

OFFICIAL
EXHIBITS

Petitioner's Exhibit No. 19-S
Cause No. 44688
Northern Indiana Public Service Company
Page 1

VERIFIED SETTLEMENT TESTIMONY OF CURT A. WESTERHAUSEN

IURC
PETITIONER'S

EXHIBIT NO. 19-S
4-13-16 DATE REPORTER AT

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

2 A1. My name is Curt A. Westerhausen. My business address is 801 E. 86th Avenue,
3 Merrillville, Indiana 46410. I am currently the Director of Rates and Contracts in
4 the Rates and Regulatory Finance Department for Northern Indiana Public
5 Service Company ("NIPSCO").

6 Q2. Are you the same Curt A. Westerhausen who prefiled direct testimony in this
7 Cause ?

8 A2. Yes.

9 Q3. What is the purpose of your settlement testimony in this proceeding?

10 A3. The purpose of my settlement testimony to support the Stipulation and
11 Settlement Agreement entered into as of the 19th day of February, 2016, by and
12 between NIPSCO, the Indiana Office of Utility Consumer Counselor ("OUCC"),
13 Indiana Municipal Utilities Group ("Municipals"), NIPSCO Industrial Group
14 ("Industrial Group"), NLMK Indiana ("NLMK"), United States Steel Corporation
15 ("U.S. Steel"); and United Steel, Paper and Forestry, Rubber, Manufacturing,

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1 Energy, Allied Industrial and Service Workers International Union, AFL-
2 CIO/CLC (collectively the "Settling Parties") filed in this Cause on February 19,
3 2016 (the "Settlement").

4 I describe the changes to NIPSCO's proposed IURC Electric Service Tariff,
5 Original Volume No. 13, including the Schedules of Rates, Riders and General
6 Rules and Regulations as a result of the Settlement (the "Settlement Tariff") in
7 comparison to the tariff originally proposed by NIPSCO in this Cause ("Original
8 Tariff").

9 **Q4. Are you sponsoring any attachments to your settlement testimony in this**
10 **Cause?**

11 A4. Yes. I am sponsoring Attachment 19-S-A, which is a clean and redlined
12 (compared to the Original Tariff) version of the Settlement Tariff, Attachment 19-
13 S-B, which is the 700 Series revenue proof (except Lighting and LED Streetlight
14 Rates), Attachment 19-S-C, which is the 700 Series revenue proof for Lighting
15 Rates (except LED Streetlighting Rates), and Attachment 19-S-D, which is the 700
16 Series rate design for LED Streetlighting Rates, all of which were prepared by me
17 or under my supervision and direction.

1 Q5. Please summarize the changes in the Settlement Tariff compared to the
2 Original Tariff.

3 A5. Rates and charges were revised consistent with the agreed-to base rate revenue
4 of \$1.68 billion and class allocations contained within the Settlement. This
5 summary of changes to the Original Tariff are in general terms only and specific
6 details, terms and conditions, rules, etc. applicable to each Rate are contained in
7 Attachment 19-S-A.

8 Rate 711 (Residential)

9 The Customer Charge was decreased from \$20.00 to \$14.00, an increase from our
10 current Customer Charge of \$11.00. As explained by NIPSCO Witness Frank
11 Shambo, NIPSCO also agrees to work with the OUCC and any other interested
12 party to develop a low-income assistance program to present to the Commission
13 in its next general rate case filing. As a result, NIPSCO has not included the fixed
14 monthly charge associated with a low-income assistance program in its proposed
15 Settlement Tariff.

16 Rate 720 (Commercial and General Service – Heat Pump)

17 The Customer Charge was decreased from \$30.00 to \$24.00, an increase from our
18 current Customer Charge of \$20.00.

Rate 721 (General Service – Small)

The Customer Charge was decreased from \$30.00 to \$24.00, an increase from our current Customer Charge of \$20.00.

Rate 722 (Commercial Spaceheating)

The Customer Charge was decreased from \$30.00 to \$24.00, an increase from our current Customer Charge of \$20.00.

Rate 734 (Industrial Power Service for Air Separation and Hydrogen Production Market Customers)

The language in the "To Whom Available" section was changed to allow the customer to contract the required 40 percent of interruptible load with Option C and/or Option D under Rider 775 (Interruptible Industrial Service).

Rider 775 (Interruptible Industrial Service)

Rider 775 was modified to include a total capacity limit of 530 MW and a total sum of demand credits availability of \$57,000,000 in any calendar year. Consistent with the Settlement, NIPSCO has revised Option C to provide for two hours' notice for interruptions and curtailments and shall receive a demand charge credit of \$9.00/kW-month. A new Option E, which, among other elements, provides for 400 hours of interruption with at least two (2) hours advanced notice is added. This Option is subject to unlimited Curtailments as far

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1 as quantity and duration. Interruptions are limited to (a) No more than one (1)
2 per day; (b) No more than twelve (12) consecutive hours; (c) No more than four
3 (4) in any seven (7) days of the week; and (d) No more than four hundred (400)
4 hours per rolling 365 days. In addition, Rider 775 includes revisions to provide
5 customers with greater flexibility to reallocate interruptible capacity among
6 facilities and to migrate between options. Rider 775 is further addressed by Mr.
7 Shambo.

8 **Rider 776 (Back-up, Maintenance and Temporary Industrial Service Rider)**

9 Rider 676 has been modified consistent with the recommendations of Industrial
10 Group Witness Dauphinais. As further discussed by Mr. Shambo, the Settling
11 Parties have agreed that customers should be treated consistently whether they
12 buy through energy under Rider 775 or 776 and should not be subject to Riders.

13 **Rider 777 (Economic Development Rider)**

14 NIPSCO's proposal for treatment of economic development rider contracts and
15 revisions to Rider 677 remains unchanged, including the deferral mechanism as
16 described in NIPSCO's case-in-chief that provides that NIPSCO is authorized to
17 defer, as a regulatory asset, the discounted revenue associated with the economic
18 development rider contracts that were in effect during the test year that continue

beyond the date of new, effective base rates. The Settling Parties reserve their right to contest recovery of the deferral in NIPSCO's next general rate case.

Rate 750 (Street Lighting)

In accordance with the Settlement, NIPSCO has added a column for use in NIPSCO's future, initial electric TDSIC tracker proceeding that would apply to any mass LED retrofit program that may be approved by the Commission in the Company's latest electric 7-Year Plan (Cause No. 44733). NIPSCO agreed to add this to serve as a placeholder for the finalized LED mass retrofit rate that will be proposed for final approval in conjunction with and subject to an approval of the LED mass retrofit plan in TDSIC. The LED rates NIPSCO proposed in its direct testimony were reduced to reflect the lower capital costs, capital structure and other reduced revenue impacts agreed to in the Settlement and an approximate 37% reduction in O&M expense. The impact of these changes on the LED rates can be seen in the table below. Attachment 19-S-D, contains the 700 Series rate design for the LED Streetlighting Rates.¹

¹ NIPSCO made a correction to add the rate for Customer Owned-Company Maintained "250 Watt High Pressure Sodium" that was inadvertently shown for Customer Owned-Company Maintained "250 Watt Mercury Vapor." There is no rate for "250 Watt Mercury Vapor."

Lighting Rate Design - New LED Lights

Compare Settlement and Case-In-Chief Rate Design

Line No.	Watts	Description	Settlement Proposed Monthly Rates		Case-In-Chief Proposed Monthly Rates		Settlement Change	
			Lamp Charge (\$/lamp)	Energy Charge (\$/kWh)	Lamp Charge (\$/lamp)	Energy Charge (\$/kWh)	Lamp % Change	Energy % Change
REPLACEMENT OF HEAD ONLY (EXISINTG BRACKET, ARM, POLE, AND SECONDARY SPAN)								
1	50	50 WATT LED	\$12.33	\$0.034225	\$13.37	\$0.034113	-7.83%	0.33%
2	75	75 WATT LED	\$13.05	\$0.034225	\$14.42	\$0.034113	-9.45%	0.33%
3	115	115 WATT LED	\$17.00	\$0.034225	\$18.90	\$0.034113	-10.06%	0.33%
4	200	200 WATT LED	\$19.74	\$0.034225	\$22.72	\$0.034113	-13.11%	0.33%
5 NEW INSTALLATION - REPLACEMENT OF HEAD, BRACKET, AND ARM (EXISINTG POLE, AND SECONDARY SPAN)								
6	50	50 WATT LED	\$16.50	\$0.034225	\$17.60	\$0.034113	-6.24%	0.33%
7	75	75 WATT LED	\$17.22	\$0.034225	\$18.63	\$0.034113	-7.59%	0.33%
8	115	115 WATT LED	\$21.08	\$0.034225	\$23.03	\$0.034113	-8.47%	0.33%
9	200	200 WATT LED	\$23.84	\$0.034225	\$26.87	\$0.034113	-11.27%	0.33%

Q6. Were there any other changes to the Original Tariff as a result of the Settlement?

A6. The only other changes made to the Original Tariff were to the Table of Contents and Sheet Nos. that occurred as a result of changes as a result of the Settlement. There were also changes made to the Table of Contents for the Rules as a result of NIPSCO's Submission of Fifth Set of Revisions filed February 11, 2016 and a few formatting changes.

Q7. Have you completed a revenue proof incorporating the agreed-to revenue requirement and the modifications in the Settlement Tariff described herein?

1 A7. Yes. Attachment 19-S-B and Attachment 19-S-C show the revenue proof which
2 clearly supports the agreed-to revenues and the Settlement Tariff discussed
3 above and in Mr. Shambo's testimony. As part of each individual rate's revenue
4 proof, the Energy Charges are shown with and without their base cost of fuel
5 which have been adjusted for losses.

6 Q8. Does this conclude your prefiled settlement testimony?

7 A8. Yes.

VERIFICATION

I, Curt A. Westerhausen, Director of Rates and Contracts of Northern Indiana Public Service Company, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.


Curt A. Westerhausen

Date: March 4, 2016

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NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 13
Cancelling All Previously Approved Tariffs

NORTHERN INDIANA PUBLIC SERVICE COMPANY

IURC ELECTRIC SERVICE TARIFF

ORIGINAL VOLUME NO. 13

SCHEDULE OF RATES APPLICABLE TO ELECTRIC SERVICE

IN

CITIES, TOWNS AND UNINCORPORATED COMMUNITIES

Issued Date

___/___/2016

Effective Date

___/___/2016

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NORTHERN INDIANA PUBLIC SERVICE COMPANY**IURC Electric Service Tariff****Original Volume No. 13****Cancelling All Previously Approved Tariffs**

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Attachment 19-S-A
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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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Millersburg	Pulaski	Tippecanoe
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	Shipsheawanna	Waterloo
Ora	Shipsheawanna 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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GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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GENERAL RULES AND REGULATIONS
Applicable to Electric Service

1. DEFINITIONS

Unless otherwise specified in the Rate Schedules, 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 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.
- 1.3 Bill. An itemized list or statement of fees and charges for electric service. A Bill may be rendered by mail or by electronic means.
- 1.4 Billing Demand. That Demand, stated in kW's, upon which the Demand Charge in the Customer's Bill is determined in any given month.
- 1.5 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.
- 1.6 C.S.T. Central Standard Time. All times referred to herein are C.S.T. unless another time zone is expressly identified.
- 1.7 Cogeneration Facility(ies). A facility that simultaneously generates electricity and useful thermal Energy and 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.
- 1.8 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.
- 1.9 Commission or IURC. Indiana Utility Regulatory Commission, or its successor.
- 1.10 Company. Northern Indiana Public Service Company.
- 1.11 Company Standards. Electric Standards established by the Company and posted on the Company's website.
- 1.12 Contract Capacity / Contract Demand. A Customer's specified load requirements expressed in kW's for which a Customer contracts.
- 1.13 Contract Year. Twelve (12) consecutive months used in the application of Rate Schedules.
- 1.14 Curtailement. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for reliability reasons.

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GENERAL RULES AND REGULATIONS
Applicable to Electric Service

- 1.15 Customer. Any person, firm, corporation, municipality, or other government agency which has agreed orally or otherwise, to pay for electric service at a Single Premise from the Company.
- 1.16 Customer Charge. The dollar amount set forth in each Rate Schedule.
- 1.17 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).
- 1.18 Days. Unless otherwise noted, "days" means calendar days.
- 1.19 Delinquent Bill. A Customer Bill that has remained unpaid for the period set forth in 170 IAC 4-1-13 of the IURC Rules.
- 1.20 Demand. The rate at which Energy is used by the Customer from the Company's system within an interval of time, stated in kW.
- 1.21 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.
- 1.22 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.
- 1.23 Disconnection. The termination or discontinuance of electric service.
- 1.24 Distribution Line. Any distribution line of the Company operated at a nominal voltage less than 69,000 volts.
- 1.25 Dwelling Unit. A residential living quarter.
- 1.26 Energy. The active component of the quantity of supply expressed in kWh.
- 1.27 Energy Charge. The portion of a Customer's Bill based on the Customer's Energy consumption, in kWh, under the applicable Rate Schedule.
- 1.28 FERC. Federal Energy Regulatory Commission, or its successor.
- 1.29 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.
- 1.30 General Service. Service provided to a Non-Residential Customer.
- 1.31 Gross Margin. Revenues minus cost of fuel and purchased power.

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GENERAL RULES AND REGULATIONS
Applicable to Electric Service

- 1.32 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.
- 1.33 Industrial Customer. Any Customer who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- 1.34 Interruption. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for economic reasons.
- 1.35 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.
- 1.36 IURC Rules. Rules and regulations for electric utilities promulgated by the IURC, codified in Title 170 of the Indiana Administrative Code (IAC), Article 4.
- 1.37 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.

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

- 1.38 Kilovolt-Ampere Reactive Power (kVAR). A measurement of reactive power.
- 1.39 Kilowatt(s) (kW or kW/s). A measurement of active power. One kilowatt is equivalent to one thousand watts.
- 1.40 Kilowatt-hour(s) (kWh or kWhs). The Energy consumed by the use of one kW steadily for one hour.
- 1.41 Lagging. The power factor of inductive loads is referred to as lagging, or less than 100%, based upon the power factor ratio.
- 1.42 Late Payment Charge. A one-time penalty assessed upon a Delinquent Bill.
- 1.43 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.
- 1.44 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).

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GENERAL RULES AND REGULATIONS
Applicable to Electric Service

- 1.45 Load Modifying Resource. In accordance with MISO rules, a qualified and participating resource for Curtailment and/or Interruption purposes.
- 1.46 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.
- 1.47 Megawatt(s) (MW or MWs). A measurement of active power. One megawatt is equivalent to one million watts.
- 1.48 MISO. Midcontinent Independent System Operator, Inc., or its successor.
- 1.49 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).
- 1.50 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).
- 1.51 NERC. North American Electric Reliability Corporation, or its successor.
- 1.52 NIPSCO. Northern Indiana Public Service Company.
- 1.53 Non-Residential Customer. Any customer that is not a Residential Customer.
- 1.54 Non-Residential Service. Service provided to a Non-Residential Customer.
- 1.55 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.
- 1.56 Off-Peak Demand. The Demand taken during Off-Peak Hours.
- 1.57 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.
- 1.58 On-Peak Demand. The Demand taken during On-Peak Hours.

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- 1.59 On-Peak Hours. On-Peak Hours are those hours identified as “on-peak” in each applicable Rate Schedule.
- 1.60 Peak Power Factor. The Power Factor at the time of the Customer’s maximum On-Peak Demand for the month.
-
- 1.61 Power Factor. The ratio of real power to apparent power.
- 1.62 Premise (also Single Premise). The main residence, or living quarters for the use of a single family, or main building of a Commercial Customer, which 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.
- 1.63 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.
- 1.64 Primary Line. Any Distribution Line of the Company operated at a nominal voltage greater than 600 volts and less than 69,000 volts.
- 1.65 Primary Service. Service provided to a Customer with a nominal voltage greater than 600 volts and less than 69,000 volts.
- 1.66 Production Demand Allocation (Pd). Production Demand Allocation utilized in Allocated Cost of Service Study in last electric base rate case.
- 1.67 Production Energy Allocation (Pe). Production Energy Allocation utilized in Allocated Cost of Service Study in last electric base rate case.
- 1.68 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.
- 1.69 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).
- 1.70 ReliabilityFirst. ReliabilityFirst Corporation, or its successor.
- 1.71 Residential Customer. Any Customer that resides in a Residential dwelling, mobile home, apartment or condominium using electric service.

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- 1.72 Residential Service. Service provided to a Residential Customer.
- 1.73 Riders. The part of the Company's Tariff setting forth supplemental provisions applicable to specific Rate Schedules, as approved by the Commission.
- 1.74 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.
- 1.75 Secondary Line. Any Distribution Line of the Company operated at a nominal voltage of 600 volts or less.
- 1.76 Secondary Service. Service provided to a Customer with a nominal voltage of 600 volts or less.
- 1.77 Service. The supply of electricity by the Company to Customer.
- 1.78 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.
- 1.79 Subtransmission. Primary voltage of 34,500 volts.
- 1.80 Tariff. The entire body of the Rules, Rate Schedules and Riders.
- 1.81 Transmission Line. Any transmission line of the Company operated at a nominal voltage of 69,000 volts or greater.
- 1.82 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 Single 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.

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 Single 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 will 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 711.

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 711 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. 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 724, 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 724 and such service shall be subject to the provisions of Rate 724.

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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 Residential Customers shall be equal to \$3,500 for each residential meter. “Margin Credits” for Non-Residential Customers shall be equal to the Present Value of Gross Margin associated with each Non-Residential meter as estimated by the Company for a six (6) Contract 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.

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.

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- 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 actual Gross Margin 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.
- 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.

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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:

6.4.1.1 "Margin Credits" shall be equal to the total product of the planned number of residential meters multiplied by \$3,500. This amount 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.

6.4.1.2 "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

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- 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.
- 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.

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- 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 Actual Gross Margin 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.

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.

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- 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.

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.

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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:

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- 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;
 - 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 779.

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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.

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.

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.

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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 four (4) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten (10) days' notification previous to the hour of cut-off is given to the Customer. Such suspensions being scheduled suspensions referred to above.

13.3 Curtailment 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 Curtailment procedures to maintain and restore service to the extent possible under the circumstances.

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The Curtailment procedures to follow shall comply with Federal and State regulations, FERC, NERC and Reliability *First* Standards, and the MISO Standards for Curtailment, or their successors.

13.4 Curtailment Initiation

In the event a Curtailment is required in the sole judgment of the Company, Company shall have the right to curtail Electric Service to its Customers. Such Curtailment shall be effective as of the date and time specified by Company. Company shall implement its emergency plans for Curtailment 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 Curtailment Notification

If advance notification is possible, Company shall give notification of Curtailment 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 Curtailment

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

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.)	\$70.00
Reconnect after normal working hours (Monday through Friday) Saturday	\$85.00
Reconnect on Sunday and Holidays	\$100.00

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 \$55.00 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 \$40.00 at the time an appointment is rescheduled by the Customer.

15.5 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 711
RATE FOR ELECTRIC SERVICE
RESIDENTIAL**

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available for Residential Service to qualified Residential single-family homes and farm Customers if service to the single-family home 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

\$14.00 per month.

Energy Charge

\$0.110433 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 720
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 720
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

\$24.00 per month.

Energy Charge

\$0.069787 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 721
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - SMALL**

Sheet No. 1 of 1

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. 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

\$24.00 per month.

Energy Charge

\$0.133296 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; except that for Three-Phase service, the Minimum Charge shall be \$38.00 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 722
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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**RATE 722
RATE FOR ELECTRIC SERVICE
COMMERCIAL SPACEHEATING**

Sheet No. 2 of 2

RATE (Continued)

Customer Charge

\$24.00 per month

Energy Charge

\$0.083529 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 723
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 FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM**

Sheet No. 2 of 3

RATE (Continued)**Demand Charge**

\$239.10 per month for the first 10 kW or less of Maximum Demand per month

\$10.91 per kW per month for all over 10 kW of Maximum Demand per month

Energy Charge

\$0.080304 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 \$239.10. 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 kWhs, 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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GENERAL SERVICE - MEDIUM**

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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 \$0.063752 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 724
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 724
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

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RATE (Continued)**Demand Charge**

\$954.50 per month for the first 50 kW or less of Billing Demand per month
\$12.49 per kW per month for the next 1,950 kW of Billing Demand per month
\$11.99 per kW per month for all over 2,000 kW of Billing Demand per month

Energy Charge

\$0.079541 per kWh for the first 30,000 kWhs used per month
\$0.071841 per kWh for the next 70,000 kWhs used per month
\$0.068291 per kWh for the next 900,000 kWhs used per month
\$0.064691 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, \$0.72 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, \$0.90 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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GENERAL SERVICE – LARGE

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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 \$954.50. 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 \$12.43 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 kWhs 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 724
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 \$0.063752 per kWh for all Off-Peak thermal storage kWhs used per month.

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RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

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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 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 725
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 FOR ELECTRIC SERVICE
METAL MELTING SERVICE

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HOURS OF SERVICE (Continued)

The Company reserves the right to call a Curtailment or Interruption during Off-Peak Hours that portion of the Customer's load which is in excess of the highest maximum On-Peak Demand established in the immediately preceding eleven (11) months as hereinafter provided.

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

\$11,105.00 per month for the first 500 kW or less of Billing Demand per month.
 \$21.21 per kW per month for all over 500 kW of Billing Demand per month.

Energy Charge

\$0.043662 per kWh for all kWhs used per month.

During Interruptions, all kWhs used in excess of the highest maximum On-Peak Demand established in the immediately preceding eleven (11) months shall be subject to an Energy Charge equal to the greater of:

1. Day-Ahead LMP; or
2. Real-Time LMP

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.

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METAL MELTING SERVICE

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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 kWhs 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.

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 \$0.90 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 \$11,105.00. In addition, applicable Riders as identified in Appendix A shall be added to the monthly Minimum Charge.

NOTIFICATION OF INTERRUPTION OR CURTAILMENT

The Company shall provide four (4) hours of advance notice before calling a Curtailment or Interruption during Off-Peak Hours.

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.

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METAL MELTING SERVICE

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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.

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.

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METAL MELTING SERVICE

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GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

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.

RULES AND REGULATIONS

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

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RATE 726
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

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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 is required to contract for a specific amount of electrical capacity which shall be not less than 200 kW. The Company shall not supply Demand in excess of 15,000 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 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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OFF-PEAK SERVICE

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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

\$5,260.00 per month for the first 200 kW's or less of Billing Demand per month.
\$25.30 per kW per month for the next 500 kW's of Billing Demand per month.
\$24.30 per kW per month for the next 1,300 kW's of Billing Demand per month.
\$23.80 per kW per month for all over 2,000 kW's of Billing Demand per month.

Energy Charge

\$0.040980 per kWh for all kWhs 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 kWhs 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 \$0.72 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 \$0.90 per kW of monthly Billing Demand.

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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 \$5,260.00. 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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OFF-PEAK 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 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.

RULES AND REGULATIONS

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

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RATE 732
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

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TO WHOM AVAILABLE

Available to Industrial Customers whose plants are located adjacent to existing electric facilities having 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. Those facilities currently being served under Rate 832 on June 30, 2010; facilities which would have been eligible for Rate 832 on June 30, 2010, but for being on a Special Contract or on Rate 845; or facilities that would have been eligible for Rate 832 on June 30, 2010, which are located behind the meter of a facility eligible under this Rate Schedule are hereby grandfathered and those facilities shall remain eligible for this Rate Schedule, regardless of any change in name, or ownership, or operation of those facilities. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

CHARACTER OF SERVICE

The Company will supply Primary 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.)

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

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

\$10.14 per kW per month of Billing Demand

Energy Charge

\$0.043810	per kWh for Energy used per month for the first 450 hours of the Billing Demand in the month.
\$0.087452	per kWh for Energy used per month in excess of 450 hours of the Billing Demand in the month up to and including 500 hours.
\$0.153389	per kWh for Energy used per month in excess of 500 hours of the Billing Demand in the month.

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's for each half-hour interval shall be two (2) times the number of kWh's 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

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.

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DETERMINATION OF BILLING DEMAND (Continued)

- (3) The largest of the number of kW's 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%).

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, determined as above, an amount equal to the product of \$0.31 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, determined as above, an amount equal to the product of \$0.31 times said difference shall be deducted from the Customer's Bill.

The Customer agrees to control and limit Maximum Off-Peak 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 Kilowatt 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 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 reasonable effort to provide the Company in writing with a reasonably 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 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 shall be as follows:

The Company will by written notice select the Off-Peak Hours, which shall be not 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.

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SURPLUS CAPACITY (Continued)

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 time not included in the Off-Peak Hours in this Rate Schedule.

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 terminated 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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HIGH LOAD FACTOR INDUSTRIAL POWER SERVICE**

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TO WHOM AVAILABLE

Available to Non-Residential Customers whose facilities are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements, subject to the conditions set forth in this Rate Schedule and the Company Rules.

The Customer shall contract for a definite amount of electrical capacity which shall be not less than 10,000 kW. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

CHARACTER OF SERVICE

The Company will supply a Primary 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.)

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

The rates for electric 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.

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RATE (continued)

The Demand Charge and Energy Charge are as follows:

Demand Charge

The Demand Charge for any month shall be:

\$15.68 per kW for all kW's of Billing Demand in the month

Energy Charge

\$0.041323 per kWh for Energy used in the month up to and including 600 hours of the Billing Demand in the month.
\$0.038323 per kWh for all Energy used in the month in excess of 600 hours up to and including 660 hours of the Billing Demand in the month.
\$0.037323 per kWh for all Energy used in the month in excess of 660 hours of the Billing Demand in the month.

DETERMINATION OF MAXIMUM 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's for each half-hour interval shall be two (2) times the number of kWh's hours 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

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

- (1) Seventy-five percent (75%) of the greatest obligation to serve for the month.
- (2) The Contract Demand to serve for the month less 60,000 kW's.
- (3) The maximum half-hour Demand registered for the month during the Peak Period subtracting from the Demand for each half-hour interval of the Peak Period of the month the Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
- (4) The largest of the number of kW's determined by subtracting from the Demand for each half-hour interval of the Off-Peak Period of the month the Surplus Capacity allotted and/or Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.

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DETERMINATION OF BILLING DEMAND (continued)

- (5) 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%).

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 Reactive Kilovolt Ampere 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 PERIOD 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 kW 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, determined as above, an amount equal to the product of \$0.31 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, determined as above, an amount equal to the product of \$0.31 times said difference shall be deducted from the Customer's Bill.

The Customer agrees to control and limit Maximum Off-Peak 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 August each year a statement of its estimates of the Customer's future load on the Company by months for a subsequent period of thirty (30) months.

The Customer shall make a reasonable effort to provide the Company in writing with a reasonably 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 to provide the requested information on an ongoing basis may result in Customer being moved to another Rate Schedule upon ninety (90) days' notice 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.

(1) The Off-Peak Hours shall be as follows:

The Company will, by written notice, select the Off-Peak Hours, which shall be not 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 Off-Peak Hours 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.

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SURPLUS CAPACITY (continued)

- (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 Off-Peak Hours 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 mean all hours not included in the Off-Peak Hours.

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 terminated 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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TO WHOM AVAILABLE

Available to Industrial Customers primarily in the air separation and hydrogen production process industry whose facilities are located in Indiana adjacent to the Company's existing sub-transmission and Transmission electric facilities having capacity sufficient to meet the Customer's requirements, subject to the conditions set forth in this Rate Schedule and the Company Rules. Total capacity available under this Rate Schedule is limited to 329,000 kW.

Customer shall contract for an initial definite amount of electrical capacity which shall be no less than 150,000 kW, which may include the aggregation of multiple delivery points to facilitate Interruption of load. Customer shall also contract for at least 40 percent (40%) of its total electric load as interruptible in accordance with Options C and / or D under Rider 775.

Customers electing service under this Rider shall be required to have the ability of Curtailment or Interruption at the stated notice by the Company in accordance with the provisions of this Rider. Customers shall also meet the applicable Load Modifying Resource requirements pursuant to MISO Tariff Module E or any successor. Customers electing service under this Rider 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 the level of curtailability and/or interruptibility for which the Customer contracts.

CHARACTER OF SERVICE

The Company will supply Primary metered Transmission 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.

The Company shall dispatch customers for the Curtailments or Interruptions at its own discretion in accordance with the limitations specified under this Rate Schedule and the Company Rules.

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CHARACTER OF SERVICE (Continued)

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, Energy Consumption and kVAR by an IDR to be installed by the Company.

CURTAILMENT AND INTERRUPTIONS

Customer shall be subject to Interruptions and Curtailments as follows:

- (1) Curtailments under this Rate Schedule shall be limited to any and / or all Demand over 276,000 kW's without limitation as to quantity or duration; and
- (2) Interruptions under this Rate Schedule shall be limited to any and /or all Demand over 276,000 kW's subject to the following limitations:
 - (a) No more than one (1) per day,
 - (b) No more than twelve (12) consecutive hours,
 - (c) No more than two (2) consecutive days,
 - (d) No more than three (3) in any seven (7) days of the week,
 - (e) No more than one hundred (100) hours per rolling three hundred sixty-five (365) days
- (3) This Rate Schedule does not alter or limit Company from calling Curtailments pursuant to Rule 13 of the Company Rules. To the extent that Customer takes service under Rider 775 – Interruptible Industrial Service Rider, this Rate Schedule does not alter Customer's Interruptible Contract Demand under Rider 775 nor does it limit Company from calling Curtailments or Interruptions pursuant to Rider 775. Curtailments and Interruptions under this Rate Schedule are separate and independent from any Curtailments and Interruptions called under Rider 775.

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CURTAILMENT AND INTERRUPTIONS (Continued)

- (4) The Company shall provide at least one (1) hour advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible Demand may be increased with a minimum of one (1) hour notice during the Interruption, but in no event shall Company request Customer to reduce its Demand below 276,000 kW during an Interruption called under Rate Schedule. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption.
- (5) Company may call an Interruption at its discretion when the applicable Real-Time LMPs for the Company's load zone are reasonably forecasted by the Company to be in excess of the Company's current Commission approved purchased power benchmark that is utilized to develop the Company's Fuel Cost Adjustment under Rider 770. Company shall provide a good faith estimate of the duration of an Interruption based upon the information available to Company.

Customers may elect to buy-through an Interruption subject to the Energy Charge provided below.

RATE

The Rates for electric 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 three-part rate consisting of a Demand Charge plus an Energy Charge plus applicable Riders as identified in Appendix A. The Demand Charge and Energy Charge are as follows:

Demand Charge

\$16.72 per kW for all kW of Contract Demand (Billing Demand) in the Billing Period.

Energy Charge

\$0.039418	per kW hour for all Energy used in any hour below the Customer's Contract Demand.
\$0.051649	per kWh for all Energy used in any hour above the Customer's Contract Demand up to and including 225,000 kW.
\$0.047772	per kWh for all Energy used in any hour above 225,000 kW.

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RATE (Continued)

During Interruptions, all kWhs used in excess of the integrated hourly Demand of 276,000 kWhs shall be subject to an Energy Charge equal to the Customer elected LMP (DA/RT) for the Company's load zone plus a non-fuel Energy Charge of \$0.003009 per kWh.

Prior to 8:30 a.m. C.S.T. day-ahead, a Customer may elect in writing to Company to pay the Day-Ahead LMP for the Company's load zone in place of the Company's Real-Time LMP for the Company's load zone for any energy taken by the Customer pursuant to this Rate Schedule during any Interruptions that occur for that operating day. These charges shall be separate and distinct from any Energy Charges assessed under Rider 775.

DETERMINATION OF CONTRACT DEMAND

For purposes of this Rate Schedule, the On-Peak Hours shall be (i) 11 a.m. C.S.T. through and including 7 p.m. C.S.T. during the months of June, July, August and September and (ii) 1 p.m. C.S.T. through and including 9 p.m. C.S.T. during the months of January, February March, April, May, October, November and December, all excluding Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Prior to Customer taking service under this Rate Schedule, Customer and Company shall enter into a contract that identifies the initial standard rate Contract Demand. Thereafter, Customer may, upon sixty (60) days' notice to Company, elect to increase its Contract Demand (Billing Demand). Beginning twenty-four (24) months after the effective date of this Rate Schedule listed below, Customer shall have a one (1) time option to, upon sixty (60) days' notice to Company, reduce its Contract Demand (Billing Demand) by up to ten percent (10%). Thereafter, if Customer's average on-peak Demand levels recorded for each half hour interval during any three (3) consecutive months exceed Customer's initial standard Contract Demand, then the Contract Demand (Billing Demand) shall revert back to the initial standard Contract Demand identified in the contract.

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 kWhs for each half-hour interval shall be two times the number of kWhs 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 hour as indicated by the clock controlling the metering equipment.

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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 times the number of Lagging Reactive Kilovolt Ampere Hours recorded during such half-hour interval. No effect whatsoever shall be given hereunder to Customer's leading kVAR, if any.

ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD 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 kW Demand for the month during the On-Peak 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, determined as above, an amount equal to the product of \$0.31 multiplied by 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, determined as above, an amount equal to the product of \$0.31 multiplied by said difference shall be deducted from the Customer's Bill.

The Customer agrees to control and limit Maximum Off-Peak 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

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 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 make a reasonable effort to provide the Company in writing with a reasonably accurate hourly load forecast on a daily basis.

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CUSTOMER LOAD INFORMATION (CONTINUED)

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.

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

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.

CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED INTERRUPTIONS OR CURTAILMENT

A Customer is deemed to have failed to comply with a Curtailment or Interruption when the Customer's current integrated Demand, as measured by the meters installed by the Company, has not decreased to a level of the higher of: (i) 276,000; or (ii) the previous hour's integrated hourly Demand immediately preceding notice less the amount of Curtailment or Interruption requested under this Rate Schedule.

If a Customer fails to comply with a Curtailment, Customer's Contract Demand (Billing Demand) shall be equal to the highest of Customer's actual Demand levels recorded for each half hour interval during Curtailment. In addition, a Customer failing to comply with a Curtailment shall be subject to the above Energy Charge during a Curtailment and, 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. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a Load Modifying Resource.

For Interruptions, the only consequence of such compliance failure will be that the Customer will be deemed to have elected to buy-through its Interruption pursuant to the Energy Charge under this Rate Schedule to the extent the Customer failed to interrupt its Demand.

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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 three (3) Contract Years, and such contract shall continue thereafter for a total period of not more than ten (10) Contract Years unless terminated by either party giving to the other at least one (1) Contract Year 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.

3. Delivery Points

The Delivery Points for electric power and Energy delivered under this Rate Schedule and contract shall be at the sole discretion of the Company.

RULES AND REGULATIONS

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

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**RATE 741
RATE FOR ELECTRIC SERVICE
MUNICIPAL POWER**

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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. Customers must enter into a written contract for electric service in accordance with this Rate Schedule. 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

\$0.107432 per kWh used per month.

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RATE 741
RATE FOR ELECTRIC SERVICE
MUNICIPAL POWER

Sheet No. 2 of 2

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 \$2.31 per horsepower or fraction thereof per month for the first 25 horsepower of the connected load, \$1.12 per horsepower or fraction thereof per month for the next 475 horsepower of connected load, and \$0.56 per horsepower or fraction thereof per month for all over 500 horsepower of connected load, or \$7.30 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 \$7.30; except that for three-phase service, the monthly Minimum Charge shall be \$29.86 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 742
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

\$50.00 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 \$2.79 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 \$2.79 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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**RATE 742
RATE FOR ELECTRIC SERVICE
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS**

Sheet No. 2 of 3

RATE (Continued)**Commercial Locations**

The rate for un-metered service under this Rate Schedule shall be \$3.24 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 \$3.24 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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RATE 742
RATE FOR ELECTRIC SERVICE
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS

Sheet No. 3 of 3

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. 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 744
RATE FOR ELECTRIC SERVICE
RAILROAD POWER SERVICE

Sheet No. 1 of 2

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 eight (8) existing Substations which were in service on December 31, 2007; provided, however, that electric service will not be furnished hereunder for resale.

CHARACTER OF SERVICE

The points of delivery shall be limited to the following substations as of the effective date of this Rate Schedule: Hammond Substations at Columbia and at Carroll St., Gary Substation at Third and Madison, Wickliffe Substation, Furnessville Substation and Michigan City Substation, East Port I, East Port II, and Meer Road. 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

\$16.85 per month per kW for all kW of Billing Demand.

Energy Charge

\$0.044572	per kWh for energy used per month for the first 660 hours of the Billing Demand for the month.
\$0.042322	per kWh for energy used per month in excess of 660 hours of the Billing Demand for the month.

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RATE 744
RATE FOR ELECTRIC SERVICE
RAILROAD POWER SERVICE

Sheet No. 2 of 2

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 kWhs constituting the Billing Demand for that month, then there shall be added to the Energy Charge \$0.001000 per kWh for such deficiency in kWhs.

RULES AND REGULATIONS

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

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**RATE 750
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 750
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 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 or highway lighting system.

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**RATE 750
RATE FOR ELECTRIC SERVICE
STREET LIGHTING**

Sheet No. 3 of 8

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 \$3.26 per lamp per month.

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RATE 750
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Sheet No. 4 of 8

Lamp Charge (Continued)

Company-Owned and Customer-Owned Equipment Maintained by the Company

Lamp Type	Company Owned	Company Owned TDSIC Installed	Customer Owned-Company Maintained
175 Watt Mercury Vapor ¹	\$11.72	n/a	n/a
400 Watt Mercury Vapor ¹	14.75	n/a	n/a
50 Watt Light Emitting Diode (LED) Replacement ²	\$12.33	TBD	n/a
75 Watt LED Replacement ²	\$13.05	TBD	n/a
115 Watt LED Replacement ²	\$17.00	TBD	n/a
200 Watt LED Replacement ²	\$19.74	TBD	n/a
50 Watt LED New Install ³	\$16.50	n/a	n/a
75 Watt LED New Install ³	\$17.22	n/a	n/a
115 Watt LED New Install ³	\$21.08	n/a	n/a
200 Watt LED New Install ³	\$23.84	n/a	n/a
100 Watt High Pressure Sodium	12.35	n/a	n/a
150 Watt High Pressure Sodium	\$12.58	n/a	n/a
250 Watt High Pressure Sodium	\$12.70	n/a	\$5.70
400 Watt High Pressure Sodium	\$12.62	n/a	\$5.42

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). Any TDSIC-Installed Replacement LEDs are subject to approval in a Final Order by the Commission in Cause No. 44733.

³ New installation includes replacement of head, bracket, and arm (existing pole and 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 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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RATE 750
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Sheet No. 5 of 8

RATE (Continued)**Energy Charge**

\$0.034225 per kWh for all kWhs used per month

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 Hours:

(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
50 Watt LED	22.4	19	18.8	16.1	14.8	13.4	14.2	15.8	17.3	20	21.2	22.9	215.2
75 Watt LED	33.5	28.4	28.1	24.1	22.1	20	21.3	23.6	25.9	29.9	31.7	34.3	322.8
115 Watt LED	51.4	43.6	43.1	36.9	33.9	30.7	32.7	36.2	39.7	45.9	48.6	52.6	495
200 Watt LED	89.4	75.8	75	64.2	59	53.4	56.8	63	69	79.8	84.6	91.4	860.8
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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RATE 750
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Sheet No. 6 of 8

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
50 Watt LED	11.3	9.4	8.4	6.8	6.2	5.5	5.7	6.6	7.6	9.1	11.1	11.9	99.3
75 Watt LED	16.9	14.1	12.6	10.2	9.3	8.2	8.6	9.8	11.3	13.7	16.7	17.8	149
115 Watt LED	25.9	21.6	19.3	15.6	14.3	12.5	13.1	15.1	17.4	20.9	25.5	27.3	228.4
200 Watt LED	45	37.6	33.6	27.2	24.8	21.8	22.8	26.2	30.2	36.4	44.4	47.4	397.2

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 750
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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RATE 750
RATE FOR ELECTRIC SERVICE
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 755
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

\$ per month

Energy Charge

\$0.094165 per kWh for all kWhs used per month.

The average kW's 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 760
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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RATE 760
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING

Sheet No. 2 of 4

Lamp and Equipment Charges

Lamp Type	Company Owned
175 Watt Mercury Vapor*	\$10.04
400 Watt Mercury Vapor*	\$11.83
100 Watt High Pressure Sodium Dusk to Dawn Fixture	\$9.66
250 Watt High Pressure Sodium Dusk to Dawn Fixture	\$11.21
400 Watt High Pressure Sodium Dusk to Dawn Fixture	\$12.22
150 Watt High Pressure Sodium Floodlight	\$11.45
250 Watt High Pressure Sodium Floodlight	\$11.87
400 Watt High Pressure Sodium Floodlight	\$12.76
30 ft. wood pole and span of Secondary Line	\$5.42
35 ft. wood pole and span of Secondary Line	\$6.51
40 ft. wood pole and span of Secondary Line	\$7.21
Guy and anchor set	\$1.42
Extra span of Secondary Line	\$1.96

*Available to existing Customers only

Energy Charge

\$0.034225 per kWh for all kWhs used per month for each lamp.

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RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING

Sheet No. 3 of 4

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
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

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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**RATE 760
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING**

Sheet No. 4 of 4

GENERAL TERMS AND CONDITIONS OF SERVICE (Continued)

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. Customers requesting Ornamental Street Lights 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 street lighting unit to be installed and to which this Rate Schedule is applicable 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.

RULES AND REGULATIONS

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

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RATE 765
RENEWABLE FEED-IN TARIFF

Sheet No. 1 of 12

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 780 – Net Metering. 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 778 – Purchases from Cogeneration Facilities and Small Power Production Facilities either in combination with or apart from the provisions of Rider 780 – Net Metering.

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 779 – 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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RATE 765
RENEWABLE FEED-IN TARIFF

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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.
- 1. 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
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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
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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 778 – Purchases from Cogeneration Facilities and Small Power Production Facilities as may be in effect from time-to-time.

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RENEWABLE FEED-IN TARIFF

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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 779 – 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 (%)	<u> </u>
Tax Depreciation Rate (%)	<u> </u>
Investment Tax Credit Rate (%)	<u> </u>
Discount Rate (%)	<u>7%</u>
Technology	
Type	<u> </u>
Capacity (kW)	<u> </u>
Capital Cost of the Project (\$)	<u> </u>
Investment Tax Credit (%)	<u> </u>
Fixed Annual O&M Cost (\$)	<u> </u>
In Service Date	<u> </u>
Annual Capacity Factor (%)	<u> </u>
Annual Energy Production (kWh)	<u> </u>
REC Rate (\$/kWh)	<u> </u>

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RIDER 770
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:

$$\text{Adjustment Factor} = (F/S) - 0.031049$$

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) 25 percent (25%) of costs associated with credits paid for interruptible and /or curtailable load under Rider 775; and
 - (e) 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 as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the Fuel Cost Adjustment revenues.
- C. The Fuel Cost Adjustment shall be further modified to reflect 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.
- D. The Fuel Cost Adjustment is shown in Appendix B.

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RIDER 771
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 MISO costs and revenues above and below \$16,585,108 on an annual basis and fifty percent (50%) sharing of Off-System Sales Margins over and under \$4,741,390 on an annual basis. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$\text{RTO Factor} = (((E \times Pe) + (D \times Pd)) / S1) + ((OSS \times Pe) / S1)$$

Where:

"RTO" is the rate adjustment for each Rate Schedule.

"E" equals the total net non-fuel MISO costs and revenues above and below the base amount which are Energy allocated.

"Pe" represents the Production Energy Allocation percentage for each Rate Schedule.

"D" equals the total non-fuel MISO costs and revenues which are Demand allocated.

"Pd" represents the Production Demand Allocation percentage for each Rate Schedule.

"OSS" equals the total fifty percent (50%) sharing of annual Off-System Sales Margins over and under the base amount in the first semi-annual filing subsequent to the end of the calendar year.

"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 the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the RTO revenues and later 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 772
ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL COST RECOVERY MECHANISM**

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 ENVIRONMENTAL COST RECOVERY MECHANISM
("ECRM") FACTOR**

Energy Charges in the Rate Schedules are subject to adjustment to reflect rate base treatment for qualified pollution control property, and recovery of operation and maintenance expenses and depreciation expenses for qualified pollution control property placed in service, along with 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:

$$ECRM = ((R \times Pd) + ((D \times Pd) + (O\&M \times Pc))) / S$$

Where:

- "ECRM" is the rate adjustment for each Rate Schedule representing the ratemaking treatment for qualified pollution control property, including the recovery of operation and maintenance expenses and depreciation expenses for qualified pollution control property placed in service.
- "R" equals the total revenue requirement based upon the costs for the qualified pollution control property.
- "Pd" represents the Production Demand Allocation percentage for the Rate Schedule.
- "D" equals the total six (6) month depreciation expense for the qualified pollution control property placed in service.
- "O&M" equals the total six (6) month operation and maintenance expense for the qualified pollution control property placed in service and net emission allowance purchases.
- "Pc," a percentage value, equals a composite allocation based on:
x(%) times Pd defined above for each Rate Schedule; and
(1-x)(%) times "Te," where:
- "Te" represents the Energy Allocation Percentage for each Rate Schedule; and
- "S" is the forecast six (6) month kWh sales for each Rate Schedule.

ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR

The Rate Schedules identified in Appendix A are subject to an ECRM Factor. The ECRM Factors in Appendix D are applicable hereto and are issued and effective at the dates shown on Appendix D. The ECRM Factors as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the ECRM revenues and later reconciled with actual sales and revenues. The ECRM Factors per kWh charge for each Rate Schedule are shown on Appendix D.

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RIDER 774
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 and sales and seventy-five percent (75%) of costs associated with credits paid for interruptible load. Such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$RA \text{ Factor} = ((C+I) \times Pd) / S$$

Where:

- "RA" is the rate adjustment for each Rate Schedule.
- "C" equals the total Capacity Purchases and Sales.
- "I" seventy-five percent (75%) of costs associated with credits paid for interruptible load for Rider 775.
- "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 the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the RA revenues and later 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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INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

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TO WHOM AVAILABLE

As shown on Appendix A, this Rider is available to Customers taking service under either Rates 732, 733 or 734 whose facilities are located adjacent to existing 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. The total capacity to be made available under this Rider is limited to 530 MW and the total sum of Demand credits available under this Rider shall not exceed \$57,000,000 in any calendar year. The allocation of the interruptible capacity shall be, in order, as follows:

- Customers who have contracted for interruptible capacity under previously-effective Rider 675 may re-enroll that same capacity in the same option (i.e., Options A, B, C or D), based upon such contracted amounts as registered with MISO for purposes of Module E, for the same premise(s) or facility(ies);
- A Customer with premises or facilities not previously under contract for interruptible capacity under previously-effective Rider 675 who has demonstrated to the satisfaction of the Company on or before the date of the evidentiary hearing in Cause No. 44688 that job loss, plant closure, economic development and/or reliance on NIPSCO power supply is dependent upon allocation of the requested interruptible capacity and character of service to the affected premise(s) or facility(ies) in any available option, including Option E, but no more than 129.9803 MW of interruptible capacity may be contracted for under this provision. In the event the aggregate requests for new interruptible capacity exceed the 129.9803 MW limitation, the new interruptible capacity shall be allocated first in order of Options E, D, C, B and A;
- Customers who have contracted for interruptible capacity under previously-effective Rider 675 may re-enroll all or a specified portion of that same capacity under a different option (i.e., Options A, B, C, D or E) for the same premise(s) or facility(ies) and, in the event the aggregate re-enrollments would exceed the limitations under this Rider, then the affected interruptible capacity seeking to change options will be allocated first option in the order of E, D, C, B, A, and then within an option as needed to avoid exceeding a limitation on a pro rata basis;
- Any qualified Customer may add new or additional interruptible capacity, and in the event the aggregate requests for new or additional interruptible capacity would exceed the limitations under this Rider then the new or additional interruptible capacity will be allocated first by option in order of E, D, C, B, A, and then within an option as needed to avoid exceeding a limitation on a pro rata basis; and
- Any Customer that has existing or incremental capacity under this Rider may re-allocate that capacity in the same option among commonly owned premises or facilities, upon 60 days' advance written notice and consistent with MISO requirements as of the date of the notice.

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TO WHOM AVAILABLE (Continued)

Customers shall contract for and specify an Interruptible Contract Demand of 1,000 kW or greater for each affected premise or facility under this Rider. The Company shall not be obligated to supply interruptible capacity in excess of the Interruptible Contract Demand specified in the contract. Interruptible Contract Demand is the Demand (kW) that the Customer intends to make available for Interruptions and/or Curtailments from one or more of Customer's premises or facilities taking service under Rates 732, 733 or 734. Customers electing service under this Rider shall specify a Firm Contract Demand for each affected premise or facility that the Customer intends to exclude from Interruptions and Curtailments. The Firm Contract Demand amount shall be specified in the Customer's contract. The Interruptible Contract Demand shall not exceed the Rates 732, 733 or 734 Demand.

For Options A, B, C and E, and upon 60 days' advance written notice, if Customer elects to provide Interruptible Contract Demand from more than one (1) premise, Customer shall indicate the Interruptible Contract Demand and Firm Contract Demand that applies in aggregate to its premises or facilities as well as by each premise or facility. In these instances, Company shall have the right to call Customer for the Interruptible Contract Demand quantity in aggregate from Customer, and Customer shall indicate from which facility or premise it will utilize to satisfy the obligations under this Rider.

Customers electing this Rider shall be required to have the ability of Curtailment or Interruption at the stated notice by the Company in accordance with the provisions of this Rider. Customers shall also meet the applicable Load Modifying Resource requirements pursuant to MISO Tariff Module E or any successor. Customers electing this Rider 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 the level of curtailability and/or interruptibility for which the Customer contracts.

CHARACTER OF SERVICE

There are five (5) options of interruptible service. The Customer shall contract for the interruptible option(s) which shall remain in effect for the duration of the contract.

The Company shall dispatch Customers for the Curtailments or Interruptions at its own discretion in accordance within the limitations specified under this Rider and the Company Rules.

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INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

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CHARACTER OF SERVICE (Continued)

Option A – Curtailments only

Curtailments shall be limited to the following:

1. No more than one (1) per day;
2. No more than four (4) hours per day; and
3. No more than five (5) days during the summer (May – September).

The Company shall provide at least four (4) hours advanced notice before a Curtailment. Service will be billed as second through the meter.

Option B – Curtailment and Limited Interruptions

1. Customer will be subject to the Curtailments defined in Option A plus
2. Interruptions shall be limited as follows:
 - a. No more than one (1) per day;
 - b. No more than ten (10) consecutive hours;
 - c. No more than two (2) consecutive days;
 - d. No more than three (3) in any seven (7) days of the week; and
 - e. No more than one hundred (100) hours per rolling three hundred sixty-five (365) days.

The Company shall provide at least four (4) hours advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible Demand may be increased with a minimum of four (4) hour notice during the Interruption. Once notice is given to a Customer, and Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

Option C – Curtailment and Interruptions

1. Customer will be subject to Curtailments unlimited as to quantity and duration plus
2. Interruptions shall be limited as follows:
 - a. No more than one (1) per day;
 - b. No more than twelve (12) consecutive hours;
 - c. No more than two (2) consecutive days;
 - d. No more than three (3) in any seven (7) days of the week; and
 - e. No more than one hundred (100) hours per rolling 365 days.

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CHARACTER OF SERVICE (Continued)

The Company shall provide at least two (2) hours advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible Demand may be increased with a minimum of two (2) hours' notice during the Interruption. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

Option D – Curtailment and Short notice Interruptions

1. Customer will be subject to Curtailments unlimited as to quantity and duration plus
2. Interruptions shall be limited as follows:
 - a. No more than one (1) per day;
 - b. No more than twelve (12) consecutive hours;
 - c. No more than three (3) consecutive days during weekdays (Monday – Friday); and
 - d. No more than two hundred (200) hours per rolling three hundred sixty-five (365) days.

The Company shall provide at least ten (10) minutes advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible Demand may be increased with a minimum of ten (10) minutes' notice during the Interruption. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

Option E – Curtailment and Interruptions

1. Customer will be subject to Curtailments unlimited as to quantity and duration plus
2. Interruptions shall be limited as follows:
 - a. No more than one (1) per day;
 - b. No more than twelve (12) consecutive hours;
 - c. No more than four (4) in any seven (7) days of the week; and
 - d. No more than four hundred (400) hours per rolling 365 days.

The Company shall provide at least two (2) hours advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible Demand may be increased with a minimum of two (2) hours' notice during the Interruption. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

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INTERRUPTIONS

Company may call an Interruption at its discretion. Company may call an Interruption when the applicable real-time LMPs for the Company's load zone are reasonably forecasted by the Company to be in excess of the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's Fuel Cost Adjustment under Rider 770. Company shall provide a good faith estimate of the duration of an Interruption based upon the information available to Company.

Customers may elect to buy-through an Interruption subject to the Energy Rate provided in this Rider.

RATE

The Rate for electric service and Energy supplied hereunder shall be billed as follows:

Demand Credit

Option A

Effective June 1, 2015: \$0.50 per kW per Interruptible Billing Demand per month will be applied to the Rates 732, 733 or 734 bill.

Starting every subsequent June 1: The annual market price per kW per month for capacity deliverable to the Company load zone as determined by the Company through an average of quotes taken from the MISO capacity auction (or reasonably similar information available to Company) during the preceding October. All eligible Customers will be notified by the preceding November 15 of the new Demand credit.

Option B

\$6.00 per kW per Interruptible Billing Demand per month will be applied to the Rates 732, 733 or 734 bill.

Option C

\$9.00 per kW per Interruptible Billing Demand per month will be applied to the Rates 732, 733 or 734 bill.

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RATE (Continued)

Option D

\$9.00 per kW per Interruptible Billing Demand per month will be applied to the Rates 732, 733 or 734 bill.

Option E

\$9.50 per kW per Interruptible Billing Demand per month will be applied to the Rates 732, 733 or 734 bill.

Energy Charge

During Interruptions, all kWhs used above the greater of either (i) the previous hour's integrated hourly Demand immediately preceding notice less the amount of Interruption requested or (ii) the specified Firm Contract Demand shall be subject to an Energy Charge equal to the Real-Time LMP for the Company's load zone plus a non-fuel Energy Charge as follows:

Rate 732:	\$0.005702 per kWh
Rate 733:	\$0.005108 per kWh
Rate 734:	\$0.003009 per kWh

Prior to 9 a.m. C.S.T. day-ahead, a Customer may elect in writing to Company to pay the Day-Ahead LMP for the Company's load zone in place of the Company's Real-Time LMP for the Company's load zone for any Energy taken by the Customer pursuant to this Rider during any Interruptions that occur for that operating day.

DETERMINATION OF INTERRUPTIBLE BILLING DEMAND

Interruptible Billing Demand shall be calculated as follows:

Options A, B, C, D & E

The lessor of: (1) the Interruptible Contract Demand, or (2) Billing Demand of the either Rate 732, 733 or 734 less firm Contract Demand.

To the extent a Customer has more than one option under contract, the Interruptible Demand Credit shall be calculated based on the following order of Option E, D, C, B and then A.

The Customer's monthly Rate 732, Rate 733 or Rate 734 Billing Demand shall be calculated in accordance with Rate 732, Rate 733 or Rate 734.

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DETERMINATION OF INTERRUPTIBLE BILLING DEMAND (Continued)

The interruptible Demand Credit will not apply to Back-up, Maintenance or Temporary Service Demands taken under Rider 776.

CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED INTERRUPTIONS OR CURTAILMENT

A Customer is deemed to have failed to comply with a Curtailment or Interruption when the Customer's current integrated Demand, as measured by the meters installed by the Company (netted across aggregated Customer facilities, if applicable), has not decreased to a level of the greater of either (i) the previous hour's integrated hourly Demand immediately preceding notice less the amount of Curtailment or Interruption requested or (ii) specified Firm Contract Demand.

If a Customer fails to comply with a Curtailment, the Customer shall be immediately disqualified and removed from service under this Rider and shall not be eligible for this Rider for a period of three (3) Contract Years. In addition, a Customer failing to comply with a Curtailment shall be subject to the above Energy Charge during a Curtailment and, the Customer shall be liable for any charges and/or penalties 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.

For Interruptions, the only consequence of such compliance failure will be that the Customer will be deemed to have elected to buy-through its Interruption pursuant to the Energy Charge under this Rider to the extent the Customer failed to interrupt its Demand.

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Customer requesting service under this Rider shall enter into a written contract for an initial period of:

- Option A: Not less than one (1) Contract Year.
- Option B: Not less than three (3) Contract Years.
- Option C: Not less than seven (7) Contract Years.
- Option D: Not less than ten (10) Contract Years.
- Option E: Not less than twelve (12) Contract Years.

On or before December 15 of the last year of the written contract as specified above, the Customer shall inform Company if it will exercise its opportunity to contract for interruptible Demand under the same interruptible option not to exceed the level of the current Interruptible Contract Demand.

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GENERAL TERMS AND CONDITIONS OF SERVICE – CONTRACT (continued)

A Customer electing Options A, B, C, D or E under this Rider shall have the option once each year by February 15 to modify its Interruptible Contract Demand, subject to the overall availability under this Rider and pro rata adjustment if requests exceed said availability and further subject to MISO requirements. Customers shall notify Company by 5:00 p.m. C.S.T. on December 15 if Customer will be decreasing its Interruptible Contract Demand from its current contracted amount. A Customer wishing to convert all of a specified portion of its current Interruptible Contract Demand to a different option shall release the specified Interruptible Contract Demand on a contingent basis by 5:00 p.m. C.S.T. on December 15 and request the new option by 5:00 p.m. C.S.T. on January 15. In the event that the aggregate requests for conversion of existing Interruptible Contract Demand to a different option would exceed the limitations under this Rider then the available Interruptible Contract Demand will be allocated first by requested option in the order of E, D, C, B, A, and then within an option as needed to avoid exceeding a limitation on a pro rata basis. If the new option is granted at one hundred percent (100%) of the Customer's request by the Company pursuant to the overall availability under this Rider, the Interruptible Contract Demand released by the Customer on a contingent basis shall be permanently released. If the new option is not granted at one hundred percent (100%) of the Customer's request by the Company, the remaining Interruptible Contract Demand released by a Customer on a contingent basis shall revert back to the Customer. Customer requests for additional Interruptible Contract Demand will be due by 5:00 p.m. C.S.T. on January 15. If there is any Interruptible Contract Demand remaining after allocating available Interruptible Contract Demand to Customers who requested conversion of their existing Interruptible Contract Demand to a different option, that remaining Interruptible Contract Demand will be allocated to Customers requesting new or additional Interruptible Contract Demand. In the event that the aggregate requests for new or additional Interruptible Contract Demand would exceed the limitations under this Rider then the available Interruptible Contract Demand will be allocated first by requested option in the order of E, D, C, B, A, and then within an option as needed to avoid exceeding a limitation on a pro rate basis. A Customer electing to modify its Interruptible Contract Demand shall also agree to make corresponding changes to its Firm Contract Demand, if necessary, as mutually agreed between Company and Customer, and to other provisions in its contract impacted by such modification by no later than 5:00 p.m. C.S.T. on January 15. All new contracts under this Rider and those contracts modified as a result of this paragraph shall take effect on the following June 1 and extend through the applicable Planning Year of Module E of the MISO Tariff.

To the extent a Customer electing Options B, C, D or E experience a material change in plant operations and provides Company at least sixty (60) days' advance notice, the contract under this Rider, including the Interruptible Contract Demand and Firm Contract Demand, may be modified to accommodate such change upon mutual agreement of Customer and Company.

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Original Volume No. 13
Cancelling All Previously Approved Tariffs**

**RIDER 775
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER**

Sheet No. 9 of 9

GENERAL TERMS AND CONDITIONS OF SERVICE – CONTRACT (continued)

In such contract, it shall also be proper to include such provisions, if any, as may be agreed upon between the Company and the Customer 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.

Notwithstanding the above, contracts under this Rider shall expire upon the date of Company's implementation of new electric basic rates and charges resulting from a general rate proceeding, provided that Customers with existing interruptible capacity under contract at such time will have priority to re-enroll that same capacity under any successor Rider or Tariff provision substantially similar to this Rider 775 and further provided that the Company is granted relief in the general rate proceeding that to its satisfaction provides for adequate recovery of the associated costs..

RULES AND REGULATIONS

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

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RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 1 of 5

TO WHOM AVAILABLE

As shown on Appendix A, this Rider is available to Customers taking service under either Rate 732 or Rate 733 who desire to take service subject to Curtailments from the Company on a temporary basis, including for Back-up or Maintenance purposes. Back-up, Maintenance and Temporary Services under this Rider shall be subject to Curtailments when curtailment of the Company's interruptible service Customers under Rider 775 is insufficient. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules. Except for Buy-Through energy under Temporary Service or Back-up Service, this Rider shall be subject to other Riders as identified on Appendix A.

CHARACTER OF SERVICE

Subject to the provisions applicable to Back-up, Maintenance or Temporary 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.

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. A Customer with verified internal electric generation fueled with energy sources such as, but not limited to, process off-gas or waste heat, natural gas, oil, propane, coal and coal by-products and that is 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 in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

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BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER**

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CHARACTER OF SERVICE (Continued)

Temporary Service

Subject to the requirements of Temporary Service in this Rider, 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 Rider, Customer may elect to buy-through subject to the Demand and Energy Charges during Buy-through provided in this Rider. Customer may not elect to buy-through under this Rider if Company has initiated a Curtailment(s) on its system. The Company has the right to deny a request if Day Ahead LMPs exceed the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's Fuel Cost Adjustment under Rider 770.

RATE

Back-up Service

Demand Charge

The Demand Charge shall be the applicable Rate 732 or Rate 733 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 Real-Time LMP plus a non-fuel Energy Charge of \$0.003800 per kWh.

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 either Rate 732 or Rate 733, as applicable, 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:

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BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 3 of 5

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.45 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.25 per kW per day.

Energy Charge

The Energy Charge for all maintenance kWhs for Rate 732 Customers shall be the Energy Charge in Rate 732 for the first 450 hours and all Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

The Energy Charge for all kWhs for Rate 733 customers shall be the applicable Energy Charge in Rate 733.

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.

Temporary Service

Demand Charge – Except as defined for buy-through described below

- \$0.59 per kW per day for the first thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$0.88 per kW per day for the second thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.18 per kW per day for the third thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period; and
- \$2.36 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.

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RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

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Energy Charge – Except as defined for buy-through described below

The Energy Charge for all temporary kWhs for Rate 732 Customers shall be the Energy Charge in Rate 732 for the first 450 hours and all Energy for Temporary Service shall be considered first through the meter.

The Energy Charge for all kWhs for Rate 733 Customers shall be the applicable Energy Charge in Rate 733.

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 Rider and either Rate 732 or Rate 733, as applicable, 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 \$0.003658 per kWh.

All Energy for Temporary Service shall be billed considered first through the meter and 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 Rider and either Rate 732 or Rate 733, as applicable, during the period in which Temporary Service capacity was taken with buy-through by the Customer.

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 BILLING DEMAND

The Billing Demand for the day for Maintenance Service for Rate 733 Customers shall be the greater of (i) the granted Maintenance Service capacity times eighty percent (80%) or (ii) the actual amount of Maintenance Service taken by Customer above the Billing Demand under Rate 733.

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BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER**

Sheet No. 5 of 5

The Billing Demand for the day for Maintenance Service for Rate 732 Customers shall be the confirmed amount of Maintenance Service.

The Billing Demand for the day for Back-up and Temporary Service shall be the confirmed amount of Back-up and Temporary 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.

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 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.

RULES AND REGULATIONS

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

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RIDER 777
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 Facilities 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 677 prior to the effective date of this Rider 777, service under this Rider 777 shall terminate upon the expiration of the existing Rider 677 contract between the Customer and the Company. For any existing Rider 677 contract, it shall apply to the Customer's new Rate Schedule.

For new contracts under this Rider 777, 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's and kWh's, which shall be deemed those actually used during the immediately preceding twelve (12) months. If new or increased Company facilities are required, the Customer shall be responsible for same in compliance with the Company 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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RIDER 777
ECONOMIC DEVELOPMENT RIDER

Sheet No. 2 of 3

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.

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 100 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."

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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 778
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 779 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⁾	\$0.04054
Off-Peak Hours ⁽²⁾⁽⁵⁾	\$0.02697
Winter Period (Oct. - Apr.)	
On-Peak Hours ⁽³⁾	\$0.03946
Off-Peak Hours ⁽⁴⁾⁽⁵⁾	\$0.03151

- (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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PURCHASES FROM COGENERATION FACILITIES
AND SMALL POWER PRODUCTION FACILITIES

Sheet No. 2 of 4

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	\$0.03419
Winter Period	\$0.03500

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 \$9.16 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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PURCHASES FROM COGENERATION FACILITIES
AND SMALL POWER PRODUCTION FACILITIES

Sheet No. 3 of 4

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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PURCHASES FROM COGENERATION FACILITIES
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Curtailling 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 779
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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INTERCONNECTION STANDARDS

Sheet No. 2 of 16

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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RIDER 779
INTERCONNECTION STANDARDS

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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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__/__/2016

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RIDER 779
INTERCONNECTION STANDARDS

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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 (X_d , 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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__/__/2016

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**RIDER 779
INTERCONNECTION STANDARDS**

Sheet No. 6 of 16

**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.

Issued Date
____/____/2016

Effective Date
____/____/2016

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NIPSCO

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INTERCONNECTION STANDARDS**

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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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INTERCONNECTION STANDARDS**

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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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__/__/2016

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__/__/2016

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INTERCONNECTION STANDARDS

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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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INTERCONNECTION STANDARDS

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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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INTERCONNECTION STANDARDS

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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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INTERCONNECTION STANDARDS

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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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INTERCONNECTION STANDARDS

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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.

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INTERCONNECTION STANDARDS

Sheet No. 14 of 16

- (c) Customer's obligations under this Article shall survive any termination of the Agreement.
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; blight; famine; blockade; or quarantine. If

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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

Issued Date
___/___/2016

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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 780
NET METERING**

Sheet No. 1 of 9

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.

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 or hydro 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 765, 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 thirty (30) MWs forty percent (40%) of which shall be reserved for use by residential customers.

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 779 – 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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**RIDER 780
NET METERING**

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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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__/__/2016

Effective Date
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NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
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RIDER 780
NET METERING

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NET METERING AGREEMENT

This AGREEMENT, is between Northern Indiana Public Service Company, an Indiana corporation, (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, ECAR, 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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DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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TO WHOM AVAILABLE

Available to a Customer on Rates 723, 724, 725, 726, 732, 733 and 734 or their successor rates who has a sustainable ability to reduce its Energy requirements through indirect participation in the MISO wholesale energy market by managing its electric usage as described by MISO. The Customer or Aggregator of Retail Customer (“ARC”) shall enter into a written Standard Service Agreement (“Service Agreement”) in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) to curtail a portion of its electric load for single or multiple meters through participation with the Company acting as the Market Participant (“MP”) for the Customer/ARC. This Rider is available to any load that is participating in the Company’s other interruptible or Curtailment Riders, unless MISO rules change and do not permit load used by the Company as a load modifying resource (“LMR”) 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 Company’s interruptible or Curtailment Riders. Such a Customer may, however, participate as a DRR with any load at any site that is not committed as interruptible.

DEFINITIONS

ARC:	Aggregator of Retail Customers. 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 curtailment on this Rider. Although a Customer may serve as an ARC, for purposes of this Rider, an ARC is not a NIPSCO Customer.
ASM:	Ancillary Services Market which includes the market for Demand Response Resources.
BPM:	Business Practices Manual currently in effect at MISO.
Consumption Baseline:	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.
Curtailment Amount:	The amount of load the Customer/ARC reduces from its CBL.

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DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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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 to the Energy market of the ASM through the Company as Market Participant through physical Load reduction.
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.
MISO:	Midcontinent Independent System Operator, Inc.
TDRL	Targeted Demand Reduction Level. This value is initially set through asset registration and may be overridden by the Company via the schedule offer submittal via market portal.

MINIMUM CURTAILMENT AMOUNT

Customer/ARC shall register TDRL of at least 5 MWs of sustainable Curtailable Demand. ARCs may aggregate to meet the 5 MWs minimum Curtailable Demand.

REGISTRATION

Registration will follow MISO's quarterly network model update cycle. During quarterly model updates, Company will request registration of CP Node which are required for participation under this Rider. Refer to market registration within MISO's *BPM* for details on the data required to register.

LOAD CURTAILMENT AMOUNT

Customer participating in this Rider shall reduce its demand by the MISO-cleared offer amount relative to the Customer Baseline amount, or pay applicable MISO settlement charges / credits. Customer/ARC and Company shall enter into a Service Agreement in the form attached hereto as Attachment 'A' (Customer) or Attachment 'B' (ARC) under this Rider which will specify the terms and conditions under which Customer/ARC agrees to reduce usage. Company and Customer/ARC shall agree to the baseline methodology specified in the Service Agreement under the Measurement and Verification section. The MISO default baseline shall be available as a choice for Customer/ARC.

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COMMUNICATIONS AND METERING REQUIREMENTS

The Company shall specify a communications plan, which may include software. It is the Customer's or ARC's responsibility to comply with that plan. Customer/ARC will pay for the installed cost of additional metering and telemetry that may be required to facilitate service under this Rider. All such metering shall be compliant with any applicable MISO and/or Commission requirements. Customer shall provide Company an electronic interconnection to the meter or aggregate meter data upon request. Customer/ARC may elect to install its own metering, with the Company reserving the right to inspect the equipment and owning the equipment once it is installed. At the Customer's/ARC's request, metering may be installed by the Company and invoiced at the installed cost to the Customer/ARC. Estimated costs of metering and equipment shall be provided prior to installation by the Company, but the Customer/ARC shall be responsible for the actual costs of the equipment and installation.

APPLICATION, SERVICE AGREEMENT AND TESTING

Customer/ARC participation in this Rider shall be subject to the approval of an application by the Company on a non-discriminatory basis. For non-Customer 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. The Customer/ARC must assist the Company in completing any MISO registration requirements. Once approved for participation, the Customer/ARC must enter into the Company provided Service Agreement, which shall be no more than one (1) Contract Year in duration. This Service Agreement 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.

In accordance with MISO's requirements, the Company shall have the right to perform a measurement and verification test prior to participation in this Rider to ensure that the selected Curtailment Amount option is viable and that the test results can be accurately measured and verified by all parties for settlement purposes. The testing will not require the actual Curtailment of Customer load except to the extent such actual Curtailment of Customer load is required under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff and/or BPMs. As the MP, the Company shall have the final decision on the viability of the Customer's or ARC's measurement and verification.

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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 Company to comply with any and all MISO requirements, and (b) subject to satisfaction of reasonable and appropriate qualifications for any participating Aggregator.

An ARC shall be subject to the terms of the Service Agreement (Attachment B) 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

A Customer/ARC shall have the option of participating or not on any particular day, as applicable, as long as it notifies the Company prior to 8:30 a.m. C.S.T. on the day before the day it does not wish to provide an energy offer. If the total load Curtailment Amount available for any particular offer from the applicable participant for a given day within a given hour is less than 1 MW, 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 Customer/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 annual registration fee shown on Attachment C must be paid to the Company with submittal of the registration information.

The Customer/ARC shall submit the required information in the prescribed electronic format to the Company's designee no later than 8:30 a.m. C.S.T. for submittal to MISO by the Company. This time may be later at the Company's sole discretion. Up to fifteen (15) offer changes per month shall be entered at no charge to the Customer/ARC. Attachment C outlines the charges for subsequent offer changes.

MISO PERFORMANCE REQUIREMENTS

Performance requirements are stated in the BPM and the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff. It shall be the Customer's or ARC's responsibility to comply with all of the minimum performance criteria specified by MISO in effect and as may be amended from time to time.

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PROCEDURES

Registration requirements, notifications, performance, metering requirements and other operating procedures are contained in the Service Agreement (Attachment A (Customer) or Attachment B (ARC) included herein). Customer/ARC shall be responsible for acting upon a Curtailment notification.

MARKET PARTICIPANT

The Company shall be the MP to MISO for those facilities operated by the Customer or aggregated by an ARC within the Company's service territory.

ADMINISTRATIVE FEES

The Company shall bill Customer/ARC for administrative fees shown on Attachment C 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.

PENALTY FOR FAILURE TO PERFORM

If the Customer/ARC does not perform to its DA offer cleared by MISO in accordance with the Service Agreement, MISO may debit, credit or penalize the Company. Such financial settlements will be imposed on the Customer/ARC. The Company shall take its fee for offers cleared as indicated in Attachment C and subtract the MISO penalty or fee from the net of that amount.

If MISO terminates the Customer's/ARC's participation, the Company shall immediately terminate the Customer's/ARC's participation. If there are system reliability issues created by the Customer's/ARC's failure to perform the Company reserves the right to suspend participation of the Customer/ARC under this Rider for ninety (90) days or to terminate the Customer/ARC'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 or ARC has a debit on its Bill or invoice due to failure to perform, if the Customer/ARC does not pay the undisputed portion of that debit by the due date indicated on the Customer's Bill or ARC's invoice, the Customer/ARC shall be suspended from further participation until such time that the debit is paid.

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SETTLEMENTS

Company shall establish a Bill credit to be given to Customer. The Company shall provide Bill credits for the amount of the demand reduction as specified in the Service Agreement. The initial Bill credit, including prior period adjustments, will reflect settlements between the Company and MISO through a calendar month of market settlement statements that make up the weekly net settlement invoices prior to the regular Bill. The Company shall pay the Customer based on the MISO settlement for the amount of the Demand reduction as specified in the Service Agreement. The initial payment to ARCs shall take place ten (10) days following the end of the calendar month and shall include the initial bill credit, including prior period adjustments that reflect settlements between the Company and MISO through a calendar month of market settlement statements that make up the weekly net settlement invoices prior to the regular Bill as reflected in the Service Agreement.

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 Customer's or ARC'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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DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**

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**ATTACHMENT A
(Customer)
DRR Type 1 Energy Service Agreement**

This DRR Type 1 Energy Service Agreement ("Agreement") is entered into this ____ day of _____ 20__ ("Effective Date") and is between the Customer receiving service from Northern Indiana Public Service Company ("NIPSCO" or "Company") as identified on the customer information page ("Customer") and NIPSCO (collectively the "Parties").

General Terms and Conditions

1. This Agreement is subject to the terms and conditions of Rider 681 – Demand Response Resource Type 1 (DRR 1) – Energy Only ("Rider 681") and the General Rules and Regulations for Electric Service in NIPSCO's Tariff, as amended from time to time, and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission. Definitions contained in Rider 681 and the Tariff are incorporated herein by reference.

2. Service under Rider 681 shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the Demand Response Resource Type 1 ("DRR 1") offer by MISO, (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, and (iv) collected minimum amount of interval meter data to calculate Baseline Load.

3. This Agreement supersedes and replaces any and all other DRR 1 agreements between Customer and NIPSCO.

4. NIPSCO will utilize both telephone and electronic communication as the primary means to notify Customer of events and to process Customer participation updates. This mechanism for communication may be altered with the written consent of both Parties. Customer will be responsible for providing its own Internet access and a phone number to be used by NIPSCO. In the event that the Internet system is temporarily unavailable, NIPSCO will notify Customer of an alternative participation update process. NIPSCO will provide written documentation and training on the process to be used by Customer.

5. This Agreement shall not be construed as any promise or warranty by NIPSCO to provide continuous or uninterrupted power to Customer.

6. Customer shall be subject to testing and metering requirements of MISO for DRR Type 1 resources, as this term is defined by MISO, as specified in all applicable MISO Business Practice Manuals ("BPMs").

7. Customer load Curtailment enrolled under this Agreement must be solely committed to NIPSCO.

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DRR Type 1 Energy Terms and Conditions

1. **EVENT NOTIFICATION:** NIPSCO will notify Customer within 30 minutes after receiving information on Cleared Offers and/or dispatch instructions from MISO regarding Customer's DRR Type 1 offer submitted through NIPSCO. NIPSCO shall provide such notice in the manner outlined above.
2. **CUSTOMER REDUCTION OBLIGATION:** Customer is obligated to reduce load as communicated by NIPSCO in accordance with the MISO dispatch instruction. Deviations in load reductions above or below the dispatch amount may result in charges as described in the applicable BPM(s). Any such charges will be assessed to Customer.
3. **ENERGY COMMITMENT STATUS AND OTHER DAILY CHANGES TO OFFERS:** Customer may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO as updated. Status updates must be received by 8:30 a.m. C.S.T. Energy Commitment Status may be changed daily with no additional charge to the Customer. Customer must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. Other offer parameters, including Cost Parameters, may be updated daily through correspondence with NIPSCO as designated. Status updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. Customer shall be entitled to twenty (20) offer entry changes per calendar month at no additional charge to the Customer. Customer shall pay \$100 for each additional change, which shall be included on the Customer's monthly Bill and will first be netted against any settlement due to Customer as a result of a DRR Type 1 Event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one (1) change. All changes are subject to MISO limitations and will not permanently update the Customer's default offer unless specified by Customer. Further, if Customer's status changes and Customer cannot provide load reduction as offered, Customer must immediately notify NIPSCO. Customer is responsible for meeting all offer obligations when the offer is cleared.
4. **CUSTOMER OFFER COST PARAMETERS:** Customer may specify changes to its default offer parameters for each hour as specified in the relevant BPM(s). All costs are subject to MISO specified limits and MISO independent market monitor review. NIPSCO reserves the right to review daily offers and reject Customer proposed changes if offers contain errors or may create reliability concerns. All updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. These updates will not permanently change the Customer's default offers unless specified by Customer.
5. **MEASUREMENT AND VERIFICATION:** Upon registration by the Customer, NIPSCO shall request a settlement CP Node from MISO for the DRR Type 1 resource. NIPSCO will utilize the baseline method as set forth in Rider 681. The Baseline Load will be provided to the Customer on the business day following the DRR Type 1 Event. Customer may curtail by the fixed reduction amount.

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6. ENERGY SETTLEMENT:
- a. Customer will be eligible for compensation for load reduction for participating in a DRR Type 1 Event when cleared and dispatched. The MISO settlement information will be used as the basis for Customer event compensation. NIPSCO will reduce this settlement amount to account for the Marginal Foregone Retail Rate (“MFRR”) and any applicable fees as defined in NIPSCO’s Tariff.
 - b. In addition, NIPSCO will reduce Customer compensation in the event where additional MISO imposed cost is incurred as a result of the DRR Type 1 participation. In the event of such additional costs, NIPSCO shall provide supporting documentation to Customer upon request.
 - c. All MISO charges for non-compliance will be Customer responsibility. This will include subtracting from the amount received from MISO the sum of five percent (5%) of the total Cleared Offer for the part of the load that was non-compliant. The remainder shall be remitted on a monthly basis to the Customer through a bill credit as specified in Rider 681.
 - d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to the Customer for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), a DRR Type 1 Event Debit (“Debit”) for the appropriate amount shall appear on the Customer’s Bill as specified in Rider 681.
 - e. In the event that a Customer has a Debit on its Bill as described in Paragraph 6(d), if the Customer does not pay the undisputed portion of that Debit by the Due Date indicated on the Customer’s bill, the Customer shall be suspended from further participation until such time that the Debit is paid.
 - f. Customer will receive DRR Type 1 Event Credits or Debits on its NIPSCO-issued electric bill. Depending on the Customer’s billing cycle and when DRR Type 1 Event Credits (“Credits”) or Debits are issued, posting of the Credits or Debits to the Customer’s Bill may be delayed. Customer will notify NIPSCO if Customer disputes any payments and/or charges reflected on the NIPSCO-issued electric bill. The Parties will attempt to resolve any dispute in accordance with Paragraph 14.
 - g. The process for determination of the Credits or Debits for each electric Bill is established in Rider 681.

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7. **POWER INTERRUPTION:** If power is interrupted to Customer during a DRR Type 1 Event, then NIPSCO shall not be responsible for paying DRR Type 1 Event Credit for Energy reductions in excess of the amount received by NIPSCO from MISO. Examples of reasons that power may be interrupted include without limitation accidents, storm outages, equipment failures or malfunctions, and periods of involuntary Curtailment. Additionally, Customer shall not receive any DRR Type 1 Event Credit for any DRR Event excluded pursuant to the MISO Tariff or BPMs.

8. **CUSTOMER MAINTENANCE:** MISO rules apply.

9. **DAILY CURTAILMENT EVENT LIMITS:** If Customer desires only one (1) Curtailment event to be permitted per day then Customer should set offer parameters including Minimum Interruption Duration, Maximum Interruption Duration, and Minimum Non-Interruption Interval to appropriate values. NIPSCO will not restrict dispatch to only one (1) Curtailment per day.

10. **METERING AND TELEMETRY REQUIREMENTS:** If a Customer does not have an electric meter capable of providing the load metering frequency and telemetry required by MISO in the applicable BPM for each participating account or a more frequent interval, the Customer must install or have installed by NIPSCO, at the Customer's expense, appropriate metering before participation may begin. NIPSCO shall provide, upon request, the current MISO requirements. The cost of incremental metering and communication equipment needed to fulfill MISO requirements will be paid by Customer and NIPSCO shall be the owner of the metering equipment once it is installed.

11. **ANNUAL TESTING:** Customer must demonstrate load reduction capability annually as specified by MISO.

12. **ASSIGNMENT:** Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Party; and (b) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing.

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13. **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; 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.

14. **DISPUTES:** 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.

15. **NOTICE:** Except as otherwise provided in this Agreement, any notice, request, consent, demand, or statement which is contemplated to be made upon either Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing and sent by certified mail with a return receipt requested or via overnight courier with tracking capability to the address set forth below:

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If notice or other transmittal (other than payment of invoices) is to Company:

Attention:

With a copy to:

Attention:

If notice or other transmittal is to Customer:

Attention:

With a copy to:

Attention:

16. **TERM OF CONTRACT AND TERMINATION:** The initial term of this Agreement will be one (1) Contract Year from the commencement of Customer participation, as defined above. This Agreement 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. If MISO terminates the Customer's participation, the Company shall immediately terminate the Customer's participation.

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17. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, Customer and the Company shall indemnify, defend and hold harmless the other Party and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Customer/Company under this Agreement, (b) any act or omission of Customer/Company, whether based upon Customer's/Company's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Customer's/Company's performance or nonperformance under this Agreement. Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

18. **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.

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(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.

(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

19. 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")).

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(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.

For Customer	For Company
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Date	Date

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ATTACHMENT A
(Customer)
DRR Type 1 Energy Service Agreement
Definitions

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 681.
Cleared Offer	An offer accepted by and called upon by MISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
DRR Type 1 Event	When an offer is cleared by MISO and the Customer is eligible for Credits or Debits based on its compliance or non-compliance.
DRR Type 1 Event Credit	Money due to the Customer for compliance in a DRR Type 1 Event.
DRR Type 1 Event Debit	Money due from the Customer for non-compliance in a DRR Type 1 Event.
Energy Commitment Status	Indication from the Customer if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of Energy sales, 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.
TDRL	Targeted Demand Reduction Level. This value is initially set through asset registration and may be overridden by the Company via the schedule offer submittal via market portal.

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**ATTACHMENT B
(Aggregator of Retail Customer)
DRR Type 1 Energy Service Agreement**

This DRR Type 1 Energy Service Agreement ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date") and is between _____ serving as an Aggregator of Retail Services for Customers receiving service from Northern Indiana Public Service Company ("NIPSCO" or "Company") as identified on the list of all individual Customers who are participating with the ARC (hereafter the "ARC") and NIPSCO (collectively the "Parties").

General Terms and Conditions

1. This Agreement is subject to the terms and conditions of Rider 681 – Demand Response Resource Type 1 (DRR 1) – Energy Only ("Rider 681") and the General Rules and Regulations for Electric Service in NIPSCO's Tariff, as amended from time to time, and any successor electric tariff, as approved by the Indiana Utility Regulatory. Definitions contained in Rider 681 and the Tariff are incorporated herein by reference.
2. Service under Rider 681 shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the Demand Response Resource Type 1 ("DRR 1") offer by Midwest Independent Transmission System Operator, Inc. ("MISO"), (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, and (iv) collected minimum amount of interval meter data to calculate Baseline Load. The Baseline Load shall be the sum of all of the Baseline Loads for Customers whose load is being aggregated by the ARC.
3. This Agreement supersedes and replaces any and all other DRR 1 agreements between the ARC and NIPSCO.
4. NIPSCO will utilize telephone and electronic communication as the primary means to notify the ARC of events and to process ARC participation updates. This mechanism for communication may be altered with written consent of both Parties. The ARC will be responsible for communicating with individual Customers and providing their own Internet access and a telephone number to be used by NIPSCO. In the event that the Internet system is temporarily unavailable, NIPSCO will notify the ARC of an alternative participation update process. NIPSCO will provide written documentation and training on the process to be used by the ARC.
5. This Agreement shall not be construed as any promise or warranty by NIPSCO to provide continuous or uninterrupted power to any Customer.

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6. The ARC shall be subject to testing and metering requirements of MISO for DRR Type 1 resources, as this term is defined by MISO, as specified in all applicable MISO Business Practice Manuals ("BPMs").

7. Customer Curtailment enrolled under this Agreement must be solely committed to NIPSCO and may not participate in any other DRR I or Emergency Demand Response Service Agreement either on its own or with another ARC.

ARC DRR Type 1 Energy Terms and Conditions

1. **EVENT NOTIFICATION:** NIPSCO will notify the ARC within 30 minutes after receiving information on Cleared Offers and/or dispatch instructions from MISO regarding the ARC's DRR Type 1 offer submitted through NIPSCO. NIPSCO shall provide such notice in the manner outlined above.

2. **ARC REDUCTION OBLIGATION:** The ARC is obligated to reduce load as communicated by NIPSCO in accordance with the MISO dispatch instruction. Deviations in load reductions above or below the dispatch amount may result in charges as described in the applicable BPM(s). Any charges will be assessed to the ARC and it shall be the ARC's responsibility to determine how to assess those charges to individual Customers.

3. **ENERGY COMMITMENT STATUS AND OTHER DAILY CHANGES TO OFFERS:** The Customer may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO. Status updates must be received by 8:30 a.m. C.S.T. Energy Commitment Status may be changed daily with no additional charge to the ARC. The Customer must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. Other offer parameters, including cost parameters, may be updated daily through correspondence with NIPSCO as designated. Status updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. The Customer shall be entitled to twenty (20) offer entry changes per calendar month at no additional charge to the Customer. The Customer shall pay \$100 for each additional change, which shall be invoiced to the ARC included on the Customer's monthly bill and will first be netted against any settlement due to the Customer as a result of a DRR Type 1 Event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one (1) change. All changes are subject to MISO limitations and will not permanently update the Customer's default offer unless specified by the customer. Further, if the Customer's status changes and the Customer cannot provide load reduction as offered, the Customer must immediately notify NIPSCO. The Customer is responsible for meeting all offer obligations when the offer is cleared.

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4. **ARC OFFER COST PARAMETERS:** The ARC may specify changes to its default offer parameters for each hour as specified in the relevant MISO BPM(s). All costs are subject to MISO specified limits and MISO independent market monitor review. NIPSCO reserves the right to review daily offers and reject ARC proposed changes if offers contain errors or may create reliability concerns. All updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. These updates will not permanently change the ARC's default offers unless specified by the ARC.

5. **MEASUREMENT AND VERIFICATION:** Upon registration by the ARC, NIPSCO shall request a settlement CP Node from MISO for the DRR Type 1 resource. NIPSCO will utilize the baseline method as set forth in Rider 681. The Baseline Load will be provided to the Customer on the business day following the DRR Type 1 Event. The ARC may curtail by the fixed reduction amount.

6. **ENERGY SETTLEMENT:**

- a. The ARC will be eligible for compensation for load reduction for participating in a DRR Type 1 Event when cleared and dispatched. MISO settlement information will be used as the basis for DRR Type 1 Event compensation. NIPSCO will reduce this settlement amount to account for the Marginal Foregone Retail Rate ("MFRR") and any applicable fees as defined in NIPSCO's Tariff.
- b. In addition, NIPSCO will reduce the ARC's compensation in the event where additional MISO costs are incurred as a result of the DRR Type 1 participation. In the event of such additional costs, NIPSCO shall provide documentation to the ARC upon request.
- c. All MISO charges for non-compliance shall be the ARC's responsibility. NIPSCO shall not be responsible for determining the individual Customer(s) responsible for non-compliance, nor shall the Company be responsible for assessing fees to the individual Customer(s). This will include subtracting from the amount received from MISO the sum of five percent (5%) of the total Cleared Offer for the part of the load that was non-compliant. The remainder shall be remitted on a monthly basis to the ARC through a DRR Type 1 Event Credit ("Credit") as specified in Rider 681.
- d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to the ARC for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), a DRR Type 1 Event Debit ("Debit") for the appropriate amount shall appear on the ARC's invoice as specified in Rider 681.

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- e. In the event that the ARC has a Debit on its invoice as described in Paragraph 6d), if the ARC does not pay the undisputed portion of that Debit by the due date indicated on the invoice, the ARC shall be suspended from participation until such time the Debit is paid.
 - f. The ARC shall receive payment from NIPSCO and/or an invoice from NIPSCO for Credits or Debits as specified in Rider 681. Depending on the time of the month when the Credits or Debits are issued, posting of the Credits or Debits to the ARC's account may be delayed. ARC will notify NIPSCO if ARC disputes any payments and/or charges reflected on the NIPSCO-issued invoice. The Parties will attempt to resolve any dispute in accordance with Paragraph 16.
 - g. Payments and invoicing shall take place to the ARC once a month according to the schedule and process set forth in Rider 681.
7. **POWER INTERRUPTION:** If power is interrupted to individual Customer(s) during a DRR Type 1 Event, then NIPSCO shall not be responsible for paying the ARC for energy reductions in excess of the amount received by NIPSCO from MISO. In addition, neither the Customer nor the ARC shall be exposed to any charges for excessive energy from MISO. Examples of reasons that power may be interrupted include without limitation accidents, storm outages, equipment failures or malfunctions, and periods of involuntary Curtailment. Additionally, the ARC shall not receive any Credit for any DRR Event excluded pursuant to the MISO Tariff or BPMs.
8. **CUSTOMER MAINTENANCE:** MISO rules apply.
9. **DAILY CURTAILMENT EVENT LIMITS:** If the ARC desires only one (1) Curtailment event to be permitted per day then ARC should set offer parameters including Minimum Interruption Duration, Maximum Interruption Duration, and Minimum Non-Interruption Interval to appropriate values. NIPSCO will not restrict dispatch to only one (1) Curtailment per day.
10. **METERING AND TELEMETRY REQUIREMENTS:** If an individual Customer does not have an electric meter capable of providing the load metering frequency and telemetry required by the MISO in the applicable BPM for each participating account or a more frequent interval, the ARC shall be responsible for assuring the Customer installs or has installed by NIPSCO, at the Customer's expense, appropriate metering before participation may begin. NIPSCO shall provide, upon request, the current MISO requirements. The cost of incremental metering and communication equipment needed to fulfill MISO requirements will be paid by Customer or ARC and NIPSCO shall be the owner of the metering equipment once it is installed.

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11. **REQUIRED NOTICE TO ADD OR DELETE CUSTOMERS:** Once an ARC has entered into the appropriate contractual or other arrangements with each Customer whom the ARC represents, the ARC shall deliver to NIPSCO a “Notice to Add or Delete Customers Participating in the DRR Type 1 Program” signed by the Customer and ARC. The ARC shall notify NIPSCO that it has dropped a customer service agreement from its portfolio by delivering to NIPSCO a “Notice to Add or Delete Customers Participating in the DRR Type 1 Program” signed by the Customer and ARC. With each submission of a “Notice to Add or Delete Customers Participating in the DRR Type 1 Program,” and until such time as ARC submits such Notice for the removal of such Customer from the ARC’s representation, ARC represents and warrants that:

- a. Each Customer whom ARC represents is eligible to participate in the DRR Type 1 program and has elected to participate through the ARC;
- b. The ARC has entered into the appropriate contractual or other arrangements with such customer whereby such Customer has authorized the ARC to receive payments from and to pay any fees to NIPSCO on behalf of such Customer in connection with such Customer’s participation in the program. The ARC shall make such agreements available to the Company upon request.

12. **ANNUAL TESTING:** The ARC must demonstrate load reduction capability annually as specified by NIPSCO and MISO.

13. **CONFIDENTIALITY:** The ARC shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of the ARC, without the express prior written consent of the Company. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to NIPSCO, Customer names and other information related to Customers, including energy usage data, any trade secrets, and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include (a) information known to ARC prior to obtaining the same from the Company; (b) information in the public domain at the time of disclosure by the ARC; (c) information obtained by ARC from a third party who did not receive the same, directly or indirectly, from the Company; or (d) information approved for release by express prior written consent of an authorized representative of the Company.

14. **ASSIGNMENT:** Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Party; and (b) any assignee shall expressly assume the assignor’s obligations hereunder, unless otherwise agreed to by the other Party in writing.

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15. **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; 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.

16. **DISPUTES:** 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.

17. **NOTICE:** Except as otherwise provided in this Agreement, any notice, request, consent, demand, or statement which is contemplated to be made upon either Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing and sent by certified mail with a return receipt requested or via overnight courier with tracking capability to the address set forth below:

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If notice or other transmittal (other than payment of invoices) is to Company:

Attention:

With a copy to:

Attention:

If notice or other transmittal is to ARC:

Attention:

With a copy to:

Attention:

18. **TERM OF CONTRACT AND TERMINATION:** The initial term of this Agreement will be one (1) Contract Year from the commencement of Customer participation, as defined above. This Agreement 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. If MISO terminates the Customer's participation, the Company shall immediately terminate the Customer's participation.

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19. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, ARC shall indemnify, defend and hold harmless NIPSCO and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of ARC under this Agreement, (b) any act or omission of ARC, whether based upon ARC's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to ARC's performance or nonperformance under this Agreement. Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

20. **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.

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(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.

(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

21. 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

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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.

For ARC	For Company
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Date	Date

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ATTACHMENT B
(Aggregator of Retail Customer)
DRR Type 1 Energy Service Agreement
Definitions

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 681.
Cleared Offer	An offer accepted by and called upon by MISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
Customer	An entity receiving service from the Company as further defined in the Company's Tariff.
DRR Type 1 Event	When an offer is cleared by MISO and the ARC is eligible for Credits or Debits based on its compliance or non-compliance.
DRR Type 1 Event Credit	Money due to the ARC for compliance in a DRR Type 1 Event
DRR Type 1 Event Debit	Money due from the ARC for non-compliance in a DRR Type 1 Event
Energy Commitment Status	Indication from the ARC if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of energy sales, 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.
TDRL	Targeted Demand Reduction Level. This value is initially set through asset registration and may be overridden by the Company via the schedule offer submittal via market portal.

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**ATTACHMENT C
ADMINISTRATIVE FEES**

DRR 1

Annual Registration with NIPSCO \$1,000

Additional Day Ahead Offer (Over fifteen (15) per calendar month) Entry Changes (per entry) \$100

For offers cleared by MISO: MFRR + 5% of the absolute value of the daily net MISO settlements
which in no event shall Company portion be less than zero.

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TO WHOM AVAILABLE

As shown in Appendix A, this Rider is available to a Customer on Rates 723, 724, 725, 726, 732, 733 and 734 or their successor rates who has a sustainable ability to reduce its energy requirements through indirect participation in the MISO wholesale energy market by managing its electric usage as described by MISO. The Customer or Aggregator of Retail Customer ("ARC") shall enter into a written Standard Service Agreement ("Service Agreement") in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) to curtail a portion of its electric load for single or multiple meters through participation with the Company acting as the MP for the Customer/ARC. Load that is participating in the Company's other interruptible or Curtailment Riders may only participate as an EDR and as a LMR if it meets the LMR requirements as set forth by MISO and is consistent with the provisions of Company's interruptible or Curtailment Riders. A Customer who does not qualify as an LMR may, however, participate as an EDR with any load. A Customer/ARC taking service under this Rider is prohibited from taking power under the temporary, surplus power and back up and maintenance Riders during an event under this Rider.

DEFINITIONS

ARC: Aggregator of Retail Customers. 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 Curtailment on this Rider. Although a Customer may serve as an ARC, for purposes of this Rider, an ARC is not a NIPSCO Customer.

BPM: Business Practices Manual currently in effect at MISO.

CBL or Consumption Baseline: The default calculation of the Consumption Baseline ("CBL") shall be calculated pursuant to the relevant MISO BPM or MISO tariff currently in. 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.

Curtailment Amount: The amount of load the Customer/ARC reduces from its CBL.

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EDR	Emergency Demand Response, an energy-only type of Demand response resource as defined by MISO.
FDL	Firm Demand Level.
LMR	Load Modifying Resource.
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.
MISO:	Midcontinent Independent System Operator, Inc.
MP	Market Participant.
TDRL	Targeted Demand Reduction Level. This value is initially set through asset registration and may be overridden by the Company via the schedule offer submittal via market portal.

MINIMUM CURTAILMENT AMOUNT

Customer/ARC shall register TDRL of at least 5 MWs of sustainable Curtailable Demand. ARCs may aggregate to meet the 5 MW minimum Curtailable Demand.

REGISTRATION

Registration will follow MISO's quarterly network model update cycle. During quarterly model updates, Company will request registration of CP Node which are required for participation under this Rider. Refer to market registration within MISO's *BPM* for details on the data required to register.

LOAD CURTAILMENT AMOUNT

Customer participating in this Rider shall reduce its demand by the MISO-cleared offer amount relative to the Customer Baseline amount, or pay applicable MISO settlement charges / credits. Customer/ARC and Company shall enter into a Service Agreement in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) under this Rider which will specify the terms and conditions under which Customer/ARC agrees to reduce usage. Company and Customer/ARC shall agree to the baseline methodology specified in the Service Agreement under the Measurement and Verification section. The MISO default baseline shall be available as a choice for Customer/ARC.

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Firm Demand Level (FDL)

Customers 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 Demand reduction will be specified in the Service Agreement under the Measurement and Verification section. All usage above the Firm Demand Level will be charged to Customer or ARC, 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 Company, Customers or customers of ARCs electing this option agree to reduce to the FDL as specified in the Service Agreement under the Measurement and Verification section. If an offer is accepted, no buy-through Energy will be available.

Fixed Reduction Amount

Customers 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 Demand reduction will be specified in the Service Agreement under the Measurement and Verification section. .

MISO will request implementation of this program at applicable times through its dispatch process. On such a MISO request, as relayed by Company, Customers or customers of ARCs electing this option agree to reduce Energy usage by the fixed reduction amount as specified in the Service Agreement under the Measurement and Verification section. If an offer is accepted, no buy-through energy will be available.

COMMUNICATIONS AND METERING REQUIREMENTS

The Company shall specify a communications plan, which may include software. It is the Customer's or ARC's responsibility to comply with that plan. Customer/ARC will pay for the installed cost of additional metering and telemetry that may be required to facilitate service under this Rider. All such metering shall be compliant with any applicable MISO and/or Commission requirements. Customer shall provide Company an electronic interconnection to the meter or aggregate meter data upon request. Customer/ARC may elect to install its own metering, with the Company reserving the right to inspect the equipment and owning the equipment once it is installed. At the Customer's/ARC's request, metering may be installed by the Company and invoiced at the installed cost to the Customer/ARC. Estimated costs of metering and equipment shall be provided prior to installation by the Company, but the Customer/ARC shall be responsible for the actual installed costs of the equipment.

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APPLICATION, SERVICE AGREEMENT AND TESTING

Customer/ARC participation in this Rider shall be subject to the approval of an application by the Company on a non-discriminatory basis. For non-Customer ARCs, this process may include a review of the ARC's creditworthiness and an evaluation of the 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. The Customer/ARC must assist the Company in completing any MISO registration requirements. Once approved for participation, the Customer/ARC must enter into the Company provided Service Agreement, which shall be no more than one (1) Contract Year in duration. This Service Agreement shall be renewed for up to two (2) additional one 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.

In accordance with MISO's requirements, the Company shall have the right to perform a measurement and verification test prior to participation in this Rider to ensure that the selected Curtailment Amount option is viable and that the test results can be accurately measured and verified by all parties for settlement purposes. The testing will not require the actual Curtailment of Customer load except to the extent such actual Curtailment of Customer load is required under The MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff and/or BPMs. As the MP, the Company shall have the final decision on the viability of the Customer's or ARC's measurement and verification.

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 Company to comply with any and all MISO requirements, and (b) subject to satisfaction of reasonable and appropriate qualifications for any participating ARC.

An ARC shall be subject to the terms of the ARC Service Agreement (Attachment B) and 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

A Customer/ARC shall have the option of participating or not on any particular day, as applicable, as long as it notifies the Company prior to 8:30 a.m. C.S.T. on the day before the day it does not wish to provide an Energy offer. If the total load Curtailment Amount available for any particular offer from the applicable participant for a given day within a given hour is less than 1 MW, an offer of "Not Participating" will be made for that hour.

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If the resource is a Behind the Meter Generator (“BTMG”), the Customer 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.

When first registered, a default offer will be established which will remain valid until updated or declared unavailable by the Customer/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 annual registration fee shown on Attachment C must be paid to the Company with submittal of the registration information.

The Customer/ARC shall submit the required information in the prescribed electronic format to the Company’s designee no later than 8:30 a.m. C.S.T. for submittal to MISO by the Company. This time may be later at the Company’s sole discretion. Up to fifteen (15) offer changes per month shall be entered at no charge to the Customer/ARC. Attachment C outlines the charges for subsequent offer changes.

MISO PERFORMANCE REQUIREMENTS

Performance requirements are stated in the BPM and the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff. It shall be the Customer’s or ARC’s responsibility to comply with all of the minimum performance criteria specified by MISO in effect and as may be amended from time to time.

PROCEDURES

Registration requirements, notifications, performance, metering requirements and other operating procedures are contained in the Service Agreement (Attachment A (Customer) or Attachment B (ARC)). Customer/ARC shall be responsible for acting upon a curtailment notification.

MARKET PARTICIPANT

The Company shall be the MP to MISO for those facilities operated by the Customer or aggregated by an ARC within the Company’s service territory.

ADMINISTRATIVE FEES

The Company shall bill Customer/ARC for administrative fees shown on Attachment C 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.

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PENALTY FOR FAILURE TO PERFORM

If the Customer/ARC does not perform in accordance with the Service Agreement, MISO may debit, credit or penalize the Company. Such financial settlement will be imposed on the Customer/ARC. The Company shall take its fee for offers cleared as indicated in Attachment C and subtract The MISO penalty or fee from the net of that amount.

If MISO terminates the Customer's/ARC's participation, the Company shall immediately terminate the Customer's/ARC's participation. If there are system reliability issues created by the Customer's/ARC's failure to perform the Company reserves the right to suspend participation of the Customer/ARC under this Rider for ninety (90) days or to terminate the Customer/ARC'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 or ARC has a debit on its Bill or invoice due to failure to perform, if the Customer/ARC does not pay the undisputed portion of that debit by the due date indicated on the Customer's Bill or ARC's invoice, the Customer/ARC shall be suspended from further participation until such time that the debit is paid.

SETTLEMENTS

Company shall establish a Bill credit to be given to Customer. The Company shall provide Bill credits for the amount of the Demand reduction as specified in the Service Agreement. The initial bill credit, including prior period adjustments, will reflect settlements between the Company and MISO through a calendar month of market settlement statements that make up the weekly net settlement invoice prior to the regular bill. The Company shall pay Customer based on the MISO settlement for the amount of the Demand reduction as specified in the Service Agreement. The initial payment to ARCs shall take place ten (10) days following the end of the calendar month and shall include the initial bill credit, including prior period adjustments that reflect settlements between the Company and MISO through a calendar month of market settlement statements that make up the weekly net settlement invoices prior to the regular bill as reflected in the Service Agreement.

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, other than as provided under this Rider, 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 Customer's or ARC'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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ATTACHMENT A
(Customer)
EDR Energy Service Agreement

This Emergency Demand Response ("EDR") Energy Service Agreement ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date") and is between the customer receiving service from the Northern Indiana Public Service Company ("NIPSCO" or "Company") as identified on the customer information page ("Customer") and NIPSCO (collectively the "Parties").

General Terms and Conditions

1. This Agreement is subject to the terms and conditions of NIPSCO Rider 682 – Emergency Demand Response Resource (EDR) – Energy Only ("Rider 682") and the General Rules and Regulations for Electric Service in NIPSCO's Tariff, as amended from time to time, and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission. Definitions contained in Rider 682 and the Tariff are incorporated herein by reference.

2. Service under Rider 682 shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the Emergency Demand Response Resource offer by Midcontinent Independent System Operator, Inc. ("MISO"), (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, and (iv) collected minimum amount of interval meter data to calculate Baseline Load.

3. This Agreement supersedes and replaces any and all other EDR agreements between Customer and NIPSCO.

4. NIPSCO will utilize both telephone and electronic communication as the primary means to notify Customer of events and to process Customer participation updates. This mechanism for communicating may be altered with the written consent of both Parties. Customer will be responsible for providing its own Internet access and a telephone number to be used by NIPSCO. In the event that the Internet system is temporarily unavailable, NIPSCO will notify Customer of an alternative participation update process. NIPSCO will provide written documentation and training on the process to be used by Customer.

5. This Agreement shall not be construed as any promise or warranty by NIPSCO to provide continuous or uninterrupted power to Customer.

6. Customer shall be subject to testing and metering requirements of MISO for EDR resources, as this term is defined by MISO, as specified in the all applicable MISO Business Practice Manuals ("BPMs") and Schedule 30 of the MISO Tariff.

7. Customer Curtailment enrolled under this Agreement must be solely committed to NIPSCO.

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EDR Energy Terms and Conditions

1. **EVENT NOTIFICATION:** NIPSCO will notify Customer within 30 minutes after receiving information on Cleared Offers and/or dispatch instructions from MISO regarding Customer's EDR offer submitted through NIPSCO. NIPSCO shall provide such notice in the manner outlined above.

2. **CUSTOMER REDUCTION OBLIGATION:** Customer is obligated to reduce load as communicated by NIPSCO in accordance with the MISO dispatch instruction. Deviations in load reductions above or below the dispatch amount may result in charges as described in the applicable BPM(s). Customer may curtail to a firm Demand Level or by a Fixed Reduction Amount as follows.

- a. A Customer electing to curtail to a Firm Demand Level agrees, upon notification by Company, to limit its Demand to a firm load level.
- b. A Customer electing to curtail by a Fixed Reduction Amount agrees, upon notification by Company, to reduce energy usage below its Consumption Baseline level by the Customer specified amount.

3. **ENERGY COMMITMENT STATUS AND OTHER DAILY CHANGES TO OFFERS:** Customer may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO as updated. Status updates must be received by 8:30 a.m. C.S.T. Energy Commitment Status may be changed daily with no additional charge to the Customer. Customer must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. Other offer parameters, including cost parameters, may be updated daily through correspondence with NIPSCO. Status updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. Customer shall be entitled to twenty (20) offer entry changes per calendar month at no additional charge to the Customer. Customer shall pay \$100 for each additional change, which shall be included on the Customer's monthly Bill and will first be netted against any settlement due to Customer as a result of an EDR Event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one (1) change. All changes are subject to MISO limitations and will not permanently update the Customer's default offer unless specified by Customer. Further, if Customer's status changes and Customer cannot provide load reduction as offered, Customer must immediately notify NIPSCO. Customer is responsible for meeting all offer obligations when the offer is cleared.

4. **CUSTOMER OFFER COST PARAMETERS:** Customer may specify changes to its default offer parameters for each hour as specified relevant MISO BPM(s). All costs are subject to MISO specified limits and MISO independent market monitor review. NIPSCO reserves the right to review daily offers and reject Customer proposed changes if offers contain errors or may create reliability concerns. All updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. These updates will not permanently change the Customer's default offers unless specified by Customer. If the resource is a Behind the Meter Generator ("BTMG"), the Customer shall follow the requirements set forth in Rider 682, MISO Schedule 30 and any applicable BPM(s).

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5. **MEASUREMENT AND VERIFICATION:** Upon registration by the Customer, NIPSCO shall request a settlement CP Node from MISO for the EDR resource. NIPSCO will utilize the baseline method as set forth in Rider 682. The Baseline Load will be provided to Customer on the next business day following the EDR Event.

- a. **Firm Demand Level:** To determine the amount of Demand reduction for a customer electing to drop load to a firm Demand level, the Demand level at the time of event will be utilized. If the Customer does not reduce load to that Demand level, the Customer will be considered to not be in compliance.
- b. **Fixed Reduction Amount:** To determine the amount of Demand reduction for a Customer electing to reduce load by a fixed amount, the difference between the Baseline Load and the load at the time of the event will be utilized. If the Customer does not reduce load by the fixed amount, the Customer will be considered to not be in compliance.

6. **ENERGY SETTLEMENT:**

- a. Customer will be eligible for compensation for a reduction in Demand level or load reduction for participating in an EDR Event when cleared and dispatched. The MISO settlement information will be used as the basis for Customer event compensation. NIPSCO will reduce this settlement amount to account for the Marginal Foregone Retail Rate ("MFRR") as defined in NIPSCO's Tariff and any applicable fees as defined in NIPSCO's Tariff.
- b. In addition, NIPSCO will reduce Customer's compensation in the event where additional MISO costs are incurred as a result of the EDR participation. In the event of such additional costs, NIPSCO shall provide documentation to Customer upon request.
- c. All MISO charges for non-compliance shall be Customer responsibility. This will include, subtracting from the amount received from MISO the sum of five percent (5%) of the total Cleared Offer for the part of the load that was non-complaint. The remainder shall be remitted as an EDR Event Credit ("Credit") on a monthly basis to the Customer through a Bill credit as specified in Rider 682.
- d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to Customer for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), an EDR Event Debit ("Debit") for the appropriate amount shall appear on the Customer's Bill as specified in Rider 682.
- e. In the event that a Customer has a Debit on its Bill as described in Paragraph 6(d), if the Customer does not pay the undisputed portion of that Debit by the due date indicated on the Customer's Bill, the Customer shall be suspended from further participation until such time that the Debit is paid.

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- f. Customer will receive Credits or Debits on its NIPSCO-issued electric Bill. Depending on the Customer's billing cycle and when EDR Event Credits or Debits are issued, posting of the Credits or Debits to the Customer's Bill may be delayed. Customer will notify NIPSCO if Customer disputes any payments and/or charges reflected on the NIPSCO-issued electric Bill. The Parties will attempt to resolve any dispute in accordance with Paragraph 14.
- g. The process for determination of the EDR Event Credit or Debit for each electric Bill is established in Rider 682.
7. **POWER INTERRUPTION:** If power is interrupted to Customer during an EDR Event, then NIPSCO shall not be responsible for paying EDR Event Credit for energy reductions in excess of the amount received by NIPSCO from MISO. Examples of reasons that power may be interrupted include without limitation accidents, storm outages, equipment failures or malfunctions, and periods of involuntary Curtailment. Additionally, Customer shall not receive any EDR Event Credit for any EDR Event excluded pursuant to MISO Tariff or BPMs.
8. **CUSTOMER MAINTENANCE:** MISO rules apply.
9. **DAILY CURTAILMENT EVENT LIMITS:** If Customer desires only one (1) Curtailment event to be permitted per day then Customer should set offer parameters including Minimum Interruption Duration, Maximum Interruption Duration, and Minimum Non-Interruption Interval to appropriate values. NIPSCO will not restrict dispatch to only one (1) Curtailment per day.
10. **METERING AND TELEMETRY REQUIREMENTS:** If a Customer does not have an electric meter capable of providing the load metering frequency and telemetry required by MISO in the applicable BPM or tariff provision for each participating account or a more frequent interval, the Customer must install or have installed by NIPSCO, at the Customer's expense, appropriate metering before participation may begin. NIPSCO shall provide, upon request, the current MISO requirements. The cost of incremental metering and communication equipment needed to fulfill MISO requirements will be paid by Customer and NIPSCO shall be the owner of the metering equipment once it is installed.
11. **ANNUAL TESTING:** Customer must demonstrate load reduction capability annually as specified by MISO.
12. **ASSIGNMENT:** Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Party; and (b) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing.

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13. **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; 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.

14. **DISPUTES:** 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.

15. **NOTICE:** Except as otherwise provided in this Agreement, any notice, request, consent, demand, or statement which is contemplated to be made upon either Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing and sent by certified mail with a return receipt requested or via overnight courier with tracking capability to the address set forth below:

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If notice or other transmittal (other than payment of invoices) is to Company:

Attention: _____

With a copy to:

Attention: _____

If notice or other transmittal is to Customer:

Attention: _____

With a copy to:

Attention: _____

16. **TERM OF CONTRACT AND TERMINATION:** The initial term of this Agreement will be one (1) Contract Year from the commencement of Customer participation, as defined above. This Agreement shall be renewed for up to two (2) additional one (2) 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. If the Customer fails to comply with the provisions of the Curtailment Amount under Rider 682, the Company and the Customer will discuss methods to comply during future events. 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.

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17. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless NIPSCO and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Customer under this Agreement, (b) any act or omission of Customer, whether based upon Customer's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Customer's performance or nonperformance under this Agreement. Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

18. **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.

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(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.

(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

19. 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

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ATTACHMENT A
(Customer)
EDR Energy Service Agreement
Definitions

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 682.
Behind the Meter Generation	As defined by MISO.
Cleared Offer	An offer accepted by and called upon by MISO.
Curtailement Amount	The amount of load reduced from the Consumption Baseline.
EDR Event	When an offer is cleared by MISO and the Customer is eligible for Credits or Debits based on its compliance or non-compliance.
EDR Event Credit	Money due to the Customer for compliance in an EDR Event
EDR Event Debit	Money due from the Customer for non-compliance in an EDR Event
Energy Commitment Status	Indication from the Customer if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of energy sales, 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.

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**ATTACHMENT B
Aggregator of Retail Customer
EDR Energy Service Agreement**

This Emergency Demand Response - Energy ("EDR") Service Agreement ("Agreement") is entered into this ____ day of _____, 20 ____ ("Effective Date") and is between _____, located at _____ serving as an Aggregator of Retail Services for customers receiving service from Northern Indiana Public Service Company ("NIPSCO" or "Company") as identified on the list of all individual Customers who are participating with the ARC (hereafter the "ARC") and NIPSCO (collectively, the "Parties").

General Terms and Conditions

1. This Agreement is subject to the terms and conditions of NIPSCO's Rider 682 – Emergency Demand Response Resource (EDR) – Energy Only ("Rider 682") and the General Rules and Regulations for Electric Service in NIPSCO's Tariff, as amended from time to time, and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission and as amended from time to time. Definitions contained in Rider 682 and the Tariff are incorporated herein by reference.

2. Service under Rider 682 shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the Emergency Demand Response Resource ("EDR") offer by Midcontinent Independent System Operator, Inc. ("MISO"), (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, and (iv) collected minimum amount of interval meter data to calculate Baseline Load. The Baseline Load shall be the sum of all of the Baseline Loads for Customers whose load is being aggregated by the ARC.

3. This Agreement supersedes and replaces any and all other EDR agreements between the ARC and NIPSCO.

4. NIPSCO will utilize telephone and electronic communication as the primary means to notify the ARC of events and to process ARC participation updates. This mechanism for communication may be altered with consent of both Parties. The ARC will be responsible for communicating with individual Customers and providing their own Internet access and a phone number to be used by NIPSCO. In the event that the Internet system is temporarily unavailable, NIPSCO will notify the ARC of an alternative participation update process. NIPSCO will provide written documentation and training on the process to be used by the ARC.

5. This Agreement shall not be construed as any promise or warranty by NIPSCO to provide continuous or uninterrupted power to any Customer.

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6. The ARC shall be subject to testing and metering requirements of MISO for EDR resources, as this term is defined by MISO, as specified in all applicable MISO BPMs.

7. Customer load Curtailment enrolled under this Agreement must be solely committed to NIPSCO and may not participate in any other EDR or Demand Response Resource Type 1 – Energy Service Agreement either on its own or with another ARC.

ARC EDR Energy Terms and Conditions

1. **EVENT NOTIFICATION:** NIPSCO will notify the ARC within 30 minutes after receiving information on Cleared Offers and/or dispatch instructions from MISO regarding the ARC's EDR offer submitted through NIPSCO. NIPSCO shall provide such notice in the manner outlined above.

2. **ARC REDUCTION OBLIGATION:** The ARC is obligated to reduce load as communicated by NIPSCO in accordance with MISO dispatch instruction. Deviations in load reductions above or below the dispatch amount may result in charges as described in the applicable BPM(s). Any charges will be assessed to the ARC and it shall be the ARC's responsibility to determine how to assess those charges to individual customers.

3. **ENERGY COMMITMENT STATUS AND OTHER DAILY CHANGES TO OFFERS:** The Customer may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO. Status updates must be received by 8:30 a.m. C.S.T. Energy Commitment Status may be changed daily with no additional charge to the ARC. The ARC must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. Other offer parameters, including cost parameters, may be updated daily through correspondence with NIPSCO as designated. Status updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. The ARC shall be entitled to twenty (20) offer entry changes per calendar month at no additional charge to the Customer. The Customer shall pay \$100 for each additional change, which shall be included on the Customer's monthly Bill and will first be netted against any settlement due to the Customer as a result of an EDR Event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one (1) change. All changes are subject to MISO limitations and will not permanently update the Customer's default offer unless specified by the Customer. Further, if the Customer's status changes and the Customer cannot provide load reduction as offered, the Customer must immediately notify NIPSCO. The Customer is responsible for meeting all offer obligations when the offer is cleared.

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4. **ARC OFFER COST PARAMETERS:** The ARC may specify changes to its default offer parameters for each hour as specified in the relevant MISO BPM(s). All costs are subject to MISO specified limits and MISO independent market monitor review. NIPSCO reserves the right to review daily offers and reject ARC proposed changes if offers contain errors or may create reliability concerns. All updates must be received by 8:30 a.m. C.S.T. the day prior to the day the status or parameter change will be effective. These updates will not permanently change the ARC's default offers unless specified by the ARC.

5. **MEASUREMENT AND VERIFICATION:** Upon registration by the Customer, NIPSCO shall request a settlement CP Node from MISO for the EDR resource. NIPSCO will utilize the baseline method as set forth in Rider 682. The Baseline Load will be provided to Customer on the next business day following the EDR Event.

- a. **Firm Demand Level:** To determine the amount of Demand reduction for the ARC electing to drop load to a firm Demand level, the Demand level at the time of event will be utilized. If the ARC does not reduce load to that Demand level, the ARC will be considered to not be in compliance.
- b. **Fixed Reduction Amount:** To determine the amount of Demand reduction for an ARC electing to reduce load by a fixed amount, the difference between the Baseline Load and the load at the time of the event will be utilized. If the ARC does not reduce load by the fixed amount, the ARC will be considered to not be in compliance.

6. **ENERGY SETTLEMENT:**

- a. The ARC will be eligible for compensation for load reduction for participating in an EDR Event when cleared and dispatched. MISO settlement information will be used as the basis for EDR Event compensation. NIPSCO will reduce this settlement amount to account for the Marginal Foregone Retail Rate ("MFRR") and any applicable fees as defined in NIPSCO's Tariff.
- b. In addition, NIPSCO will reduce the ARC's compensation in the event where additional MISO costs are incurred as a result of the EDR participation. In the event of such additional costs, NIPSCO shall provide documentation to the ARC upon request.
- c. All MISO charges for non-compliance shall be the ARC's responsibility. This will include subtracting from the amount received from Midwest ISO the sum of 5% of the total Cleared Offer for the part of the load that was non-compliant. The remainder shall be remitted on a monthly basis to the ARC through an EDR Event Credit ("Credit") as specified in Rider 682. NIPSCO shall not be responsible for determining the individual Customer(s) responsible for non-compliance, nor shall the Company be responsible for assessing fees to the individual Customer(s).

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- d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to the ARC for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), an EDR Event (“Debit”) for the appropriate amount shall appear on the ARC’s invoice as specified in Rider 682.
 - e. In the event that the ARC has a Debit on its invoice as described in Paragraph 6(d), if the ARC does not pay the undisputed portion of that Debit by the due date indicated on the invoice, the ARC shall be suspended from participation until such time the Debit is paid.
 - f. The ARC shall receive payment from NIPSCO and/or an invoice from NIPSCO for EDR Event Credits or Debits as specified in Rider 682. Depending on the time of the month when the EDR Event Credits or Debits are issued, posting of the Credits or Debits to the ARC’s account may be delayed. ARC will notify NIPSCO if ARC disputes any payments and/or charges reflected on the NIPSCO-issued invoice. The Parties will attempt to resolve any dispute in accordance with Paragraph 16.
 - g. Payments and invoicing shall take place to the ARC once a month according to the schedule and process set forth in Rider 682.
7. **POWER INTERRUPTION:** If power is interrupted to individual Customer(s) during an EDR Event, then NIPSCO shall not be responsible for paying the ARC for Energy reductions in excess of the amount received by NIPSCO from MISO. In addition, neither the Customer nor the ARC shall be exposed to any charges for excessive Energy from MISO. Examples of reasons that power may be interrupted include without limitation accidents, storm outages, equipment failures or malfunctions, and periods of involuntary load Curtailment. Additionally, the ARC shall not receive any Credit for any EDR Event excluded pursuant to the MISO Tariff or BPMs.
8. **CUSTOMER MAINTENANCE:** MISO rules apply.
9. **DAILY CURTAILMENT EVENT LIMITS:** If the ARC desires only one (1) Curtailment event to be permitted per day then ARC should set offer parameters including Minimum Interruption Duration, Maximum Interruption Duration, and Minimum Non-Interruption Interval to appropriate values. NIPSCO will not restrict dispatch to only one (1) Curtailment per day.
10. **METERING AND TELEMETRY REQUIREMENTS:** If an individual Customer does not have an electric meter capable of providing the load metering frequency and telemetry required by the MISO in the applicable BPM for each participating account or a more frequent interval, the ARC shall be responsible for assuring the Customer installs or has installed by NIPSCO, at the Customer’s expense, appropriate metering before participation may begin. NIPSCO shall provide, upon request, the current MISO requirements. The cost of incremental metering and communication equipment needed to fulfill MISO requirements will be paid by Customer or ARC and NIPSCO shall be the owner of the metering equipment once it is installed.

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11. **REQUIRED NOTICE TO ADD OR DELETE CUSTOMERS:** Once an ARC has entered into the appropriate contractual or other arrangements with each Customer whom the ARC represents, the ARC shall deliver to NIPSCO a “Notice to Add or Delete Customers Participating in the EDR Program” signed by the Customer and ARC. The ARC shall notify NIPSCO that it has dropped a customer service agreement from its portfolio by delivering to NIPSCO a “Notice to Add or Delete Customers Participating in the EDR Program” signed by the Customer and ARC. With each submission of a “Notice to Add or Delete Customers Participating in the EDR Program,” and until such time as ARC submits such Notice for the removal of such Customer from the ARC’s representation, ARC represents and warrants that:

- a. Each Customer whom ARC represents is eligible to participate in the EDR program and has elected to participate through the ARC;
- b. The ARC has entered into the appropriate contractual or other arrangements with such customer whereby such Customer has authorized the ARC to receive payments from and to pay any fees to NIPSCO on behalf of such Customer in connection with such Customer’s participation in the program. The ARC shall make such agreements available to the Company upon request.

12. **ANNUAL TESTING:** The ARC must demonstrate load reduction capability annually as specified by NIPSCO and MISO.

13. **CONFIDENTIALITY:** The ARC shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of the ARC, without the express prior written consent of the Company. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to NIPSCO, Customer names and other information related to Customers, including energy usage data, any trade secrets, and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include (a) information known to ARC prior to obtaining the same from the Company; (b) information in the public domain at the time of disclosure by the ARC; (c) information obtained by ARC from a third party who did not receive the same, directly or indirectly, from the Company; or (d) information approved for release by express prior written consent of an authorized representative of the Company.

14. **ASSIGNMENT:** Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Party; and (b) any assignee shall expressly assume the assignor’s obligations hereunder, unless otherwise agreed to by the other Party in writing.

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15. **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; 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.

16. **DISPUTES:** 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.

17. **NOTICE:** Except as otherwise provided in this Agreement, any notice, request, consent, demand, or statement which is contemplated to be made upon either Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing and sent by certified mail with a return receipt requested or via overnight courier with tracking capability to the address set forth below:

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If notice or other transmittal (other than payment of invoices) is to Company:

Attention: _____

With a copy to:

Attention: _____

If notice or other transmittal is to ARC:

Attention: _____

With a copy to:

Attention: _____

18. **TERM OF CONTRACT AND TERMINATION:** The initial term of this Agreement will be one (1) Contract Year from the commencement of Customer participation, as defined above. This Agreement shall be renewed for up to two (2) additional one 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. If the ARC fails to comply with the provisions of the Curtailment Amount under Rider 682, the Company and the ARC will discuss methods to comply during future events. If MISO terminates the ARC's participation, the Company shall immediately terminate the ARC's participation. If there are system reliability issues created by the ARC's failure to perform the Company reserves the right to suspend participation of the ARC under this Rider for ninety (90) days or to terminate the ARC's participation. The ARC has the right to ask the Commission to review any decision made by the Company.

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19. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, ARC shall indemnify, defend and hold harmless NIPSCO and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of ARC under this Agreement, (b) any act or omission of ARC, whether based upon ARC's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to ARC's performance or nonperformance under this Agreement. Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

20. **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.

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(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.

(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

21. 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

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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.

For Customer	For Company
Printed	Printed
Date	Date

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ATTACHMENT B
Aggregator of Retail Customer
EDR Energy Service Agreement
Definitions

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 682.
Cleared Offer	An offer accepted by and called upon by MISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
Customer	An entity receiving service from the Company as further defined in the Company's Tariff.
EDR Event	When an offer is cleared by MISO and the ARC is eligible for Credits or Debits based on its compliance or non-compliance.
EDR Event Credit	Money due to the ARC for compliance in an EDR Event
EDR Event Debit	Money due from the ARC for non-compliance in an EDR Event
Energy Commitment Status	Indication from the ARC if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of energy sales, 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.

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ATTACHMENT C
ADMINISTRATIVE FEES

EDR

Annual Registration with NIPSCO \$1,000

Additional Day-Ahead Offer (Over fifteen (15) per calendar month) Entry Changes (per entry) \$100

For offers cleared by MISO: MFRR + 5% of the absolute value of the daily net MISO settlements
which in no event shall Company portion be less than zero.

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RIDER 783
ADJUSTMENT OF CHARGES FOR
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM

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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

$$\text{Adjustment Factor}_{\text{Rate}} = \text{Sum of } \left[\frac{\text{DSM}_p \times \text{Energy}_{\text{Rate}}}{\text{Energy}_p \times \text{BE}_{\text{Rate}}} \right] \quad \text{OR} \quad \left[\frac{\text{DSM}_p \times \text{Cust}_{\text{Rate}}}{\text{Cust}_p \times \text{BE}_{\text{Rate}}} \right]$$

PLUS

$$\frac{\text{Projected Lost Revenue}_p \times \text{Energy}_{\text{Rate}}}{\text{Energy}_p \times \text{BE}_{\text{Rate}}} \quad \text{OR} \quad \frac{\text{Projected Lost Revenue}_p \times \text{Cust}_{\text{Rate}}}{\text{Cust}_{\text{Rate}} \times \text{BE}_{\text{Rate}}}$$

PLUS

$$\left. \begin{array}{l} \text{Reconciled Lost Revenue}_p \\ \text{For all programs (P)} \end{array} \right\}$$

Where:

"BE_{Rate}" is the estimated jurisdictional billing kWh for each rate for the current six (6) 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 six (6) 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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