days of opening the Phase II Biomass Allocation
 - ii. Second Bidding Period: a second bid due within five (5) days of the end of the First Bidding Period
 - h. An unsuccessful bid during one (1) Phase II Biomass Allocation may be preserved for the next Phase II Biomass Allocation (if available).
 - i. The winning bidder will follow the remainder of the interconnection process.

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AVAILABILITY (Continued)

- j. A bidder may split capacity between Allocation I (fixed rate, 1.5% per year escalation) and Allocation II (reverse auction, 1.0% per year escalation). However, the rate and capacity determined by the reverse auction shall be the rate paid for that amount of capacity first before paying the higher rate (i.e., if 400 kW is contracted under Allocation I at \$0.0918/kWh and 600 kW is contracted under Allocation II at \$0.0800/kWh, the first 600 kW will be paid at \$0.0800). In addition, all capacity shall be subject to the lower escalation rate (1.0% per year).
3. Micro Wind, Micro Solar, Intermediate Wind, Intermediate Solar and Allocation I of Phase II Biomass shall be subject to a lottery process as follows:
- a. Request forms shall begin being accepted by Company no later than thirty (30) days after the commencement of Phase II.
 - b. Request forms shall be accepted for a period of sixty (60) days from the date applications begin to be accepted.
 - c. Each request must include a non-refundable application fee of \$25 plus \$1 for each kW of capacity included in the project.
 - d. Each project must have its own request form.
 - e. Company shall review forms within seven (7) calendar days of receipt and return the form to the requestor if information is incomplete or the request does not meet the requirements set forth in this Renewable Feed-In Tariff. Once a form is accepted by Company, a number will be assigned to that request.
 - f. Requestors shall have up to 90 days from the date applications begin to be accepted to resubmit any returned forms.
 - g. For technologies where there are more requests than there is available capacity, no later than fourteen (14) days from the ninetieth (90th) day described in Section 3(f) above, a drawing will be held and each request will be ranked according to the drawing. Each request will be notified of its place in the queue and whether or not there is currently capacity available to meet the request.
 - h. If the lottery results mean only a portion of a request can be fulfilled, that Customer shall be provided the opportunity to determine whether to accept the available capacity.
 - i. For technologies where there are fewer requests than there is available capacity, all requests that meet the requirements set forth in this Renewable Feed-In Tariff will be notified of the acceptance of the request and the next steps in the process.
 - j. Approved Customers shall follow the remainder of the interconnection process.

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AVAILABILITY (Cont'd)

- k. If there is unsubscribed capacity:
 - i. For Micro Wind, Micro Solar, and Intermediate Wind, capacity shall be available on a first come, first serve basis until capacity is fully subscribed.
 - ii. For Intermediate Solar, any unsubscribed capacity from Allocation I shall be made available under Allocation II.
 - iii. That becomes available after the conclusion of the Allocation II lottery, such capacity shall be available on a first come, first served basis until capacity is fully subscribed.
- l. For Intermediate Solar, a second lottery will be held with Company beginning to accept forms at a date posted on its Website and no later than two (2) years following the commencement of Phase II. The remainder of the process outlined in Section 3 b. through 3 j. shall be followed.

PURCHASE RATE - ENERGY

The Rate the Company will pay for Energy purchased from the Facility inclusive of all environmental attributes, including Renewable Energy Credits (“RECs”), carbon credits, greenhouse gas offsets, and any other environmental credit that may be associated with the production of renewable Energy from the Facility shall be as follows:

For Phase I Projects:

Wind	
For Facility Capacities less than or equal to 100 kW	\$0.1700 per kWh
For Facility Capacities greater than 100 kW and less than or equal to 2 MW	\$0.1000 per kWh
Solar	
For Facility Capacities less than or equal to 10 kW	\$0.3000 per kWh
For Facility Capacities greater than 10 kW and less than or equal to 2 MW	\$0.2600 per kWh
Biomass	
For Facilities of all Capacities up to and including 5 MW	\$0.1060 per kWh
New Hydro	
For New Facility Capacities less than or equal to 1 MW	\$0.1200 per kWh

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PURCHASE RATE - ENERGY (Cont'd)

With the exception of Biomass, for a Facility with a capacity greater than 2 MW and less than or equal to 5 MW or an energy from waste or dedicated crop facility, a formula rate shall apply based upon Attachment A to this Renewable Feed-In Tariff and subject to the Company’s reasonable discretion in review of the Customer’s information necessary to calculate the applicable purchase rate. In no event shall the purchase rate calculated under Attachment A to this Renewable Feed-In Tariff be in excess of those stated above by technology; in addition, the purchase rate for an energy from waste or dedicated crop facility shall in no event be in excess of the stated rate for Biomass. Customer shall provide information to Company to calculate the applicable purchase rate based upon such formula application. The purchase rate shall be in per kWh units.

For all Facility RPPAs the purchase rate for Energy shall also be subject to a 2% per year escalator.

For Phase II Projects (for contracts executed during Allocation I):

Wind:	
For Micro Wind Facility Capacities	\$0.2500 per kWh
For Intermediate Wind Facility Capacities	\$0.1500 per kWh
Solar:	
For Micro Solar Facility Capacities	\$0.1700 per kWh
For Intermediate Solar Facility Capacities	\$0.1500 per kWh
Biomass:	
For Phase II Biomass Capacities up to and including 4 MW	\$0.0918 per kWh

For Biomass Facility RPPAs, the purchase rate for Energy shall also be subject to a 1.5% per year escalator. There shall be no escalator for other technologies.

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PURCHASE RATE - ENERGY (Continued)

For Phase II Projects (if capacity remains after Allocation I, for contracts executed during Allocation II):

Wind:	
For Micro Wind Facility Capacities	\$0.2300 per kWh
For Intermediate Wind Facility Capacities	\$0.1380 per kWh

Solar:	
For Micro Solar Facility Capacities	\$0.1564 per kWh
For Intermediate Solar Facility Capacities	\$0.1380 per kWh

Biomass (subject to a reverse auction, with a rate not to exceed):	
For Phase II Biomass Capacities up to and including 4 MW	\$0.0918 per kWh

For Biomass Facility agreements, the purchase rate for Energy shall also be subject to a 1.0% per year escalator. There shall be no escalator for other technologies.

For Phase I and Phase II Projects:

At Company’s discretion, the Company and the Customer may negotiate terms and a purchase rate for Energy or capacity which differs from the purchase rates set out above. The Company and the Customer may agree to increase or decrease the purchase rate in recognition of the following factors:

- (1) The extent to which scheduled outages of the Facility can be usefully coordinated with scheduled outages of the Company’s generation facilities;
- (2) The relationship of the availability of Energy from the Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company’s ability to dispatch the Facility;
- (3) The usefulness of the Facility during system emergencies;
- (4) The impact of tax credits, grants and other financial incentives that when combined with the purchase rate would produce excessive profits for the Facility; and
- (5) Customer desire to retain any environmental attributes.

PURCHASE RATE – CAPACITY (Biomass)

In addition to the Purchase Rate – Energy payments set out above, the Company will pay Customer for demonstrated generating capacity for Biomass according to capacity component terms and conditions of the Company’s Rider 578 – Purchases from Cogeneration Facilities and Small Power Production Facilities as may be in effect from time-to-time.

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CONTRACT

The Company and the Customer may enter into a contract for a term not to exceed fifteen (15) Calendar Years for purchases, and such contract shall be subject to approval of the Commission and to the IURC and Company Rules. Purchase rates and adjustments, if any, prescribed in the contract shall remain in effect notwithstanding changes made to the applicable Purchase Rate from time to time.

A Customer may elect to not enter into a contract for a term not to exceed fifteen (15) years, and in such instance, purchases from Customer’s Facility are subject to the applicable and effective Purchase Rate provided in this Renewable Feed-In Tariff as it may be from time to time.

INTERCONNECTION PRIORITY

The Company shall maintain an interconnection queue for the purpose of prioritizing interconnections to its Distribution system in accordance with Rider 579 – Interconnection Standards, and this queue shall determine eligibility for purposes of administering the total capacity available under this Renewable Feed-In Tariff.

A Customer shall place Facility into service no later than one (1) Contract Year from the execution date of the contract or approval of the contract by the Commission, if required. Facilities not placed into service within one (1) Contract Year shall forfeit their position in the interconnection queue unless otherwise agreed by the Company in its sole reasonable discretion based upon consideration of Customer’s completion of project milestones and/or construction activity to place the Facility into service. Such a waiver by the Company shall not exceed ninety (90) days in length, although the Customer may request additional extension(s) so long as each request does not exceed ninety (90) days.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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ATTACHMENT A
(APPLICABLE TO PHASE I ONLY)

The purchase rate for Energy for Phase I Projects subject to this Attachment A shall be derived from a twenty (20) year discounted cash flow analysis with a payback period of no more than ten (10) years, but in no case will the rate exceed the purchase rate by technology, as applicable, stated in this Renewable Feed-In Tariff.

Unless specifically indicated, the following Customer Supplied data will be utilized in the analysis:

Inflation Rate (%)	<u>2%</u>
Effective Tax Rate (%)	_____
Tax Depreciation Rate (%)	_____
Investment Tax Credit Rate (%)	_____
Discount Rate (%)	<u>7%</u>
Technology	
Type	_____
Capacity (kW)	_____
Capital Cost of the Project (\$)	_____
Investment Tax Credit (%)	_____
Fixed Annual O&M Cost (\$)	_____
In Service Date	_____
Annual Capacity Factor (%)	_____
Annual Energy Production (kWh)	_____
REC Rate (\$/kWh)	_____

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RIDER 570
ADJUSTMENT OF CHARGES FOR COST OF FUEL RIDER

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

RATE

- A. The applicable charges for Energy use under all Rate Schedules are subject to adjustment for fuel cost and shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh to recover and/or credit for the cost of fuel in accordance with the following:

$$\text{Adjustment Factor} = (F/S) - 0.035964$$

Where:

- 1. "F" is the estimated expense of fuel based on a three (3) month average cost beginning with the month immediately following the twenty (20) day period allowed by the Commission in IC 8-1-2-42 (b) and consisting of the following costs:
 - (a) the average cost of fossil fuel consumed in the Company's own plants, such cost being only those items listed in Account 151 of FERC's Uniform System of Accounts for Class A and B Public Utilities and Licensees; and
 - (b) Purchased Power Costs; and
 - (c) Fuel-related MISO charge types; and
 - (d) Other costs approved by the Commission for recovery.
 - 2. "S" is the three (3) month kWh sales forecast for each Rate Schedule.
- B. The Fuel Cost Adjustment shall be further modified to reflect off-system sales and the difference in the estimated incremental fuel cost billed and the incremental fuel cost actually experienced during the first and succeeding billing cycle month(s) or calendar months(s) in which such estimated incremental fuel cost was billed for those months not previously reconciled.
 - C. The Fuel Cost Adjustment is shown in Appendix B.

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**RIDER 571
ADJUSTMENT OF CHARGES FOR REGIONAL TRANSMISSION ORGANIZATION**

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR REGIONAL TRANSMISSION ORGANIZATION (“RTO”) FACTOR

Energy Charges in the Rate Schedules are subject to adjustment to reflect the recovery of net non-fuel Regional Transmission Organization (“RTO”) costs and revenues and one hundred percent (100%) sharing of Back-Up and Maintenance Margins. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$\text{RTO Factor} = (((E \times Pe) + (D \times Pd)) / S1) + ((BUM \times Pd) / S1)$$

Where:

- “RTO” is the rate adjustment for each Rate Schedule.
- “E” equals the total net non-fuel RTO costs and revenues which are Energy allocated.
- “Pe” represents the Production Energy Allocation percentage for each Rate Schedule.
- “D” equals the total non-fuel RTO costs and revenues which are Demand allocated.
- “Pd” represents the Production Demand Allocation percentage for each Rate Schedule.
- “BUM” equals one hundred percent (100%) sharing of annual Back-Up and Maintenance Margins.
- “S1” is the 6-month kWh sales forecast for each Rate Schedule.

RTO ADJUSTMENT FACTOR

The Rate Schedules identified in Appendix A are subject to an RTO Factor. The RTO Factors in Appendix C are applicable hereto and are issued and effective at the dates shown on Appendix C.

The RTO Factors as computed above shall be further modified to allow for the recovery of the RTO revenue requirement reconciled with actual sales and revenues. The RTO Factors per kWh charge for each Rate Schedule are shown on Appendix C.

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RIDER 574
ADJUSTMENT OF CHARGES FOR RESOURCE ADEQUACY

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR RESOURCE ADEQUACY FACTOR

Energy Charges in the Rate Schedules are subject to adjustment to reflect the recovery of the cost of Capacity Purchases. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$RA \text{ Factor} = (C \times Pd) / S$$

Where:

- “RA” is the rate adjustment for each Rate Schedule.
- “C” equals the total Capacity Purchases and Sales.
- “Pd” represents the Production Demand Allocation percentage for each Rate Schedule.
- “S” is the 6-month kWh sales forecast for each Rate Schedule.

RA ADJUSTMENT FACTOR

The Rate Schedules identified in Appendix A are subject to an RA Factor. The RA Factors stated in Appendix F are applicable hereto and are issued and effective at the dates shown on Appendix F.

The RA Factors as computed above shall be further modified to allow for the recovery of the RA revenue requirement reconciled with actual sales and revenues. The RA Factors per kWh charge for each Rate Schedule are shown on Appendix F.

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RIDER 576
BACK-UP AND MAINTENANCE INDUSTRIAL SERVICE RIDER

Sheet No. 1 of 4

TO WHOM AVAILABLE

As shown on Appendix A, this Rider is available to Customers taking service under Rate 531 who desire to take service subject to Curtailments from the Company for Back-up or Maintenance purposes. Nothing in this Rider excuses the Customer from its Rate 531 Tier 2 and Tier 3 Curtailment obligations or the penalties associated with failing to meet those obligations. Customers will be required to comply with MISO directed Curtailment by dropping to the registered firm service level associated with their LMR registrations or a level that achieves the sought relief requested by MISO. Back-up and Maintenance Services under this Rider shall be subject to Curtailments when Curtailment under Rate 531 are insufficient. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules. Energy under this Rider shall be subject to other Riders as identified on Appendix A. A Customer taking service under this Rider shall operate its Cogeneration System to meet its demand in excess of the sum of its Rate 531 Tier 1, Tier 2 and Tier 3 Contract Demands except when its Cogeneration System is experiencing a forced outage or derate, or when the Customer is taking confirmed Maintenance Service under this Rider.

CHARACTER OF SERVICE

Subject to the provisions applicable to Back-up or Maintenance Service under this Rider, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration of said capacity shall be needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration of said capacity shall be available to the Customer.

Under no circumstance will the Company provide services under this Rider greater than the hourly integrated load as measured by the Company's meters. Under no circumstances will the Company provide services under this Rider for Energy being sold in the wholesale market or through any other bilateral arrangement.

As an alternative to Back-Up and Maintenance Service under this Rider, a Customer can elect to instead cover the risk associated with derates and outages of its Cogeneration System without risk of Curtailment by utilizing Rate 531 Tier 2 or Tier 3 service and procuring capacity through the MISO Planning Resource Auction (PRA) or via a third party subject to Rate 531.

Back-up Service

Subject to the requirements of Back-up Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. Confirmation of a Customer request for Back-up Service under this Rider shall not be withheld by the Company provided the request for Back-up Service is made in full conformance with the terms and conditions for Back-up Service under this Rider.

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BACK-UP AND MAINTENANCE INDUSTRIAL SERVICE RIDER

Sheet No. 2 of 4

Back-up Service (Continued)

A Customer with verified electric generation capable of meeting the efficiency standards established for a Cogeneration System may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to forty-five (45) calendar days per Cogeneration System per twelve (12) rolling months. Eligibility for Back-Up Service requires a contract between the Customer and the Company that includes information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

Maintenance Service

Subject to the requirements of Maintenance Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

RATE

Back-up Service

Demand Charge

The Demand Charge shall be the applicable Rate 531 Tier 1 Demand Charge, divided by the number of calendar days within the applicable calendar month, per kW per day.

Energy Charge

All kWhs used for Back-up Service shall be subject to an Energy Charge equal to NIPS.NIPS Real-Time LMP plus Rate 531 Transmission Charge of \$0.012362 per kWh for all Energy for Back-Up Service shall be billed on an hourly basis and considered first through the meter.

All Energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Back-up Service capacity, or (ii) the total energy consumed by the Customer under this Rider and Rate 531, as applicable, during the period in which Back-up Service capacity was taken by the Customer.

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BACK-UP AND MAINTENANCE INDUSTRIAL SERVICE RIDER

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Maintenance Service

For Customers (i) requesting service in writing at least twenty (20) days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of sixty (60) calendar days in any twelve (12) month rolling period:

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.55 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.31 per kW per day.

Energy Charge

The Energy Charge for all maintenance kWhs for Rate 531 Customers shall be the Energy and base fuel Charge in Rate 531 Tier 1 plus the Transmission Charge in Rate 531. All Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least forty-eight (48) hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within twenty-four (24) hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rider.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the day for Maintenance Service for Rate 531 Customers shall be the confirmed amount of Maintenance Service.

The Billing Demand for the day for Back-up Service shall be the confirmed amount of Back-up Service.

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rider, Customer shall not be charged for the amount recalled.

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BACK-UP AND MAINTENANCE INDUSTRIAL SERVICE RIDER

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GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract For Back-Up Service

Any Customer requesting Back-Up Service under this Rider shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month-to-month thereafter unless cancelled by either party giving to the other party sixty (60) days prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rider shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule

Notwithstanding the foregoing conditions of service under this Rider, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT

A Customer is deemed to have failed to comply with a Curtailment when the Customer's current integrated Demand, as measured by the meters installed by the Company (netted across aggregated Customer Premises, if applicable) at the time of a Curtailment of service, has not decreased to a level of the Customer's specified Firm Contract Demand as defined in Rate 531 Tier 1 or the sum of firm Contract Demand under Rate 531 Tier 1 plus any procured capacity under Rate 531 Tier 2 and Tier 3.

If a Customer fails to comply with a Curtailment, the Customer shall be liable for any charges and/or penalties from any governmental agency(ies) having jurisdiction or duly applicable organization including MISO, FERC, NERC and ReliabilityFirst for failure to comply with a Curtailment to the extent such penalties are specifically invoked on the Company due to the failure of the Customer to comply with the Curtailment.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules, IURC Rules, and MISO Rules.

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RIDER 577
ECONOMIC DEVELOPMENT RIDER

Sheet No. 1 of 3

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

To encourage sustained economic development in the Company’s service area, this Rider is available to Industrial and Commercial Customers requesting service from the Company for new or increased service requirements that result in increased employment opportunities, which are new to the State of Indiana. Customers’ plants must be located adjacent to existing electric facilities having capacity sufficient to meet the Customer’s requirements. Applicant(s) must demonstrate that, absent the availability of this Rider, this new service requirement and any related employment opportunities would be located outside the Company’s electric service territory. Increased service requirements which displace or duplicate existing load in the Company’s service territory or are brought about by the shutdown of Cogeneration Systems will not qualify under this Rider. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules.

For Customers that were taking service from the Company under Economic Development Rider 877 prior to the effective date of this Rider 577, service under this Rider 577 shall terminate upon the expiration of the existing Rider 877 contract between the Customer and the Company. For any existing Rider 877 contract, it shall apply to the Customer’s new Rate Schedule.

For new contracts under this Rider 577, 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 not extend longer than three (3) years.

CONTRACT

Service under this Rider requires a contract between the Customer and the Company. The contract shall set forth monthly base period kW and kWhs, 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 Rules in effect at the time of the contract execution.

RATE

For qualifying existing Customers with electric service supplied by the Company, other than that accounted for in a completed contract under the terms and conditions of this Economic Development Rider (where applicable), the existing Energy and Demand requirements shall be deemed the Customer’s base load and will be billed on the appropriate Rate Schedule or Rider. For the Energy and Demand requirements of qualifying new Customers, and for the non-base load service requirements of existing Customers, a discount on monthly billings for all applicable purchases shall be applied in accordance with the following criteria for Bills issued during the respective months starting from contract commencement date:

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ECONOMIC DEVELOPMENT RIDER

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RATE (Continued)

Application of the Reduction to New or Increased Load

Year 1 Contract	Up to 50% of the increased base rate charges
Year 2 Contract	Up to 40% of the increased base rate charges
Year 3 Contract	Up to 30% of the increased 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 forty percent (40%) per year over the three (3) 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 allowed by the Company to be less than the Company’s marginal Energy costs, plus the marginal capacity costs, to serve said load or the monthly Minimum Charge provisions of the applicable Rate Schedule.

At the completion of the Rider contract term, the Energy 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. The Company will monitor the awarding of all contracts to insure the fulfillment by the Customer of all terms and conditions of the contract associated with the award. 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.

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ELIGIBILITY THRESHOLDS

Unless otherwise noted, the criteria listed below will be used in determining the eligibility for the awarding of incentives under the terms and conditions of this Rider. Flexibility in the use of these criteria is at the sole discretion of the Company.

1. Full-time equivalent job creation per project: minimum ten (10).
2. New electrical Demand: minimum 250 kW.
3. Customer documentation/certification to be provided noting “Customer is considering other specific electric service territories as alternate locations for their planned new facility or expansion and has obtained or will obtain both local and state participation in new investment, by way of financial incentives or other benefits provided to the company tied to this rate reduction request.”

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RIDER 577
ECONOMIC DEVELOPMENT RIDER

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QUALIFYING CRITERIA

Incentives awarded under the terms and conditions of this Rider to qualifying Customers as determined by the Company using the guidelines listed above in Eligibility. Thresholds shall be dependent upon the number and degree of fulfillment attained of the criteria below. The Company shall have the final determination of all incentives based on the determination of issues deemed most beneficial to all stakeholders.

Economic and/or Environmental Distress

- a. Brown field site development. For purposes of this Rider, a brownfield shall be areas of the Company’s territory where existing Transmission and Distribution facilities are not at capacity and limited new facilities would be required for new business.
- b. Above-county-average wage to be paid by prospect.
- c. Other Indiana guidelines.
- d. Any federal, state or local incentives and the degree thereof.

Power Use Characteristics

- a. High-efficiency, end-use equipment and construction technologies.
- b. “Clean Power” usage considerations.
- c. High load-factor operations

Site Specific Discounts

- a. Community master plan compliance.
- b. Industrial park location where municipal utilities, zoning and streets already exist.
- c. Utilization of existing industrial sites.
- d. Proximity to existing Company facilities.
- e. Loading of existing Company facilities.

Number of Jobs Created

Full-time equivalent job creation per project.



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RIDER 578
PURCHASES FROM COGENERATION FACILITIES
AND SMALL POWER PRODUCTION FACILITIES

Sheet No. 1 of 4

TO WHOM AVAILABLE

As shown on Appendix A, this Rider is available to Cogeneration Facilities and/or Small Power Production Facilities which qualify under the IURC Rules (170 IAC 4-4.1-1 *et seq.*), as well as to Private Generation Projects as defined in Ind. Code § 8-1-2.4-2(g) (herein “Qualifying Facility”). A contract shall be required between the Company and each Qualifying Facility, setting forth all terms and conditions governing the purchase of electric power from the Qualifying Facility. The Qualifying Facility must be located adjacent to existing Company electric facilities having capacity sufficient to meet the Customer’s requirements. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules.

INTERCONNECTION STANDARDS

The Qualifying Facility shall comply with the interconnection standards as defined in Rider 579 Interconnection Standards Rider.

PURCHASE RATES

Company will purchase Energy from the Qualifying Facility of Customer in accordance with the conditions and limitations of this Rider and the applicable contract at the following rate:

Rate for Purchase of Energy	<u>Current Rate per kWh</u>
Summer Period (May - Sept.)	
On-Peak Hours ⁽¹⁾	\$0.04764
Off-Peak Hours ⁽²⁾⁽⁵⁾	\$0.03410
Winter Period (Oct. - Apr.)	
On-Peak Hours ⁽³⁾	\$0.05157
Off-Peak Hours ⁽⁴⁾⁽⁵⁾	\$0.04305

- (1) Monday through Saturday 8 a.m. C.S.T. to 11 p.m. C.S.T.
- (2) Monday through Saturday 11 p.m. C.S.T. to midnight C.S.T. and midnight C.S.T. to 8 a.m. C.S.T. and all day Sunday.
- (3) Monday through Friday 8 a.m. C.S.T. to 11 p.m. C.S.T.
- (4) Monday through Friday 11 p.m. C.S.T. to midnight C.S.T. and midnight C.S.T. to 8 a.m. C.S.T. and all day Saturday and Sunday.
- (5) The twenty-four (24) hours of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be included in the Off-Peak Hours.

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PURCHASE RATES (Continued)

For those Qualifying Facilities for whom metering not capable of recognizing different rating periods is installed:

	<u>Current Rate per kWh</u>
Summer Period	\$0.04123
Winter Period	\$0.04676

Energy metered during any month more than half of which is in any month of May to September, inclusive, shall be calculated under the Summer Period rates listed above. Energy credited during other periods of the year shall be calculated under the Winter Period rates listed above.

Rate for Purchase of Capacity Component

The Company will purchase capacity supplied from the Qualifying Facility of Customer in accordance with the conditions and limitations of this Rider and the applicable contract at the following rate:

\$ per kW per month of contracted capacity \$5.74 per kW per month.

The contracted capacity shall be the amount of capacity expressed in terms of kW's that Customer guarantees the Qualifying Facility will supply to Company as provided in the contract for such service.

The monthly capacity component shall be adjusted by the following factor:

$$F = \frac{E_p}{K(T_p)}$$

Where:

- F = Capacity component adjustment factor.
- E_p = kWhs delivered to the Company during the On-Peak Hours defined as:
 - Summer Period - Monday through Saturday 8 a.m. C.S.T. to 11 p.m. C.S.T.
 - Winter Period - Monday through Friday 8 a.m. C.S.T. to 11 p.m. C.S.T.
 - The twenty-four (24) hours of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will not be included in the On-Peak Hours.
- K = kW's of capacity the Qualifying Facility contracts to provide.
- T_p = Number of On-Peak Hours.

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PURCHASE RATES (Continued)

The kW capacity available and the kWhs in the On-Peak Hours shall be determined by a suitable recording type instrument acceptable to the Company.

For intended purchases of 72,000 kWhs or more per month from a Qualifying Facility, the Company and the Qualifying Facility may agree to increase or decrease the rate for Energy purchase in recognition of the following factors:

1. The extent to which scheduled outages of the Qualifying Facility can be usefully coordinated with scheduled outages of the Company’s generation facilities; or
2. The relationship of the availability of Energy from the Qualifying Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Qualifying Facility; or
3. The usefulness of Energy from the Qualifying Facility during system emergencies, including the ability of the Qualifying Facility to separate its load from its generation.

The Company and Qualifying Facility may negotiate a rate for Energy or capacity purchase which differs from this filed rate.

DETERMINATION OF AMOUNT OF ENERGY PURCHASED

To properly record the number of kWhs, and where applicable, kW of purchases, the Company and the Qualifying Facility should mutually agree on the metering configuration to be utilized in accordance with 170 IAC 4-4.1 Section 7 (b). The metering facilities shall be installed and will be owned by the Company, and the Qualifying Facility will be required to reimburse the Company for the installed cost of said metering equipment. The Company need not make purchases during the time of a system emergency.

GENERAL TERMS AND CONDITIONS FOR PURCHASE

Contract

Any cogenerator or small power producer requesting service under this Rider shall enter into a written contract for an initial period of not less than one (1) Contract Year.

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Curtailing Purchase

The Company reserves the right to Curtail the purchase at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs, the Company reserves the right to disconnect the Qualifying Facility's electric system for four (4) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Qualifying Facility and the Company, provided forty-eight (48) hours' notification previous to the hour of cut-off is given the Qualifying Facility of such intention.

Additional Load

The Qualifying Facility shall notify the Company in writing of any substantial additions to or alterations in the equipment supplying electric Energy to the Company and such additions or alterations shall not be connected to the system until such notice shall have been given by the Qualifying Facility and received by the Company.

Discontinuance of Purchase

The Company shall have the right to cut off and discontinue the purchase of electric Energy and remove its metering equipment and other property when there is a violation by the Qualifying Facility of any of the terms or conditions of the contract or this Rider.

Back-up and Maintenance Power

Back-up and maintenance power is electrical Energy and capacity provided by the Company to a Qualified Facility to replace Energy, ordinarily generated by the Qualifying Facility, during a scheduled or unscheduled outage of the Qualifying Facility. Any back-up and maintenance power taken by the Qualified Facility will be billed under the appropriate Rate Schedule.

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Qualified Facility requesting service under this Rider shall enter into a written contract for an initial period of not less than three (3) Contract Years.

In such contract it shall be proper to include such provisions, if any, as may be agreed upon between the Company and the Qualified Facility with respect to special terms and conditions under which service is to be furnished hereunder, including but not limited to, amount of Contract Demand, voltage to be supplied, and facilities to be provided by each party in accordance with the Company Rules.

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RIDER 579
INTERCONNECTION STANDARDS

Sheet No. 1 of 16

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

In accordance with 170 IAC 4-4.3 of the IURC Rules, as the same may be revised from time to time by the Commission, applicable to Customer-generator Interconnection Standards (“IURC Rule 4.3”), eligible Customers may operate and interconnect generation equipment to the Company’s electric system after meeting the requirements of IURC Rule 4.3, this Rider and other provisions of the Company’s Tariff and the approval process as defined.

DEFINITIONS

A Customer shall initiate the approval process by submitting the appropriate application (see Interconnection Agreements below) and fees based on the size and type of the generating unit as defined by the following:

- Level 1: Inverter-based Customer-generator facilities with a name plate rating of 10kW or less which meet certification requirements of Section 5 of IURC Rule 4.3.
- Level 2: Customer-based generator facilities with a name plate rating for 2 MW or less which meet the certification requirements of Section 5 of IURC Rule 4.3.
- Level 3: Customer-based generator facilities which do not qualify for either Level 1 or Level 2.

RATE

The interconnection review fees shall be as follows:

- Level 1: There is no charge.
- Level 2: The charge for a Level 2 interconnection review is fifty dollars (\$50) plus one dollar (\$1) per kW of the Customer-generator facility's name plate capacity.
- Level 3: The charge for a Level 3 review is one hundred dollars (\$100) plus two dollars (\$2) per kW of the Customer-generator facility's name plate capacity, as well as one hundred dollars (\$100) per hour for engineering work performed as part of any impact or facilities study. The cost of additional facilities in order to accommodate the interconnection of the Customer-generator facility shall be the responsibility of the Applicant.

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RIDER 579
INTERCONNECTION STANDARDS

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PROCEDURES

The interconnection review procedures are prescribed by the following sections of IURC Rule 4.3:

- Level 1: Section 6
- Level 2: Section 7
- Level 3: Section 8

Before the Company may allow interconnection with an eligible Customer’s facility, the Customer shall be required to enter into an Interconnection Agreement with the Company applicable to the facility.

The above referenced agreements and associated applications are included herein, as follows:

1. Application For Interconnection – Level 1, Certified Inverter Based Generation Equipment of 10 kW or Smaller
2. Application For Interconnection – Level 2 or Level 3
3. Interconnection Agreement For Interconnection and Parallel Operation of Certified Inverter-Based Equipment 10 kW or Smaller
4. Interconnection Agreement for Level 2 or Level 3 Facilities,
5. Set forth in in Exhibit A to the Interconnection Agreement



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Application For Interconnection

Level 1 - Certified* Inverter-Based Generation Equipment**
10kW or Smaller

Customer Name: _____

Customer Address: _____

Home/Business Phone No.: _____ Daytime Phone No.: _____

Email _____ Address _____ (Optional): _____

Type of Facility:
Solar Photovoltaic Wind Turbine Other (specify) _____
Inverter Power Rating: _____ Quantity: _____ Total Rated "AC" Output: _____
Inverter Manufacturer and Model Number: _____
Name of Contractor/Installer: _____
Address: _____
Phone No.: _____ Email Address (Optional): _____

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Northern Indiana Public Service Company to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).

Mail to: NIPSCO, Attn: New Business Department, 801 E. 86th Avenue, Merrillville, IN 46410

* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.
** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

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Application For Interconnection
Level 2 or Level 3****

Customer Name: _____
Customer Address: _____
Project Contact Person: _____
Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

Total Generating Capacity of Customer-Generator Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Diesel-fueled Reciprocating Engine
 Gas-Fueled Reciprocating Engine Gas Turbine Microturbine
 Other (Specify) _____

Is the Equipment "Certified" as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5
Yes No

Indicate all possible operating modes for this generator facility:
Emergency / Standby – Operated when Northern Indiana Public Service Company ("NIPSCO")
service is not available. Paralleling is for short durations.
Peak Shaving – Operated during peak Demand periods. Paralleling is for extended times.
Base Load Power – Operated continuously at a pre-determined output. Paralleling is continuous.
Cogeneration – Operated primarily to produce thermal Energy. Paralleling is extended or continuous.
Renewable non-dispatched – Operated in response to an available renewable resource such as solar or
wind. Paralleling is for extended times.
Other – Describe: _____

Will the Customer-Generator Facility export power? Yes No If yes, how much? _____

Level of Interconnection Review Requested:
Level 2**
Level 3**

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Application For Interconnection
Level 2 or Level 3**** (continued)

FEES

For this application to be considered complete, adequate documentation and information must be submitted that will allow NIPSCO to determine the impact of the generation facilities on NIPSCO’s electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and other applicable requirements. Typically this should include the following:

1. Single-line diagram of the Customer’s system showing all electrical equipment from the generator to the point of interconnection with NIPSCO’s distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.

For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture’s web site containing such manual.

8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X’d, & X’’d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by NIPSCO and the possible need for additional documentation and information from Customer.

Mail to:
NIPSCO
Attn: New Business Department, 801 E. 86th Avenue, Merrillville, IN 46410
** Level 2 and Level 3 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

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INTERCONNECTION AGREEMENT
FOR INTERCONNECTION AND PARALLEL OPERATION
OF CERTIFIED INVERTER-BASED EQUIPMENT 10 kW OR SMALLER

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2___, by and between Northern Indiana Public Service Company (“Company”), and _____, located at _____ (“Customer”).

WITNESSETH:

WHEREAS, Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment (“Generation Facilities”) to interconnect and operate in parallel with Company’s electric distribution system, which Generation Facilities are more fully described as follows:

Location: _____

Type of facility: Solar Wind Other _____

Inverter Power Rating: _____ (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: _____

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as “Exhibit A” and incorporated herein by this reference; or

Described as follows:

_____.

NOW THEREFORE, in consideration thereof, Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers (“IEEE”) Standard 1547-2003, “Standard for Interconnecting Distributed Resources with Electric Power Systems”, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference (“IEEE Standard 1547-2003”); or
- (ii) The requirements of the Underwriters Laboratories (“UL”) Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

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Dispute Resolution. In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement;
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above; and
- (iii) If requested by Company, Customer will install and maintain, at Customer's expense, a disconnect switch located outside and accessible by Company personnel.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Commission ("Commission") and the Company Rules. Prior to execution of this Agreement and from time to time after execution of this Agreement, Customer agrees to provide to Company proof of such insurance upon Company's request.

With respect to the Generation Facilities and their interconnection to Company's electric system, Company and Customer, whichever is applicable, (the "Indemnifying Party") shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the 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 Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission and the Company rules.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

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By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer's use of the Generation Facilities is subject to the Company Rules and Regulations, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

_____ CUSTOMER
By: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____

Mail To:
NIPSCO
Attn: New Business Department
801 E. 86th Avenue
Merrillville, IN 46410

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INTERCONNECTION AGREEMENT
FOR LEVEL 2 OR LEVEL 3 FACILITIES

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, ____, by and between Northern Indiana Public Service Company (“Company”), and _____ (“Customer”). Company and Customer are hereinafter sometimes referred to individually as “Party” or collectively as “Parties”.

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment (“Generation Facilities”) used to interconnect and operate in parallel with Company’s electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____
Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. Application. It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. Interconnection. Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company’s electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company Rules as each may be revised from time to time with the approval of the Commission (“Commission”); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

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Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other Customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its Customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

Customer shall coordinate the location of any disconnect switch required by Company to be installed and maintained by Customer.

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4. Access by Company. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce Energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s).

The Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that:

- (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system;
 - (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
 - (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.
5. Rates and Other Charges. This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases Energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then such excess facilities be detailed in Exhibit B of this Agreement including the facilities to be added by the Company to facilitate the interconnection of the Customer's Generation Facilities and the costs of such excess facilities shall be paid by the Customer to the Company.

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6. General Insurance Requirements. Customer shall procure at its sole cost and expense and maintain in effect during all periods of parallel operation of the Generation Facilities with Company's electric system and for a period of two years thereafter, the following insurance coverages, which insurance shall be placed with insurance companies rated A minus VII or better by Best's Key Rating Guide or equivalent and approved by Company. Customer shall be licensed to do business in the state where the services are to be performed. Such insurance companies shall be authorized to do business in the jurisdiction in which the Project is located. Company reserves the right to require Customer to provide and maintain additional coverages based upon the Services, Work, or exposure:
- (a) Commercial General Liability insurance including product liability and completed operations coverage with limits of not less than \$1,000,000 per occurrence and in the aggregate.
- (b) Business Auto Coverage with a \$1,000,000 each accident limit and shall be in Customer's name and shall include owned, non-owned, leased and hired vehicle coverage.
- (c) Excess or Umbrella Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence. These limits apply in excess of the insurance coverages required for specific Projects.
- (d) Before any interconnection with Company's electric system, Customer must furnish properly executed certificates of insurance and endorsements naming Company as an Additional Insured under the Commercial General Liability, Business Auto, and Umbrella/Excess policies. Additional Insured means, naming Company as an insured under the liability coverages with respect to the Services under the Agreement and providing that such insurance is primary and non-contributory to any liability insurances covered by Company.
- (e) Customer shall directly provide to Company (30) days prior to such notices of non-renewal and/or cancellation and/or reduction in limits or material change in any of the required coverages.
- (f) Failure to Pay Premiums. If Customer's insurance is canceled because Customer failed to pay its premiums or any part thereof, or if Customer fails to provide and maintain certificates as set forth herein, Company shall have the right, but shall not be obligated, to pay such premium to the insurance company or to obtain such coverage from other companies and to deduct such payment from any sums that may be due or become due to Customer, or to seek reimbursement for said payments from Customer, which sums shall be due and payable immediately upon receipt by Customer of notice from Company.
- (g) Customer waives all rights against Company and its agents, officers, directors, and employees for recovery of damages howsoever caused. Whenever Customer shall have Company's property in its possession for Customer's fabrication or otherwise as herein required, Customer shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by Company.

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(h) In the event that Customer elects to perform a portion of the Services through the use of Subcontractors, Customer shall require Subcontractors to comply with the insurance requirements of this Article. Customer shall contractually obligate its Subcontractors to promptly advise Customer of any lapse of the requisite insurance coverages, and Customer shall promptly advise Company of same. Customer assumes all liability for its Subcontractors' failure to comply with the insurance provisions of this Agreement.

(i) Customer shall have seven (7) days from the Notice of Award to provide Company with certificates of insurance required pursuant to this Section. Customer's insurance documents are to be submitted to the address, email or fax below:

NiSource Corporate Services Company
c/o Supply Chain Services 6th Floor
200 Civic Center Dr.
Columbus, OH 43215
Email: certificatesofinsurance@NiSource.com
Fax: 614-460-4613

7. Indemnification.

(a) To the fullest extent permitted by law, each party (“Indemnifying Party”) agrees to indemnify, defend and hold harmless Company and its parent company, agents, affiliates and employees (collectively, “Indemnitees”) from and against all claims, damages, losses, fines, penalties and expenses, including attorneys' fees, including loss of life or property or use thereof, related in any way to any act or omission of the Indemnifying Party (in the construction, ownership, operation or maintenance of its respective system used in connection with the Agreement (collectively, “Claims”).

(b) Indemnifying Party shall have the obligation to defend all indemnification Claims in the name and stead of Indemnitees and in its own name, and to select counsel of its choice to represent itself and Indemnitees together or alone, whichever the case may be; provided that Customer shall not settle such Claim or cause of action prior to obtaining the written consent of the Indemnitees; and provided further that if there is an actual or potential conflict of interest between Indemnitees and Customer with respect to any such Claim, such that counsel selected by Customer cannot represent both the Indemnitees and Customer without waivers of such conflict, then Customer shall pay the reasonable costs and expenses of the Indemnitees’ separate legal representation, in addition to the cost of counsel selected by Customer. Indemnitees shall have the right (but not the obligation) to defend any Claim for which they are indemnified by Customer or Subcontractor hereunder and, in the event Indemnitees elect to exercise such right to defend themselves, shall be entitled to select counsel of their choice to conduct such defense. If Indemnitees are required to bring an action to enforce its rights pursuant to this section, then Indemnitees shall be entitled to reimbursement of all expenses, include all attorney’s fees incurred in connection with such action.

(c) Customer’s obligations under this Article shall survive any termination of the Agreement.

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8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons:
- (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period;
 - (b) Company may terminate this Agreement at any time following Customer's failure to generate Energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement;
 - (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or
 - (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.
9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.
10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, Transmission Lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction;

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blight; famine; blockade; or quarantine. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

- 11. Dispute Resolution. In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

- 12. Rules. Customer's use of the Generation Facilities is subject to the Company Rules and Regulations, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

Northern Indiana Public Service Company

By: _____
(Title)_____

“Customer” _____
By: _____
(Title)_____

Mail To:
NIPSCO
Attn: New Business Department
801 E. 86th Avenue
Merrillville, IN 46410

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EXHIBIT A
Interconnection Agreement – (Customer Name)

Exhibit A should include:

- (i) Single Line Diagram;
- (ii) Relay Settings;
- (iii) Description of Generator and Interconnection Facilities; and
- (iv) Conditions of Parallel Operation.



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RIDER 580
NET METERING

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TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A to a Customer that installs an eligible net metering facility. NIPSCO shall provide customers applying for service under this Rider with written communication outlining the rights and responsibilities of participants taking such service. NIPSCO may also request for an applicant or participant in this Rider to confirm their generation facility meets the requirements and/or continues to meet the requirements of Indiana law for participation in such service.

REQUIREMENTS

In accordance with 170 IAC 4-4.2, the IURC Rules applicable to net metering, as the same may be revised from time to time by the Commission, all Customers may operate a solar, wind, hydro, or biomass electrical generating facility (“Facility”) and may be considered an eligible net metering Customer if the Customer is in good standing and the Facility: (1) has a total nameplate capacity less than or equal to one MW; (2) is located on the eligible net metering Customer’s premises and operated by the Customer; (3) is connected in parallel with the Company’s electric Distribution and Transmission system; and (4) is used primarily to offset all or part of the eligible net metering Customer’s own electricity requirements

If Customer has a total nameplate capacity in excess of the amount designated as being subject to this Rider, Customer may apply for treatment under the Company’s Rate 565, Renewable Feed-In, to the extent available.

The Company may offer net metering to other Customers at the Company’s discretion.

An eligible net metering Customer whose account is not more than thirty (30) days in arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible net metering Customer in good standing.

The aggregate amount of net metering capacity allowable to all eligible Customers under this Rider shall be determined by the sum of each Facility’s nameplate capacity treated under this Rider and shall not exceed one and one-half percent (1.5%) of the Company’s most recent summer peak load, with forty percent (40%) of such capacity reserved solely for participation by residential customers; and fifteen percent (15%) of such capacity reserved solely for participation by customers that install a net metering facility that uses a renewable energy resource described in Ind. Code § 8-1-37-4(a)(5).

Before the Company will allow interconnection with an eligible net metering Customer’s Facility and before net metering service may begin, the Customer will be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 579 – Interconnection Standards.

The eligible net metering Customer shall install, operate and maintain the Facility in accordance with the manufacturer’s suggested practice for safe, efficient and reliable operation interconnected to the Company’s electric system.

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BILLING

The Company will determine an eligible net metering Customer’s monthly bill as follows:

1. The Company will measure the difference between the amount of electricity delivered by the Company to the eligible net metering Customer and the amount of electricity generated by the eligible net metering Customer and delivered to the Company during the month as defined in 170 IAC 4-5-2 of the IURC Rules, in accordance with the Company’s normal metering practices.
2. If the kWhs delivered by the Company to the eligible net metering Customer exceed the kWh delivered by the eligible net metering Customer to the Company during the month as defined in 170 IAC 4-5-2 of the IURC Rules, the eligible net metering Customer will be billed for the kWh difference at the rate applicable to the eligible net metering Customer if it was not an eligible net metering Customer. If the kWh generated by the eligible net metering Customer and delivered to the Company exceeds the kWh supplied by the Company to the eligible net metering Customer during the month as defined in 170 IAC 4-5-2 of the IURC Rules, the eligible net metering Customer shall be credited in the next billing cycle for the kWh difference.
3. When eligible net metering Customer elects to no longer participate in net metering under this Rider, any unused credit shall revert to the Company.

GENERAL TERMS AND CONDITIONS

Any Customer requesting service under this Rate Schedule shall enter into a written contract in the form attached hereto for an initial period of not less than 1 Contract Years, and such contract shall continue from year-to-year thereafter unless terminated by either party giving to the other at least 60 days prior written notice of the termination of such contract. The form of agreement is included herein.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

Customer conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

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NET METERING AGREEMENT

This AGREEMENT, is between Northern Indiana Public Service Company LLC, an Indiana limited liability company, (Company) and _____ (Customer).

WITNESSETH:

Based on the mutual obligations contained in this Agreement, Customer and Company agree as follows:

I. TERMS AND CONDITIONS

- 1. This Agreement is effective as of _____ and has an initial term of one year. This Agreement automatically renews for additional one year periods until terminated as provided below. Either party may terminate this Agreement, at any time, by giving the other party at least sixty (60) days prior notice. Company may immediately terminate this Agreement if: (1) there is any regulatory or legislative action that affects the Company’s base electric rates, or if the Company were to unbundle its retail electric rates and services; or (2) there is any regulatory legislative action that affects the Company’s obligations with respect to the purchase of electricity from suppliers such as Customers.
- 2. Customer’s generating plant is located at: _____
- 3. For all Electricity that Customer delivers to Company, Company shall measure the difference between the amount of electricity delivered by the utility to the Customer and the amount of electricity generated by the Customer and delivered to the Company during the billing period in accordance with normal billing practices. If the kilowatt hours (kWh) delivered by Company to the Customer exceed the kWh delivered by the Customer, the Customer shall be billed for the kWh difference under the normal billing procedure used for the electrical tariff under which the customer is taking electrical service. If the kWh delivered to the Company by the Customer exceeds the kWh supplied by the Company during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference.
- 4. Qualifying Standards

For Customer’s generated electricity to be eligible for net metering, Customer must satisfy the following standards:

- (a) Customer must be in good standing with the Company, whereby the Customer account may not be more than thirty (30) days in arrears during the terms of the new metering program, who may operate a solar, wind, or hydro electrical generating facility.

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- (b) Customer’s net metering facility shall be operated by the Customer and consist of an arrangement of equipment for the production of electricity from the movement of water or wind, or by photoelectric transformation.
- (c) The Electricity must comply with all applicable rules and regulations imposed by NERC, ReliabilityFirst, and any FERC-approved Regional Transmission Organization.
- (d) Customer’s generating facility has a total nameplate capacity less than or equal to one (1) megawatt (MW). Nameplate capacity shall be defined to mean the full-load continuous rating of a generator under specified conditions as designated by the manufacturer.
- (e) Generating facility is used primarily to offset all or part of the Customer’s own electricity requirements

5. Net Metering Facility actual information

- (a) Name of the Net Metering Customer _____
- (b) Location of the Net Metering Facility _____
- (c) Type of Net Metering Facility (hydro/wind/solar) _____
- (d) Size and inverter power rating of the Net Metering Facility _____
- (e) Inverter manufacturer and model number _____
- (f) A general description of the inverter electrical installation and associated electrical equipment _____

- 6. This net metering agreement, specifying the interconnection terms and conditions shall be executed by the Company and the Customer before the new metering facility is interconnected to the Company distribution facility.
- 7. Customer’s net metering facility shall comply with Underwriters Laboratories (UL) standard 1741, latest revision.
- 8. The Customer shall install, operate, and maintain the generation source in accordance with the manufacturer’s suggested practices.

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- 9. Customer shall install, operate, and maintain the net metering facility in accordance with the manufacturer’s suggested practices for safe, efficient, and reliable operation in parallel to the Company’s distribution facility.
- 10. The Company may isolate the net metering facility if the Company believes continued interconnection creates or contributes to a system emergency. The customer shall install a lockable manual or power operable disconnect switch, or lockable circuit breaker shall be installed between the generation source’s NIPSCO’s electric system, and be accessible to NIPSCO personnel at all times.
- 11. The Company may perform reasonable on-site inspections to verify the proper installation and continued safe operation of the new metering facility and interconnections, at reasonable times and upon reasonable advance notice to the Customer.
- 12. Customer will grant Company access to Customer’s property, at all reasonable times, to allow the Company to carry out its duties under this Agreement.
- 13. Customer will provide Company with ten (10) days’ notice of any changes that it intends to make to the Customer Equipment or the Customer’s facilities that may affect the Company’s Equipment or the Company’s system. Whenever Customer becomes aware that it may be violating the above Qualifying Standards, Customer shall promptly contact the Company with whatever information Customer may have and shall confirm such information by formal notice to Company within ten (10) days.
- 14. Customer shall provide Company proof of liability insurance, as specified below, before net metering billing shall go into effect.

II. INTERCONNECTION AND DELIVERY POINT

- 1. Interconnection shall mean the physical, parallel connection of a net metering facility with a Company distribution facility.
- 2. The delivery point for the Electricity will be the first cut off point on the Company’s side of the Company Meter (Delivery Point). Customer will transfer title of the Electricity, free and clear of all liens, to the Company at the Delivery Point.

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III. BILLING AND METERING

1. For all Electricity that Customer delivers to Company, Company shall measure the difference between the amount of electricity delivered by the utility to the Customer and the amount of electricity generated by the Customer and delivered to the Company during the billing period, in accordance with normal billing practices. If the kilowatt hours (kWh) delivered by Company to the Customer exceed the kWh delivered by the Customer, the Customer shall be billed for the kWh difference under the normal billing procedure used for the electrical tariff under which the Customer is taking electrical service. If the kWh delivered to the Company by the Customer exceeds the kWh supplied by the Company during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference.
2. If either party can demonstrate that the Company Meter failed to accurately record the Electricity delivered by Customer during any period of time, then the Electricity delivered during that period will be estimated by the Company using what the Company determines is the best evidence available, which may include Customer’s meters, if any, or the results from a similar period of operation.
3. All Company owned meters will be kept under seal. The Company will not break the seal without giving the Customer notice. The Customer will be given a reasonable amount of time to have a proper representative present when the seal is broken.
4. Company will seal and inspect the meter and testing by either the Company or an accredited representative will be done in accordance with the rules and regulations of the Indiana Utility Regulatory Commission (IURC).
5. The Company will read the Company Meter as near as practical to the end of the normal billing cycle. The Company will provide the net metering readings to the Customer as part of the monthly billing data.
6. The Company shall install at the Delivery Point of the net metering facility a single Watt-Hour meter. The Watt-Hour Meter shall measure kWh used by the eligible customer, and shall measure the excess kWh exported by the customer to NIPSCO’s electric system.

IV. DEFAULTS AND REMEDIES

1. If Company determines that Customer is failing to meet the Qualifying Standards, or that Customer is creating or contributing to an emergency for Company’s system, then Company may, without notice, disconnect the Customer’s facilities from Company’s system. If Company disconnects Customer’s facilities from Company’s system, then Company will provide Customer with an explanation for the disconnection. If Customer can demonstrate to Company that the basis for Company’s disconnection has been remedied, then Company will reconnect Customer’s facilities to Company’s system.

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- 2. If either party believes that the other party has breached a material provision of this Agreement, the non-breaching party may terminate this Agreement. The non-breaching party must give the breaching party notice of the breach and this Agreement will terminate thirty (30) days after the breaching party receives such notice if the breach has not been cured by that date.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 1. Customer shall have and maintain a homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility. Proof of insurance will be provided to the Company prior to commencement of net metering operation by the Customer. Company may request verification of continued coverage annually as a prerequisite of continuation of the net metering agreement.
- 2. The Customer shall protect, indemnify and hold harmless the Company against any claims made against or costs incurred by the Company, including reasonable attorneys' fees, that arise from the Customer's Equipment or the Electricity prior to its transfer to Company at the Delivery Point.
- 3. The Company shall protect, indemnify and hold harmless the Customer against claims made against or costs incurred by the Customer, including reasonable attorneys' fees, that arise from the Company's Equipment or the Electricity after its transfer to Company at the Delivery Point.
- 4. NEITHER THE CUSTOMER NOR THE COMPANY IS LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOSS OF PROFITS DUE TO BUSINESS INTERRUPTIONS, IN COMPUTING ANY CLAIM, DAMAGE, LIABILITY OR EXPENSE UNDER THIS AGREEMENT.

VI. UNUSUAL EVENTS

- 1. Neither party is liable to the other for any failure or delay in its performance if such failure or delay is caused by events beyond the reasonable control of the party who failed to perform, unless that failure or delay is caused by that party's gross negligence or willful misconduct.

VII. ASSIGNMENT

- 1. This Agreement may not be assigned by Customer except with Company's express written consent. If Customer sells the facilities that generate Electricity, this Agreement will terminate on the effective date of that sale.

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VIII. NOTICES

Any notice required to be given in this Agreement must be in writing and delivered in person or sent by U.S. registered mail to the following address:

To Company: New Business Department
Northern Indiana Public Service Company
801 E. 86th Avenue
Merrillville, IN 46410-6271

To Customer: _____

IX. MISCELLANEOUS

1. Any termination of this Agreement will not affect the parties' obligations with respect to any deliveries of Electricity that occurred prior to the termination.
2. If a court determines that any provision of this Agreement is unenforceable or invalid, the parties intend for the remainder of this Agreement to be enforced to the fullest extent possible.
3. The parties do not intend the rights and remedies specified in this Agreement to be exclusive and preserve all other rights and remedies available to them at law or in equity.
4. This Agreement is to be construed and enforced in accordance with the laws of the State of Indiana, exclusive of Indiana's conflicts of law principles.
5. This Agreement is subject to the approval of any regulatory bodies having jurisdiction over either the Company or the Customer. If such a regulatory body determines that this agreement is not proper, then this Agreement will be considered void and terminated.
6. The Company's General Rules and Regulations Applicable to Electric Service, on file with the IURC, are incorporated into this Agreement. Customer acknowledges receipt of the current General Rules and Regulations Applicable to Electric Service.

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- 7. For the purpose of making upgrades or repairs other than emergency repairs, Company reserves the right to disconnect the Customer’s electric system on any day or days, provided that notification of Company’s intention to interruption is given to at least seven (7) calendar days prior to the hour of interruption. Company will use best efforts to schedule such interruption at a time acceptable to Customer and Company, and such outages shall be limited in duration to seven (7) consecutive days unless otherwise agreed by Company and Customer, and shall occur no more than twice per calendar year.

Intending to be bound by this Agreement, the parties have executed this Agreement.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: _____
Name: _____
Title: _____

CUSTOMER

By: _____
Name: _____
Title: _____

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TO WHOM AVAILABLE

Available to a Customer on Rates 523, 524, 525, 526, 531, 532, or 533 or their successor Rate who has sustained ability to reduce its Energy requirements through indirect participation in the MISO wholesale energy market by managing its electric usage as described in MISO’s Tariff Module E-1. This Rider is available to any load that is participating in Rate 531 and registered as a LMR; unless MISO rules change and do not permit load used by the Company as a Load Modifying Resource to also participate as a Demand Response Resource (DRR); provided, however, load may not participate as a DRR if such participation would be inconsistent with the provisions of either of the Company’s Industrial Power Service Rates. The Customer shall enter into a written contract with the Company to reduce a portion of its electric load for single or multiple Interval Data Recorder (IDR) meters through participation with the Company acting as the Market Participant for the Customer. Customer shall be one and only one type of Customer for this Rider; an Asset Owner (AO), Non-Asset Owner (NAO), or Aggregator of Retail Customers (ARC).

DEFINITIONS

Aggregator of Retail Customers (ARC): A third party that consolidates the applicable load of NIPSCO customers to NIPSCO in order to meet the minimum requirements under this Rider. A Customer either aggregating its load from different meters or serving as an ARC for other Customers is considered a third party ARC for purposes of this Rider. An ARC may only aggregate for purposes of Load Reduction on this Rider. Although a Customer may serve as an ARC, for purposes of this Rider, an ARC is not a NIPSCO Customer.

Consumption Baseline (CBL): The default calculation of the Consumption Baseline (CBL) shall be calculated pursuant to the relevant BPM or MISO tariff currently in effect. In cases where the default calculation does not provide a reasonable representation of normal load conditions, the Company and the Customer may develop an alternative CBL calculation that more accurately reflects the Customer’s normal consumption pattern subject to MISO approval.

Customer: A Customer refers to all three types of Customers on Rider 581; Asset Owner, Non-Asset Owner, and Aggregator of Retail Customers.

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DEFINITIONS (Continued)

DRR 1-Energy Only:	Demand Response Resource Type 1 - Energy Only, an Energy only resource that is capable of supplying a specific quantity of Energy, through the Company as Market Participant, to MISO through physical Load Reduction. This product shall not be considered eligible for MISO capacity in any form.
Load Reduction:	The amount of load the Customer reduces from its CBL.
MFRR:	Marginal Foregone Retail Rate, exclusive of any Demand component effects, which is further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Cost Adjustment) and approved by the Commission.
Non-Asset Owner (NAO):	A Customer on Rates 523, 524, 525, 526, 532, 533, 531 Tier 1 or 531 Tier 2 whom is not an ARC.
Targeted Demand Reduction Level (TDRL):	This value is initially set through asset registration and may be overridden by the Customer (for AOs) or the Company (for NAOs and ARCs) via the schedule offer submittal through the MISO Market Portal. Service is limited to Tier 1 plus Tier 2 level.

MINIMUM LOAD REDUCTION AMOUNT

The Customer shall register TDRL of at least 1,000 kW of sustainable Load Reduction. ARCs may aggregate to meet the 1,000 kW minimum Load Reduction.

MAXIMUM LOAD REDUCTION AMOUNT

Customers taking service under Rate 531 shall have their Load Reduction limited to the sum of its Tier 1 and Tier 2 level. Customer shall be responsible for the compliance of their Load Reduction obligations in accordance with this Rider. All Load Reduction will be reconstituted for settlement purposes to the applicable Company Load Zone with MISO.

REGISTRATION

Registration will follow MISO’s quarterly network model update cycle. During quarterly model updates, the Company will request registration of a CP Node which is required for participation under this Rider. Refer to market registration within MISO’s BPM for details on the data required to register. The Customer must assist the Company in completing any MISO registration requirements.

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LOAD REDUCTION AMOUNT

The Customer participating in this Rider shall reduce its demand by the MISO-cleared offer amount relative to the CBL amount, or pay applicable MISO settlement charges/credits. The Customer and the Company shall enter into a contract which will specify the terms and conditions under which the Customer agrees to reduce usage. The Company and the Customer shall agree to the baseline methodology specified in the contract between the Company and the Customer. The MISO default baseline will be available as a choice for the Customer.

COMMUNICATIONS, METERING, TELEMETRY, HARDWARE, AND SOFTWARE REQUIREMENTS

The Company shall specify a communications plan, which includes a revenue quality meter and all implementation and operational software required under this Rider. It is the Customer’s responsibility to comply with that plan. Customer will pay for the installed cost of additional metering, telemetry, hardware and software development, certificates, and licensing fees that may be required to facilitate service under this Rider. All such metering and software shall be compliant with any applicable current and future MISO and/or Commission requirements, including the potential of meter capture on a 5 minute basis. The Customer shall provide the Company with next day remote interrogation of the meter on an hourly level. Customer may elect to install its own metering, with the Company reserving the right to inspect the equipment and own the equipment once it is installed. At the Customer’s request, metering may be installed by the Company and invoiced at the installed cost to the Customer. Estimated costs of metering and equipment shall be provided prior to installation by the Company, but the Customer shall be responsible for the actual costs of the equipment and installation.

APPLICATION AND CONTRACT

Customer participation in this Rider shall be subject to the approval of an application by the Company on a non-discriminatory basis. For ARCs, this process may include a review of the ARC’s creditworthiness and an evaluation for need for appropriate financial assurance prior to participation. This financial assurance may include full collateral in the form of cash or other security instrument deemed appropriate by the Company.

Once approved for participation, the Company and Customer must enter into a contract, which shall be no more than one (1) Contract Year in duration. The contract shall be renewed for up to two (2) additional one (1) Contract Year terms subject to the right of either party to provide notice of termination sixty (60) days prior to the expiration of the initial or any subsequent term.

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THIRD-PARTY AGGREGATORS

Aggregation will be permitted under this Rider subject to (a) measurement and verification of Customer response in a manner satisfactory to the Company sufficient to allow the Company to comply with any and all MISO requirements, and (b) satisfaction of reasonable and appropriate qualifications for any participating Aggregator.

An ARC shall be subject to the terms of the contract between the Company and ARC and pursuant to the terms of this Rider. An ARC shall provide a list of all individual Customers who are participating with the ARC. A Customer may serve as an ARC for other Customers in the service territory, but shall be subject to the requirements set forth in this Rider for ARCs. The Company shall have final approval over final integration of business processes of all participating ARCs.

OFFERS

Asset Owner

Rate 531 Tier 3 Customers shall be registered as an Asset Owner within MISO and will be required to submit all offer requirements, through the MISO Market Portal, consistent with the timeline outlined in the MISO BPM. When first registered, a default offer will be established which will remain valid until updated or declared unavailable by the AO. All offers are applicable to every day noted in the offer. Default offers can only be made after the resource has been certified by MISO. The NIPSCO annual registration fee must be paid to the Company with submittal of the registration information.

Non-Asset Owner / Aggregator of Retail Customers

The NAO/ARC shall have the option of participating or not on any particular day, as applicable, as long as it notifies the Company prior to 8:00 a.m. C.P.T. on the day before it does not wish to provide an Energy offer. If the total Load Reduction amount available within a given hour is less than 1,000 kW, an offer of “Not Participating” will be made for that hour.

When first registered, a default offer will be established which will remain valid until updated or declared unavailable by the NAO/ARC. All offers are applicable to every day noted in the offer. Default offers can only be made after the resource has been certified by MISO. The NIPSCO annual registration fee must be paid to the Company with submittal of the registration information.

The NAO/ARC shall submit the required offer information in the prescribed electronic format to the Company’s designee no later than 8:00 a.m. C.P.T. for submittal to MISO by the Company. Up to fifteen (15) offer changes per month shall be entered at no charge to the NAO/ARC.

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MISO PERFORMANCE REQUIREMENTS

Performance requirements are stated in the MISO BPM and the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff. It shall be the Customer’s responsibility to comply with all of the minimum performance criteria specified by MISO in effect and may be amended from time to time.

NIPSCO ADMINISTRATIVE FEES

The Company shall bill the Customer for NIPSCO administrative fees which may be amended from time to time with approval by the Commission utilizing the thirty (30) day Administrative Filing Procedures to the extent such amendment would otherwise qualify under said provisions.

Annual Registration with NIPSCO \$1,000

For offers cleared by MISO: 5% of the absolute value of the daily net MISO settlements which in no event shall Company portion be less than zero.

Change Fees for NAOs/ARCs: Up to fifteen (15) offer changes per month shall be entered at no charge to the NAO/ARC. NAO/ARC shall pay \$100 for each additional change, which shall be included in the monthly Bill and will first be netted against any settlement due to a result of a DRR Type 1 Event.

MFRR: The Marginal Foregone Retail Rate will not apply.

PENALTY FOR FAILURE TO PERFORM

If the Customer does not perform to its offer cleared by MISO in accordance with the contract, MISO may debit, credit or penalize the Customer (for AOs) or the Company (for NAOs and ARCs). Such financial settlements will be imposed on the Customer. The Company shall take its fee for offers cleared and subtract the MISO penalty or fee from the net of that amount. If MISO terminates the Customer’s participation, the Company shall immediately terminate the Customer’s participation.

In addition, in the event that a Customer has a debit on its Bill or invoice due to failure to perform, if the Customer does not pay the undisputed portion of that debit by the due date indicated on the Customer’s Bill or invoice, the Customer shall be suspended from further participation until such time that the debit is paid. An ARC is accountable for all its Customers and all penalties incurred by its Customers for failure to perform will be issued to the ARC, not its Customers.

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SETTLEMENTS

The Company shall establish a weekly net Bill credit/charge to be given to the AO. The net Bill credit/charge, including prior period adjustments, will reflect settlements between the AO and MISO through a week of market settlement statements, along with any applicable NIPSCO administrative fees.

The Company shall establish a monthly net Bill credit/charge to be given to the NAO. The net Bill credit/charge, including prior period adjustments, will reflect settlements between the Company and MISO for the NAO through a calendar month of market settlement statements prior to the regular Bill, along with any applicable NIPSCO administrative fees.

The payment to ARCs shall take place ten (10) calendar days following the end of a calendar month and shall include a net credit/charge, including prior period adjustments, that reflect settlements between the Company and MISO for the ARC through a calendar month of market settlement statements, along with any applicable NIPSCO administrative fees.

GENERAL TERMS AND CONDITIONS

Except as provided in this Rider, all terms, conditions, rates, and charges outlined in the applicable Rate Schedule will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities and, therefore, not compensated by MISO, will not be compensated under this Rider. Agreements under this Rider will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable Rate Schedules. It will be the Customer's responsibility to monitor and control its Demand and Energy usage before, during, and after a notice period under this Rider.

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EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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TO WHOM AVAILABLE

Available to a Customer on Rates 523, 524, 525, 526, 531, 532, or 533 or their successor Rate who has sustained ability to reduce its Energy requirements through indirect participation in the MISO wholesale energy market by managing its electric usage as described in MISO’s Tariff Module E-1. This Rider is available to any load that is participating in Rate 531 and registered as a LMR; unless MISO rules change and do not permit load used by the Company as a Load Modifying Resource to also participate as an Emergency Demand Response Resource (EDR); provided, however, load may not participate as a DRR if such participation would be inconsistent with the provisions of either of the Company’s Industrial Power Service Rates. The Customer shall enter into a written contract with the Company to reduce a portion of its electric load for single or multiple Interval Data Recorder (IDR) meters through participation with the Company acting as the Market Participant for the Customer. Customer who does not qualify as an LMR may, however, participate as an EDR with any load. Customer taking service under this Rider shall not take power under the temporary, surplus power, back-up and maintenance services during an event under this Rider. Customer shall be one and only one type of Customer for this Rider; an Asset Owner (AO), Non-Asset Owner (NAO), or Aggregator of Retail Customers (ARC).

DEFINITIONS

- Aggregator of Retail Customers (ARC): A third party that consolidates the applicable load of NIPSCO customers to NIPSCO in order to meet the minimum requirements under this Rider. A Customer either aggregating its load from different meters or serving as an ARC for other Customers is considered a third party ARC for purposes of this Rider. An ARC may only aggregate for purposes of Load Reduction on this Rider. Although a Customer may serve as an ARC, for purposes of this Rider, an ARC is not a NIPSCO Customer.

- Consumption Baseline (CBL): The default calculation of the Consumption Baseline (CBL) shall be calculated pursuant to the relevant BPM or MISO tariff currently in effect. In cases where the default calculation does not provide a reasonable representation of normal load conditions, the Company and the Customer may develop an alternative CBL calculation that more accurately reflects the Customer’s normal consumption pattern subject to MISO approval.

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RIDER 582
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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DEFINITIONS (Continued)

- Customer: A Customer refers to all three types of Customers on Rider 581; Asset Owner, Non-Asset Owner, and Aggregator of Retail Customers.
- Emergency Demand Response Resource (EDR): Emergency Demand Response, an Energy-only type of Demand Response Resource as defined by MISO.
- Load Reduction: The amount of load the Customer reduces from its CBL.
- Non-Asset Owner (NAO): A Customer on Rates 523, 524, 525, 526, 532, 533, 531 Tier 1 or 531 Tier 2 whom is not an ARC.
- MFRR: Marginal Foregone Retail Rate, exclusive of any Demand component effects, which is further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Cost Adjustment) and approved by the Commission.
- Targeted Demand Reduction Level (TDRL): This value is initially set through asset registration and may be overridden by the Customer (for AOs) or the Company (for NAOs and ARCs) via the schedule offer submittal through the MISO Market Portal. Service is limited to Tier 1 plus Tier 2 level.

MINIMUM LOAD REDUCTION AMOUNT

The Customer shall register TDRL of at least 1,000 kW of sustainable Load Reduction. ARCs may aggregate to meet the 1,000 kW minimum Load Reduction.

MAXIMUM LOAD REDUCTION AMOUNT

Customers taking service under Rate 531 shall have their Load Reduction limited to the sum of its Tier 1 and Tier 2 level. Customer shall be responsible for the compliance of their Load Reduction obligations in accordance with this Rider. All Load Reduction will be reconstituted for settlement purposes to the applicable Company load zone with MISO.

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REGISTRATION

Registration will follow MISO’s quarterly network model update cycle. During quarterly model updates, the Company will request registration of a CP Node which is required for participation under this Rider. Refer to market registration within MISO’s BPM for details on the data required to register. The Customer must assist the Company in completing any MISO registration requirements.

LOAD REDUCTION AMOUNT

The Customer participating in this Rider shall reduce its demand by the MISO-cleared offer amount relative to the CBL amount, or pay applicable MISO settlement charges/credits. The Customer and the Company shall enter into a contract which will specify the terms and conditions under which the Customer agrees to reduce usage. The Company and the Customer shall agree to the baseline methodology specified in the contract between the Company and the Customer. The MISO default baseline will be available as a choice for the Customer.

Firm Demand Level (FDL)

Customer electing this option agree, upon notification by Company, to limit their Demand to a firm load level. The method to compute the amount of the Load Reduction will be specified in the in the contract between the Customer and the Company. All usage above the Firm Demand Level will be charged to the Customer, as applicable, consistent with the non-compliance provisions in the applicable MISO BPMs and the Company’s tariff. MISO will request implementation of this program at applicable times through its dispatch process. On such a MISO request, as relayed by the Company, Customer electing this option agree to reduce to the FDL as specified in the contract. If an offer is accepted, no buy-through Energy will be available.

Fixed Reduction Amount

Customer electing this option agree, upon notification by Company, to reduce Energy usage below their CBL level by the Customer specified amount. The method to compute the amount of the Load Reduction will be specified in the contract between the Customer and the Company.

MISO will request implementation of this program at applicable times through its dispatch process. On such a MISO request, as relayed by the Company, Customer electing this option agree to reduce Energy usage by the fixed reduction amount as specified in the contract. If an offer is accepted, no buy-through energy will be available.

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COMMUNICATIONS, METERING, TELEMETRY, HARDWARE, AND SOFTWARE REQUIREMENTS

The Company shall specify a communications plan, which includes a revenue quality meter and all implementation and operational software required under this Rider. It is the Customer’s responsibility to comply with that plan. Customer will pay for the installed cost of additional metering, telemetry, hardware and software development, certificates, and licensing fees that may be required to facilitate service under this Rider. All such metering and software shall be compliant with any applicable current and future MISO and/or Commission requirements, including the potential of meter capture on a 5 minute basis. The Customer shall provide the Company with next day remote interrogation of the meter on an hourly level. Customer may elect to install its own metering, with the Company reserving the right to inspect the equipment and own the equipment once it is installed. At the Customer’s request, metering may be installed by the Company and invoiced at the installed cost to the Customer. Estimated costs of metering and equipment shall be provided prior to installation by the Company, but the Customer shall be responsible for the actual costs of the equipment and installation.

APPLICATION AND CONTRACT

Customer participation in this Rider shall be subject to the approval of an application by the Company on a non-discriminatory basis. For ARCs, this process may include a review of the ARC’s creditworthiness and an evaluation for need for appropriate financial assurance prior to participation. This financial assurance may include full collateral in the form of cash or other security instrument deemed appropriate by the Company.

Once approved for participation, the Company and Customer must enter into a contract, which shall be no more than one (1) Contract Year in duration. The contract shall be renewed for up to two (2) additional one (1) Contract Year terms subject to the right of either party to provide notice of termination sixty (60) days prior to the expiration of the initial or any subsequent term.

THIRD-PARTY AGGREGATORS

Aggregation will be permitted under this Rider subject to (a) measurement and verification of Customer response in a manner satisfactory to the Company sufficient to allow the Company to comply with any and all MISO requirements, and (b) satisfaction of reasonable and appropriate qualifications for any participating Aggregator.

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THIRD-PARTY AGGREGATORS (Continued)

An ARC shall be subject to the terms of the contract between the Company and ARC and pursuant to the terms of this Rider. An ARC shall provide a list of all individual Customers who are participating with the ARC. A Customer may serve as an ARC for other Customers in the service territory, but shall be subject to the requirements set forth in this Rider for ARCs. The Company shall have final approval over final integration of business processes of all participating ARCs.

OFFERS

Asset Owner

Rate 531 Tier 3 Customers shall be registered as an Asset Owner within MISO and will be required to submit all offer requirements, through the MISO Market Portal, consistent with the timeline outlined in the MISO BPM. When first registered, a default offer will be established which will remain valid until updated or declared unavailable by the AO. All offers are applicable to every day noted in the offer. Default offers can only be made after the resource has been certified by MISO.

If the resource is a Behind the Meter Generator (“BTMG”), the AO must affirm in writing that: (1) it holds all necessary permits; (2) it possesses the necessary rights to operate the unit; and (3) the BTMG is not a Network Resource as defined by MISO. If the generation resource designated under this Rider is historically not operated during non-Emergency conditions, the Energy that can be offered is the increase in output from a BTMG resource to enable a net Demand reduction in response to receiving an EDR dispatch instruction from the Company.

Non-Asset Owner / Aggregator of Retail Customers

The NAO/ARC shall have the option of participating or not on any particular day, as applicable, as long as it notifies the Company prior to 8:00 a.m. C.P.T. on the day before it does not wish to provide an Energy offer. If the total Load Reduction amount available within a given hour is less than 1,000 kW, an offer of “Not Participating” will be made for that hour.

If the resource is a Behind the Meter Generator (“BTMG”), the NAO/ARC must affirm in writing that: (1) it holds all necessary permits; (2) it possesses the necessary rights to operate the unit; and (3) the BTMG is not a Network Resource as defined by MISO. If the generation resource designated under this Rider is historically not operated during non-Emergency conditions, the Energy that can be offered is the increase in output from a BTMG resource to enable a net Demand reduction in response to receiving an EDR dispatch instruction from the Company.

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Non-Asset Owner / Aggregator of Retail Customers (Continued)

When first registered, a default offer will be established which will remain valid until updated or declared unavailable by the NAO/ARC. All offers are applicable to every day noted in the offer. Default offers can only be made after the resource has been certified by MISO. The NIPSCO annual registration fee must be paid to the Company with submittal of the registration information.

The NAO/ARC shall submit the required offer information in the prescribed electronic format to the Company’s designee no later than 8:00 a.m. C.P.T. for submittal to MISO by the Company. Up to fifteen (15) offer changes per month shall be entered at no charge to the NAO/ARC.

MISO PERFORMANCE REQUIREMENTS

Performance requirements are stated in the MISO BPM and the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff. It shall be the Customer’s responsibility to comply with all of the minimum performance criteria specified by MISO in effect and may be amended from time to time.

NIPSCO ADMINISTRATIVE FEES

The Company shall bill the Customer for NIPSCO administrative fees which may be amended from time to time with approval by the Commission utilizing the thirty (30) day Administrative Filing Procedures to the extent such amendment would otherwise qualify under said provisions.

Annual Registration with NIPSCO \$1,000

For offers cleared by MISO: 5% of the absolute value of the daily net MISO settlements which in no event shall Company portion be less than zero.

Change Fees for NAOs/ARCs: Up to fifteen (15) offer changes per month shall be entered at no charge to the NAO/ARC. NAO/ARC shall pay \$100 for each additional change, which shall be included in the monthly Bill and will first be netted against any settlement due to a result of a DRR Type 1 Event.

MFRR: The Marginal Foregone Retail Rate will not apply

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PENALTY FOR FAILURE TO PERFORM

If the Customer does not perform to its offer cleared by MISO in accordance with the Contract, MISO may debit, credit or penalize the Customer (for AOs) or the Company (for NAOs and ARCs). Such financial settlements will be imposed on the Customer. The Company shall take its fee for offers cleared and subtract the MISO penalty or fee from the net of that amount.

If MISO terminates the Customer's participation, the Company shall immediately terminate the Customer's participation. If there are system reliability issues created by the Customer's failure to perform the Company reserves the right to suspend participation of the Customer under this Rider for ninety (90) days or to terminate the Customer's participation. The Customer has the right to ask the Commission to review any decision made by the Company.

In addition, in the event that a Customer has a debit on its Bill or invoice due to failure to perform, if the Customer does not pay the undisputed portion of that debit by the due date indicated on the Customer's Bill or invoice, the Customer shall be suspended from further participation until such time that the debit is paid. An ARC is accountable for all its Customers and all penalties incurred by its Customers for failure to perform will be issued to the ARC, not its Customers.

SETTLEMENTS

The Company shall establish a weekly net Bill credit/charge to be given to the AO. The net Bill credit/charge, including prior period adjustments, will reflect settlements between the AO and MISO through a week of market settlement statements, along with any applicable NIPSCO administrative fees.

The Company shall establish a monthly net Bill credit/charge to be given to the NAO. The net Bill credit/charge, including prior period adjustments, will reflect settlements between the Company and MISO for the NAO through a calendar month of market settlement statements prior to the regular Bill, along with any applicable NIPSCO administrative fees.

The payment to ARCs shall take place ten (10) calendar days following the end of a calendar month and shall include a net credit/charge, including prior period adjustments that reflect settlements between the Company and MISO for the ARC through a calendar month of market settlement statements, along with any applicable NIPSCO administrative fees.

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GENERAL TERMS AND CONDITIONS

Except as provided in this Rider, all terms, conditions, rates, and charges outlined in the applicable Rate Schedule will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities and, therefore, not compensated by MISO, will not be compensated under this Rider. Agreements under this Rider will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable Rate Schedules. It will be the Customer's responsibility to monitor and control its Demand and Energy usage before, during, and after a notice period under this Rider.

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RIDER 583
ADJUSTMENT OF CHARGES FOR
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM

Sheet No. 1 of 5

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

The Energy Charges in the Rate Schedules are subject to adjustment to reflect the recovery of costs applicable to Demand Side Management (“DSM”) programs. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following

$$\begin{aligned}
 \text{Adjustment Factor}_{\text{Rate}} = \text{Sum of } & \left[\begin{array}{l} \text{DSM}_p \times \text{Energy}_{\text{Rate}} \\ \text{Energy}_p \times \text{BE}_{\text{Rate}} \end{array} \right. \quad \text{OR} \quad \left[\begin{array}{l} \text{DSM}_p \times \text{Cust}_{\text{Rate}} \\ \text{Cust}_p \times \text{BE}_{\text{Rate}} \end{array} \right. \\
 & \text{PLUS} \\
 & \left[\begin{array}{l} \text{Projected Lost Revenue}_p \times \text{Energy}_{\text{Rate}} \\ \text{Energy}_p \times \text{BE}_{\text{Rate}} \end{array} \right. \quad \text{OR} \quad \left[\begin{array}{l} \text{Projected Lost Revenue}_p \times \text{Cust}_{\text{Rate}} \\ \text{Cust}_{\text{Rate}} \times \text{BE}_{\text{Rate}} \end{array} \right. \\
 & \text{PLUS} \\
 & \left. \text{Reconciled Lost Revenue}_p \right] \quad \text{For all programs (P)}
 \end{aligned}$$

Where:

- “BE_{Rate}” is the estimated jurisdictional billing kWh for each rate for the current twelve (12) month period.
- “Cust_{Rate}” is the estimated number of customers in the rate eligible for DSM program (P) for programs where the Commission has approved an allocation based on Customer count.
- “Cust_p” is the sum of the Cust_{Rate} for all rates eligible for DSM program (P).
- “DSM_p” is the estimated DSM Program Costs, including reconciliation of costs for prior periods and any incentives as approved by the Commission, for the current twelve (12) month period for each DSM program (P).
- “Energy_{Rate}” is the estimated billing kWh in the rate eligible for DSM program (P) for programs where the Commission has approved an allocation based on estimated billing kWh.

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DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

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“Energy_p” is the sum of the Energy_{Rate} for all rates eligible for DSM program (P).
“Estimated Jurisdictional Billing” is determined by the 12 month kWh sales forecast.
“Projected Lost Revenue_p” is the projected lost revenue for the current twelve (12) month period for each DSM program (P).
“Reconciled Lost Revenue_p” is the reconciliation of lost revenue for the twelve (12) month period, including reconciliation for actual collections as well as adjustments for actual net energy and demand savings. For programs where the Commission has approved an allocation based on actual participation by Rate Schedule, the reconciliation will include reallocation due to actual participation by Rate Schedule. For programs where the Rate Class of participating Customers is not known, the reconciliation will not include a reallocation due to actual participation by Rate Schedule.

DSMA FACTORS

The Rate Schedules identified in Appendix A are subject to a DSMA Factor. The DSMA Factors in Appendix G are applicable hereto and are issued and effective at the dates shown on Appendix G. The DSMA Factors as computed above shall be further modified to allow for the recovery of the DSMA revenue requirement reconciled with actual sales and revenues. The DSMA Factors per kWh charge for each Rate Schedule are shown in Appendix G.

OPT-OUT OPTION FOR QUALIFYING COMMERCIAL AND INDUSTRIAL CUSTOMERS

A. Definitions

The following definitions are applicable to the opt-out provisions of this Rider 883 only:

- Single Site:* A Single Site shall be defined as contiguous property unless aggregation of multiple delivery points is specifically permitted under the applicable approved Rate Schedule.
- Qualifying Customer:* A Customer that receives electric service under an approved Rate Schedule at a Single Site constituting more than 1,000 kW / one MW of electric capacity.

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DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

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Qualifying Load: A Single Site with at least one (1) meter constituting more than 1,000 kW / one MW of electric capacity for any one Billing Period within the previous twelve (12) months prior to the Qualifying Customer’s opt out notification to the Company. Such Demand shall be measured with a Demand meter that is used to measure Demand for billing purposes. Electric capacity will be determined the same way Demand is determined as indicated in the Company’s Electric Service Tariff.

Energy Efficiency Program: A program that is (1) sponsored by the Company or a third party administrator; and (2) designed to implement energy efficiency improvements (as defined in 170 IAC 4-8-1(j)) for customers. The term does not include a program designed primarily to reduce demand.

Energy Efficiency Program Costs: Costs recovered under this Rider, including program costs, net lost revenues and incentives, evaluation, measurement and verification (“EM&V”) costs, and reconciliation of applicable costs as approved by the Commission.

B. Opt Out Option for Qualifying Customers

A Qualifying Customer may elect to opt out of participation in the Company’s Energy Efficiency Program and Rider 883 for Qualifying Load. If a Qualifying Customer has Qualifying Load, it may opt out all Non-Residential Customer accounts at that Single Site. Such accounts will be opted out provided the Qualifying Customer identifies the accounts in the Customer’s notice to the Company of its election to opt out. Once a Customer is determined to be a Qualifying Customer, the Company will not revoke the Qualifying Customer’s qualification at a later date and the Customer need not renew its opt-out notice on a yearly basis. New Customers signing a Demand contract with Qualifying Load may complete the form to opt out of the program immediately. New Customers that do not sign a Demand contract will need to have and demonstrate Qualifying Load in order to qualify consistent with the Notification and Effective Date provisions below. The Opt Out Option shall be implemented in accordance with the following provisions:

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DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

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C. Notification and Effective Date

A Qualifying Customer seeking to opt out of the Company’s Energy Efficiency Program and Rider 883 shall provide written notice of its desire to opt out. A Qualifying Customer that has provided notice to the Company of its intention to opt out of participation in the Company’s Energy Efficiency Program and Rider 883 by May 15 will be exempted from Rider 883 with an effective date of January 1 of the following calendar year. If a Qualifying Customer provides notice of its intent to opt-out in a manner other than the form, the notice date of the Customer’s opt out will be the date of the original notice. However, the Qualifying Customer shall complete the opt out form in a timely manner. All Qualifying Customers providing notice under this section shall be subject to the recovery of Energy Efficiency Program Costs as described below.

D. Energy Efficiency Program Costs

Qualifying Customers 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 such costs are included in Rider 883 for recovery. Such costs may include costs related to EM&V required to be conducted after a Qualifying Customer opts out on projects completed under an Energy Efficiency Program prior to the date on which the opt out is effective. 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 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 for projects that are complete but that have not closed out at the effective date of its opt out.

E. Opt Out DSMA Factor

A separate Opt Out DSMA Factor will be calculated and made applicable to Qualifying Customers electing to opt out of participation in the Company’s Energy Efficiency Program and Rider 883. The Opt Out DSMA Factor will be calculated to recover the applicable program costs as described in Section D above. Any over- or under- recovery of costs for the time period during which the Qualifying Customer was participating in Energy Efficiency Programs shall be captured by the reconciliation and recovered or refunded to the Qualifying Customer through the reconciliation factor of the Opt Out DSMA Factor. Specifically,

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- (1) A Qualifying Customer that opts out of participation effective January 1 of any year will pay:
- (a) Program Reconciliation costs for January through December of the previous year;
 - (b) Lost Revenue Projections for January through December of the applicable year (which include all lost revenues to be collected during the period) for measures installed while the Qualifying Customer was participating in the Energy Efficiency Program;
 - (c) Applicable Lost Revenue Reconciliation;
 - (d) Performance Incentives (if applicable) for the applicable year; and
 - (e) Program costs as described in Section D above.

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 rates that reflect 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.

F. Opt-In

A Qualifying Customer may opt back in to participation in the Company’s Energy Efficiency Program and Rider 883 at any point during the year by providing notice. The opt in shall be effective the next billing cycle following the notice. Requests to opt in received less than five business days prior to the next billing cycle will be effective one month later. If a Qualifying Customer provides notice of its intent to opt-in in a manner other than the form, the notice date of the Customer’s opt-in will be the date of the original notice. However, the Qualifying Customer shall complete the Opt In form in a timely manner. If a Qualifying Customer opts back in to participation in the Company’s Energy Efficiency Program and Rider 883, such Qualifying Customer must requalify to opt out again. If a Qualifying Customer opts back in to participation in the Company’s Energy Efficiency Program and Rider 883, that Qualifying Customer must participate in the associated Energy Efficiency Program for at least three (3) years, and may only opt out effective January 1 of the year following the third year of participation. A Qualifying Customer may elect to opt out again before the end of the three (3) year period, but, in such event, remains liable for, and must continue to pay rates that reflect Rider 883 as if it were still participating in the Company’s Energy Efficiency Program for the remainder of the three (3) year period. If a Qualifying Customer elects to opt back out after the three (3) year period, the Qualifying Customer shall be responsible for Energy Efficiency Program Costs in the same manner as other customers who have opted out consistent with the provisions contained herein.

The Opt Out DSMA Factors shown in Appendix G are applicable hereto and are issued and effective on the dates shown on Appendix G.

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RIDER 586
GREEN POWER RIDER

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TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

CHARACTER OF SERVICE

This Rider shall provide Customers with the option to designate a specific percentage of their energy consumption as associated with Green Power. Customers shall pay a surcharge for energy consumption associated with Green Power.

Green Power includes energy generated from renewable and/or environmentally friendly sources, including: solar; wind; geothermal; hydropower that is certified by the Low Impact Hydropower Institute; solid, liquid, and gaseous forms of biomass; and co-firing of biomass with non-renewables. Green Power includes the purchase of Renewable Energy Certificates from the sources described above.

All Customers selecting Green Power will be able to designate twenty-five percent (25%), fifty percent (50%) or one hundred percent (100%) of their Energy consumption to be attributable to Green Power. Commercial and Industrial Customers will also have the option of designating five percent (5%) or ten percent (10%) of their Energy consumption to be attributable to Green Power. The minimum purchase requirement for Residential Customers shall be twenty-five percent (25%).

Customer participation is completely voluntary and Customers can sign up for Green Power at any point in time. Customers may withdraw from the program at any time. However, changes will take effect in the upcoming billing cycle after the request for withdrawal has been received by the Company. Requests to withdraw received less than five business days prior to the next billing cycle will be effective one month later.

CALCULATION OF GREEN POWER RIDER RATE

Energy Charges in the Rate Schedules included in this Tariff are subject to charges approved by the Commission to reflect Green Power consumption. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$\text{Green Power Rider ("GPR")} = \text{REC/ES (subcomponent)} + \text{GC/ES (subcomponent)} + \text{M/ES (subcomponent)}$$

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Where:

- “GPR” is the rate adjustment for each Rate Schedule representing the premium for Green Power consumption.
- “ES” is the estimated annual sales of Green Power based on estimate of the number of participants and usage level.
- “REC” is the estimated cost of acquiring Renewable Energy Certificates, including additional REC related fees.
- “GC” is the Green-e certification and associated audit costs of the Green Power program
- “M” is the marketing costs of the Green Power program.

The marketing subcomponent shall be capped at a maximum value of \$0.001150.

GREEN POWER RIDER RATE

The Rates Schedules identified in Appendix A are subject to a Green Power Rider Rate. The Green Power Rider Rate in Appendix H is applicable hereto and is issued and effective at the dates shown on Appendix H. The Green Power Rider Rate as computed above shall be further modified to allow for the recovery of the Green Power Rider revenue requirement reconciled with actual sales and costs. The Green Power Rider Rate per kWh charge for each Rate Schedule are shown on Appendix H.

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**RIDER 587
ADJUSTMENT OF CHARGES FOR FEDERALLY MANDATED COSTS**

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR FEDERALLY MANDATED COSTS

Energy Charges in the Rate Schedules are subject to adjustment to reflect the recovery of federally mandated costs associated with a Commission-approved Certificate of Public Convenience and Necessity (CPCN) pursuant to Ind. Code § 8-1-8.4-1 *et seq.* and incurred in connection with approved federally mandated compliance projects. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$\text{FMCA Factor ("FMCA")} = ((R_f \times A_f) + (R_v \times A_v)) / S$$

Where:

- “FMCA” is the rate adjustment for each Rate Schedule.
- “Rf” equals the six (6) month revenue requirement based upon the federally mandated compliance project fixed costs approved by the Commission in a FMCA proceeding.
- “Rv” equals the six (6) month revenue requirement based upon the federally mandated compliance project variable costs approved by the Commission in a FMCA proceeding.
- “Af” represents the applicable fixed allocation percentage(s) for each Rate Schedule.
- “Av” represents the applicable variable allocation percentage(s) for each Rate Schedule.
- “S” is the six (6) month kWh sales forecast for each Rate Schedule.

FMCA FACTOR

The Rate Schedules identified in Appendix A are subject to an FMCA Factor. The FMCA Factors in Appendix I are applicable hereto and is issued and effective at the dates shown on Appendix I.

The FMCA Factors as computed above shall be further modified to allow for the recovery of the FMCA revenue requirement reconciled with actual sales and revenues. The FMCA Factors per kWh charge for each Rate Schedule are shown on Appendix I.

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RIDER 588
ADJUSTMENT OF CHARGES FOR TRANSMISSION, DISTRIBUTION AND STORAGE
SYSTEM IMPROVEMENT CHARGE

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR TRANSMISSION, DISTRIBUTION AND STORAGE
SYSTEM IMPROVEMENT CHARGE

Energy Charges in the Rate Schedules are subject to adjustment to reflect the recovery of costs incurred in connection with approved Transmission, Distribution and Storage System Improvements. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$TDSIC = ((Rd \times Ad) + (Rt \times At)) / S$$

Where:

- “TDSIC” is the rate adjustment for each Rate Schedule.
- “Rd” equals the semi-annual revenue requirement based upon the distribution project costs approved by the Commission in a TDSIC adjustment proceeding.
- “Rt” equals the semi-annual revenue requirement based upon the transmission project costs approved by the Commission in a TDSIC adjustment proceeding.
- “Ad” represents the applicable distribution allocation percentage(s) for each Rate Schedule.
- “At” represents the applicable transmission allocation percentage(s) for each Rate Schedule.
- “S” is the semi-annual kWh sales forecast for each Rate Schedule.

TDSIC

The Rate Schedules identified in Appendix A are subject to a TDSIC. The TDSIC in Appendix J is applicable hereto and is issued and effective at the dates shown on Appendix J.

The TDSIC as computed above shall be further modified to allow for the recovery of the TDSIC revenue requirement reconciled with actual sales and revenues. The TDSIC per kWh charge for each Rate Schedule are shown on Appendix J.

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RIDER 589
EXCESS DISTRIBUTED GENERATION

Sheet No. 1 of 13

TO WHOM AVAILABLE

This Rider is subject to the terms of Ind. Code ch. 8-1-40 and shall be applicable to the Rate Schedules as identified in Appendix A to a Customer that installs adequate distributed generation facilities and power supplies, which determinations shall be within Company's reasonable discretion.

NIPSCO shall provide customers applying for service under this rider with written communication outlining the rights and responsibilities of participants taking such service. NIPSCO may also request for an applicant or participant in this rider to confirm their generation facility meets the requirements and/or continues to meet the requirements of Indiana law for participation in such service.

REQUIREMENTS

This Rider is applicable to any Customer receiving Electric Service electing service hereunder who has installed on its Premises an eligible distributed generation energy resource or other renewable energy technologies determined appropriate by the Commission. Customer must meet the Metering Requirements, Distributed Generator System Requirements, and Interconnection Requirements specified below and as provided in Rider 579 – Interconnection Standards. Customer must not be eligible for Rider 580 – Net Metering (the “Net Metering Rider”).

An eligible excess distributed generation Customer whose account is not more than thirty (30) days in arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible excess distributed generation Customer in good standing.

Before the Company will allow interconnection with an eligible excess distributed generation Customer's facility and before excess distributed generating service may begin, the Customer will be required to enter into an interconnection agreement applicable to the facility as set forth in Rider 579 – Interconnection Standards.

The eligible excess distributed generation Customer interconnected to the Company's electric system shall install, operate, and maintain the facility in accordance with manufacturer suggested practices for safe, efficient and reliable operation.

DEFINITIONS

Distributed Generation – This term shall have the meaning set forth in Ind. Code § 8-1-40-3.

Excess Distributed Generation – (kWh) In accordance with Ind. Code § 8-1-40-5, the difference between (1) the electricity that is supplied by an electricity supplier to a Customer that produces distributed generation; and (2) the electricity that is supplied back to the electricity supplier by the customer as measured by the Customer's meter on an instantaneous basis.

Inflow – (kWh) The separate meter channel measurement of the electricity being used by the Customer, net of the electricity being produced by the Customer.

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EXCESS DISTRIBUTED GENERATION

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DEFINITIONS (Continued)

Outflow – (kWh) The separate meter channel measurement of electricity being produced by Customer above the electricity being used by Customer.

DG Billing Credit – In accordance with Ind. Code §§ 8-1-40-17 and 8-1-40-18, the credit determined by multiplying Outflow by the Marginal DG Price. If the Outflow is zero, then the DG Billing Credit is zero.

DG Billing Credit Balance – In accordance with Ind. Code § 8-1-40-18, the excess DG Billing Credit, if any, that is carried forward and applied against future charges to the Customer for as long as the Customer receives retail electric service from Company at the Premises.

Net Metering Approved Participant – A Customer that has submitted a complete interconnection application to Company and has had this application approved, but whose facility has not yet been installed and is not operating.

Net Metering Participation Cap – In accordance with Ind. Code ch. 8-1-40, participation in the Net Metering Rider is limited to one and one-half percent (1.5%) of Company’s most recent summer peak load.

Marginal DG Price – In accordance with Ind. Code § 8-1-40-17, the average hourly real-time price of energy paid by the Company in the MISO market at the NIPS.NIPS commercial pricing node during the most recent calendar year, multiplied by one and twenty-five hundredths (1.25). The Marginal DG Price shall be updated at least annually and is set out below.

Net Metering Queue – In accordance with IURC General Administrative Order (“GAO”) 2019-2, a prioritized list for each of the three customer-generator types (residential, biomass and non-reserved) by date of operation of distributed generation energy resource, date of completed application by the Customer to the Company, and date of application approval by the Company.

Net Metering Operating Participant – A Customer that has installed its facility and has an operating (energized) facility interconnected with Company. The operational date is the date on which the Customer’s facility is initially operating / energized.

Net Metering Queue Participant – A Customer that has submitted a complete interconnection application to Company. The application date is the date the completed interconnection application has been received by Company. At this point, the application has been received, but not yet reviewed and approved by Company.

Premises – A single Tract of Land on which a Customer consumes electricity for residential, business, or other purposes. This definition shall control for purposes of this Rider, notwithstanding other definitions of “premise” contained in the Tariff.

Tract of Land – Any area of land that is under common ownership or control and is contained within a contiguous border.

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BILLING

Company will determine an eligible excess distributed generation Customer’s monthly bill as follows:

1. During the monthly billing cycle, Company will capture the total kWh of Inflow and the total kWh of Outflow as measured by the Customer’s meter over each period measured by the meter.
2. The Inflow kWh for the monthly billing cycle shall be the amount of energy billed in accordance with the Customer’s standard Rate Schedule, with all applicable rates and charges (herein defined as *Standard Charges*).
3. The Outflow kWh (Excess Distributed Generation) for the monthly billing cycle shall be multiplied by the Marginal DG Price to determine the DG Billing Credit.
4. For each monthly billing cycle, the Customer will be billed the monthly Minimum Charge as defined in the Customer’s applicable Rate Schedule. If the portion of the Customers’ bill for the monthly billing cycle attributed to the DG Billing Credit is in excess of the amount attributed to Standard Charges less the monthly Minimum Charge, the amount in excess will be accumulated in a DG Billing Credit Balance for use in a subsequent period.
5. If the portion of the Customer’s bill for the monthly billing cycle attributed to the Standard Charges is in excess of the DG Billing Credit, any remaining DG Billing Credit Balance will be applied until the bill becomes the monthly Minimum Charge or until the DG Billing Credit Balance becomes zero.
6. When Customer discontinues service under this Rider and no longer receives retail electric service from the Company at the Premises, any unused and remaining DG Billing Credit Balance will be forfeited by the Customer and passed back to Company’s other customers through the Fuel Cost Adjustment (Rider 570) or successor mechanism.

MARGINAL DG PRICE

Marginal DG Price: \$0.045712/kwh for all Outflow

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METERING REQUIREMENTS

An eligible excess distributed generation Customer will be required to have a meter installed which can separately measure Inflow and Outflow. If Customer’s standard meter is not capable of separately measuring Inflow and Outflow, Company will install and maintain, at Company’s expense, a meter to meet the requirements of this Rider.

For Customers receiving Three-Phase service, Company will install and maintain, at Company’s expense, a meter to meet the requirements of this Rider.

“Meter Testing” will be in accordance with the IURC Rules (170 IAC 4-1-9).

ELIGIBILITY

Customers who are eligible for the Net Metering Rider shall not be eligible for service under this Rider. Eligibility for this Rider and the Net Metering Rider will be determined based upon the Company’s Net Metering Queue, maintained on the Company’s website in accordance with GAO 2019-2.

The following provisions shall apply to all Customers except Residential and biomass Customers (i.e., non-reserved Customers), on and after the effective date of this Rider. The following provisions shall apply to all Customers, including Residential and biomass Customers, on and after July 1, 2022.

1. For all Net Metering Queue Participants, eligibility will be determined at the time the Net Metering Queue Participant becomes a Net Metering Approved Participant.
2. A Customer that becomes a Net Metering Approved Participant before the Participation Cap under the Net Metering Rider is met will be eligible for the Net Metering Rider once operational in accordance with the requirements of Ind. Code ch. 8-1-40.
3. A Customer that becomes a Net Metering Approved Participant after the Participation Cap under the Net Metering Rider is met, will be eligible for the Net Metering Rider once operational in accordance with the requirements of Ind. Code ch. 8-1-40, provided that the Customer:
 - a. has not been a Net Metering Approved Participant for greater than one year without becoming operational; and
 - b. was a Net Metering Approved Participant on or before December 31, 2021.

If these two conditions are not met, then the Net Metering Approved Participant will not be eligible for the Net Metering Rider and will become eligible for this Rider.

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ELIGIBILITY (Continued)

- 4. Net Metering Operating Participants as of December 31, 2021 will remain eligible for the Net Metering Rider in accordance with Ind. Code ch. 8-1-40.
- 5. The eligibility of Net Metering Operating Participants after December 31, 2021 will be determined based upon a Customer’s status as a Net Metering Approved Participant in accordance with the specifications listed above.
- 6. If a Customer under the Net Metering Rider increases the size of its facility above the approved capacity and there is no available capacity available for that increase, the Customer will be allowed to either reduce the installed capacity down to the capacity available under the Net Metering Rider or submit a new application for the total capacity amount, which would then transfer the entire capacity for the facility to this Rider.

The following provisions shall apply to all Residential and biomass Customers between the effective date of this Rider and June 30, 2022. However, to the extent either the Residential or biomass Customer category reaches the applicable statutory capacity threshold for the applicable category on or before December 31, 2021, the provisions above applicable to non-reserved Customers shall apply.

- 1. For Residential or biomass Net Metering Queue Participants, eligibility will be determined at the time the Residential or biomass Customer Net Metering Queue Participant becomes a Net Metering Approved Participant.
- 2. A Residential or biomass Customer that becomes a Net Metering Approved Participant before the Participation Cap under the Net Metering Rider for the applicable category is met will be eligible for the Net Metering Rider once operational in accordance with the requirements of Ind. Code ch. 8-1-40.
- 3. A Residential or biomass Customer that becomes a Net Metering Approved Participant after the Participation Cap under the Net Metering Rider is met for the applicable category will be eligible for the Net Metering Rider once operational in accordance with the requirements of Ind. Code ch. 8-1-40, provided that the Residential or biomass Customer:
 - a. has not been a Net Metering Approved Participant for greater than one year without becoming operational; and
 - b. was a Net Metering Approved Participant on or before June 30, 2022.

If these two conditions are not met, then the Residential or biomass Net Metering Approved Participant will not be eligible for the Net Metering Rider and will become eligible for this Rider.

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ELIGIBILITY (Continued)

- 4. Residential or biomass Net Metering Operating Participants on or before July 1, 2022 will remain eligible for the Net Metering Rider in accordance with Ind. Code ch. 8-1-40.
- 5. The eligibility of Residential or biomass Net Metering Operating Participants after June 30, 2022 will be determined based upon a Customer’s status as a Net Metering Approved Participant in accordance with the specifications listed above.
- 6. If a Residential or biomass Customer under the Net Metering Rider increases the size of its facility above the approved capacity and there is no available capacity available for that increase, the Residential or biomass Customer will be allowed to either reduce the installed capacity down to the capacity available under the Net Metering Rider or submit a new application for the total capacity amount, which would then transfer the entire capacity for the facility to this Rider.

GENERAL TERMS AND CONDITIONS

Any Customer requesting service under this Rider shall enter into a written contract in the form attached hereto for an initial period of not less than 1 Contract Year, and such contract shall continue from year-to-year thereafter unless terminated by either party giving to the other at least 60 days’ prior written notice of the termination of such contract.

Notwithstanding the foregoing, contracts under this Rider shall terminate in accordance with Rule 5.8 of the Company Rules.

Customer conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator facility.

DISTRIBUTED GENERATOR FACILITY REQUIREMENTS

Customer’s distributed generator facility must initially and continuously meet the requirements for Distributed Generation in accordance with Ind. Code § 8-1-40-3 and as defined in this Rider. The Company retains the right to periodically verify adherence to these requirements. Lack of adherence to the requirements revokes the applicability of this Rider.

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EXCESS DISTRIBUTED GENERATION

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DISTRIBUTED GENERATION AGREEMENT

This AGREEMENT, is between Northern Indiana Public Service Company LLC, an Indiana limited liability company, (Company) and _____ (Customer).

WITNESSETH:

Based on the mutual obligations contained in this Agreement, Customer and Company agree as follows:

I. TERMS AND CONDITIONS

- 1. This Agreement is effective as of _____ and has an initial term of one year. This Agreement automatically renews for additional one year periods until terminated as provided below. Either party may terminate this Agreement, at any time, by giving the other party at least sixty (60) days’ prior notice. Company may immediately terminate this Agreement if: (1) there is any regulatory or legislative action that affects the Company’s base electric rates, or if the Company were to unbundle its retail electric rates and services; or (2) there is any regulatory or legislative action that affects the Company’s obligations with respect to the purchase of electricity from suppliers such as Customers.
- 2. Customer’s distributed generation facility is located at: _____
- 3. Company will determine an eligible excess distributed generation Customer’s monthly bill as follows:
 - a) During the monthly billing cycle, Company will capture the total kWh of Inflow and the total kWh of Outflow as measured by the Customer’s meter over each period measured by the meter.
 - b) The Inflow kWh for the monthly billing cycle shall be the amount of energy billed in accordance with the Customer’s standard Rate Schedule, with all applicable rates and charges.
 - c) The Outflow kWh (Excess Distributed Generation) for the monthly billing cycle shall be multiplied by the Marginal DG Price to determine the DG Billing Credit.

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- d) For each monthly billing cycle, the Customer will be billed the monthly Minimum Charge as defined in the Customer’s applicable Rate Schedule. If the portion of the Customers’ bill for the monthly billing cycle attributed to the DG Billing Credit is in excess of the amount attributed to Standard Charges less the monthly Minimum Charge, the amount in excess will be accumulated in a DG Billing Credit Balance for use in a subsequent period.
 - e) If the portion of the Customer’s bill for the monthly billing cycle attributed to the Standard Charges is in excess of the DG Billing Credit, any remaining DG Billing Credit Balance will be applied until the bill becomes the monthly Minimum Charge or until the DG Billing Credit Balance becomes zero.
 - f) When Customer discontinues service under this Rider and no longer receives retail electric service from the Company at the Premises, any unused and remaining DG Billing Credit Balance be forfeited and passed back to Company’s other customers through the Fuel Cost Adjustment (Rider 570) or successor mechanism.
4. Qualifying Standards For Customer’s generated Electricity to be eligible for excess distributed generation, Customer must satisfy the following standards:
- a) Customer must be in good standing with the Company, whereby the Customer account may not be more than thirty (30) days in arrears during the terms of the program, who may operate a solar, wind, or hydro electrical generating facility.
 - b) Customer’s distributed generating facility shall be operated by the Customer and consist of an arrangement of equipment for the production of electricity from the movement of water or wind, or by photoelectric transformation.
 - c) The Electricity must comply with all applicable rules and regulations imposed by NERC, ReliabilityFirst, and any FERC-approved Regional Transmission Organization.
 - d) The Electricity produced must come from generators or other devices (e.g., distributed generating facility) that meets the requirements of Ind. Code § 8-1-40-3.
 - e) Customer’s distributed generating facility has a total nameplate capacity less than or equal to one (1) megawatt (MW). Nameplate capacity shall be defined to mean the full load continuous rating of a generator under specified conditions as designated by the manufacturer.
 - f) Distributed generating facility is used primarily to offset all or part of the Customer’s own electricity requirements.

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- 5. Distributed Generation Facility actual information
 - a) Name of the Distributed Generation Customer _____
 - b) Location of the Distributed Generation Facility _____
 - c) Type of Distributed Generation Facility (hydro/wind/solar) _____
 - d) Size and inverter power rating of the Distributed Generation Facility

 - e) Inverter manufacturer and model number

 - f) A general description of the inverter electrical installation and associated electrical equipment

- 6. This distributed generation agreement, specifying the interconnection terms and conditions, shall be executed by the Company and the Customer before the distributed generation facility is interconnected to the Company distribution facility.

- 7. Customer’s distributed generation facility shall comply with Underwriters Laboratories (UL) standard 1741, latest revision.

- 8. The Customer shall install, operate, and maintain the distributed generation facility in accordance with manufacturer suggested practices.

- 9. Customer shall install, operate, and maintain the distributed generation facility in accordance with the manufacturer’s suggested practices for safe, efficient, and reliable operation in parallel to the Company’s distribution facility.

- 10. The Company may isolate the distributed generation facility if the Company believes continued interconnection creates or contributes to a system emergency. At the Customer’s expense, Customer shall install a lockable manual or power operable disconnect switch, or lockable circuit breaker shall be installed between the generation source and Company’s electric system, and be accessible to Company personnel at all times.

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- 11. The Company may perform reasonable on-site inspections to verify the proper installation and continued safe operation of the new metering facility and interconnections, at reasonable times and upon reasonable advance notice to the Customer.
- 12. Customer will grant Company access to Customer’s property, at all reasonable times, to allow the Company to carry out its duties under this Agreement.
- 13. Customer will provide Company with ten (10) days’ notice of any changes that it intends to make to the Customer Equipment or the Customer’s facilities that may affect the Company’s Equipment or the Company’s system. Whenever Customer becomes aware that it may be violating the above Qualifying Standards, Customer shall promptly contact the Company with whatever information Customer may have and shall confirm such information by formal notice to Company within ten (10) days.
- 14. Customer shall provide Company proof of liability insurance, as specified below, before excess distributed generation billing shall go into effect.

II. INTERCONNECTION AND DELIVERY POINT

- 1. Interconnection shall mean the physical, parallel connection of a distributed generation facility with a Company distribution facility.
- 2. The delivery point for the Electricity will be the first cut off point on the Company’s side of the Company Meter (Delivery Point). Customer will transfer title of the Electricity, free and clear of all liens, to the Company at the Delivery Point.

III. METERING

- 1. If either party can demonstrate that the Company Meter failed to accurately record the Electricity delivered by Customer during any period of time, then the Electricity delivered during that period will be estimated by the Company using what the Company determines is the best evidence available, which may include Customer’s meters, if any, or the results from a similar period of operation.
- 2. All Company owned meters will be kept under seal. The Company will not break the seal without giving the Customer notice. The Customer will be given a reasonable amount of time to have a proper representative present when the seal is broken.
- 3. Company will seal and inspect the meter, and testing will be performed by the Company or an accredited representative and in accordance with the rules and regulations of the Indiana Utility Regulatory Commission (IURC).

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4. The Company will read the Company Meter as near as practical to the end of the normal billing cycle. The Company will provide the excess distributed generation metering readings, including Inflow and Outflow, to the Customer as part of the monthly billing data.

IV. DEFAULTS AND REMEDIES

1. If Company determines that Customer is failing to meet the Qualifying Standards, or that Customer is creating or contributing to an emergency for Company's system, then Company may, without notice, disconnect the Customer's facilities from Company's system. If Company disconnects Customer's facilities from Company's system, then Company will provide Customer with an explanation for the disconnection. If Customer can demonstrate to Company that the basis for Company's disconnection has been remedied and no additional basis for disconnection then exists, then Company will reconnect Customer's facilities to Company's system.
2. If either party believes that the other party has breached a material provision of this Agreement, the non-breaching party may terminate this Agreement. The non-breaching party must give the breaching party notice of the breach, and this Agreement will terminate thirty (30) days after the breaching party receives such notice if the breach has not been cured by that date.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Customer shall have and maintain a homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a distributed generation facility. Proof of insurance will be provided to the Company prior to commencement of net metering operation by the Customer. Company may request verification of continued coverage annually as a prerequisite of continuation of the distributed generation agreement.
2. The Customer shall protect, indemnify and hold harmless the Company against any claims made against or costs incurred by the Company, including reasonable attorneys' fees that arise from the Customer's Equipment or the Electricity prior to its transfer to Company at the Delivery Point.
3. The Company shall protect, indemnify and hold harmless the Customer against claims made against or costs incurred by the Customer, including reasonable attorneys' fees that arise from the Company's Equipment or the Electricity after its transfer to Company at the Delivery Point.

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- 4. NEITHER THE CUSTOMER NOR THE COMPANY IS LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOSS OF PROFITS DUE TO BUSINESS INTERRUPTIONS, IN COMPUTING ANY CLAIM, DAMAGE, LIABILITY OR EXPENSE UNDER THIS AGREEMENT.

VI. UNUSUAL EVENTS

- 1. Neither party is liable to the other for any failure or delay in its performance if such failure or delay is caused by events beyond the reasonable control of the party who failed to perform, unless that failure or delay is caused by that party's gross negligence or willful misconduct.

VII. ASSIGNMENT

- 1. This Agreement may not be assigned by Customer except with Company's express written consent. If Customer sells the facilities that generate Electricity, this Agreement will terminate on the effective date of that sale.

VIII. NOTICES

Any notice required to be given in this Agreement must be in writing and delivered in person or sent by U.S. registered mail to the following address:

To Company: New Business Department
Northern Indiana Public Service Company
801 E. 86th Avenue
Merrillville, IN 46410-6271

To Customer: _____

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IX. MISCELLANEOUS

1. Any termination of this Agreement will not affect the parties' obligations with respect to any deliveries of Electricity that occurred prior to the termination.
2. If a court determines that any provision of this Agreement is unenforceable or invalid, the parties intend for the remainder of this Agreement to be enforced to the fullest extent possible.
3. The parties do not intend the rights and remedies specified in this Agreement to be exclusive and preserve all other rights and remedies available to them at law or in equity.
4. This Agreement is to be construed and enforced in accordance with the laws of the State of Indiana, exclusive of Indiana's conflicts of law principles.
5. This Agreement is subject to the approval of any regulatory bodies having jurisdiction over either the Company or the Customer. If such a regulatory body determines that this agreement is not proper, then this Agreement will be considered void and terminated.
6. The Company's General Rules and Regulations Applicable to Electric Service, on file with the IURC, are incorporated into this Agreement. Customer acknowledges receipt of the current General Rules and Regulations Applicable to Electric Service.
7. For the purpose of making upgrades or repairs other than emergency repairs, Company reserves the right to disconnect the Customer's electric system on any day or days, provided that notification of Company's intention to interruption is given to at least seven (7) calendar days prior to the hour of interruption. Company will use best efforts to schedule such interruption at a time acceptable to Customer and Company, and, other than emergency repairs, such outages shall be limited in duration to seven (7) consecutive days unless otherwise agreed by Company and Customer, and shall occur no more than twice per calendar year.

Intending to be bound by this Agreement, the parties have executed this Agreement.
NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

By: _____
Name: _____
Title: _____

CUSTOMER

By: _____
Name: _____
Title: _____

Issued Date
__/__/2023

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__/__/2023



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RIDER 594
ADJUSTMENT OF CHARGES FOR VARIABLE COSTS OF COAL-FIRED GENERATION

Sheet No. 1 of 2

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR VARIABLE COSTS OF COAL-FIRED GENERATION

Energy Charges in this Rider 594 are subject to adjustment to reflect the ratemaking treatment for variable operation and maintenance expenses associated with: (1) generation maintenance activity; (2) planned outages; (3) forced outages; (4) chemicals, reagents, and similar consumable products utilized at Company’s coal-fired generation assets; (5) non-trackable fuel handling; and (6) state and federal nitrogen oxides (“NOx”) emission allowance costs and credits. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$VCCG = (((GMA+PO+FO+VCC +FH+ EAC) – VR) * VAP) / S$$

Where:

- “VCCG” is the rate adjustment for each Rate Schedule representing the ratemaking treatment for variable operation and maintenance expenses associated with (1) generation maintenance activity; (2) planned outages; (3) forced outages; (4) chemicals, reagents, and similar consumable products utilized by NIPSCO’s coal-fired generation assets; (5) non-trackable fuel handling; and (6) and state and federal NOx emission allowance costs and credits;
- “GMA” is historical expenses related to Generation Maintenance Activity associated with the Company’s coal-fired generating assets;
- “PO” is historical Planned Outage expenses associated with the Company’s coal-fired generating assets;
- “FO” is historical Forced Outage expenses associated with the Company’s coal-fired generating assets;
- “VCC” is Variable Chemical Costs and equals the Company’s historical operation and maintenance expenses associated with chemicals, reagents, and similar consumable products utilized by the Company’s coal-fired generating assets;
- “FH” is historical expenses related to non-trackable Fuel Handling;
- “EAC” is Emission Allowance Costs and equals the Company’s historical Emission Allowance (EA) Costs used by retail customers during the period;
- “VR” is Variable Revenues and equals the retail portion of the margin from EA sales (net of costs) during the period;
- “VAP” is VCCG Production Energy Allocation Percentage for each Rate Schedule; and
- “S” is Sales and equals the forecast six (6) month kWh sales for each applicable Rate Schedule.

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RIDER 594
ADJUSTMENT OF CHARGES FOR VARIABLE COSTS OF COAL-FIRED GENERATION

Sheet No. 2 of 2

VARIABLE COSTS OF COAL-FIRED GENERATION FACTOR

The Rate Schedules identified in Appendix A are subject to a VCCG Factor. The VCCG Factors in Appendix K are applicable hereto and are issued and effective at the dates shown on Appendix K.

The VCCG Factors as computed above shall be further modified to allow for the recovery of the VCCG revenue requirement reconciled with actual sales and revenues. The VCCG Factors per kWh charge for each Rate Schedule are shown on Appendix K.

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RIDER 597
UNIVERSAL SERVICE PROGRAM (USP) RIDER

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

DESCRIPTION

This Rider shall provide funding for an assistance program for Low-Income Customers throughout the area served by the Company.

For purposes of this Rider, “Low-Income Customer” shall mean a customer who qualifies and is approved for federal Low Income Home Energy Assistance Program (“LIHEAP”) assistance as determined by the State of Indiana.

USP CHARGE

A charge of \$0.40 shall be added to each customer meter each month.

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APPENDIX A
APPLICABLE RIDERS

Sheet No. 1 of 2

Rider	Code	Rider Name	Applicable Tariffs
Rider 570	FAC	Adjustment of Charges for Cost of Fuel Rider	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 571	RTO	Adjustment of Charges for Regional Transmission Organization Adjustment	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1 and Tier 2, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 574	RA	Adjustment of Charges for Resource Adequacy	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 576	BMTIS	Back-Up and Maintenance Industrial Service Rider	531
Rider 577	EDR	Economic Development Rider	524, 526, 532, 533
Rider 578	COG	Purchases from Cogeneration Facilities and Small Power Production Facilities	511, 520, 521, 522, 523, 524, 525, 526, 532, 533, 541, 544
Rider 579	IS	Interconnection Standards	511, 520, 521, 522, 523, 524, 525, 526, 531, 532, 533, 541, 544, 565
Rider 580	NM	Net Metering	511, 520, 521, 522, 523, 524, 525, 526, 532, 533, 541

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APPENDIX A
APPLICABLE RIDERS

Sheet No. 2 of 2

Rider	Code	Rider Name	Applicable Tariffs
Rider 581	DRR 1	Demand Response Resource Type 1 (DRR 1) – Energy Only	523, 524, 525, 526, 531, 532, 533
Rider 582	EDR-1	Emergency Demand Response Resource (EDR) – Energy Only	523, 524, 525, 526, 531, 532, 533
Rider 583	DSMA	Adjustment of Charges for Demand Side Management Adjustment Mechanism (DSMA)	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 543, 544, Rider 576
Rider 586	GPR	Green Power Rider	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, and Rider 576
Rider 587	FMCA	Adjustment of Charges for Federally Mandated Costs	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 588	TDSIC	Adjustment of Charges for Transmission, Distribution and Storage System Improvement Charge	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 589	EDG	Excess Distributed Generation	511, 520, 521, 522, 523, 524, 525, 526, 532, 533, 541
Rider 594		Adjustment of Charges for Variable Costs of Coal-Fired Generation	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555, 560, Rider 576
Rider 597		Universal Service Program (USP) Rider	511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 543, 544, Rider 576

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APPENDIX B
FUEL COST ADJUSTMENT

Sheet No. 1 of 1

As shown in Appendix A, the charges in Rates Schedules 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555 and 560, and Rider 576 are subject to the Fuel Cost Adjustment computed in accordance with Rider 570 – Adjustment of Charges for Cost of Fuel Rider.

Effective for bills rendered during the _____, _____, and _____ 2023 billing cycles, or until a new factor is approved by the Commission, the Fuel Cost Adjustment shall be:

A charge of \$0.XXXXXX per kWh

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APPENDIX C
REGIONAL TRANSMISSION ORGANIZATION ADJUSTMENT FACTOR

Sheet No. 1 of 1

As shown in Appendix A, the Regional Transmission Organization (“RTO”) Adjustment Factor in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1 and Tier 2, 532, 533, 541, 542, 543, 544, 550, 555 and 560, and Rider 576 shall be computed in accordance with Rider 571 – Adjustment of Charges for Regional Transmission Organization.

Effective for bills rendered during the _____ through _____ October 202_ billing cycles, or until new factors are approved by the Commission, the RTO Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 2	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 542	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 550	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 555	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 560	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note below

The RTO Factor for Rider 576 will be the RTO Factor associated with the firm service under Rate Schedule 531 Tier 1 and 831 Tier 2 being used in conjunction with this Rider.

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APPENDIX F
RESOURCE ADEQUACY ADJUSTMENT FACTOR

Sheet No. 1 of 1

As shown in Appendix A, the Resource Adequacy (“RA”) Adjustment Factor in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555 and 560, and Rider 576 shall be computed in accordance with Rider 574 – Adjustment of Charges for Resource Adequacy.

Effective for bills rendered during the _____ through _____ 202_ billing cycles, or until new factors are approved by the Commission, the RA Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 542	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 550	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 555	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 560	A charge/credit of \$0.XXXXXX per kWh used per month
Rider 576	See note below

The RA Factor for Rider 576 will be the RA Factor associated with the firm service under Rate Schedule 531 Tier 1 being used in conjunction with this Rider.

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APPENDIX G
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA) FACTOR

Sheet No. 1 of 5

As shown in Appendix A, the Demand Side Management Adjustment Mechanism (DSMA) Factor in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 543, 544 and Rider 576 shall be computed in accordance with Rider 583 – Adjustment of Charges for Demand Side Management Adjustment Mechanism (DSMA). The DSMA Factor for Rider 576 will be the DSMA Factor associated with the firm service under Rate Schedule 531 Tier 1 being used in conjunction with this Rider.

Effective for bills rendered during the _____ through _____ 202_ billing cycles, or until new factors are approved by the Commission, the DSMA Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXX per kWh used per month
Rider 576	See note above

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APPENDIX G
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA) FACTOR

Sheet No. 2 of 5

For Qualifying Customers electing to opt out of participation in the Company’s Energy Efficiency Program and Rider 583 effective January 1, 20__, the Opt Out DSMA Factor effective for bills rendered during the _____ through _____ 202_ billing cycles, or until new factors are approved by the Commission, shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note above

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APPENDIX G
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA) FACTOR

Sheet No. 3 of 5

For Qualifying Customers electing to opt out of participation in the Company’s Energy Efficiency Program and Rider 583 effective January 1, 20__, the Opt Out DSMA Factor effective for bills rendered during the _____ through _____ 202_ billing cycles, or until new factors are approved by the Commission, shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note above

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APPENDIX G
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA) FACTOR

Sheet No. 4 of 5

For Qualifying Customers electing to opt out of participation in the Company’s Energy Efficiency Program and Rider 583 effective January 1, 20__, the Opt Out DSMA Factor effective for bills rendered during the _____ through _____ 202_ billing cycles, or until new factors are approved by the Commission, shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note above

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APPENDIX G
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA) FACTOR

Sheet No. 5 of 5

For Qualifying Customers electing to opt out of participation in the Company’s Energy Efficiency Program and Rider 583 effective January 1, 20__, the Opt Out DSMA Factor effective for bills rendered during the _____ through _____ 202_ billing cycles, or until new factors are approved by the Commission, shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note above

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APPENDIX H
GREEN POWER RIDER RATE

Sheet No. 1 of 1

As shown in Appendix A, the Green Power Rider Rate in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555 and 560, and Rider 576, shall be computed in accordance with Rider 586 – Green Power Rider.

The GPR Rate for Rider 576 will be the GPR Rate associated with the firm service under Rate Schedule 531 Tier 1 being used in conjunction with this Rider.

Effective for bills rendered during the _____ 202_ through _____ 202_ billing cycles, or until new factors are approved by the Commission, the Green Power Rider Rate shall be a charge of \$0.XXXXXX per kWh.

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APPENDIX I
FEDERALLY MANDATED COST ADJUSTMENT FACTOR

Sheet No. 1 of 1

As shown in Appendix A, the Federally Mandated Cost Adjustment (“FMCA”) Factor in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 543, 542, 544, 550, 555 and 560, and Rider 576 shall be computed in accordance with Rider 587 – Adjustment of Charges for Federally Mandated Costs.

Effective for bills rendered during the _____ through _____ 202_ billing cycles, continuing until new factors are approved by the Commission, the FMCA Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 542	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 550	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 555	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 560	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note below

The FMCA Factor for Rider 576 will be the FMCA Factor associated with the firm service under Rate Schedule 531 Tier 1 being used in conjunction with this Rider.

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APPENDIX J
TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM IMPROVEMENT CHARGE

Sheet No. 1 of 1

As shown in Appendix A, the Transmission, Distribution and Storage System Improvement Charge (“TDSIC”) in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 543, 544, 550, 555 and 560, and Rider 576, shall be computed in accordance with Rider 588 – Adjustment of Charges for Transmission, Distribution and Storage System Improvement Charge.

Effective for bills rendered during the _____ through _____ 202_ billing cycles, or until a new TDSIC is approved by the Commission, the TDSIC shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 542	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 550	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 555	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 560	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note below

The TDSIC for Rider 576 will be the TDSIC associated with the firm service under Rate Schedule 531 Tier 1 being used in conjunction with this Rider.

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APPENDIX K
VARIABLE COSTS OF COAL-FIRED GENERATION ADJUSTMENT

Sheet No. 1 of 1

As shown in Appendix A, the Variable Costs of Coal-Fired Generation Adjustment (“VCCG”) Factors in Rates 511, 520, 521, 522, 523, 524, 525, 526, 531 Tier 1, 532, 533, 541, 542, 544, and Rider 576, shall be computed in accordance with Rider 594– Adjustment of Charges for Variable Costs of Coal-Fired Generation.

Effective for bills rendered during the _____ through _____ 202_ billing cycles, or until a new VCCG Factor is approved by the Commission, the VCCG Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 511	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 520	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 521	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 522	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 523	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 524	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 525	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 526	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 531 Tier 1	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 532	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 533	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 541	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 542	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 543	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 544	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 550	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 555	A charge/credit of \$0.XXXXXXX per kWh used per month
Rate 560	A charge/credit of \$0.XXXXXXX per kWh used per month
Rider 576	See note below

The VCCG Factor for Rider 576 will be the VCCG Factor associated with the firm service under Rate Schedule 531 Tier 1 being used in conjunction with this Rider.

Issued Date
 __/__/2023

Effective Date
 __/__/2023



NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC
AGREEMENT FOR ELECTRIC SERVICE
Rates 524/525/532/533/543/544



This Agreement for Electric Service ("Agreement"), made this ____ day of _____, by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC, an Indiana limited liability company (the "Company"), and _____ ("Customer").

For and in consideration of the mutual covenants and agreements hereinafter contained and according to the provisions of NIPSCO's electric retail service tariff, the parties agree as follows:

The Company agrees to furnish to Customer during the term of this Agreement, and Customer agrees to take from the Company, all the electric energy of the character specified herein that shall be purchased by Customer for use by Customer at:

 ("Address"). Account Number _____ Site Identification Number

The electric service supplied and taken hereunder shall be ____ phase, 60 cycle, alternating current, at a voltage of approximately _____ volts, and shall be metered at a voltage of _____ volts.

Standard Rate Demand:

At the commencement of service, the Contract Demand of Customer is _____ kW.

Rate 532 / Rate 533 Back-Up Service:

At the commencement of service, Customer shall provide the following information for purposes of qualifying for Back-Up Service under Rates 532 and 533:

- (i) details on each Cogeneration System including, but not limited to, net demonstrated capacity,
- (ii) scheduled planned maintenance for each Cogeneration System, and
- (iii) schedule an initial eligibility inspection for each Cogeneration System.

Customer shall demonstrate that adequate metering exists or shall install submetering such that ongoing capacity utilization can be recorded for each Cogeneration System, and upon request, will permit verification by the Company of the operating status of each Cogeneration System.

The Company shall begin to supply electric service under the Company's Rate ____ on or about _____ and the term of this Agreement shall continue in effect for an initial term not less than the minimum term set forth in the applicable Rate ending _____ (the "Initial Term Expiration Date"), and from month to month thereafter until terminated by either party, such termination to be effective at the end of a calendar month. At least sixty days prior written notice of termination is required to terminate this Agreement at the Initial Term Expiration Date or at the end of any calendar month thereafter pursuant to this paragraph.

Customer agrees to pay the Company monthly for all electric service supplied hereunder, or minimum provisions, in accordance with the rates provided for in the Rate Schedule(s) referred to above, as such rates are in effect from time to time during the term of this Agreement.

This Agreement incorporates by reference the Rate referred to above and the Company's General Rules and Regulations Applicable to Electric Service on file with the Indiana Utility Regulatory Commission, as the same may be amended, modified or supplemented from time to time, all of which are made part of this Agreement.

There are no oral understandings or agreements other than as set forth in this Agreement and Exhibit A attached hereto and incorporated herein by reference.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by the Company of electric service at Customer's premises specified above.

Notice and Correspondence. Any notices required by this Agreement or by law shall be in writing and addressed to the parties at their respective addresses set forth below and shall be properly served when sent via overnight mail, certified mail, postage prepaid return receipt requested, or when received by facsimile at the facsimile number set forth in this Agreement. Notices shall be effective upon receipt or refusal to accept. Either party may change its address for the purpose of this Agreement by giving written notice of such change to the other party in the manner provided herein.

Written notice and correspondence to the Company shall be addressed as follows:

Northern Indiana Public Service Company LLC
Attn: Business Link
801 E. 86th Avenue
Merrillville, Indiana 46410
Facsimile no: 1-219-647-6500
Telephone no: 1-888-689-8665
E-mail address: businesslink@nisource.com

Written notice and correspondence to the Customer shall be addressed as follows:

Customer Name: _____
Attn: _____
Address: _____
City, State Zip: _____
Facsimile no: _____
Telephone no: _____
E-mail address: _____

The parties agree to all terms and conditions set forth above, the Terms and Conditions of Service, and Exhibit A attached hereto. This Agreement shall be in full force and effect when signed by the authorized representatives of both parties.

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

By: _____

By: _____

Printed: _____

Printed: _____

Its: _____

Its: _____

TERMS AND CONDITIONS OF SERVICE

1. Customer agrees to notify the Company prior to any significant changes in its electric requirements.
2. If the service is not commenced by Customer on the date specified in this Agreement, the term of this Agreement shall be extended for a period of time equal to the period between the date specified herein for commencement of service and the date upon which Customer commenced taking service under this Agreement.
3. All wiring and other electric equipment installed by Customer shall be maintained by Customer at all times in conformity with the requirements of National Board of Fire Underwriters, National Electric Code, National Electric Safety Code and local laws and regulations, if applicable. An inspector from the Company shall be permitted to inspect Customer's wiring and apparatus and the Company may transmit its recommendations in connection with any inspections to Customer, but nothing herein shall be construed to mean that the Company shall be required to inspect or examine, or in any way be responsible for the conditions of the conduits, pipes, wires or appliances on Customer's premises.
4. Customer agrees that the Company's provision of service under this Agreement is subject to the rules and regulations of North American Electric Reliability Council ("NERC"), *ReliabilityFirst* Corporation regional reliability council ("RFC") and Midcontinent Independent System Operator, Inc. ("MISO") or any successor organizations. Customer understands that NERC, RFC and MISO or their successors may allocate charges for noncompliance with their rules and regulations (see, by way of example and not limitation, NERC Policy 1, Section E, Performance Standard). Upon approval by the Indiana Utility Regulatory Commission, the rates paid by Customer pursuant to this Agreement may be subject to adjustments for any charges Company is assessed by NERC, RFC or MISO or any agency having jurisdiction relative to existing or future control performance criteria arising from the acts or omissions of Customer. Customer shall use its best efforts to minimize these charges and their impact on Customer and the Company.
5. The Company and Customer shall attempt in good faith to resolve all disputes promptly in the normal course of business. In the event a dispute is not resolved in the normal course of business, the Company and Customer shall follow the procedures set forth in the Indiana Utility Regulatory Commission's Rules on Customer Complaints (170 IAC 16-1-1 *et seq.*).
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be withheld unreasonably. Any assignment by one party to this Agreement shall not release that party of its financial obligations hereunder unless the other party to this Agreement consents to such release in writing.

**EXHIBIT A
TO
AGREEMENT FOR ELECTRIC SERVICE
Rates 524/525/532/533/543/544**

**[INSERT TERMS REGARDING ADDITIONAL FACILITIES NEEDED, INTERCONNECTION OR OTHER TERMS
SPECIFIC TO CUSTOMER'S LOCATION]**



**NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC
AGREEMENT FOR ELECTRIC SERVICE
Rate 531 and Rider 576**

This Agreement for Electric Service ("Agreement"), made this ____ day of _____ by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC, an Indiana limited liability company (the "Company"), and _____ ("Customer").

For and in consideration of the mutual covenants and agreements hereinafter contained and according to the provisions of NIPSCO's electric retail service tariff, the parties agree as follows:

Aggregation:

If applicable, the Company will aggregate the following customer premises and associated meters according to the provisions of the tariff:

_____ ("Premise Address"). Site Identification Number: _____ Meter Number(s): _____

_____ ("Premise Address"). Site Identification Number: _____ Meter Number(s): _____

_____ ("Premise Address"). Site Identification Number: _____ Meter Number(s): _____

Tier 1 Service:

The Company agrees to furnish to Customer during the term of this Agreement, and Customer agrees to take from the Company, firm electric capacity of _____ and energy as calculated on an hourly basis (demand must be at least 10,000 kW at one location for the past 12 months) specified herein that shall be purchased by Customer for use by Customer at:

List all addresses and sites to which Rate 531 applies:

_____ ("Address"). Account Number: _____ Site Identification Number: _____

_____ ("Address"). Account Number: _____ Site Identification Number: _____

_____ ("Address"). Account Number: _____ Site Identification Number: _____

Tier 2 Service:

Election of Tier 2 Service Yes _____ No _____

If Yes –

Site Identification Number _____ Contract Demand amount _____ kW

Site Identification Number _____ Contract Demand amount _____ kW

Site Identification Number _____ Contract Demand amount _____ kW

Tier 3 Service:

Election of Tier 3 Service Yes ___ No ___

If Yes –

Site Identification Number _____ Contract Demand amount _____kW

Site Identification Number _____ Contract Demand amount _____kW

Site Identification Number _____ Contract Demand amount _____kW

Charges:

All charges for Tier 1, Tier 2, and Tier 3 are detailed in 531 Tariff Sheet.

Miscellaneous:

The electric service supplied and taken hereunder shall be ___ phase, 60 cycle, alternating current, at a voltage of approximately ___ volts, and shall be metered at a voltage of _____ volts.

For Customers electing Tier 2 and/or Tier 3 service, the Company, Customer and Customer's Supplier shall enter into a Tri Party Agreement the form of which is attached hereto as Exhibit A. In the event that Customer and its supplier does not enter into a Tri-Party Agreement, then by default all of the Customer' demand will be treated as Tier 2 service.

Rider 576 Backup Service:

At the commencement of service, Customer shall provide the following information for purposes of qualifying for Rider 576 Back up service:

- (i) details on each Cogeneration System including, but not limited to, net demonstrated capacity,
- (ii) scheduled planned maintenance for each Cogeneration System, and
- (iii) schedule an initial eligibility inspection for each Cogeneration System.

Customer shall demonstrate that adequate metering exists or shall install submetering such that ongoing capacity utilization can be recorded for each Cogeneration System, and upon request, will permit verification by the Company of the operating status of each Cogeneration System.

The Company shall begin to supply electric service under the Company's Rate Schedule 531 on or about _____ and the term of this Agreement shall continue in effect until the effective date for new rates under NIPSCO's next electric rate case filing after the rate case to be filed in September of 2022 or May 31, 2026, whichever is earlier (the "Initial Term Expiration Date") and annually thereafter until terminated by either party. The Company and Customer should work together to provide for termination to be effective at the end of the then effective Midcontinent Independent System Operator Inc. (MISO) capacity planning year, or, if MISO has implemented a seasonal contract construct, at the end of the immediately subsequent capacity season. At least three hundred-sixty days prior written notice of termination is required to terminate this Agreement at the Initial Term Expiration Date or at the end of any calendar month thereafter pursuant to this paragraph.

Customer agrees to pay the Company monthly for electric service supplied hereunder, or minimum provisions, in accordance with the rates provided for in the Rate Schedule, as such rates are in effect from time to time during the term of this Agreement. Customer also agrees to pay the Company weekly for settlement amounts from MISO that are associated with any of Customer's Tier 3 service hereunder.

This Agreement incorporates by reference all terms and conditions set forth Rate Schedule 531 and the Company's General Rules and Regulations Applicable to Electric Service on file with the Indiana Utility Regulatory Commission, as the same may be amended, modified or supplemented from time to time, all of which are made part of this Agreement. To the extent there is a conflict between this Agreement, the Tri-Party Agreement and Rate Schedule 531, Rate Schedule 531 shall control.

There are no oral understandings or agreements other than as set forth in this Agreement and the Exhibits attached hereto.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by the Company of electric service at Customer's premises specified above.

The parties agree to all terms and conditions set forth above and on the reverse side of this Agreement and this Agreement shall be in full force and effect when signed by the authorized representatives of both parties.

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

By: _____

By: _____

Printed: _____

Printed: _____

Its: _____

Its: _____

TERMS AND CONDITIONS OF SERVICE

1. Customer agrees to notify the Company prior to any significant changes in its electric requirements.

2. If the service is not commenced by Customer on the date specified in this Agreement, the term of this Agreement shall be extended for a period of time equal to the period between the date specified herein for commencement of service and the date upon which Customer commenced taking service under this Agreement.

3. All wiring and other electric equipment installed by Customer shall be maintained by Customer at all times in conformity with the requirements of National Board of Fire Underwriters, National Electric Code, National Electric Safety Code and local laws and regulations, if applicable. An inspector from the Company shall be permitted to inspect Customer's wiring and apparatus and the Company may transmit its recommendations in connection with any inspections to Customer, but nothing herein shall be construed to mean that the Company shall be required to inspect or examine, or in any way be responsible for the conditions of the conduits, pipes, wires or appliances on Customer's premises.

4. Customer agrees that the Company's provision of service under this Agreement is subject to the rules and regulations of North American Electric Reliability Council ("NERC"), *ReliabilityFirst* Corporation regional reliability council ("RFC") and Midcontinent Independent System Operator, Inc. ("MISO") or any successor organizations. Customer understands that NERC, RFC and MISO or their successors may allocate charges for noncompliance with their rules and regulations (see, by way of example and not limitation, NERC Policy 1, Section E, Performance Standard). Upon approval by the Indiana Utility Regulatory Commission, the rates paid by Customer pursuant to this Agreement may be subject to adjustments for any charges Company is assessed by NERC, RFC or MISO or any agency having jurisdiction relative to existing or future control performance criteria arising from the acts or omissions of Customer. Customer shall use its best efforts to minimize these charges and their impact on Customer and the Company.

5. The Company and Customer shall attempt in good faith to resolve all disputes promptly in the normal course of business. In the event a dispute is not resolved in the normal course of business, the Company and Customer shall follow the procedures set forth in the Indiana Utility Regulatory Commission's Rules on Customer Complaints (170 IAC 16-1-1 *et seq.*) except as otherwise provided in NIPSCO's tariff including provisions within Rate 531.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be withheld unreasonably. Any assignment by one party to this Agreement shall not release that party of its financial obligations hereunder unless the other party to this Agreement consents to such release in writing.

**EXHIBIT A
TO
[INSERT TRI-PARTY AGREEMENT FOR TIER 2 AND/OR TIER 3 SERVICE]
RATE 531**



ELECTRIC RATE CHANGE RELEASE

I (Print Name and Title) _____
hereby authorize Northern Indiana Public Service Company to change my current electric rate schedule from Rate ____ to Rate ____.

I understand this voluntary change will take place at the next available billing period, and will remain in effect until further notice in compliance with the Indiana Utility Regulatory Commission rules and regulations.

I further understand that Northern Indiana Public Service Company has no liability for the service rendered prior to the effectiveness of Rate ____.

Customer Name: _____

Customer Account #: _____

Meter #: _____

Service Address: _____

Phone Number: _____

Authorized Signature: _____

Date: _____

Please return to:

Mail: Northern Indiana Public Service Company
Attn: Business Link
801 E 86th Ave
Merrillville, IN 46410

E-Mail: businesslink@nisource.com