
VERIFIED DIRECT TESTIMONY OF KEVIN A. KIRKHAM

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

2 A1. My name is Kevin A. Kirkham. My business address is 801 E. 86th
3 Avenue, Merrillville, Indiana 46410. I am employed by Northern Indiana
4 Public Service Company LLC ("NIPSCO") as Manager of New Business.

5 **Q2. Please summarize your employment and educational background.**

6 A2. I graduated from Iowa State University in Ames, Iowa, with a Bachelor of
7 Science Degree in Electrical Engineering. I also hold a Masters of Business
8 Administration Degree from Indiana University Northwest in Gary,
9 Indiana. I joined NiSource Inc. ("NiSource") in 1992 and held a variety of
10 positions through 1999, including Associate Trainee, Auditor Level 1 and
11 2, Marketing Specialist, and Financial Manager. From 1999 to 2003, I
12 worked as Principal and then Director of Strategic & Economic Analysis
13 for NIPSCO. From 2003 to 2008, I worked for NiSource Corporate
14 Services Company ("NCS") as Director of Corporate Development,
15 Director of Operations Integration & Support, Project Management

1 Operations Lead, and Project Manager. From 2008 to present, I worked
2 for NIPSCO in a variety of positions, including Director of Regulatory
3 Strategic Analysis, Director Energy Efficiency Group, and my current
4 position of Manager of New Business since 2013.

5 **Q3. What are your responsibilities as Manager of New Business?**

6 A3. As Manager of New Business, I am responsible for managing four areas of
7 work: (1) fast track engineering work in subdivisions, (2) conversion
8 project identification, (3) New Business customer contract development,
9 and (4) renewable energy programs.

10 **Q4. What is the purpose of your testimony?**

11 A4. The purpose of my testimony is to support NIPSCO's request for approval
12 of Rider 889 – Excess Distributed Generation Rider (“EDG Rider”) for
13 inclusion in NIPSCO's approved IURC Electric Service Tariff, Original
14 Volume No. 14 (“Electric Tariff”) in accordance with the requirements of
15 Indiana Code ch. 8-1-40 (the “Distributed Generation Statute”).

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

17 A5. Yes. I am sponsoring Attachment 2-A, which is NIPSCO's proposed EDG
18 Rider; Attachment 2-B, showing a 12-month utility bill comparison

1 A7. Yes. As of January 1, 2021, NIPSCO exceeded the overall 1.5% threshold
2 established by Section 10 of the Distributed Generation Statute.

3 **Q8. Has NIPSCO exceeded the capacity for all categories created by the**
4 **Distributed Generation Statute?**

5 A8. No. As shown in Table 1, NIPSCO has exceeded only the non-reserved
6 amount (by 20,529 kW), as well as the total in aggregate (by 2,123 kW).
7 Both the Residential and Biomass categories have not exceeded their
8 individual capacity thresholds.

9 While NIPSCO manages its capacity in the aggregate, it will honor the
10 non-reserved amounts for its customers. This approach provides a benefit
11 to non-reserved customers since more projects have been and will be
12 allowed to participate in the Net Metering Rider than would have
13 otherwise been allowed if NIPSCO managed its capacity by customer
14 categories.

15 **Q9. Does NIPSCO maintain discrete queues for each customer category?**

16 A9. Yes. NIPSCO maintains a queue for residential, biomass, and non-
17 reserved categories. Although NIPSCO has received applications in
18 excess of the available capacity statutorily required to be made available

1 for the non-reserved category under its Net Metering Rider, the Company
2 has continued to accept those applications. The statutory threshold is the
3 "Allowed Capacity (kW)" shown in Table 1.

4 Since NIPSCO has reached the statutory threshold, but not the capacity
5 threshold for residential and/or biomass capacity, the Company will
6 continue to accept applications and connect installations for those two
7 categories until January 1 of the first calendar year after the calendar year
8 in which the capacity threshold for residential and/or biomass capacity
9 has been reached or July 1, 2022, whichever comes first. The total amount
10 available for all customer categories is the "Available Capacity (kW)"
11 shown in Table 1.

12 **Q10. Please describe how the net metering queue is organized for each of the**
13 **customer categories.**

14 A10. NIPSCO assigns each application a participant number and tracks the
15 amount of capacity (in kW) included in the application. The Company
16 also tracks the original application received date, the approval date, and
17 the operational date. In addition, NIPSCO notes the technology and the
18 interconnection level (e.g., Level 1, Level 2, or Level 3). Because NIPSCO

1 has exceeded the threshold for non-reserved capacity, that information is
2 updated monthly on NIPSCO's website.¹

3 **Q11. Please describe the status for each of the customer categories.**

4 A11. As shown in Table 1 above, as of January 31, 2021, NIPSCO had 11,635 kW
5 of available capacity for residential customers and 6,771 kW available for
6 biomass customers. As also noted above, NIPSCO has exceeded the
7 threshold for non-reserved customers by 20,529 kW. NIPSCO will
8 continue accepting applications under the Net Metering Rider while the
9 EDG Rider is pending approval and will honor all applications that are
10 approved by December 31, 2021.² To ensure an application can be
11 approved to meet the December 31, 2021 approval deadline, NIPSCO is
12 requiring that completed applications be submitted by October 1, 2021.³

13 **Q12. What has NIPSCO done for non-reserved amounts in excess of the**
14 **minimum threshold?**

¹ <https://www.nipsco.com/services/renewable-energy-programs/net-metering>.

² This is consistent with Section 10 of the Distributed Generation Statute.

³ On March 1, 2021, NIPSCO posted on its website that applications will be accepted under the Net Metering Rider while the EDG Rider is pending approval and will honor all applications that are approved by December 31, 2021, as well as the requirement that completed applications be submitted by October 1, 2021.

1 A12. NIPSCO has continued to approve non-reserved amounts in excess of the
2 minimum threshold.

3 **Q13. Does NIPSCO anticipate that the remaining capacity for residential or**
4 **biomass customers under the Net Metering Rider will be exhausted**
5 **during 2021?**

6 A13. No. As of January 31, 2021, NIPSCO only had 6,421 kW of total capacity
7 for residential customers and no kW of capacity for biomass customers
8 under the Net Metering Rider, which leaves 11,635 kW of available
9 capacity for residential customers and 6,771 kW of available capacity for
10 biomass customers.

11 **Q14. Does NIPSCO anticipate that the remaining capacity for residential and**
12 **biomass customers under the Net Metering Rider will be exhausted**
13 **prior to the time NIPSCO will implement the EDG Rider?**

14 A14. No. NIPSCO does not anticipate the remaining capacity for residential
15 and biomass customers will be exhausted before July 1, 2022 (the date
16 NIPSCO will implement the EDG Rider with respect to these categories of
17 customers).

1 **Q15. If there is interest prior to July 1, 2022, how will NIPSCO handle the**
2 **available capacity for residential customers and biomass customers?**

3 A15. NIPSCO will continue to process applications through its Net Metering
4 Rider until such time as the residential category threshold is reached, or
5 until July 1, 2022, whichever is earlier. It will do the same until the
6 biomass threshold is reached. If either category threshold is reached, the
7 application queue will allow NIPSCO to track applicants to ensure correct
8 placement for available capacity. This queue would be maintained so that
9 customers who were scheduled to participate in the EDG Rider (because
10 all Net Metering capacity had been subscribed) could instead participate
11 in the Net Metering Rider if another Net Metering customer drops out of
12 the Net Metering program before becoming operational.

13 **PROPOSED EDG RIDER**

14 **Q16. Please summarize NIPSCO's proposed EDG Rider.**

15 A16. In accordance with Section 16 of the Distributed Generation Statute,
16 NIPSCO is requesting approval of its EDG Rider (attached as Attachment
17 2-A) to establish a rate for the procurement of excess distributed
18 generation. The EDG Rider will apply to any customer that is not eligible

1 for the Net Metering Rider, as discussed above. In accordance with the
2 Distributed Generation Statute, any non-reserved customer that has
3 submitted a complete application prior to October 1, 2021 will be
4 considered eligible under the Net Metering Rider. In accordance with the
5 Distributed Generation Statute, all residential and biomass customers will
6 be considered eligible under the Net Metering Rider until the category
7 threshold is reached, or July 1, 2022, whichever is earlier.

8 **Q17. How does the Distributed Generation Statute define Excess Distributed**
9 **Generation?**

10 A17. Section 5 of the Distributed Generation Statute defines Excess Distributed
11 Generation as “the difference between: (1) the electricity that is supplied
12 by an electricity supplier to a customer that produces distributed
13 generation; and (2) the electricity that is supplied back to the electricity
14 supplier by the customer.”

15 **Q18. How will NIPSCO measure Excess Distributed Generation under the**
16 **EDG Rider?**

17 A18. Under the EDG Rider, NIPSCO will measure the Excess Distributed
18 Generation by capturing the inflow and outflow of energy as measured by

1 the utility meter on an instantaneous basis. The utility meter for EDG
2 customers will have two channels: (1) a channel labeled "inflow" that
3 measures the electricity being used by the customer, net of the amount of
4 electricity being produced by the customer during the period recorded by
5 the meter;⁴ and (2) a channel labeled "outflow" that measures the
6 electricity being produced by the customer above the electricity being
7 used by the customer for the same period. The instantaneous calculation
8 the meter performs of the difference between the electricity NIPSCO is
9 supplying to the customer and the electricity the customer is supplying to
10 NIPSCO is measuring EDG, as required under Section 5 of the Distributed
11 Generation Statute.

12 **Q19. Is this the same way NIPSCO measures the amount of electricity**
13 **generated by Net Metering customers?**

14 A19. No. This method of measurement is different than how NIPSCO
15 measures the amount of electricity generated by customers under the Net

⁴ The "period" being measured by the meter is an interval of less than one second. There can be inflow or outflow for any particular period, or the meter can register "0" if the electricity NIPSCO is supplying to the customer and the electricity the customer is supplying to NIPSCO match during a particular period.

1 Metering Rider. Witness Sears explains why NIPSCO is proposing a
2 different methodology for the EDG Rider.

3 **Q20. How will the inflow and outflow be used to determine the charges on a**
4 **customer's monthly bill under the EDG Rider?**

5 A20. The resulting kilowatt-hour ("kWh") that is captured during each cycle
6 measured by a customer's meter will be totaled, and the total as recorded
7 by the inflow channel will be utilized at the end of monthly billing cycle as
8 the amount of energy in kWh to bill under the customer's standard tariff
9 rate. The resulting total kWh that is recorded by the outflow channel will
10 be utilized at the end of monthly billing cycle as the amount of energy in
11 kWh used in the calculation of the DG Billing Credit (as described below)
12 applied to the customer's monthly utility bill.

13 **Q21. Does the measurement of inflow and outflow allow a customer to**
14 **utilize its distributed generation resource to offset load?**

15 A21. Yes. The energy produced by the distributed generation resource can be
16 used to offset the customer's load, as further discussed by Witness Sears.

17 **Q22. How does the proposed EDG Rider differ from the Net Metering Rider?**

1 A22. First, as noted above, NIPSCO's instantaneous netting proposal differs
2 from the way Net Metering netting is calculated. Second, NIPSCO's
3 proposed EDG Rider differs from the current Net Metering Rider in the
4 way any "excess" generation produced by the distributed generation is
5 carried forward each month. Under the Net Metering Rider, all
6 generation that is produced above the consumption is credited to the
7 monthly utility bill in energy credits (kWh). These energy credits are then
8 applied to energy consumption (kWh) charged each month to the
9 customer on the monthly utility bill. If the energy credits for the month
10 are greater than the energy consumption charged for the month, the
11 difference (in kWh) is carried forward and applied to energy consumption
12 charged in future months.

13 Under the proposed EDG Rider, each instantaneous measurement will
14 have a charge or credit associated with it. For example, if for a given
15 period there is an outflow measurement, the customer would receive a
16 credit for this period (with the credit calculated based on the Marginal DG
17 Price⁵), and if there is an inflow measurement, the customer would receive

⁵ As discussed below, and as required in Section 17 of the Distributed Generation Statute,

1 a charge for this period (with the charge being at the applicable retail
2 electric rate).

3 **Q23. Please describe how the Marginal DG Price will be applied to a**
4 **customer's monthly bill.**

5 A23. At the end of the month, the amount of kWh accumulated in the outflow
6 channel will be multiplied by the Marginal DG Price to establish the "DG
7 Billing Credit" to be applied as a credit to the customer's bill.

8 The DG Billing Credit will not be returned to the customer but instead
9 will reduce the amount owed on the monthly utility bill, down to the
10 Minimum Monthly Charge (as defined in the customer's applicable Rate
11 Schedule). Any remaining DG Billing Credit will be carried forward to
12 the following month as a DG Billing Credit Balance to reduce the amount
13 owed on the monthly utility bill, down to the Minimum Monthly Charge
14 (as defined in the customer's applicable Rate Schedule). If the customer
15 discontinues service at the interconnection address, any unused and
16 remaining DG Billing Credit Balance will be forfeited by the customer and
17 passed back to other customers through NIPSCO's Fuel Cost Adjustment

the Marginal DG Price is 1.25 times the average real-time locational marginal price ("LMP") paid by NIPSCO in the prior calendar year.

1 ("FAC") under Rider 870.

2 **Q24. Please provide an example that compares a customer currently under**
3 **NIPSCO's Net Metering Rider to that same customer (using the same**
4 **usage) under the proposed EDG Rider.**

5 A24. Attachment 2-B is a 12-month utility bill comparison between the current
6 Net Metering Rider and the proposed EDG Rider for both a residential
7 and commercial customer currently enrolled in NIPSCO's Net Metering
8 Rider. The analysis illustrates how the customer utility bill changes
9 month-to-month based on the differences between the two Riders.

10 Over the 12 months, the residential customer annual inflow readings total
11 5,290 kWh (Column (b)) and the outflow readings total 4,250 kWh
12 (Column (c)). The resulting annual total amount owed under the Net
13 Metering Rider is \$409.66 (Column (u)), with the residential customer
14 retaining a 755 Kwh energy credit balance (Column (s)) to be used in a
15 future month(s). The resulting annual total amount owed under the
16 proposed EDG Rider would be \$779.45 (Column (o)), with the residential
17 customer retaining \$0 in DG Billing Credit Balance (Column (n)) to be
18 used in a future month(s).

1 Over the 12 months, the commercial customer annual inflow readings
2 total 19,968 kWh (Column (b)) and the outflow readings total 122,592 kWh
3 (Column (c)). The resulting annual total amount owed under the Net
4 Metering Rider is \$508.70 (Column (u)), with the commercial customer
5 retaining a 103,584 KWh energy credit balance (Column (s)) to be used in
6 a future month(s). The resulting annual total amount owed under the
7 proposed EDG Rider would be \$1,241.60 (Column (o)), with the
8 commercial customer retaining \$1,031.27 in DG Billing Credit Balance
9 (Column (n)) to be used in a future month(s).

10 **EDG RIDER CALCULATIONS**

11 **Q25. Please describe how the Marginal DG Price is calculated in the EDG**
12 **Rider.**

13 A25. Pursuant to Section 17 of the Distributed Generation Statute, the marginal
14 price of electricity to be used for Excess Distributed Generation
15 ("Marginal DG Price") is calculated as the average marginal price of
16 electricity paid by the electricity supplier during the most recent calendar
17 year, multiplied by one and twenty-five hundredths (1.25).

1 **Q26. How did NIPSCO determine the marginal price of electricity used in**
2 **the calculation of the Marginal DG Price?**

3 A26. The marginal price of electricity paid by NIPSCO for the most recent
4 calendar year was determined by averaging the 2020 Real-Time hourly
5 LMP at NIPSCO's NIPS.NIPS commercial pricing ("CP") node, as
6 reported by the Midcontinent Independent System Operator, Inc.
7 ("MISO").⁶ This is the CP node at which NIPSCO is charged for energy.
8 For 2020, the average LMP at the NIPS.NIPS CP node was \$21.16 per
9 megawatt-hour ("MWh").

10 **Q27. How did NIPSCO calculate its Marginal DG Price?**

11 A27. To calculate the Marginal DG Price, NIPSCO took the 2020 average Real-
12 Time LMP at the NIPS.NIPS CP node of \$21.16 per MWh, multiplied by
13 1.25 (\$26.45 per MWh) and then converted to a per kWh basis by dividing
14 the \$26.45 per MWh by 1,000, resulting in a Marginal DG Price of \$0.02645
15 per kWh.

16 **Q28. Why is NIPSCO utilizing the Real-Time LMP to calculate the Marginal**
17 **DG Price?**

⁶ MISO is the regional transmission organization of which NIPSCO is a member, as defined in Section 6 of the Distributed Generation Statute.

1 A28. The Real-Time LMP is based upon generation that is utilized but was not
2 forecasted in the Day-Ahead process. Excess Distributed Generation that
3 NIPSCO will purchase from customers is not forecasted. Consequently,
4 the Real-Time LMP is the most appropriate basis for the calculation of the
5 Marginal DG Price.

6 **Q29. Will the Marginal DG Price change each year?**

7 A29. Yes. Since the Marginal DG Price is calculated using the annual average
8 Real-Time LMP at NIPSCO's NIPS.NIPS CP node for the most recent
9 calendar year, it will change each year.

10 NIPSCO proposes to make an annual compliance filing in this docket that
11 reflects the updated Marginal DG Price. Since the average marginal price
12 for electricity paid by NIPSCO during the most recent calendar year will
13 not be confirmed until the end of February of each year, NIPSCO proposes
14 to make the annual compliance filing on or before March 1, for
15 implementation on April 1.⁷

16 **Q30. How will NIPSCO recover the DG Billing Credits in rates?**

⁷ Section 16 of the Distributed Generation Statute requires an updated rate for excess distributed generation be submitted on an annual basis, not later than March 1 of each year.

1 A30. As the DG Billing Credits represent a purchase by NIPSCO of excess
2 generation to serve other customers on NIPSCO's system, these costs will
3 be recovered from NIPSCO's customers as part of fuel costs, specifically
4 purchased power costs, in its monthly FAC in accordance with Section 15
5 of the Distributed Generation Statute.

6 **TRANSITION**

7 **Q31. How will NIPSCO transition eligible customers from its Net Metering**
8 **Rider to the EDG Rider?**

9 A31. NIPSCO will continue to offer its Net Metering Rider to customers based
10 on the capacity availability of the category. As explained above, for non-
11 reserved capacity, NIPSCO will continue accepting applications while the
12 EDG Rider is pending approval and will honor applications approved by
13 December 31, 2021. For residential or biomass capacity, NIPSCO will
14 continue to offer the Net Metering Rider until the threshold for the
15 category is met or July 1, 2022, whichever is earlier. Assuming NIPSCO
16 has an approved EDG Rider at that time, new qualifying residential and
17 biomass applicants will participate under the EDG Rider. If the threshold
18 is met for either of those categories before NIPSCO has an approved EDG

1 Rider, NIPSCO will treat residential and biomass applicants in a similar
2 fashion to the non-reserved applicants. NIPSCO will also continue to
3 keep its customers updated about the status of residential and biomass
4 capacity, including if it appears the applicable threshold for either
5 category will be met before July 1, 2022.

6 **Q32. Will a customer ever be transferred from the Net Metering Rider to the**
7 **EDG Rider?**

8 A32. Yes, but only based on the requirements set forth in Sections 13 and 14 of
9 the Distributed Generation Statute. Specifically, for a customer with
10 facilities installed on or before December 31, 2017, the Net Metering Rider
11 expires July 1, 2047.⁸ For a customer with facilities installed after
12 December 31, 2017, the Net Metering Rider expires July 1, 2032.⁹ Thus,
13 based on these statutory deadlines, some customers will be moved from
14 the Net Metering Rider to the EDG Rider on July 1 of 2032 or 2047. While
15 Sections 13 and 14 of the Distributed Generation Statute also provide that
16 a Net Metering Rider customer that removes or replaces its net metering
17 facility can also be removed from the Net Metering Rider, no customer

⁸ Ind. Code § 8-1-40-14.

⁹ Ind. Code § 8-1-40-13.

1 that participates in the Net Metering Rider will be moved to the EDG
2 Rider unless the customer removes or replaces the net metering facility or
3 after the applicable expiration date passes.

4 **Q33. What happens if a customer under the Net Metering Rider increases the**
5 **size of its facility above the approved capacity?**

6 A33. If a customer under the Net Metering Rider increases the size of its facility
7 above the approved capacity and there is no available capacity available
8 for that facility category, the customer would be allowed to either reduce
9 the installed capacity down to the capacity available under the Net
10 Metering Rider or submit a new application for the total capacity amount,
11 which would then transfer the entire capacity for the facility to the new
12 EDG Rider.

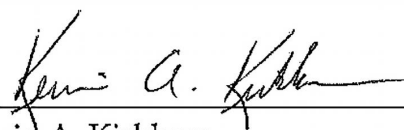
13 CONCLUSION

14 **Q34. Does this conclude your prepared direct testimony?**

15 A34. Yes.

VERIFICATION

I, Kevin A. Kirkham, Manager of New Business of 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 "Kevin A. Kirkham", is written over a horizontal line.

Kevin A. Kirkham

Date: May 10, 2021

RIDER 889
EXCESS DISTRIBUTED GENERATION

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.

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 879 – Interconnection Standards. Customer must not be eligible for Rider 880 – 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 879 – 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.

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.

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 870) or successor mechanism.

MARGINAL DG PRICE

Marginal DG Price: \$0.02645/kwh for all Outflow

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.

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.

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.

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.
 - 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 870) 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, ECAR, 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.

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.
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).
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.
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: _____

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: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY
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Issued Date
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__/__/2021



RATE 865
RENEWABLE FEED-IN TARIFF

Sheet No. 5 of 12

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 880 – Net Metering and Rider 889 – 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 878 – Purchases from Cogeneration Facilities and Small Power Production Facilities either in combination with or apart from the provisions of Rider 880 – Net Metering and Rider 889 – 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 879 – 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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APPENDIX A
APPLICABLE RIDERS

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Rider 886	GPR	Green Power Rider	811, 820, 821, 822, 823, 824, 825, 826, 831 Tier 1, 832, 833, 841, 842, 844, 850, 855, 860, and Rider 876
Rider 887	FMCA	Adjustment of Charges for Federally Mandated Costs	811, 820, 821, 822, 823, 824, 825, 826, 831 Tier 1, 832, 833, 841, 842, 844, 850, 855, 860, Rider 876
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GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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 831 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 831 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 832 and 833 and Rider 876.
- 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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**RATE 865
RENEWABLE FEED-IN TARIFF**

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CHARACTER OF SERVICE

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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 880 – Net Metering and Rider 889 – 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 878 – Purchases from Cogeneration Facilities and Small Power Production Facilities either in combination with or apart from the provisions of Rider 880 – Net Metering and Rider 889 – Excess Distributed Generation Rider.

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- 1.2 Asset Owner. A Tier 3 Rate 831 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 831 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 832 and 833 and Rider 876.
- 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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