

**NORTHERN INDIANA PUBLIC SERVICE COMPANY**

**IURC ELECTRIC SERVICE TARIFF**

**ORIGINAL VOLUME NO. 10**

**SCHEDULE OF RATES APPLICABLE TO ELECTRIC SERVICE**

**IN**

**CITIES, TOWNS AND UNINCORPORATED COMMUNITIES**

**LISTED ON SHEETS NOS. 2 AND 2A**

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

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**INDEX OF CITIES, TOWNS AND UNINCORPORATED  
COMMUNITIES FURNISHED ELECTRIC SERVICE**

Adams Lake	Deep River	Hudson
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 Carla
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

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**INDEX OF CITIES, TOWNS AND UNINCORPORATED  
COMMUNITIES FURNISHED ELECTRIC SERVICE**

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

Also effective in Rural Territory furnished electric service by Company

Issued Date

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

July 16, 1987

**RATE 811  
RATE FOR ELECTRIC SERVICE  
RESIDENTIAL**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available for RESIDENTIAL SERVICE to RESIDENTIAL and FARM Customers located on the Company's distribution lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this schedule and the accompanying Rules and Regulations of this tariff.

**CHARACTER OF SERVICE**

Alternating current, sixty Hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts three-wire, as designated by the Company.

**RATE**

**Customer Charge -**

\$5.95 including the charge for 36 kilowatt hours.

**Energy Charge -**

16.522 cents per kilowatt hour for the next 14 kilowatt hours used per month

12.041 cents per kilowatt hour for the next 150 kilowatt hours used per month

9.637 cents per kilowatt hour for all over 200 kilowatt hours used per month

**ADJUSTMENT FOR CUSTOMERS WITH ELECTRIC SPACEHEATING**

The above schedule of rates will be modified for any customer who regularly uses and depends for spaceheating service primarily upon permanently installed electric spaceheating facilities as follows:

7.149 cents per kilowatt hour for all use in excess of 500 kilowatt hours during any billing period more than half of which is within any calendar month from October to April, inclusive.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this rate shall be the Customer Charge plus the Rate Adjustment and the Cost of Fuel Adjustment.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B - Sheet No. 59 for applicable Fuel Cost Charge.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 811  
RATE FOR ELECTRIC SERVICE  
RESIDENTIAL**

No. 2 of 2 Sheets

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00. The date deferred payment charges are incurred may be extended for customers who are participants in the Senior Citizen Payment Plan as specified in Rule No. 6-B of the General Rules and Regulations.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 812  
RATE FOR ELECTRIC SERVICE  
GOOD CENTS ENERGY EFFICIENT – RESIDENTIAL**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

This tariff is available for RESIDENTIAL Service to qualified Residential single-family homes and Farm Customers if single-family domestic service is separately metered. The customer's service must be located on the Company's distribution lines suitable and adequate for supplying the service requested, and must be certified by the Company to meet or exceed the Good Cents Energy Efficient Standards. Service is subject to the conditions set forth in this schedule and accompanying Rules and Regulations to this tariff.

The Customer must have a company accepted heat pump and operate that heat pump as the primary heating/cooling device for the residence. This device must be permanently installed and the customer shall utilize this device for both heating and cooling the same space.

**CHARACTER OF SERVICE**

Alternating current, sixty Hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts three-wire, as designated by the Company.

**RATE**

**Customer Charge**

\$5.95 including the charge for 36 kilowatt hours.

**Energy Charge**

16.522 cents per kilowatt hour for the next 14 kilowatt hours used per month  
12.041 cents per kilowatt hour for the next 150 kilowatt hours used per month  
9.637 cents per kilowatt hour for all over 200 kilowatt hours used per month

The above schedule of rates will be modified for any customer who is eligible for this tariff as follows:

5.500 cents per kilowatt hour for all use in excess of 700 kilowatt hours during any billing period more than half of which is within any calendar month from October to April, inclusive.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this rate shall be the Customer Charge plus the Rate Adjustment and the Cost of Fuel Adjustment.

Issued Date

April 1, 1991

Issued By

Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

March 27, 1991

**RATE 812**  
**RATE FOR ELECTRIC SERVICE**  
**GOOD CENTS ENERGY EFFICIENT – RESIDENTIAL**

No. 2 of 2 Sheets

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00. The date deferred payment charges are incurred may be extended for customers who are participants in the Senior Citizen Payment Plan as specified in Rule No. 6-B of the General Rules and Regulations.

**STANDARDS**

In order to qualify for this tariff, the Customer shall meet the following standards:

1. The installation of all energy efficiency measures that are needed to develop a 25% reduction in the estimated annual energy heating and cooling cost for residences and other applicable structures within this tariff when compared to an identified baseline. The baselines for new and existing structures are composed of building performance characteristics representing current and existing typical building practices as determined by field surveys. A new structure is defined as having physical construction started after January 1, 1991. An existing structure is defined as having physical construction started prior to January 1, 1991.
2. The Company accepted heat pump shall have the following characteristic:

A minimum Seasonal Energy Efficiency Ratio (SEER) as stated below. The Seasonal Energy Efficiency Ratio is the total cooling of a central unitary air conditioner or unitary heat pump in Btu's during its normal usage period or cooling divided by the total electric energy input in watt-hours during the same period.

<u>Dates of Installation of Heat Pump</u>	<u>Minimum SEER</u>
Prior to February 19, 1992	9.5
On or after February 19, 1992	10.0

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 813  
RATE FOR ELECTRIC SERVICE  
GOOD CENTS ENERGY EFFICIENT – MULTIPLE FAMILY HOUSING**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

This tariff is available for RESIDENTIAL Service to qualified Residential Customers living in a multi-family structure if residential service is supplied through individual unit meters of an apartment house or to a building containing two or more separate living quarters. The customer's service must be located on the Company's distribution lines suitable and adequate for supplying the service requested, and must be certified by the Company to meet or exceed the Good Cents Energy Efficient Standards. Service is subject to the conditions set forth in this schedule and accompanying Rules and Regulations to this tariff.

The Customer must have a company accepted heat pump and operate that heat pump as the primary heating/cooling device for the residence. This device must be permanently installed and the customer shall utilize this device for both heating and cooling the same space.

**CHARACTER OF SERVICE**

Alternating current, sixty Hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts three-wire, as designated by the Company.

**RATE**

**Customer Charge**

\$5.95 including the charge for 36 kilowatt hours.

**Energy Charge**

16.522 cents per kilowatt hour for the next 14 kilowatt hours used per month  
12.041 cents per kilowatt hour for the next 150 kilowatt hours used per month  
9.637 cents per kilowatt hour for all over 200 kilowatt hours used per month

The above schedule of rates will be modified for any customer who is eligible for this tariff as follows:

5.500 cents per kilowatt hour for all use in excess of 500 kilowatt hours during any billing period more than half of which is within any calendar month from October to April, inclusive.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this rate shall be the Customer Charge plus the Rate Adjustment and the Cost of Fuel Adjustment.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

Effective Date  
July 6, 2011

**RATE 813  
RATE FOR ELECTRIC SERVICE  
GOOD CENTS ENERGY EFFICIENT – MULTIPLE FAMILY HOUSING**

No. 2 of 2 Sheets

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00. The date deferred payment charges are incurred may be extended for customers who are participants in the Senior Citizen Payment Plan as specified in Rule No. 6-B of the General Rules and Regulations.

**STANDARDS**

In order to qualify for this tariff, the Customer shall meet the following standards:

1. The installation of all energy efficiency measures that are needed to develop a 25% reduction in the estimated annual energy heating and cooling cost for residences and other applicable structures within this tariff when compared to an identified baseline. The baselines for new and existing structures are composed of building performance characteristics representing current and existing typical building practices as determined by field surveys. A new structure is defined as having physical construction started after January 1, 1991. An existing structure is defined as having physical construction started prior to January 1, 1991.
2. The Company accepted heat pump shall have the following characteristic:

A minimum Seasonal Energy Efficiency Ratio (SEER) as stated below. The Seasonal Energy Efficiency Ratio is the total cooling of a central unitary air conditioner or unitary heat pump in Btu's during its normal usage period or cooling divided by the total electric energy input in watt-hours during the same period.

<u>Dates of Installation of Heat Pump</u>	<u>Minimum SEER</u>
Prior to February 19, 1992	9.5
On or after February 19, 1992	10.0

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 820**  
**RATE FOR ELECTRIC SERVICE**  
**GOOD CENTS ENERGY EFFICIENT – COMMERCIAL AND GENERAL SERVICE**

No. 1 of 3 Sheets

**TO WHOM AVAILABLE**

Available to COMMERCIAL and GENERAL Service customer who are certified by the Company to meet or exceed the Good Cents Energy Efficient Standards, who have suitable metering equipment, subject to the conditions set forth in this schedule and the accompanying Rules and Regulations of this tariff.

The customer must have a Company accepted heat pump or other electric energy efficient heating/cooling device and operate that device as the primary heating/cooling source for the structure. The device must be permanently installed and the customer shall utilize the 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. (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 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 kilowatt hours and the kilowatt 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.

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under this rate schedule and shall take service under Rated Schedule 834.

**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 required. Service under this rate schedule shall be available only at the same voltage as other electric service supplied the premises. 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 his own premises and at his own expense. (See Rule 37 of the accompanying Rules and Regulations for the Company's standard voltages.)

**RATE**

**Customer Charge**

\$5.95 per month.

**Energy Charge**

5.500 cents per kilowatt hour for all kilowatt hours used per month.

Issued Date

January 5, 1993

Issued By

Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

December 16, 1992

**RATE 820**  
**RATE FOR ELECTRIC SERVICE**  
**GOOD CENTS ENERGY EFFICIENT – COMMERCIAL AND GENERAL SERVICE**

No. 2 of 3 Sheets

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this rate shall be the Customer Charge plus the Rate Adjustment and the Cost of Fuel Adjustment.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**STANDARDS**

In order to qualify for this tariff, the customer shall meet the following standards:

1. The installation of all energy efficiency measures that are needed to develop a 20% reduction in the estimated annual energy heating and cooling cost for all applicable structures within this tariff when compared to an identified baseline. The primary heat source for the structure must be electric. The baselines for new and existing structures are composed of building performance characteristics representing current and existing typical building practices as determined by field surveys. A new structure is defined as having physical construction started after January 1, 1991. An existing structure is defined as having physical construction started prior to January 1, 1991.
2. The Company accepted heat pump shall have the following characteristic:
  - A. A minimum Energy Efficiency Ratio (EER) as stated below. The Energy Efficiency Ratio is calculated by dividing the cooling capacity in Btu's per hour (Btuh) by the power input in watts at any given set of rating conditions, expressed in Btuh per watt (Btuh/watt).

Effective Date  
July 6, 2011

**RATE 820**  
**RATE FOR ELECTRIC SERVICE**  
**GOOD CENTS ENERGY EFFICIENT – COMMERCIAL AND GENERAL SERVICE**

No. 3 of 3 Sheets

**STANDARDS (Continued)**

<u>Dates of Installation of Heat Pump</u>	<u>Minimum SEER</u>
Prior to February 19, 1992	8.2
On or after February 19, 1992	8.5

- B. A minimum Seasonal Energy Efficiency Ratio (SEER) as stated below. The Seasonal Energy Efficiency Ratio is the total cooling of a central unitary air conditioner or unitary heat pump in Btu's during its normal usage period for cooling divided by the total electric energy input in watt-hours during the same period.

<u>Dates of Installation of Heat Pump</u>	<u>Minimum SEER</u>
Prior to December 16, 1992	9.5
On and after December 16, 1992	10.0

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 821  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE - SMALL**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available to GENERAL service customers for electric service who are located on the Company's distribution lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this schedule and the accompanying Rules and Regulations of this tariff.

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under this rate schedule and shall take service under Rate Schedule 834.

**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 as it has in the location where service is required. (See Rule 37 of the accompanying Rules and Regulations for the Company's standard voltages.)

With the exception of customers served under this rate schedule prior to the effective date, the Company shall not supply transmission voltage service under this rate schedule.

**RATE**

**Customer Charge**

\$5.95 including the charge for 36 kilowatt hours.

**Energy Charge**

16.497 cents per kilowatt hour for the next	64 kilowatt hours used per month
13.361 cents per kilowatt hour for the next	400 kilowatt hours used per month
11.999 cents per kilowatt hour for the next	2,500 kilowatt hours used per month
9.993 cents per kilowatt hour for all over	3,000 kilowatt hours used per month

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MINIMUM MONTHLY PAYMENT**

The Customer's Minimum Payment under this rate shall be the Customer Charge plus the Rate Adjustment and the Cost of Fuel Adjustment; except that for three-phase service, the minimum charge shall be \$30.64 per month.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 821  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE - SMALL**

No. 2 of 2 Sheets

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 822  
RATE FOR ELECTRIC SERVICE  
COMMERCIAL SPACEHEATING**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available to COMMERCIAL customers for ELECTRIC SPACEHEATING who have arranged the wiring for permanently installed spaceheating equipment to permit measurement of the energy use of such equipment by suitable metering equipment, subject to the conditions set forth in this schedule and the accompanying Rules and Regulations of this tariff.

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. (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.

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under the rate schedule and shall take service under Rate Schedule 834.

**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 required. Service under this rate schedule shall be available only at the same voltage as other electric service supplied the premises. 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 his own premises and at his own expense. (See Rule 37 of the accompanying Rules and Regulations for the Company's standard voltages.)

**RATE**

**Customer Charge**

\$5.95 including the charge for 36 kilowatt hours.

**Energy Charge**

7.578 cents per kilowatt hour for the next 1,964 kilowatt hours used per month  
7.038 cents per kilowatt hour for the next 2,000 kilowatt hours used per month

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 822  
RATE FOR ELECTRIC SERVICE  
COMMERCIAL SPACEHEATING**

No. 2 of 2 Sheets

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this rate shall be the Customer Charge plus the Rate Adjustment and the Cost of Fuel Adjustment.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 823  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

No. 1 of 3 Sheets

**TO WHOM AVAILABLE**

Available to GENERAL service customers for electric service who are located on the Company's distribution lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this schedule and the accompanying Rules and Regulations of this tariff.

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under this rate schedule and shall take service under Rate Schedule 834.

**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 required. (See Rule 37 of the accompanying Rules and Regulations for the Company's standard voltages.)

When the customer under this schedule elects to take service through separate meters the readings of such meters will not be combined, but will be computed separately under this schedule for each meter supplied.

When the customer desires combined metering, the customer shall provide upon his own premises and at his own expense the proper insulating transformers, regulators, and other equipment necessary to split the service. Load shall be balanced 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 ensure that such service metered is exclusively thermal storage use.

With the exception of customers served under this rate schedule prior to the effective date, the Company shall not supply transmission voltage service under this rate schedule.

**RATE**

The electric service and energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Payment plus an Energy Payment. Said rate is as follows:

**Demand Payment**

\$206.15 for the first 10 kilowatts or less of Maximum Demand per month

\$7.59 per kilowatt per month for all over 10 kilowatts of Maximum Demand per month

**Energy Payment**

6.206 cents per kilowatt hour for all kilowatt hours used per month

Issued Date

June 20, 1994

Issued By

Gary L. Neale

Chairman, President and Chief Executive Officer  
Hammond, Indiana

Effective Date

June 8, 1994

**RATE 823  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

No. 2 of 3 Sheets

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MONTHLY MINIMUM PAYMENT**

The Customer's Monthly Minimum Payment under this rate shall be equivalent to the Monthly Demand Payment applicable to 80% of the highest Billing Demand of the previous twelve months, provided however, that in no case shall the Monthly Demand Payment be less than \$206.15.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED**

The electric service to be supplied under this rate shall be measured as to Maximum Demand and Energy Consumption by suitable meters to be installed by the Company.

**DETERMINATION OF MAXIMUM DEMAND**

Customer's maximum demand in any month shall be determined by maximum demand instruments. The maximum demand of electric energy supplied in any month shall be taken as the highest average load in kilowatts occurring during any 30 consecutive minutes of the month; provided, however, that if such load shall be less than 50% of the maximum momentary demand in kilowatts, then the maximum demand shall be taken at 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 period or 50% of the maximum demand occurring during the Off-Peak period.

Effective Date  
July 6, 2011

**RATE 823  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

No. 3 of 3 Sheets

**PRIMARY METERING CORRECTION**

If, at the Company's option and in its sole discretion, the service is metered at the Company's primary supply line voltage, 3% of the kilowatt hours so metered will be deducted before computing the Energy Payment.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**THERMAL STORAGE USE**

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

For Customers utilizing thermal storage, the total kilowatt hours billed hereunder will be reduced by the Off-Peak kilowatt hour 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 4.400 cents per kilowatt hour for all Off-Peak thermal storage kilowatt hours used per month. Off-Peak hours of service applicable to thermal storage use are those commencing at 9:00 p.m. Central Standard Time (C.S.T.) and ending at 9:00 a.m. Central Standard Time (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.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 824  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE – LARGE USE**

No. 1 of 7 Sheets

**TO WHOM AVAILABLE**

Available to GENERAL Service Customers for electric service who are located on the Company's electric supply lines suitable and adequate for supplying the service requested.

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under this rate schedule and shall take service under Rate Schedule 834.

**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 standard secondary voltage, or the available primary or transmission voltage at the location where service is required. (See Rule 37 of the accompanying Rules and Regulations 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 any protecting, switching, relaying, or metering 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 Company shall not supply demands in excess of 25,000 kilowatts under this schedule.

**RATE**

The electric service and energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Payment plus an Energy Payment. Subject to the adjustments herein provided, said rate is as follows:

**Demand Payment**

\$822.84 per month for the first 50 kilowatts or less of Billing Demand per month  
\$9.87 per kilowatt per month for the next 1,950 kilowatts of Billing Demand per month  
\$9.35 per kilowatt per month for all over 2,000 kilowatts of Billing Demand per month

**Energy Payment**

6.295 cents per kilowatt hour for the first	30,000 kilowatt hours used per month
5.528 cents per kilowatt hour for the next	70,000 kilowatt hours used per month
5.173 cents per kilowatt hour for the next	900,000 kilowatt hours used per month
4.811 cents per kilowatt hour for all over	1,000,000 kilowatt hours used per month

Issued Date

June 20, 1994

Issued By

Gary L. Neale  
Chairman, President and Chief Executive Officer  
Hammond, Indiana

Effective Date

June 8, 1994

**RATE 824**  
**RATE FOR ELECTRIC SERVICE**  
**GENERAL SERVICE – LARGE USE**

No. 2 of 7 Sheets

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**DEDUCTIONS**

1. **Deduction for Primary Service:** If the service is taken by the Customer at his property line and at the Company's primary supply line voltage of 11,500 volts or 12,500 volts, the customer supplying and maintaining all high tension and transforming equipment installed on his premises, \$0.65 per kilowatt of monthly billing demand will be deducted from the monthly Demand Payment.
2. **Deduction For Transmission Service:** If the service is taken by the Customer at his property line and at the Company's transmission supply line voltage of 34,500 volts or above, the Customer supplying and maintaining all high tension and transforming equipment installed on his premises, \$0.81 per kilowatt of monthly billing demand will be deducted from the monthly Demand Payment.
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 supply line voltage, three percent (3%) of the kilowatt hours so metered will be deducted before computing the Energy Payment.

**MONTHLY MINIMUM PAYMENT**

The Customer's Monthly Minimum Payment under this rate shall be equivalent to the Monthly Demand Payment applicable to 80% of the highest Billing Demand of the previous twelve months, provided however, that in no case shall the Monthly Demand Payment be less than \$822.84 and provided further that in the case of any Customer requiring capacity of 3,000 kilowatts or more, in consideration of the obligation of the Company to provide the necessary capacity to supply such Customer, the Customer's Monthly Minimum Payment shall be the amount determined by applying a rate of \$9.21 per kilowatt to the Customer's estimated requirements as stated in the contract.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

Effective Date  
July 6, 2011

**RATE 824**  
**RATE FOR ELECTRIC SERVICE**  
**GENERAL SERVICE – LARGE USE**

No. 3 of 7 Sheets

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED**

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

**DETERMINATION OF MAXIMUM DEMAND**

Customer's maximum demand in any month shall be determined by maximum demand instruments. The maximum demand of electric energy supplied in any month shall be taken as the highest average load in kilowatts occurring during any 30 consecutive minutes of the month; provided, however, that if such load shall be less than 50% of the maximum momentary demand in kilowatts, then the maximum demand shall be taken at 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 period or 50% of the maximum demand occurring during the Off-Peak period.

**ALTERNATE DETERMINATION OF MAXIMUM DEMAND FOR CUSTOMERS WHOSE 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 kilowatts for each half-hour interval shall be two times the number of kilowatt hours 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 period or 50% of the maximum demand occurring during the Off-Peak period.

Effective Date  
July 6, 2011

**RATE 824  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE – LARGE USE**

No. 4 of 7 Sheets

**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 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 80% lagging to 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 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 is below 80% lagging; (3) If the Average Power Factor for the month is more than 90% lagging, then 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 is above 90% lagging. The minimum Billing Demand under this schedule shall be 50 kilowatts.

**DETERMINATION OF AVERAGE POWER FACTOR**

The Average Power Factor for the month shall be determined by computation from the registration of a watthour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watthour meter by the square root of the sum of the square of the registration of the watthour 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 month period under this rate, and for customers requiring less than 300 kilowatts 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 80% lagging to 90% lagging.

**THERMAL STORAGE USE**

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

For Customers utilizing thermal storage, the total kilowatt hours billed hereunder will be reduced by the Off-Peak kilowatt hour 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 4.400 cents per kilowatt hour for all Off-Peak thermal storage kilowatt hours used per month. Off-Peak hours of service applicable to thermal storage use are those commencing at 9:00 p.m. Central Standard Time (C.S.T.) and ending at 9:00 a.m. Central Standard Time (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.

Issued Date

June 20, 1994

Issued By

Gary L. Neale  
Chairman, President and Chief Executive Officer  
Hammond, Indiana

Effective Date

June 8, 1994

**RATE 824  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE – LARGE USE**

No. 5 of 7 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Any Customer requesting service under this rate shall enter into a written contract for an initial period of not less than one year, provided, however, that any Customer requiring capacity of 3,000 kilowatts or more, shall enter into a written contract for an initial term of not less than five years, and such contract shall continue from year to year thereafter unless cancelled by either party giving to the other 60 days' prior written notice of the termination of such contract at the end of the initial period or any yearly period thereafter.

In such contract it shall 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 electrical capacity to be supplied, voltage to be supplied, and facilities to be provided by each party.

**2. Interruption or Curtailment of Service**

The Demand Charges will not be reduced for any billing month because of any interruption, suspension, reduction or curtailment of the delivery of electric energy, except in the event it shall be due to, occasioned by, or in consequence of, a strike or strikes of employees or workmen of the Company, differences between the Company and its employees or workmen, inability of the Company to secure cars, coal, fuel or other material, supplies or equipment, breakage or failure of the Company's machinery, generating equipment, electrical lines or equipment, federal, state or other governmental laws, orders, decrees, restraints or regulations, when, in any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

- (a) With respect to reductions or curtailments of the delivery of electric energy below the Billing Demand established during the immediately preceding billing month, in the proportion that the reduction or curtailment in kilowatts multiplied by the number of hours such reduction or curtailment was in force, bears to the Billing Demand established during the immediately preceding billing month multiplied by the number of hours in the billing month, but excluding reductions or curtailments during such month not aggregating more than eight (8) hours in length; and
- (b) With respect to interruptions and suspensions of the delivery of electric energy, in the proportion that the length of time of all such service interruptions and suspensions during the billing month bears to the total number of hours in the billing month, but excluding interruptions during such month not aggregating more than eight (8) hours in length, and also excluding scheduled interruptions.

The Company reserves the right to interrupt 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

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Gary L. Neale

Chairman, President and Chief Executive Officer  
Hammond, Indiana

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**RATE 824  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE – LARGE USE**

No. 6 of 7 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**2. Interruption or Curtailment of Service (Continued)**

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 forty-eight (48) hours' notification previous to the hour of cut-off is given the Customer of Such intention, such interruptions being scheduled interruptions referred to above.

**3. Additional Load**

The Customer shall notify the Company in writing of any substantial additions to or alterations in the equipment to be supplied with electric energy by the Company and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**4. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**5. Rules and Regulations**

The Company's General Rules and Regulations applicable to Electric Service are applicable to service supplied hereunder.

**6. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

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Gary L. Neale

Chairman, President and Chief Executive Officer  
Hammond, Indiana

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**RATE 824  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE – LARGE USE**

No. 7 of 7 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**6. Force Majeure (Continued)**

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service, except as provided in Section 2 above.

**7. Default Schedule**

Notwithstanding the conditions of service under this schedule, in the absence of a contract between Customer and Company, the rates and charges under this schedule will be applicable to any Large Use General Service or Industrial Customer requiring service from the Company.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

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August 7, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

August 7, 2002

**RATE 825  
RATE FOR ELECTRIC SERVICE  
METAL MELTING SERVICE**

No. 1 of 6 Sheets

**TO WHOM AVAILABLE**

This is an experimental rate for customers who have substantial requirement for electric metal melting and/or holding. Total capacity to be made available under this rate is limited to 100 Megawatts. Rate is available to industrial Customers with electric metal melting and/or holding located adjacent to existing electric facilities adequate to meet the Customer's requirements.

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

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under this rate schedule and shall take service under Rate Schedule 834.

**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 standard secondary voltage of 480 volts or above or the available primary or transmission voltage at the location where service is required. (See Rule 37 of the accompanying Rules and Regulations 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 any protecting, switching, relaying, or metering equipment that may be supplied by the Company.

**HOURS OF SERVICE**

Off-Peak hours of service are those commencing at 9:00 p.m. Central Standard Time (C.S.T.) and ending at 10:00 a.m., Central Standard Time (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. The Company may by written notice, at its option, make available from time to time additional Off-Peak hours of service which would immediately follow and/or precede those enumerated above if conditions on the Company's system so warrant. The additional Off-Peak hours of service may be reduced or withdrawn in their entirety upon notice by the Company to be given not less than four (4) hours before the start of any Off-Peak period.

On-Peak hours are all other hours.

The Company reserves the right to curtail or interrupt during Off-Peak periods that portion of the Customer's service which is in excess of the highest Maximum On-Peak Demand established in the preceding eleven (11) months as hereinafter provided.

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Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

May 23, 1988

May 18, 1988

**RATE 825**  
**RATE FOR ELECTRIC SERVICE**  
**METAL MELTING SERVICE**

No. 2 of 6 Sheets

**RATE**

The electric service and energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Payment plus an Energy Payment. Subject to the adjustments herein provided, said rate is as follows:

**Demand Payment**

\$9,571.77 per month for the first 500 kilowatts or less of Billing Demand per month.  
\$18.14 per kilowatt per month for all over 500 kilowatts of Billing Demand per month.

**Energy Payment**

2.975 cents per kilowatt hour for all kilowatt hours used per month.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEDUCTIONS**

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 kilowatt hours metered will be reduced by one percent (1%) before computing the Energy Payment, and the maximum demand in each period will be reduced by one percent (1%) before the Billing Demand is determined.

2. **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 payment will be reduced by \$0.81 per kilowatt of monthly Billing Demand.

Issued Date

Issued By

Effective Date

Daniel D. Gavito

Vice President, Regulatory and Governmental Policy - Indiana  
Merrillville, Indiana

November 26, 2002

November 26, 2002

**RATE 825  
RATE FOR ELECTRIC SERVICE  
METAL MELTING SERVICE**

No. 3 of 6 Sheets

**MONTHLY MINIMUM PAYMENT**

The Customer's Monthly Minimum Payment under this rate shall be the sum of the Demand Payment plus the Energy Payment, subject to the adjustments herein provided; however, in no case shall the Monthly Demand Payment be less than \$9,571.77.

**NOTIFICATION OF CURTAILMENT**

The Company shall provide twenty-four (24) hours of advance notice before curtailing or interrupting service during Off-Peak period.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED**

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

**DETERMINATION OF MAXIMUM DEMAND**

The Customer's Maximum Demand in any month shall be determined by suitable maximum demand instruments. 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 demands:

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

**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 kilowatts, and the lagging reactive kilovolt-amperes supplied during the same half-hour interval in which said demands occur.

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Chairman and President  
Hammond, Indiana

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**RATE 825  
RATE FOR ELECTRIC SERVICE  
METAL MELTING SERVICE**

No. 4 of 6 Sheets

**POWER FACTOR CORRECTION**

For Power Factors of less than 95% lagging, the applicable demand shall be corrected by multiplying said demand by .95 and dividing 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 95% lagging, then no Power Factor Correction is made.

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts under this rate schedule shall be made for a term to be agreed upon between the Company and the Customer considering the amount of the electrical load, the location of the electrical load, and the facilities to be furnished by the Company to serve the electrical load.

In such contract it shall 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, the electrical capacity to be supplied, voltage to be supplied, and facilities to be provided by each party.

**2. Metering**

The electric energy to be used under the terms of this schedule 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 premises. 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 premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

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 percent (1 %) 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 forty-five (45) days,

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Chairman and President  
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**RATE 825  
RATE FOR ELECTRIC SERVICE  
METAL MELTING SERVICE**

No. 5 of 6 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**2. Metering (continued)**

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 preceding 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.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency.

**3. Additional Load**

The Customer shall notify the Company in writing of any substantial additions to or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**4. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**5. Curtailments for Emergency Repairs or Line Extensions**

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided forty-eight (48) hours' notification previous to the hour of cut-off is given the Customer of such intention.

**6. Rules and Regulations**

The Company's General Rules and Regulations applicable to Electric Service are applicable to service hereunder.

**7. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension,

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Chairman and President  
Hammond, Indiana

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**RATE 825  
RATE FOR ELECTRIC SERVICE  
METAL MELTING SERVICE**

No. 6 of 6 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**7. Force Majeure (continued)**

reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

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Hammond, Indiana

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**RATE 826  
RATE FOR ELECTRIC SERVICE  
OFF-PEAK SERVICE**

No. 1 of 6 Sheets

**TO WHOM AVAILABLE**

This is an experimental rate available to COMMERCIAL and INDUSTRIAL Customers for LIGHT and POWER service who are located on the Company's electric supply lines suitable and adequate for supplying the service requested.

A Customer requesting service hereunder is required to contract for a specific amount of electrical capacity which shall be not less than 200 kilowatts. The Company shall not supply demand in excess of 15,000 kilowatts under this schedule. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

Customers with small power production facilities and/or peak shaving generation equipment are prohibited from taking service under this rate schedule and shall take service under Rate Schedule 834.

**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 required. (See Rule 37 of the accompanying Rules and Regulations 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 any protecting, switching, relaying, or metering equipment that may be supplied by the Company.

**HOURS OF SERVICE**

Off-Peak hours of service are those commencing at 9:00 p.m. Central Standard Time (C.S.T.) and ending at 9:00 a.m., Central Standard Time (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.

**RATE**

The electric service and energy supplied hereunder shall be billed under a two-part rate consisting of a Demand Payment plus an Energy Payment. Subject to the adjustments herein provided, said rate is as follows:

**Demand Payment**

- \$4,533.99 per month for the first 200 kilowatts or less of Billing Demand per month.
- \$21.66 per kilowatt per month for the next 500 kilowatts of Billing Demand per month.
- \$20.65 per kilowatt per month for the next 1,300 kilowatts of Billing Demand per month.
- \$20.16 per kilowatt per month for the next 2,000 kilowatts of Billing Demand per month.

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Chairman and President  
Hammond, Indiana

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**RATE 826  
RATE FOR ELECTRIC SERVICE  
OFF-PEAK SERVICE**

No. 2 of 6 Sheets

**RATE (continued)**

**Energy Payment**

2.975 cents per kilowatt hour for all kilowatt hours used per month.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEDUCTIONS**

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 kilowatt hours metered will be reduced by one percent (1%) before computing the Energy Payment, and the maximum demand in each 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 payment will be reduced by \$0.65 per kilowatt of monthly Billing Demand.
3. **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 payment will be reduced by \$0.81 per kilowatt of monthly Billing Demand.

Effective Date  
July 6, 2011

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OFF-PEAK SERVICE**

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**MONTHLY MINIMUM PAYMENT**

The Customer's Monthly Minimum Payment under this rate shall be the sum of the Demand Payment plus the Energy Payment, subject to the adjustments herein provided; however, in no case shall the Monthly Demand Payment be less than \$4,533.99.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED**

The electric service to be supplied under this rate shall be measured as to Maximum Demand, Energy Consumption and Reactive Kilovolt-Amperes by suitable metering equipment to be installed by the Company.

**DETERMINATION OF MAXIMUM DEMAND**

The Customer's Maximum Demand in any month shall be determined by suitable maximum demand instruments. 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 demands:

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

**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 kilowatts, and the lagging reactive kilovolt-amperes supplied during the same half-hour interval in which said demands occur.

**POWER FACTOR CORRECTION**

For Power Factors of less than 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 95% lagging, then no Power Factor Correction is made.

Effective Date  
July 6, 2011

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**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts under this rate schedule shall be made for a term to be agreed upon between the Company and the Customer considering the amount of the electrical load, the location of the electrical load, and the facilities to be furnished by the Company to serve the electrical load.

In such contract it shall 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, the electrical capacity to be supplied, voltage to be supplied, and facilities to be provided by each party.

**2. Metering**

The electric energy to be used under the terms of this schedule 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 premises. 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 premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

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 percent (1 %) 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 forty-five (45) days, 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 preceding 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.

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**2. Metering (continued)**

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency.

**3. Additional Load**

The Customer shall notify the Company in writing of any substantial additions to or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**4. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**5. Curtailments for Emergency Repairs or Line Extensions**

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided forty-eight (48) hours' notification previous to the hour of cut-off is given the Customer of such intention.

**6. Rules and Regulations**

The Company's General Rules and Regulations applicable to Electric Service are applicable to service hereunder.

**7. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**7. Force Majeure (continued)**

other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Monthly Minimum Payments occurring during such interruption or suspension of service.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC 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 3,000 kilowatts. 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 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 required.

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 premises 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, relaying equipment that may be supplied by the Company.

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.

**RATE**

Rates charged for service rendered under this 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 Payment. Subject to the adjustments herein provided, said rate is as follows:

**Demand Charge**

\$15.78	per month per kilowatt for the first	50,000 kilowatts of Billing Demand
\$14.11	per month per kilowatt for all over	50,000 kilowatts of Billing Demand

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**RATE**

**Optional Demand Charge**

If the Customer does not have electric generating equipment, other than minor standby equipment for emergency use as approved by the Company, the Customer may elect the following optional demand charge.

- \$14.52 per month per kilowatt for the first 50,000 kilowatts of Billing Demand
- \$14.11 per month per kilowatt for all over 50,000 kilowatts of Billing Demand

The Customer may elect the optional demand charge by giving the Company not less than 30 days' prior written notice of its election setting forth in such notice the date on which they desire the optional demand charge to become effective. Once elected the optional demand charge shall continue for a period of not less than 36 months.

**Energy Payment**

- 37.073 mills per kilowatt hour for energy used per month for the first 660 hours of the Billing Demand for the month.
- 34.821 mills per kilowatt hour for energy used per month in excess of 660 hours of the billing Demand for the month.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**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 kilowatts for each half-hour interval shall be two times the number of kilowatt hours recorded during each such half-hour interval. The phrase "half-hour interval" shall mean 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 except during the Termination Period shall be the greatest of the following demands:

- (1) Seventy five percent (75%) of the greatest obligation to serve for the month.
- (2) The maximum half-hour demand registered for the month during the Peak Period.
- (3) The largest of the number of kilowatts determined by subtracting from the demand for each half-hour interval of the Off-Peak Period of the month the Surplus Capacity allotted for such half-hour interval.
- (4) 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 the Company's obligation to serve in the month of the highest Billing Demand before multiplying by seventy five percent (75%).

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**DETERMINATION OF DEMAND CHARGE – TEMPORARY PERIOD**

If the Customer, due to abnormal conditions such as breakdown of equipment or emergencies, desires to take from the Company for one or more temporary periods, capacity in excess of its normal requirements or in excess of the Company's obligation to serve and requests, in writing, an amount of capacity in excess of its normal requirements and the number of consecutive days said capacity will be needed, then the Company may by written notice elect the amount of capacity in excess of the Customer's normal requirements it is willing to accept as load on its system and the days said capacity will be available to the customer. Such additional capacity allotted the Customer hereunder shall not increase the Company's obligation over that specified in the contract between the Customer and the Company, and shall not relieve the Customer of the Excess Demand provisions of this rate.

The Demand Charge of the Customer for any month in which one or more Temporary Periods have been established shall be the lower of:

- (1) The Demand Charge determined as though no Temporary Period had been established, or
- (2) A two part Demand Charge consisting of (a) and (b) below, which shall be added.
  - (a) The higher of the following charges:
    - (i) The product of the applicable Demand Charge times the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the billing month, not included in the Temporary Period, or
    - (ii) The product of the applicable Demand Charge times the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the billing month included in the Temporary Period less the number of kilowatts allotted for the Temporary Period.
  - (b) A charge of \$0.58 per kilowatt multiplied by the number of calendar days in the Temporary Period so specified in the Company's notice, applicable to the lesser of the following number of kilowatts.
    - (i) The number of kilowatts allotted for the Temporary Period.
    - (ii) The number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the month included in the Temporary Period that exceeds the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the month not included in the Temporary Period.

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**DETERMINATION OF DEMAND CHARGE – TEMPORARY PERIOD (continued)**

If the capacity allotted plus the usual requirements of the Customer is in excess of the Company's obligation and the Customer request in its said notice that the Company establish for the Temporary Period a lower percentage figure than the "Seventy Five Percent (75%)" amount as is stated in sub-paragraph (4) under Determination of Billing Demand, the Company may, by its written notice, elect to change the said "Seventy Five Percent (75%)" to a percentage figure equal to the said "Seventy Five Percent (75%)" times the ratio of the Company's maximum obligation to serve, to the total capacity that the Company may elect to accept as load on its system during such Temporary Period, and the Company shall state in such notice the lower amount (percentage) it so elects and the Temporary Period during which said lower amount shall be applicable.

Upon the expiration of the Temporary Period so stated in such notice given by the Company to the Customer, the Billing Demand provisions shall be restored applicable to succeeding periods, unmodified.

**DETERMINATION OF LAGGING REACTIVE KILOVOLT AMPERES**

The Customer's requirements in Lagging Reactive Kilovolt Amperes 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 Reactive Kilovolt Amperes, if any.

**ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES**

The number of Reactive Kilovolt Amperes shall be computed each month for a Power Factor of 85% lagging using as the basis of said computation the Customer's maximum kilowatt demand for the month during the Peak Period hours thereof.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is greater than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 times said difference shall be added to the Customer's bill.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is less than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 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 Reactive Kilovolt Amperes so that, as related to the Maximum Off-Peak Period Kilowatt Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes and the Maximum Peak Period Kilowatt Demand; except that if such Maximum Off-Peak Period Kilowatt Demand is less than the Maximum Peak Period Kilowatt Demand, the Customer's Maximum Off-Peak Period Requirement in Lagging Reactive Kilovolt Amperes may equal the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes.

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**ADJUSTMENT FOR CUSTOMER'S DEMAND AT THE TIME OF THE COMPANY'S SYSTEM MAXIMUM**

If the Customer is not being billed under the Optional Demand Charge the following adjustment will be made for the Customer's demand at the time of the Company's System Maximum provided such System Maximum occurs during a Peak Period.

For the purpose of adjusting for the Customer's diminished requirements, if any, at the time of a Company's System Maximum (as such may occur after the commencement of service) hereinafter defined, as compared with the Customer's loads at other times, the Customer's "Demand Diversity Kilowatts" shall be determined and adjustment made therefor in the billing to the Customer as provided in this section but neither such determination nor such adjustment shall be made unless the Company's System Maximum occurs during a Peak Period.

Demand Diversity Kilowatts shall be determined as follows:

If the Customer's demand at the time of the most recent Company's System Maximum is less than the average of the half-hour kilowatt demands of the Customer (including the demands of the current monthly billing period) during the Peak-Period hours of the shorter of either (i) the twelve month period immediately preceding such System Maximum, or (ii) the period from the Commencement of service to such System Maximum, multiplied by 1.2.

The actual half-hour kilowatt demands of the Customer shall be subject to adjustment if the Company's obligation to serve is increased or decreased. Such actual demands shall be adjusted by a ratio of the Company's obligation to serve for the month in which the said System Maximum occurs to the Company's obligation to serve at the time of each half-hour kilowatt demand before said average of the half-hour kilowatt demands of the Customer is determined.

Then the Demand Diversity Kilowatts shall be the difference between the Customer's Demand at the time of the Company's System Maximum and the demand as determined above.

Demand Diversity Kilowatts so determined shall be applicable to each monthly billing period thereafter until there subsequently occurs a new Company's System Maximum, for which said Demand Diversity Kilowatts for such month in which a new Company's System Maximum occurs shall be determined, such determination shall be applicable to such month in which said new Company's System Maximum occurs and to each monthly period thereafter until there subsequently occurs a new Company's System Maximum and such method shall be repeated and continued throughout the term of the contract. For each month to which Demand Diversity Kilowatts are applicable, the Customer shall receive as a credit in the immediately following month, a sum equal to the applicable number of Demand Diversity Kilowatts at the following rate.

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**ADJUSTMENT FOR CUSTOMER'S DEMAND AT THE TIME OF THE COMPANY'S SYSTEM  
MAXIMUM (continued)**

**Demand Diversity Kilowatt Credit**

\$4.86 per month per Demand Diversity kilowatt applicable to the month.

Each time the Company's obligation to serve is increased or decreased, the Demand Diversity Kilowatts in effect immediately prior to such increase or decrease shall be multiplied by the ratio of the Company's obligation to serve, after such increase or decrease, to the Company's obligation to serve immediately prior to such change, to establish the Demand Diversity Kilowatts applicable to the month in which such change occurs, and applicable thereafter until there occurs a new Company's System Maximum.

If at the end of any 36 month period immediately preceding a monthly billing period, a new and later Company's System Maximum in such preceding 36 months has not occurred, the credit for the 37<sup>th</sup> and subsequent months, and until a succeeding Company's System Maximum has again occurred, shall be at the applicable rate specified above reduced by fifty (50) percent.

**Customer Load Information**

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. Such statement shall include the estimated demand in the Company's System Maximum, the estimated demand in the Peak Period and the estimated kilowatt hour requirements of the Customer.

The Customer shall include with each such annual statement, and more often if changes occur, the plans of the Customer to increase or decrease its electrical generating or conversion equipment, or any major change by the Customer which will affect the Customer's load or load factor on the Company. The Customer shall also advise the Company when it plans to order such equipment, the estimated date construction shall begin, and the estimated date the equipment will be in service.

The Customer shall advise the Company in writing, of any change in the operation of its generating and conversion equipment which will affect the Customer's load on the Company as such changes occur.

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**ADJUSTMENT FOR CUSTOMER'S DEMAND AT THE TIME OF THE COMPANY'S SYSTEM  
MAXIMUM (continued)**

**Customer Load Information (continued)**

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.

**Company System Load Information**

The Company shall cooperate with the Customer by furnishing, from time to time, the system total demand as it is normally available to enable the Customer to plan its operation. Data regarding the flow of energy at various major points in the Company's System is transmitted by microwave, wire, or other means, and is totaled by computer at the system dispatching office (SDO). The Company agrees to make available an output from the SDO computer which will provide the computer derived system total demand to a communication circuit provided by the Customer at the Company's SDO computer.

The transmission of data on system total demand from the SDO computer to the Customer shall be done at the Customer's sole risk and expense. The Company will assume no responsibility for errors of transmission or interference therewith.

In the event the Company adds, changes, relocates or modifies its metering, telemetering equipment, telemetering circuits, or SDO computer, and such additions, changes, relocations or modifications in any way affect the metering, signal equipment or the signal circuits located on the Customer's premises or the signal circuits between the SDO computer and the Customer's premises, such necessary changes shall be made by the Customer at its expense and coordinated with the Company's changes if the Customer desires to continue the receipt of the System total demand signal.

**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 the number of kilowatts 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 Period.

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**SURPLUS CAPACITY (continued)**

1. The Off-Peak Period shall be as follows:  
The Company will by written notice select the periods of time to be included in the Off-Peak Period, which periods of time 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 time be less than six (6) consecutive hours in duration.
2. The quantity of Surplus Capacity available to the Customer shall be allotted as follows:  
The quantity of Surplus Capacity allotted to the Customer by the Company and the hours to be included in the Off-Peak Period will be 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 calendar months. The Company may, from time to time, upon not less than 4 hours' notice reduce or withdraw in entirety, the quantity of Surplus Capacity allotted in the Off-Peak Period of any day or days.
3. The "Peak Period" shall mean all time not included in the Off-Peak Period.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

Effective Date  
July 6, 2011

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**ADJUSTMENT FOR LOAD FACTOR**

If the Customer elects and is being billed under the Optional Demand Charge the following adjustment for load factor shall apply.

If the energy in kilowatt hours for any month is less than the product of 365 multiplied by the number of kilowatts constituting the Billing Demand for that month, then there shall be added to the Energy Payment one mill per kilowatt hour for such deficiency in kilowatt hours.

**ADJUSTMENT FOR TAXES**

The Customer shall be billed for any increase or decrease in the Indiana Gross Income Tax from the base of 1.15% which applies to the net bill.

When the Indiana Supplemental Corporate Income Tax Rate is increased or decreased from the present base of 4%, the kilowatt demand charge shall be likewise increased or decreased by 1 cent per kilowatt for each ½% change in the tax rate.

**COMPANY SYSTEM MAXIMUM**

The hourly system total demand during a peak period that exceeds the most recent Company System Maximum by at least 10,000 KW, and excluding interruptible demand being served is defined as the Company System Maximum.

The system total demand will be communicated to the Customer; however, if at the time of a potential new Company System Maximum, no data is available, a Company System Maximum may be established and confirmed by the Company using the best alternate data.

The above provisions that would establish a new Company System Maximum are suspended indefinitely.

If the Customer exceeds at any time the demand that the Company is obligated to serve and such excess demand is taken during the time of the Company's System Maximum, the Customer shall in addition to the Demand Charge specified on sheet 1 or 2 of this rate schedule, pay in each subsequent month for the amount of kilowatts that the excess demand contributes to the Company's System Maximum, at the rate of \$8.26 per kilowatt applicable hereunder to each respective billing month, and such payment shall continue until a new System Maximum is established, and if at the time such new System Maximum is established the Customer's demand again exceeds the Company's obligation to serve, the Customer shall thereafter pay on such latest excess, until a new System Maximum is established, and during which new System Maximum the Customer has not taken a demand in excess of the Company's obligation to serve. Obligations to make payments hereunder shall continue after the termination date of any contract for service but not longer than five years thereafter.

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts under this rate schedule shall be made for a term of years to be agreed upon between the Company and the Customer taking into consideration the size of the load, the location of the load, and the amount of facilities to be furnished by the Company in serving the load.

In such contract it shall 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 electrical capacity to be supplied, voltage to be supplied, facilities to be provided by each party

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**1. Contract (continued)**

and provisions for a termination period of a definite number of years. The termination period shall be the number of years agreed upon by the Company and the Customer during which the obligation of the Company to serve will be reduced.

The provisions of this rate shall supersede any provisions of contracts which conflict with this rate except such contractual provision, if any, relating to special conditions of service.

**2. Interruption or Curtailment of Service.**

The Demand Charges will not be reduced for any billing month because of any interruption, suspension, reduction or curtailment of the delivery of electric energy, except in the event it shall be due to, occasioned by, or in consequence of a default of the Company, a strike or strikes of employees or workmen of the Company, differences between the Company and its employees or workmen, inability of the Company to secure cars, coal, fuel or other material, supplies or equipment, breakage or failure of the Company's machinery, generating equipment, electrical lines or equipment, federal, state or other governmental laws, orders, decrees, restraints or regulations, when in any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

- (a) With respect to reductions or curtailments of the delivery of electric energy below the Billing Demand established during the immediately preceding billing month, in the proportion that the reduction or curtailment in kilowatts multiplied by the number of hours such reduction or curtailment was in force, bears to the Billing Demand established during the immediately preceding billing month multiplied by the number of hours in the billing month, but excluding reductions or curtailments during such month not aggregating more than eight (8) hours in length; and
- (b) With respect to interruptions and suspensions of the delivery of electric energy, in the proportion that the length of time of all such service interruptions and suspensions during the billing month bears to the total number of hours in the billing month, but excluding interruptions during such month not aggregating more than (8) hours in length, and also excluding scheduled interruptions.

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten days' (240 hours') notification previous to the hour of cut-off is given the Customer of such intention, such interruptions being scheduled interruptions referred to above.

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**3. Metering**

The electric energy to be used under the terms of this schedule 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 premises. 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 premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

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 (1) percent, 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 (1) percent accurate, nor more than forty-five (45) days, 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 preceding 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.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency.

In order that only duly qualified agents of the Company may have access to the Company's equipment on the Customer's property, the Company from time to time shall furnish the Customer with a list of the names of the employees or name of the crew foreman, so that the gatekeeper of the Customer will immediately pass those employees so certified.

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**4. Additional Load**

The Customer shall notify the Company in writing of any substantial additions or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**5. Resale**

No energy sold by the Company to the Customer hereunder shall be resold by it or supplied to any other person or corporation without the written consent of the Company.

**6. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**7. Rules and Regulations**

The Company's General Rules and Regulations Applicable to Electric Service are applicable to service supplied hereunder.

**8. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**8. Force Majeure (continued)**

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service, except as provided in Section 2 above.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC 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 10,000 kilowatts. 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 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 required.

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 premises 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, relaying equipment that may be supplied by the Company.

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.

**RATE**

Rates charged for service rendered under this 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 Payment. Subject to the adjustments herein provided, said rate is as follows:

**Demand Charge**

The Demand Charge for any month shall be the sum of the following:

- (1) \$31.52 per kilowatt for all kilowatts of Billing Demand in the month, plus
- (2) \$6.68 per kilowatt for the total number of kilowatts of the Customer's Demand at the time of the most recent Company's System Maximum. This portion of the Demand Charge shall be first applicable in the month following the establishment of a new Company's System Maximum and shall continue to and including the month in which a higher Company's System Maximum is established, except as provided below.

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**RATE (continued)**

**Demand Charge (continued)**

If at the end of any 36 month period immediately preceding a monthly billing period, a new and later Company's System Maximum in such preceding 36 months has not occurred, the charge for the 37<sup>th</sup> and subsequent months, and until a succeeding Company's System Maximum has again occurred, shall be at the applicable rate specified above reduced by fifty (50) percent.

**Optional Demand Charge**

If the Customer does not have electric generating equipment, other than minor standby equipment for emergency use as approved by the Company, the Customer may elect the following optional demand charge.

The Optional Demand Charge for any month shall be the sum of the following:

- (1) \$31.10 per kilowatt for all kilowatts of Billing Demand in the month, plus
- (2) \$6.68 per kilowatt for the total number of kilowatts of the Customer's Demand at the time of the most recent Company's System Maximum. This portion of the Demand Charge shall be first applicable in the month following the establishment of a new Company's System Maximum and shall continue to and including the month in which a higher Company's System Maximum is established, except as provided below.

If at the end of any 36 month period immediately preceding a monthly billing period, a new and later Company's System Maximum in such preceding 36 months has not occurred, the charge for the 37<sup>th</sup> and subsequent months, and until a succeeding Company's System Maximum has again occurred, shall be at the applicable rate specified above reduced by fifty (50) percent.

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**RATE 833  
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**RATE (continued)**

**Energy Payment**

The Demand Charge includes 600 kilowatt hours for each kilowatt of Billing Demand in the month.

37.073 mills per kilowatt hour for energy used in the month in excess of 600 hours, to and including 660 hours of the Billing Demand for the month.

34.821 mills per kilowatt hour for all energy used in the month in excess of 660 hours of the billing Demand for the month.

If, during any billing month, the kilowatt hours delivered to the Customer under this rate are less than the product of 600 hours and the Billing Demand for the month, the number of kilowatt hours paid for by the Customer that were not actually delivered to the Customer shall be set up in any account to the credit of the customer. Such kilowatt hours credited in any month may be used by the Customer at any time within the immediately succeeding 35 months at no charge; except such kilowatt hours credited prior to the effective date of this rate shall be subject to a credit of \$0.003115 per kwh, plus charges or credits as may be applicable by reason of the Fuel Cost Adjustment and the Purchased Power Cost Adjustment of this rate.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A- Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**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 kilowatts for each half-hour interval shall be two times the number of kilowatt hours 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.

The Customer's demand of electric energy supplied during each "System Maximum", of the Company as "System Maximum" is hereinafter defined, shall be determined and shall be used in the application of this rate until such time as a new "System Maximum" of the Company is established.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand for the month except during the Termination Period shall be the greatest of the following demands:

- (1) Seventy five percent (75%) of the greatest obligation to serve for the month.
- (2) The greatest obligation to serve for the month less Sixty Thousand (60,000) kilowatts.
- (3) The maximum half-hour demand registered for the month during the Peak Period.
- (4) The largest of the number of kilowatts determined by subtracting from the demand for each half-hour interval of the Off-Peak Period of the month the Surplus Capacity allotted 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 the Company's obligation to serve in the month of the highest Billing Demand before multiplying by seventy five percent (75%).
- (6) The number of kilowatts of the Customer's demand at the time of the most recent Company's System Maximum.

**DETERMINATION OF DEMAND CHARGE – TEMPORARY PERIOD**

If the Customer, due to abnormal conditions such as breakdown of equipment or emergencies, desires to take from the Company for one or more temporary periods, capacity in excess of its normal requirements or in excess of the Company's obligation to serve and requests, in writing, an amount of capacity in excess of its normal requirements and the number of consecutive days said capacity will be needed, then the Company may by written notice elect the amount of capacity in excess of the Customer's normal requirements it is willing to accept as load on its system and the days said capacity will be available to the customer. Such additional capacity allotted the Customer hereunder shall not increase the Company's obligation over that specified in the contract between the Customer and the Company, and shall not relieve the Customer of the Excess Demand provisions of this rate.

The Demand Charge of the Customer for any month in which one or more Temporary Periods have been established shall be the lower of:

- (1) The Demand Charge determined as though no Temporary Period had been established, or
- (2) A two part Demand Charge consisting of (a) and (b) below, which shall be added.
  - (a) The higher of the following charges:
    - (i) The product of the applicable Demand Charge times the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the billing month, not included in the Temporary Period, or
    - (ii) The product of the applicable Demand Charge times the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the billing month included in the Temporary Period less the number of kilowatts allotted for the Temporary Period.

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**DETERMINATION OF DEMAND CHARGE – TEMPORARY PERIOD (continued)**

- (b) A charge of \$0.58 per kilowatt multiplied by the number of calendar days in the Temporary Period so specified in the Company's notice, applicable to the lesser of the following number of kilowatts:
- (i) The number of kilowatts allotted for the Temporary Period.
  - (ii) The number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the month included in the Temporary Period that exceeds the number of kilowatts as determined by applying the provisions of the Determination of Billing Demand to the demands created during the days of the month not included in the Temporary Period.

If the capacity allotted plus the usual requirements of the Customer is in excess of the Company's obligation and the Customer request in its said notice that the Company establish for the Temporary Period a lower percentage figure than the "Seventy Five Percent (75%)" amount as is stated in sub-paragraph (5) under Determination of Billing Demand, the Company may, by its written notice, elect to change the said "Seventy Five Percent (75%)" to a percentage figure equal to the said "Seventy Five Percent (75%)" times the ratio of the Company's maximum obligation to serve, to the total capacity that the Company may elect to accept as load on its system during such Temporary Period, and the Company shall state in such notice the lower amount (percentage) it so elects and the Temporary Period during which said lower amount shall be applicable.

Upon the expiration of the Temporary Period so stated in such notice given by the Company to the Customer, the Billing Demand provisions shall be restored applicable to succeeding periods, unmodified.

**DETERMINATION OF LAGGING REACTIVE KILOVOLT AMPERES**

The Customer's requirements in Lagging Reactive Kilovolt Amperes 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 Reactive Kilovolt Amperes, if any.

**ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES**

The number of Reactive Kilovolt Amperes shall be computed each month for a Power Factor of 85% lagging using as the basis of said computation the Customer's maximum kilowatt demand for the month during the Peak Period hours thereof.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is greater than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 times said difference shall be added to the Customer's bill.

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**ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES  
(continued)**

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is less than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 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 Reactive Kilovolt Amperes so that, as related to the Maximum Off-Peak Period Kilowatt Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes and the Maximum Peak Period Kilowatt Demand; except that if such Maximum Off-Peak Period Kilowatt Demand is less than the Maximum Peak Period Kilowatt Demand, the Customer's Maximum Off-Peak Period Requirement in Lagging Reactive Kilovolt Amperes may equal the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes.

**CUSTOMER LOAD INFORMATION**

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. Such statement shall include the estimated demand in the Company's System Maximum, the estimated demand in the Peak Period and the estimated kilowatt hour requirements of the Customer.

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.

**COMPANY SYSTEM LOAD INFORMATION**

The Company shall cooperate with the Customer by furnishing, from time to time, the system total demand as it is normally available to enable the Customer to plan its operation. Data regarding the flow of energy at various major points in the Company's System is transmitted by microwave, wire, or other means, and is totaled by computer at the system dispatching office (SDO). The Company agrees to make available an output from the SDO computer which will provide the computer derived system total demand to a communication circuit provided by the Customer at the Company's SDO computer.

The transmission of data on system total demand from the SDO computer to the Customer shall be done at the Customer's sole risk and expense. The Company will assume no responsibility for errors of transmission or interference therewith.

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**CUSTOMER LOAD INFORMATION (continued)**

In the event the Company adds, changes, relocates or modifies its metering, telemetering equipment, telemetering circuits, or SDO computer, and such additions, changes, relocations or modifications in any way affect the metering, signal equipment or the signal circuits located on the Customer's premises or the signal circuits between the SDO computer and the Customer's premises, such necessary changes shall be made by the Customer at its expense and coordinated with the Company's changes if the Customer desires to continue the receipt of the system total demand signal.

**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 the number of kilowatts 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 Period.

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

The Company will by written notice select the periods of time to be included in the Off-Peak Period, which periods of time 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 time be less than six (6) consecutive hours in duration.

- (2) The quantity of Surplus Capacity available to the Customer shall be allotted as follows:

The quantity of Surplus Capacity allotted to the Customer by the Company and the hours to be included in the Off-Peak Period will be 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 calendar months. The Company may, from time to time, upon not less than 4 hours' notice reduce or withdraw in entirety, the quantity of Surplus Capacity allotted in the Off-Peak Period of any day or days.

- (3) The "Peak Period" shall mean all time not included in the Off-Peak Period.

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**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**ADJUSTMENT FOR TAXES**

The Customer shall be billed for any increase or decrease in the Indiana Gross Income Tax from the base of 1.15% which applies to the net bill. When the Indiana Supplemental Corporate Income Tax Rate is increased or decreased from the present rate of 4%, the kilowatt demand charge shall be likewise increased or decreased by 1 cent per kilowatt for each 1/2% change in the tax rate.

**COMPANY SYSTEM MAXIMUM**

The hourly system total demand during a peak period that exceeds the most recent Company System Maximum by at least 10,000 KW, and excluding interruptible demand being served is defined as the Company System Maximum.

The system total demand will be communicated to the Customer; however, if at the time of a potential new Company System Maximum, no data is available, a Company System Maximum may be established and confirmed by the Company using the best alternate data.

The above provisions that would establish a new Company System Maximum are suspended indefinitely.

**EXCESS DEMANDS**

If the Customer exceeds at any time the demand that the Company is obligated to serve and such excess demand is taken during the time of the Company's System Maximum, the Customer shall in addition to the Demand Charge specified on sheet 1 or 2 of this rate schedule, pay in each subsequent month for the amount of kilowatts that the excess demand contributes to the Company's System Maximum, at the rate of \$8.35 per kilowatt applicable hereunder to each respective billing month, and such payment shall continue until a new System Maximum is established, and if at the time such new System Maximum is established the Customer's demand again exceeds the Company's obligation to serve, the Customer shall thereafter pay on such latest excess, until a new System Maximum is established, and during which new System Maximum the Customer has not taken a demand in excess of the Company's obligation to serve. Obligations to make payments hereunder shall continue after the termination date of any contract for service but not longer than five years thereafter.

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July 6, 2011

**RATE 833  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL POWER SERVICE**

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**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts under this rate schedule shall be made for a term of years to be agreed upon between the Company and the Customer taking into consideration the size of the load, the location of the load, and the amount of facilities to be furnished by the Company in serving the load.

In such contract it shall 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 electrical capacity to be supplied, voltage to be supplied, facilities to be provided by each party and provisions for a termination period of a definite number of years. The termination period shall be the number of years agreed upon by the Company and the Customer during which the obligation of the Company to serve will be reduced.

**2. Interruption or Curtailment of Service.**

The Demand Charges will not be reduced for any billing month because of any interruption, suspension, reduction or curtailment of the delivery of electric energy, except in the event it shall be due to, occasioned by, or in consequence of a default of the Company, a strike or strikes of employees or workmen of the Company, differences between the Company and its employees or workmen, inability of the Company to secure cars, coal, fuel or other material, supplies or equipment, breakage or failure of the Company's machinery, generating equipment, electrical lines or equipment, federal, state or other governmental laws, orders, decrees, restraints or regulations, when in any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

- (a) With respect to reductions or curtailments of the delivery of electric energy below the Billing Demand established during the immediately preceding billing month, in the proportion that the reduction or curtailment in kilowatts multiplied by the number of hours such reduction or curtailment was in force, bears to the Billing Demand established during the immediately preceding billing month multiplied by the number of hours in the billing month, but excluding reductions or curtailments during such month not aggregating more than eight (8) hours in length; and
- (b) With respect to interruptions and suspensions of the delivery of electric energy, in the proportion that the length of time of all such service interruptions and suspensions during the billing month bears to the total number of hours in the billing month, but excluding interruptions during such month not aggregating more than (8) hours in length, and also excluding scheduled interruptions.

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any

Effective Date  
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RATE FOR ELECTRIC SERVICE  
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No. 10 of 12 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten days' (240 hours') notification previous to the hour of cut-off is given the Customer of such intention, such interruptions being scheduled interruptions referred to above.

**3. Metering**

The electric energy to be used under the terms of this schedule 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 premises. 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 premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

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 (1) percent, 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 (1) percent accurate, nor more than forty-five (45) days, 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 preceding 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.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency. In order that only duly qualified agents of the Company may have access to the Company's equipment on the Customer's property, the Company from time to time shall furnish the Customer with a list of the names of the employees or name of the crew foreman, so that the gatekeeper of the Customer will immediately pass those employees so certified.

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**RATE 833  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL POWER SERVICE**

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**4. Additional Load**

The Customer shall notify the Company in writing of any substantial additions to or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**5. Resale**

No energy sold by the Company to the Customer hereunder shall be resold by it or supplied to any other person or corporation without the written consent of the Company.

**6. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**7. Rules and Regulations**

The Company's General Rules and Regulations Applicable to Electric Service are applicable to service supplied hereunder.

**8. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove

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**RATE 833  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL POWER SERVICE**

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**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**8. Force Majeure (continued)**

the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any there of relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service, except as provided in Section 2 above.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

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**RATE 834**  
**RATE FOR ELECTRIC SERVICE**  
**GENERAL SERVICE**

No. 1 of 6 Sheets

**TO WHOM AVAILABLE**

Available to GENERAL service Customers for electric service, who have auxiliary 60 Hertz electric generation equipment and who are located on the Company's electric supply lines suitable and adequate for supplying the service requested.

The Customer shall enter into a written contract for a definite amount of required electrical capacity which shall be not more than 25,000 kilowatts.

**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 standard secondary voltage, or the available primary or transmission voltage at the location where service is required. (See Rule 37 of the accompanying Rules and Regulations 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 any protecting, switching, relaying, or metering equipment that may be supplied by the Company.

The Customer may parallel its 60 Hertz electric generation equipment and 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.

**RATE**

The electric service and energy supplied hereunder shall be billed under a three-part rate consisting of a Capacity Charge, a Demand Charge and an Energy Charge. Subject to the adjustments herein provided, said rate is as follows:

**Capacity Charge**

\$3.68 per month per kilowatt of total required capacity

**Demand Charge**

\$10.92 per kilowatt per month for all kilowatts of Billing Demand per month.

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**RATE 834  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

No. 2 of 6 Sheets

**RATE (continued)**

**Energy Charge**

4.704 cents per kilowatt hour for all kilowatt hours used per month.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**DEDUCTIONS**

**1. Deduction for Primary Service:**

If the service is taken by the Customer at his property line and at the Company's primary supply line voltage of 11,500 volts or 12,500 volts, the customer supplying and maintaining all high tension and transforming equipment installed on his premises, \$0.65 per kilowatt of monthly billing demand will be deducted from the monthly Demand Payment.

**2. Deduction for Transmission Service**

If the service is taken by the Customer at his property line and at the Company's transmission supply line voltage of 34,500 volts or above, the Customer supplying and maintaining all high tension and transforming equipment installed on his premises, \$0.81 per kilowatt of monthly billing demand will be deducted from the monthly Demand Payment.

**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 supply line voltage, three percent (3%) of the kilowatt hours so metered will be deducted before computing the Energy Payment.

**MONTHLY MINIMUM PAYMENT**

The Customer's Monthly Minimum Payment under this rate shall be the sum of the Capacity Charge, the Demand Charge and the Energy Charge, subject to the adjustments as herein provided.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B - Sheet No. 59 for applicable Fuel Cost Charge.

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**RATE 834  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

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**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED**

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

**DETERMINATION OF MAXIMUM DEMAND**

Customer's maximum demand in any month shall be determined by maximum demand instruments. The maximum demand of electric energy supplied in any month shall be taken as the highest average load in kilowatts occurring during any 30 consecutive minutes of the month; provided, however, that if such load shall be less than 50% of the maximum momentary demand in kilowatts, then the maximum demand shall be taken at 50% of such maximum momentary demand.

**DETERMINATION OF TOTAL REQUIRED CAPACITY**

The total required capacity shall be the greater of the following:

1. Contracted capacity of the customer or;
2. Largest billing demand experienced by the customer.

**DETERMINATION OF BILLING DEMAND**

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

1. The Billing Determinant for the month.
2. 80% of the highest Billing Determinant established in the immediately preceding eleven (11) months.

**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 month period under this rate, and for customers requiring less than 300 kilowatts regularly, may, at the option of the Company, be omitted; in which case the power factor of the customer shall be considered to be 85% lagging.

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RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

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**POWER FACTOR CORRECTION**

The service supplied by the company shall be taken by the Customer whenever possible at an Average Power Factor of not less than 85% lagging. The Billing Determinant for the month shall be determined as follows: (1) If the Average Power Factor for the month is 85% lagging, the Billing Determinant for the month shall be the Maximum Demand; (2) If the Average Power Factor for the month is less than 85% lagging, The Billing Determinant for the month shall be the Maximum Demand increased at the rate of 1% for each 1% the Average Power Factor is below 85% lagging; (3) If the Average Power Factor for the month is more than 85% lagging, then the Billing Determinant for the month shall be the Maximum Demand decreased at the rate of 1% for each 1% the Average Power Factor is above 85% lagging.

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Any Customer requesting service under this rate shall enter into a written contract for an initial period of not less than one year, and such contract shall continue from year to year thereafter unless cancelled by either party giving to the other 60 days prior written notice of the termination of such contract at the end of the initial period or any yearly period thereafter.

In such contract it shall 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, the electrical capacity to be supplied, voltage to be supplied, and facilities to be provided by each party.

**2. Interruption or Curtailment of Service**

The Demand Charges will not be reduced for any billing month because of any interruption, suspension, reduction or curtailment of the delivery of electric energy, except in the event it shall be due to, occasioned by, or in consequence of, a strike or strikes of employees or workmen of the Company, differences between the Company and its employees or workmen, inability of the Company to secure cars, coal, fuel or other material, supplies or equipment, breakage or failure of the Company's machinery, generating equipment, electrical lines or equipment, federal, state or other governmental laws, orders, decrees, restraints or regulations, when, in any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

- (a) With respect to reductions or curtailments of the delivery of electric energy below the Billing Demand established during the immediately preceding billing month, in the proportion that the reduction or curtailment in kilowatts multiplied by the number of hours such reduction or curtailment was in force, bears to the Billing Demand established during the immediately preceding billing month multiplied by the number of hours in the billing month, but excluding reductions or curtailments during such month not aggregating more than eight (8) hours in length; and

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**RATE 834  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

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**GENERAL TERMS AND CONDITIONS OF SERVICE**

**2. Interruption or Curtailment of Service (continued)**

- (b) With respect to interruptions and suspensions of the delivery of electric energy, in the proportion that the length of time of all such service interruptions and suspensions during the billing month bears to the total number of hours in the billing month, but excluding interruptions during such month not aggregating more than eight (8) hours in length, and also excluding scheduled interruptions.

The Company reserves the right to interrupt 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 forty-eight (48) hours' notification previous to the hour of cut-off is given the Customer of such intention, such interruptions being scheduled interruptions referred to above.

**3. Additional Load**

The Customer shall notify the Company in writing of any substantial additions to or alterations in the equipment to be supplied with electric energy by the Company and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**4. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**5. Rules and Regulations**

The Company's General Rules and Regulations applicable to Electric Service are applicable to service supplied hereunder.

**6. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or

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**RATE 834  
RATE FOR ELECTRIC SERVICE  
GENERAL SERVICE**

No. 6 of 6 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**6. Force Majeure (Continued)**

other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service, except as provided in Section 2 above.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

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**RATE 835  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 1 of 7 Sheets

**TO WHOM AVAILABLE**

This is an experimental rate. Total capacity to be made available under this rate is limited to 110 Megawatts. Rate 835 is available to Industrial Customers located adjacent to existing electric facilities adequate to meet the Customer's requirements.

A Customer requesting service hereunder is required to contract for a specified electrical capacity which shall be not less than 5,000 kilowatts. The Company shall not be obligated to supply interruptible 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 primary voltage as it has available at the location where service is required. 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 his own premises and at his own expense. (See Rule 37 of the accompanying Rules and Regulations 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 any protecting, switching, relaying, or metering equipment that may be supplied by the Company.

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.

**CURTAILMENTS OR INTERRUPTIONS**

The number of intentional curtailments or interruptions shall not exceed one hundred twenty five (125) per year, nor one (1) per day. The hours of curtailment or interruption shall not exceed ten (10) hours per day, nor one thousand (1,000) hours per year. A credit of five (5) hours towards the yearly total will be given for each requested interruption of less than five (5) hours.

The interruptible year shall commence October 1<sup>st</sup> and end on the succeeding September 30<sup>th</sup>. Customers who take service under this rate after October 1<sup>st</sup> shall be assumed to have had as many interruptions and hours of interruptions as the average of those customers who were served under this rate as of October 1<sup>st</sup> of that year.

The Company will be entitled to interrupt service at any time for any reason.

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**RATE 835  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 2 of 7 Sheets

**RATE**

Rates charged for service rendered under this 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 Payment. Subject to the adjustments herein provided, said rate is as follows:

**Demand Charge**

\$14.51 per kilowatt per month for the next 30,000 kilowatts  
of contracted interruptible capacity.  
\$9.69 per kilowatt per month for the next 20,000 kilowatts  
of contracted interruptible capacity.  
\$7.50 per kilowatt per month for all over 50,000 kilowatts  
of contracted interruptible capacity.

**Energy Payment**

27.797 mills per kilowatt hour computed by multiplying the contracted interruptible demand by the number of total hours, less the number of hours interrupted, in the billing period.

**Minimum Monthly Billing**

The minimum monthly billing shall be the contracted demand multiplied by the demand charge.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**NOTIFICATION OF CURTAILMENT**

The Company shall provide ten (10) minutes of advance notice before curtailing or interrupting service.

**PENALTY FOR CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT OR INTERRUPTIONS**

A customer is deemed to have failed to interrupt or curtail load when the Customer's current integrated demand, as measured by the meters installed by the Company, has not been reduced within ten (10) minutes after notification of curtailment.

Demand use in excess of that permitted under "curtailment or interruption" shall be subject to \$29.34 per kilowatt penalty per curtailment or interruption during the billing period, in addition to normal billing charges, for all electric service taken in excess of contract curtailment limitations.

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**RATE 835  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 3 of 7 Sheets

**PENALTY FOR CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT OR INTERRUPTIONS (continued)**

Energy use in excess of that permitted under "Curtailement or Interruptions" shall be subject to a 20.17 cents per kilowatt hour penalty, in addition to normal billing charges, for all electric energy taken in excess of contract curtailment limitations.

Excess **Demand** is defined as that demand (KW) which was contracted for curtailment and was not curtailed upon request.

Excess **Energy** consumption (KWH) is computed by multiplying excess demand (KW) by the number of hours requested for curtailment.

Current total **integrated demand** is defined as that amount of electrical energy supplied in the half-hour period preceding the request for curtailment, but not to exceed the amount of capacity specified in the contract for firm electric service.

**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 kilowatts for each half-hour interval shall be two (2) times the number of kilowatt hours 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.

**DETERMINATION OF LAGGING REACTIVE KILOVOLT AMPERES**

The Customer's requirements in Lagging Reactive Kilovolt Amperes 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 such half-hour interval. No effect whatsoever shall be given hereunder to Customer's leading Reactive Kilovolt Amperes, if any.

**ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES**

The number of Reactive Kilovolt Amperes shall be computed each month for a Power Factor of 85% lagging using as the basis of said computation the Customer's maximum kilowatt demand for the month during the Peak Period hours thereof.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is greater than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 times said difference shall be added to the Customer's bill.

Issued Date

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

July 16, 1987

**RATE 835  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 4 of 7 Sheets

**ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES (continued)**

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is less than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 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 Reactive Kilovolt Amperes so that, as related to the Maximum Off-Peak Period Kilowatt Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes and the Maximum Peak Period Kilowatt Demand; except that if such Maximum Off-Peak Period Kilowatt Demand is less than the Maximum Peak Period Kilowatt Demand, the Customer's Maximum Off-Peak Period Requirement in Lagging Reactive Kilovolt Amperes may equal the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**ADJUSTMENT FOR TAXES**

The Customer shall be billed for any increase or decrease in the Indiana Gross Income Tax from the base of 1.15% which applies to the net bill.

When the Indiana Supplemental Corporate Income Tax Rate is increased or decreased from the present base of 4%, the kilowatt demand charge shall be likewise increased or decreased by 1 cent per kilowatt for each ½% change in the tax rate.

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts under this rate schedule shall be made for a term of years to be agreed upon between the Company and the Customer considering the size of the load, the location of the load, and the facilities to be furnished by the Company to serve the load.

In such contract it shall 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 electrical capacity to be supplied, voltage to be supplied, facilities to be provided by each party and provisions for a termination period of a definite number of years. The termination period shall be the number of years agreed upon by the Company and the Customer during which the obligation of the Company to serve will be reduced.

Issued Date

November 26, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

November 26, 2002

**RATE 835**  
**RATE FOR ELECTRIC SERVICE**  
**INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 5 of 7 Sheets

GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

**2. Metering**

The electric energy to be used under the terms of this schedule 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 premises. 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 premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

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 (1) percent, 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 (1) percent accurate, nor more than forty-five (45) days, 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 preceding 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.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency. In order that only duly qualified agents of the Company may have access to the Company's equipment on the Customer's property, the Company from time to time shall furnish the Customer with a list of the names of the employees or name of the crew foreman, so that the gatekeeper of the Customer will immediately pass those employees so certified.

Issued Date

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

July 16, 1987

**RATE 835  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 6 of 7 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

- 3. Additional Load**  
The Customer shall notify the Company in writing of any substantial additions or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.
- 4. Resale**  
No energy sold by the Company to the Customer hereunder shall be resold by it or supplied to any other person or corporation without the written consent of the Company.
- 5. Discontinuance of Service**  
The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.
- 6. Curtailments for Emergency Repairs or Line Extensions**  
The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten days' (240 hours') notification previous to the hour of cut-off is given the Customer of such intention. Interruptions of service for emergency repairs or extensions to its lines will not be included in the four hundred (400) annual hours of curtailment specified in the section entitled "Curtailment or Interruptions" in this rate.
- 7. Rules and Regulations**  
The Company's General Rules and Regulations Applicable to Electric Service are applicable to service supplied hereunder.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 835  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE**

No. 7 of 7 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**8. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 836  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE  
FOR AIR SEPARATION PROCESSES**

No. 1 of 9 Sheets

**TO WHOM AVAILABLE**

This is an experimental rate. Total capacity to be made available under this rate, in conjunction with Rate 835, is limited to 110 Megawatts. Rate 836 is available to Industrial Customers selling products in the Liquid Merchant Market who are located adjacent to existing electric facilities adequate to meet the Customer's requirements.

A Customer requesting service hereunder is required to contract for a specified electrical capacity which shall be not less than 5,000 kilowatts. The Company shall not be obligated to supply interruptible 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 transmission voltage as it has available at the location where service is required. 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 his own premises and at his own expense. (See Rule 37 of the accompanying Rules and Regulations 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 any protecting, switching, relaying, or metering equipment that may be supplied by the Company.

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.

**CURTAILMENTS OR INTERRUPTIONS**

The number of intentional curtailments or interruptions shall not exceed one (1) per day, nor shall the hours of interruption exceed ten (10) hours per day.

The Company will be entitled to interrupt service at any time for any reason.

**BASE CHARGE**

The Base Charge shall be the sum of the Demand Charge, Energy Charge, Adjustment for Peak Period Lagging Reactive Kilovolt Amperes, Fuel Cost Charge, and Rate Adjustment.

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

Issued Date

April 11, 1989

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

March 29, 1989

**RATE 836**  
**RATE FOR ELECTRIC SERVICE**  
**INTERRUPTIBLE INDUSTRIAL POWER SERVICE**  
**FOR AIR SEPARATION PROCESSES**

No. 2 of 9 Sheets

**BASE CHARGE (continued)**

**Demand Charge**

\$6.32 per month per kilowatt.

**Energy Charge**

27.797 mills per kilowatt hour for all kilowatt hours used per month.

**ADJUSTMENT FOR CUSTOMER'S PEAK PERIOD LAGGING REACTIVE KILOVOLT AMPERES**

The number of Reactive Kilovolt Amperes shall be computed each month for a Power Factor of 85% lagging using as the basis of said computation the Customer's maximum kilowatt demand for the month during the Peak Period hours thereof.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is greater than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 times said difference shall be added to the Customer's bill.

If the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes for the month is less than the number of Reactive Kilovolt Amperes at a Power Factor of 85% lagging, determined as above, an amount equal to the product of \$0.27 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 Reactive Kilovolt Amperes so that, as related to the Maximum Off-Peak Period Kilowatt Demand, it shall not exceed in ratio or numerical proportion the ratio of the Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes and the Maximum Peak Period Kilowatt Demand; except that if such Maximum Off-Peak Period Kilowatt Demand is less than the Maximum Peak Period Kilowatt Demand, the Customer's Maximum Off-Peak Period Requirement in Lagging Reactive Kilovolt Amperes may equal the Customer's Maximum Peak Period Requirement in Lagging Reactive Kilovolt Amperes.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

Issued Date

November 26, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

November 26, 2002

**RATE 836**  
**RATE FOR ELECTRIC SERVICE**  
**INTERRUPTIBLE INDUSTRIAL POWER SERVICE**  
**FOR AIR SEPARATION PROCESSES**

No. 3 of 9 Sheets

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**INTERRUPTIBLE ELECTRIC PRICE ADJUSTMENT**

Customer's Base Charge shall be increased or decreased based on changes in the Interruptible Electric Price Index, to be determined separately each calendar quarter.

The Base Charge, as adjusted for the Interruptible Electric Price Index, shall not be less than the sum of the Base Cost of Fuel, Fuel Cost Charge, and Variable Operating and Maintenance Cost.

**NOTIFICATION OF CURTAILMENT**

The Company shall provide ten (10) minutes of advance notice before curtailing or interrupting service.

**PENALTY FOR CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT OR INTERRUPTIONS**

A customer is deemed to have failed to interrupt or curtail load when the Customer's current integrated demand, as measured by the meters installed by the Company, has not been reduced within ten (10) minutes after notification of curtailment.

Demand use in excess of that permitted under "curtailment or interruption" shall be subject to \$29.34 per kilowatt penalty per curtailment or interruption during the billing period, in addition to normal billing charges, for all electric service taken in excess of contract curtailment limitations.

Energy use in excess of that permitted under "Curtailment or Interruptions" shall be subject to a 20.17 cents per kilowatt hour penalty, in addition to normal billing charges, for all electric energy taken in excess of contract curtailment limitations.

Excess **Demand** is defined as that demand (KW) which was contracted for curtailment and was not curtailed upon request.

Excess **Energy** consumption (KWH) is computed by multiplying excess demand (KW) by the number of hours requested for curtailment.

Effective Date  
July 6, 2011

**RATE 836  
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FOR AIR SEPARATION PROCESSES**

No. 4 of 9 Sheets

**PENALTY FOR CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT OR INTERRUPTIONS (continued)**

Current total **integrated demand** is defined as that amount of electrical energy supplied in the half-hour period preceding the request for curtailment, but not to exceed the amount of capacity specified in the contract for firm electric service.

**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 kilowatts for each half-hour interval shall be two (2) times the number of kilowatt hours 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.

**DETERMINATION OF LAGGING REACTIVE KILOVOLT AMPERES**

The Customer's requirements in Lagging Reactive Kilovolt Amperes 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 such half-hour interval. No effect whatsoever shall be given hereunder to Customer's leading Reactive Kilovolt Amperes, if any.

**DETERMINATION OF INTERRUPTIBLE ELECTRIC PRICE INDEX**

1. The interruptible rates of the following eight electric utilities shall be used to calculate the Interruptible Electric Price Index. If an interruptible rate is not available, the most favorable firm rate available shall be used.
  - a) Consumers Power Company
  - b) Indiana Michigan Power Company (Indiana)
  - c) Indianapolis Power & Light Company – Firm rate
  - d) Public Service Company of Indiana – Firm rate
  - e) Toledo Edison Company
  - f) Wisconsin Electric Power Company
  
2. The Interruptible Electric Price Index shall be calculated by applying the interruptible rates, or firm rates when applicable, of each of the above named electric utilities to the following billing determinants. Calculations shall reflect all applicable adjustments, including state and/or municipal taxes.
  - a) 10,000 KW demand at a 95% power factor

**RATE 836  
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No. 5 of 9 Sheets

**DETERMINATION OF INTERRUPTIBLE ELECTRIC PRICE INDEX (continued)**

- b) 7,000,000 KWH total per month.
  - c) If applicable, off-peak energy use per month shall be 4,288,700 KWH, and on-peak energy use shall be 2,711,300 KWH.
  - d) Delivery voltage of 34.5 KV or above, with Customer owning all transformers and facilities other than metering.
  - e) Metering at service voltage at point of delivery.
3. Determination Periods:
- a) The Current Determination Period shall be the first month of the calendar quarter preceding the current calendar quarter.
  - b) The Base Determination Period shall be the month of October, 1988.
4. Calculation of the Interruptible Electric Price Index (IEPI). See Attachment A - Sheet No. 16.1H for applicable IEPI.

$$\text{IEPI} = \frac{\text{CAIC}}{\text{BAIC}} \times \text{CMAF}$$

where:

CAIC - Current Average Interruptible Charge. This is the average of the bills of the above named utilities calculated under the procedure outlined in Section 2 for the Current Determination Period.

BAIC - Base Average Interruptible Charge. This is the average of the bills of the above named utilities calculated under the procedure outlined in Section 2 for the Base Determination Period.

CMAF-Competitive Market Adjustment Factor. This factor, which may range from 0.75 to 1.25, shall be determined solely at the discretion of the Company.

**ADJUSTMENT FOR TAXES**

The Customer shall be billed for any increase or decrease in the Indiana Gross Income Tax from the base of 1.15% which applies to the net bill.

When the Indiana Supplemental Corporate Income Tax Rate is increased or decreased from the present base of 4%, the kilowatt demand charge shall be likewise increased or decreased by 1 cent per kilowatt for each ½% change in the tax rate.

Issued Date

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

April 11, 1989

March 29, 1989

**RATE 836  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE  
FOR AIR SEPARATION PROCESSES**

No. 6 of 9 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts under this rate schedule shall be made for a term of years to be agreed upon between the Company and the Customer considering the size of the load, the location of the load and the facilities to be furnished by the Company to serve the load.

In such contract it shall 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, the electrical capacity to be supplied, voltage to be supplied, facilities to be provided by each party and provisions for a termination period of a definite number of years. The termination period shall be the number of years agreed upon by the Company and the Customer during which the obligation of the Company to serve will be reduced.

**2. Metering**

The electric energy to be used under the terms of this schedule 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 premises. 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 premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

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 (1) percent, 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 (1) percent accurate, nor more than forty-five (45) days, 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 preceding the time the meter is out of service. The Customer shall also have the right to require a test of

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Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

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March 29, 1989

**RATE 836  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE  
FOR AIR SEPARATION PROCESSES**

No. 7 of 9 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

such meters at reasonable intervals upon giving notice of its desire to have such test made by the Company.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its meters and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency. In order that only duly qualified agents of the Company may have access to the Company's equipment on the Customer's property, the Company from time to time shall furnish the Customer with a list of the names of the employees or name of the crew foreman, so that the gatekeeper of the Customer will immediately pass those employees so certified.

**3. Additional Load**

The Customer shall notify the Company in writing of any substantial additions or alterations in the equipment to be supplied with electric energy by the Company, and such additions or alterations shall not be connected to the system supplied with electric energy by the Company until such notice shall have been given by the Customer and received by the Company.

**4. Resale**

No energy sold by the Company to the Customer hereunder shall be resold by it or supplied to any other person or corporation without the written consent of the Company.

**5. Discontinuance of Service**

The Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

**6. Curtailments for Emergency Repairs or Line Extensions**

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten days' (240 hours') notification previous to the hour of cut-off is given the Customer of such intention.

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Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

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**RATE 836  
RATE FOR ELECTRIC SERVICE  
INTERRUPTIBLE INDUSTRIAL POWER SERVICE  
FOR AIR SEPARATION PROCESSES**

No. 8 of 9 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**7. Rules and Regulations**

The Company's General Rules and Regulations Applicable to Electric Service are applicable to service supplied hereunder.

**8. Force Majeure**

The Company will use reasonable diligence to provide a regular and uninterrupted supply of electric energy but does not guarantee such supply. Neither the Company nor the Customer shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy hereunder due to, occasioned by or in consequence of, any of the following causes or contingencies, viz: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsions of nature, epidemics, accidents, fires, collisions, explosions, strikes, lockouts, differences with workmen or other industrial disturbances, vandalism, sabotage, riots, inability to secure cars, coal, fuel, or other materials, supplies or equipment, breakage or failure of machinery, generating equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rulers and people, civil disturbances, federal, state or other governmental laws, orders, decrees, restraints or regulations, and any other causes or contingencies not within the control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies or any thereof relieve either from its obligation to pay amounts due hereunder or to pay Demand Charges or Minimum Bills accruing during such interruption or suspension of service.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

Issued Date

April 11, 1989

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

March 29, 1989

**RATE 836  
ATTACHMENT A  
INTERRUPTIBLE ELECTRIC PRICE INDEX**

No. 9 of 9 Sheets

The Base Charge in Rate 836 is subject to an Interruptible Electric Price Adjustment computed in accordance with Rate 836 as shown below:

Effective for all bills rendered under Rate 836 during the months of October, November and December 2011 the Interruptible Electric Price Index shall be:

0.986

Issued Date  
October 1, 2011

Effective Date  
October 1, 2011

**RATE 841  
RATE FOR ELECTRIC SERVICE  
MUNICIPAL POWER**

No. 1 of 2 Sheets

**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 WATERPUMPING purposes; who enter into a written contract for electric service in accordance with this rate schedule, and who are 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 kilowatt demand and kilowatt hour usage is less than 15 percent of the kilowatt hours respectively of the power load.

**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 required, and if transformation of voltage is desired by the customer, will transform its primary voltage to one standard secondary voltage. (See Rule 37 of the accompanying Rules and Regulations for the Company's standard voltages.)

**RATE**

9.131 cents per kilowatt hour for all electric energy used per month.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this rate shall be based on the connected load at each location or on the installation of Fire and Civil Defense warning signals if these are the entire electric load. The minimum shall be \$1.99 per horsepower or fraction thereof per month for the first 25 horsepower of the connected load, \$0.96 per horsepower or fraction thereof per month for the next 475 horsepower of connected load, and \$0.49 per horsepower or fraction thereof per month for all over 500 horsepower of connected load, or \$6.30 per month for each warning signal installation where such signals constitute the connected load, provided, however, that in no case shall the Monthly Minimum Payment be less than \$6.30; except that for three-phase service, the minimum charge shall be \$25.74 per month.

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.

Issued Date

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

July 16, 1987

**RATE 841  
RATE FOR ELECTRIC SERVICE  
MUNICIPAL POWER**

No. 2 of 2 Sheets

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**PRIMARY METERING CORRECTION**

If the service is metered at the Company's primary supply line voltage of 2,300 volts or above, 3% of the kilowatt hours so metered will be deducted before computing the charge for service.

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Effective Date  
July 6, 2011

**RATE 842  
RATE FOR ELECTRIC SERVICE  
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS**

No. 1 of 3 Sheets

**TO WHOM AVAILABLE**

This rate is available 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 exceeding 200 kilowatt hours per 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.

**CHARACTER OF SERVICE**

Alternating current, sixty Hertz, single phase, at a voltage of 120/240 volts three-wire, or 120/208 volts-three wire, as designated by the Company.

**RATE**

**Residential Locations**

The rate for un-metered service under this schedule shall be \$2.75 per month per point of connection with the residential facilities of the company. If more than one pump is installed at any one point of connection, the rate for that connection shall be \$2.75 per month for each pump installed at that location. This rate is not available for installations of more than four pumps at any one point of connection.

**Commercial Locations**

The rate for un-metered service under this schedule shall be \$3.20 per month per point of connection with the residential facilities of the company. If more than one pump is installed at any one point of connection, the rate for that connection shall be \$3.20 per month for each pump installed at that location. This rate is not available for installations of more than four pumps at any one point of connection.

In addition to the rate per pump, stated above, there shall be a single customer charge of \$50 per monthly bill, regardless of the total number of pumps in the the Customer's system. The customer may elect to have the company aggregate all the pump locations in one integrated system for billing purposes, and the monthly customer charge of \$50 will be applied once to that bill.

Issued Date

August 3, 2001

Issued By  
Barrett Hatches  
President and Chief Executive Officer  
Merrillville, Indiana

Effective Date

July 25, 2001

**RATE 842  
RATE FOR ELECTRIC SERVICE  
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS**

No. 2 of 3 Sheets

**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 watthour 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 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 standards of the Company.

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.

Issued Date

August 3, 2001

Issued By  
Barrett Hatches  
President and Chief Executive Officer  
Merrillville, Indiana

Effective Date

July 25, 2001

**RATE 842  
RATE FOR ELECTRIC SERVICE  
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS**

No. 3 of 3 Sheets

**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 times per year, to verify the number and size of the pumps located on Company's lines. 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 Company's lines, Customer will remove, at its own cost and expense, any such pump.

**MINIMUM PAYMENT**

The Customer's minimum payment under this rate 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.

**PAYMENTS FOR SERVICE**

Bills for distributed wastewater pumping system service under this schedule will be submitted by the Company to the Customer each month. After such bills have been presented for service rendered during the preceding month, Customer shall make full payment within seventeen (17) days.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 844**  
**RATE FOR ELECTRIC SERVICE**  
**RAILROAD POWER SERVICE**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

This rate is available only to railroads receiving service from the Company on March 26, 1974 or to Public Agencies operating said railroads. Electricity 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 existing substations which are in service on July 16, 1987; provided, however, that electricity 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 tariff; Hammond substations at Columbia and at Carroll St., Gary substation at Third and Madison, Wickliffe substation, Furnessville substation and Michigan City substations, 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.

**RATE**

Rates charged for service rendered under this 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. Subject to the adjustments herein provided, said rate is as follows:

**Demand Charge**

\$14.52 per month per kilowatt for all kilowatts of Billing Demand.

**Energy Charge**

37.073 mills per kilowatt hour for energy used per month for the first 660 hours of the Billing Demand for the month.

34.821 mills per kilowatt hour for energy used per month in excess of 660 hours of the Billing Demand for the month.

**RATE ADJUSTMENT**

The above rates are subject to a Purchased Power Cost Adjustment Tracking Factor, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614. The Purchased Power Cost Adjustment Tracking Factor stated in Appendix A - Sheet No. 58 is applicable hereto and is issued and effective at the dates shown on Appendix A.

**ADJUSTMENT OF CHARGES FOR COST OF FUEL**

The above charges shall be adjusted for cost of fuel in accordance with the formula set forth in Rule 39 of the accompanying Rules and Regulations. See Appendix B – Sheet No. 59 for applicable Fuel Cost Charge.

Effective Date  
July 6, 2011

**RATE 844**  
**RATE FOR ELECTRIC SERVICE**  
**RAILROAD POWER SERVICE**

No. 2 of 2 Sheets

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED**

The electric service to be supplied under this rate shall be measured as to Maximum Demand and Electric Energy by suitable meters to be installed by the Company.

**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 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 demands:

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%).
- 3.

**ADJUSTMENT FOR LOAD FACTOR**

If the energy in kilowatt hours for any month is less than the product of 365 multiplied by the number of kilowatts constituting the Billing Demand for that month, then there shall be added to the Energy Payment one mill per kilowatt hour for such deficiency in kilowatt hours.

**WHERE AVAILABLE**

LAKE, LA PORTE, PORTER AND ST. JOSEPH COUNTIES, INDIANA

Effective Date  
July 6, 2011

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 1 of 9 Sheets

**TO WHOM AVAILABLE**

This is an Experimental Rate, available to INDUSTRIAL customers whose plants are located adjacent to existing electric transmission 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 5,000 kilowatts.

**CHARACTER OF SERVICE**

Customers electing service under this Rate Schedule acknowledge the Company shall not be obligated to supply firm power service for the capacity contracted for under this Rate Schedule.

The Company will make every effort to supply the energy requirements for the Customers under this Rate Schedule, either from Company generation or from other energy suppliers.

AT ALL TIMES, the price and availability of energy provided under this rate schedule shall be incremental to all other energy provided by the Company.

The Company will supply a 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 required.

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 electrical energy on the premises 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, or relaying equipment that may be supplied by the Company.

If the Customer has 60 Hertz electric generating equipment existing as of the effective date of this Rate Schedule, other than minor standby equipment for emergency use, the Customer may parallel its 60 Hertz system with the Company's 60 Hertz supply. For this existing generation synchronized to the Company's electric system, Company will continue to supply reserves to meet the East Central Area Reliability Council (ECAR) and the North American Electric Reliability Council (NERC) requirements. 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.

Issued Date

May 12, 1995

Issued By

Gary L. Neale  
Chairman, President and Chief Executive Officer  
Hammond, Indiana

Effective Date

May 4, 1995

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 2 of 9 Sheets

**HOURS OF SERVICE**

Off-Peak hours of service shall be determined by the Company, who will by written notice select the periods of time to be included in the Off-Peak Period, which periods of time shall not be less than a total of nine (9) consecutive hours or more than a total of sixteen (16) consecutive 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 periods of time so selected by the Company shall not begin earlier than 7:00 p.m. Central Standard Time (C.S.T.) and shall not end later than 11:00 a.m. C.S.T.

On-Peak hours are all other hours.

**CHARGES**

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

**Customer Charge**

The monthly customer charge shall be \$10,000.00.

**Demand Charge**

The Demand Charge per kilowatt of Billing Demand shall be as follows:

<b>Demand Charge Per Kilowatt At Delivery Voltage of:</b>		
<u>138,000</u>	<u>69,000</u>	<u>34,500</u>
\$9.50	\$9.90	\$10.15

**Energy Charge**

An hourly energy supply cost charge applied to all kWh used during the month shall be based on the average cost of the resources required to serve the hourly loads under this Rate Schedule determined as follows:

1. For energy supplied by Company generation, the hourly supply cost shall be based on the average cost of fuel for the generating unit(s) identified as serving the load under this Rate Schedule.

Issued Date

May 12, 1995

Issued By

Gary L. Neale  
Chairman, President and Chief Executive Officer  
Hammond, Indiana

Effective Date

May 4, 1995

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 3 of 9 Sheets

**CHARGES (continued)**

**Energy Charge (continued)**

2. For energy supplied by purchased power, the hourly supply cost charge will be the average of the energy charges of purchases made to serve the load under this Rate Schedule plus the applicable portion of the fixed cost of purchases made to supply this service.
3. For all energy supplied under 1 and 2 above there shall be added a charge of ten (10) mills per kWh. However, as of the effective date of this tariff sheet and continuing until Dean H. Mitchell Generating Station is certified by Company to the Commission as returned to service, this charge shall be eight (8) mills per kWh. Upon such certification to the Commission, this reduction shall be null and void and have no further effect.

Energy supplied under this Schedule shall not be subject to the charges provided for under Rule 39 of the Company's Rules and Regulations Applicable to Electric Service.

**DETERMINATION OF BILLING DEMAND**

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

1. The maximum half-hour (1/2-hour) On-Peak demand registered for the month.
2. Seventy-five percent (75%) of the contract demand.

**MINIMUM MONTHLY BILLING**

The minimum monthly billing shall be the billing demand multiplied by the Demand Charge plus the Customer Charge.

**DETERMINATION OF MAXIMUM DEMANDS**

The Customer's usage of electric energy supplied shall be recorded for each five- (5-) minute interval of the month. The Customer's demand shall be determined for each half-hour (1/2-hour) interval of the month from the recorded data, and said demand in kilowatts for each half-hour (1/2-hour) interval shall be two (2) times the number of kilowatt hours recorded during the six (6) five- (5-) minute intervals beginning on the clock half-hour (1/2-hour). The phrase "five- (5-) minute interval" shall mean each five- (5-) minute period beginning on the numbered clock as indicated by the clock controlling the metering equipment. The phrase "half-hour (1/2-hour) interval" shall mean a thirty- (30-) minute period beginning or ending on a numbered clock hour.

Issued Date

January 14, 2004

Issued By

Mark T. Maassel  
President  
Merrillville, Indiana

Effective Date

January 14, 2004

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 4 of 9 Sheets

**CUSTOMER LOAD AND COMPANY ENERGY SUPPLY COST FORECASTS**

The Customer shall furnish to the Company via electronic communication equipment by 6:00 a.m. C.S.T. each day, a forecast of the Customer's half-hourly (1/2 hourly) loads for the twenty-four (24) hour period beginning at 12:00 noon the subsequent day. In return by 8:00 a.m. C.S.T. each day the Company will provide via electronic communication equipment an estimate of the energy supply cost charge for each hour of the forecast period. In the event a forecast is not received from an individual customer, a separate energy charge based on the Company's marginal energy cost will be used for the hourly loads served to that customer for the day. Additionally, on an hourly basis by approximately one (1) hour after the clock hour the Company shall make available an output from the Company's Electric System Dispatching office (ESDO) computer which will provide the computer derived system total demand and hourly energy cost to a communication circuit provided by the Customer at its sole expense at the Company's ESDO computer. Provided, however, the Company shall, at the conclusion of each month, determine the hourly allocation of resources actually used to serve the hourly loads during the previous month under this Rate Schedule and will bill the Customer on that basis, as set forth in the "CHARGES" paragraph of this Schedule.

**OTHER CUSTOMER LOAD INFORMATION**

The Customer shall furnish the Company via electronic communication equipment by 8:00 a.m. C.S.T. Friday of each week, a statement of its estimates of the Customer's weekly load by eight (8) hour shift for the succeeding Sunday through Saturday.

**RATE ADJUSTMENT**

The service provided hereunder will be subject to Rate Adjustment trackers at such time as may be approved by the Indiana Utility Regulatory Commission.

This Rate is also subject to an adjustment for any charges the Company is assessed by ECAR and/or NERC or any agency having jurisdiction relative to existing or future control performance criteria. Such adjustment will be submitted for approval to the appropriate regulatory agency.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Cost Recovery Mechanism Factor set forth in Rule 47 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Cost Recovery Mechanism Factor stated in Appendix D, Sheet No. 59B, is applicable hereto and is issued and effective at the dates shown on Appendix D.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

Issued Date

November 26, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

November 26, 2002

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 5 of 9 Sheets

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

**NOTIFICATION OF CURTAILMENT**

The Company shall have the right to curtail the service under this Rate Schedule either partially or totally in the event generation or purchases for this incremental service become unavailable. The Company shall provide at least thirty (30) minutes of advance notice before curtailing service.

If service under this Schedule is taken in conjunction with service under the Company's Firm Rate Schedules 832 or 833, the Temporary Power and Surplus Capacity provisions of said Rate Schedules shall not be available to the Customer.

**PENALTY FOR CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT**

A Customer is deemed to have failed to curtail load when the Customer's current integrated demand, as measured by the meters installed by the Company, has not been reduced within thirty (30) minutes after notification of curtailment.

Demand use in excess of that permitted under "curtailment" shall be subject to \$50.00 per kilowatt penalty per curtailment during the billing period, in addition to normal billing charges, for all electric service taken in excess of contract curtailment limitations.

Excess Demand is defined as that demand (KW) which was contracted for curtailment and was not curtailed upon request.

Current total integrated demand is defined as that amount of electrical energy supplied in the half-hour (1/2 hour) period preceding the request for curtailment, but not to exceed the amount of capacity specified in the contract for firm electric service.

**DETERMINATION OF LAGGING REACTIVE KILOVOLT AMPERES**

The Customer's requirements in Lagging Reactive Kilovolt Amperes shall be determined for each half-hour (1/2 hour) interval of the month and shall be two (2) times the number of Lagging Kilovolt Amperes recorded during such half-hour (1/2 hour) interval.

Effective Date  
July 6, 2011

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 6 of 9 Sheets

**DETERMINATION OF LAGGING POWER FACTOR**

The power factor shall be calculated for each half-hour (1/2 hour) interval for the month from the kilowatt-hours "A", as obtained from the metering equipment, and the Lagging Reactive Kilovolt Ampere Hours "B", as defined above, which are used in the same half-hour (1/2 hour) interval, by the following formula:

$$\text{Power Factor} = A \text{ divided by square root of } ( A \text{ squared } + B \text{ squared } )$$

The Peak Power Factor (PPF) is defined as the Power Factor at the time of the Customer's Maximum On-Peak Demand for the month.

**ADJUSTMENT FOR POWER FACTOR**

For PPFs of less than 95% lagging, an amount equal to the Maximum On-Peak Demand multiplied by the factor equal to:

$$( \$\text{-Voltage Factor} ) \text{ times the square root of } [ ( ( 1 \text{ divided by the PPF } ) \text{ squared } - 1 ) \text{ minus } ( ( 1 \text{ divided by } 0.95 ) \text{ squared } - 1 ) ]$$

shall be added to the Customer's bill.

The \$-Voltage Factors are as follows for delivery voltage of:

138,000 -- \$0.39                      69,000 -- \$0.60                      34,500 -- \$0.51

For PPFs equal to or in excess of 95% lagging, no adjustment shall be made to the Customer's bill.

The Customer shall not operate its system so as to cause or perpetuate a leading power factor. If, however, Customer has a leading power factor during the Off-Peak hours, an additional amount equal to the product of the half-hour (1/2 hour) Off-Peak Maximum Leading Reactive Kilovolt Amperes times \$0.94 shall be added to the Customer's bill.

**ADJUSTMENT FOR TAXES**

The Customer shall be billed for any increase or decrease in the Indiana Gross Income Tax from the base of 1.15% which applies to the net bill.

When the Indiana Supplemental Corporate Income Tax Rate is increased or decreased from the present base of 4%, the kilowatt demand charge shall be likewise increased or decreased by 1 cent per kilowatt for each 1/2% change in the tax rate.

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Gary L. Neale  
Chairman, President and Chief Executive Officer  
Hammond, Indiana

May 4, 1995

**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 7 of 9 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract**

Contracts entered into before December 31, 1995 under this rate schedule shall be made for a term of five (5) years from the date of the Indiana Utility Regulatory Commission approval of this Rate Schedule, during which time the Company shall be the sole supplier of capacity and energy used at Customer's facility, absent the written agreement of the Company to the contrary. The term of any contract entered into after December 31, 1995 will be determined solely by the Company.

In such contract it shall be proper to include such provisions, if any, as may be agreed upon between the Company and the Customer with respect to services to be furnished hereunder, including but not limited to, the electrical capacity to be supplied, voltage to be supplied, facilities to be provided by each party, and provisions for a termination period.

**2. Metering**

The electric energy to be used under the terms of this schedule shall be measured at the delivery voltage as to maximum demand, use of electric energy and power factor determination, through metering equipment to be located in a building or buildings approved by the Company and furnished by the Customer on the Customer's premises. The Company shall own, furnish and install the necessary metering equipment. All bills, other than bills for the minimum payments, shall be computed from usage data obtained from the metering equipment. The meters installed on the Customer's premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

The Company shall, at all times, have the right to inspect and test the metering equipment, 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 metering equipment so that the Customer may have its representative present, if desired. Any metering equipment 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 (1) percent, such metering equipment shall be adjusted to be as nearly correct as possible, and the reading of such meter previously taken shall be corrected accordingly 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

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**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 8 of 9 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**2. Metering (continued)**

between the date of such test and the date of the last prior test showing the meter to be within one (1) percent accurate, nor more than forty-five (45) days, 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 metering equipment in service or the metering equipment 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 preceding the time the metering equipment is out of service. The Customer shall also have the right to require a test of such metering equipment at reasonable intervals upon giving notice of its desire to have such test made by the Company.

The properly authorized agents of the Company, displaying the official badge of the Company, shall at all hours have access to said premises for the purpose of examining, repairing, or removing its metering equipment and other property, and delivering notices hereunder, and no one who is not an agent of the Company shall be permitted to handle, remove, or tamper with the same, except in an emergency. In order that only duly qualified agents of the Company may have access to the Company's equipment on the Customer's property, the Company from time to time shall furnish the Customer with a list of the names of the employees or name of the crew foreman, so that the gatekeeper of the Customer will immediately pass those employees so certified.

**3. Resale**

No energy sold by the Company to the Customer hereunder shall be resold by it or supplied to any other person or corporation without the written consent of the Company.

**4. Discontinuance of Service**

In addition to its other legal and equitable remedies, the Company shall have the right to cut off and discontinue the supply of electric energy and remove its metering equipment and other property when any bill is in arrears, overdue or in default, or upon violation by the Customer of any of the terms or conditions of the contract.

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**RATE 845  
RATE FOR ELECTRIC SERVICE  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 9 of 9 Sheets

**GENERAL TERMS AND CONDITIONS OF SERVICE (continued)**

**5. Curtailments for Emergency Repairs or Line Extensions**

The Company reserves the right to interrupt service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric energy for eight (8) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten days' (240 hours') notification previous to the hour of cut-off is given the Customer of such intention.

**6. Rules and Regulations**

The Company's General Rules and Regulations Applicable to Electric Service are applicable to service supplied hereunder.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

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**RIDER 846  
ECONOMY ENERGY TRANSACTION RIDER  
TO RATE 845  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 1 of 3 Sheets

**TO WHOM AVAILABLE**

This is an Experimental Rider to Rate Schedule 845. This Rider is available to Industrial Power Customers taking service under Rate Schedule 845 for increased energy purchases occasioned only by the Customer's reduced utilization of Customer owned internal electric generation fueled with nonrenewable energy resources, such as, but not limited to, natural gas, oil, propane, coal, and coal by-products.

**CONTRACT**

Service under this Rider requires a contract between the Customer and the Company. The contract shall state the net demonstrated capability of the Customer's generation capacity which shall be the maximum amount of power the Customer may purchase under this Rider. The contract will provide for periodic verification of net demonstrated capability of Customer's generation during the term of the contract.

**AVAILABILITY OF POWER**

The Company has no obligation to serve load under this Rider but will make every effort to do so either from Company Generation or from other energy suppliers.

**CUSTOMER FORECAST AND ACTUAL GENERATION**

The Customer shall furnish to the Company via electronic communication equipment by 6:00 a.m. C.S.T. each day, a forecast of the Customer's anticipated internal electric generating capacity and their anticipated usage of that capacity for each half-hour (1/2 hour) for the twenty-four (24) hour period beginning at 12:00 noon the subsequent day. In addition, by 5:00 p.m. C.S.T. each day the Customer will provide via electronic communication equipment a schedule of actual internal electric generating capacity available to the Customer as well as the amount of internal generating capacity utilized to serve the Customer's demand for each half-hour (1/2 hour) of the previous day beginning at 12:00 noon C.S.T.

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**RIDER 846  
ECONOMY ENERGY TRANSACTION RIDER  
TO RATE 845  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 2 of 3 Sheets

**CHARGES**

**Administrative Charge**

The monthly administrative charge shall be \$1,000.00 for service under this Rider.

**Energy**

All energy served under this Rider shall be included with the energy under Rate Schedule 845 and will be billed the applicable Energy Charge of Rate Schedule 845.

Energy supplied under this Rider shall not be subject to the charges provided for under Rule 39 of the Company's Rules and Regulations Applicable to Electric Service.

**Demand Adjustment**

Billings for Demand under Rate Schedule 845 shall be based on the maximum half-hour (1/2 hour) demands used, which shall be reduced by the amount of available demonstrated capability that the Customer is not generating during the half-hour (1/2 hour) demand period.

**RATE ADJUSTMENT**

The service provided hereunder will be subject to Rate Adjustment trackers at such time as may be approved by the Indiana Utility Regulatory Commission.

**NOTIFICATION OF CURTAILMENT**

The Company shall have the right to curtail the service under this Rate Schedule either partially or totally in the event generation or purchases for this Rider become unavailable. The Company shall provide at least ten (10) minutes of advance notice before curtailing service in order to allow the Customer an opportunity to supply its requirements from internal generation.

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**RIDER 846  
ECONOMY ENERGY TRANSACTION RIDER  
TO RATE 845  
INDUSTRIAL FIRM INCREMENTAL  
POWER SERVICE**

No. 3 of 3 Sheets

**PENALTY FOR CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED CURTAILMENT**

A Customer is deemed to have failed to curtail load when the Customer's current integrated demand, as measured by the meters installed by the Company, has not been reduced within ten (10) minutes after notification of curtailment.

Demand use in excess of that permitted under "curtailment" shall be subject to \$50.00 per kilowatt penalty per curtailment during the billing period, in addition to normal billing charges, for all electric service taken in excess of contract curtailment limitations.

Excess Demand is defined as that demand (KW) which was being taken from the Company under this Rider and was not curtailed upon request.

Current total integrated demand is defined as that amount of electrical energy supplied in the half-hour (1/2 hour) period preceding the request for curtailment.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**DEMAND SIDE MANAGEMENT FACTOR**

The above rates are subject to a Demand Side Management factor set forth in Rule 52 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Regulatory Commission approved May 25, 2011 in Cause No. 43618. The Demand Side Management Factor stated in Appendix G, Sheet No. 59E is applicable hereto and is issued and effective at the date shown on Appendix G.

Effective Date  
July 6, 2011

**RIDER 848.2**  
**ECONOMIC DEVELOPMENT RIDER TO GENERAL SERVICE – LARGE USE,**  
**OFF-PEAK SERVICE, AND INDUSTRIAL POWER SERVICE**  
**RATE SCHEDULES 824, 826, 832, AND 833**

No. 1 of 5 Sheets

**TO WHOM AVAILABLE**

This is a Rider to Rate Schedules 824, 826, 832 and 833.

This Economic Development Rider is available to Industrial and Commercial Customers for new or increased service requirements that result in increased employment opportunities, which are new to the Company's electric service territory and whose plants are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements. Applicants must demonstrate that, absent the availability of this Rider, this new service requirement and the resultant employment opportunities would be located outside of the Company's electric service territory. Increased service requirements that 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 shall commence subsequent to the effective date of the contract providing for service under the appropriate rate schedule between the Customer and Company and shall terminate sixty (60) months from the effective date of the contract or initial billing under the rider, whichever is later.

In the event of any rate increase, existing customers and their associated existing electric rates will not be affected by the awarding of any contract under this rider, as potential effects associated with the awarding of any Contract will be borne in that case by the Company.

**CONTRACT**

Service under this Rider requires a contract between the Customer and the Company. Customer shall make every effort to commence service under this rider as close to the effective date of the contract as possible. The contract shall set forth monthly base period kilowatts and kilowatt-hours, which shall be deemed those actually used during the preceding twelve (12) months. If new or increased Company facilities are required, the Customer shall be responsible for same in compliance with the Company's line extension policies in effect at the time of the contract execution.

**RATE**

For qualifying existing Customers with electric service and energy 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 requirements shall be

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Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

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**RIDER 848.2**  
**ECONOMIC DEVELOPMENT RIDER TO GENERAL SERVICE – LARGE USE,**  
**OFF-PEAK SERVICE, AND INDUSTRIAL POWER SERVICE**  
**RATE SCHEDULES 824, 826, 832, AND 833**

No. 2 of 5 Sheets

**RATE (Continued)**

deemed the Customer's base load and will be billed on the appropriate Rate Schedule. For the energy requirements of qualifying new Customers, and for the non-base load service and energy 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:

- 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
- Year 4 Contract Up to 20% of the increased base rate charges
- Year 5 Contract Up to 10% of the increased base rate charges

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 minimum billing provisions of the base rate.

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 expanded load. As an alternative to the above discount tiers and at the Company's sole discretion, the Company may elect to offer levelized percentage discounts up to the maximum allowed over the 5-year contract period.

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**ECONOMIC DEVELOPMENT RIDER TO GENERAL SERVICE – LARGE USE,**  
**OFF-PEAK SERVICE, AND INDUSTRIAL POWER SERVICE**  
**RATE SCHEDULES 824, 826, 832, AND 833**

No. 3 of 5 Sheets

**RATE (Continued)**

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 as follows 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 20.
2. New electrical demand: minimum 100 kW.
3. Customer documentation/certification to be provided noting "Customer is considering other specific locations as alternate locations for their planned new facility or expansion which affects (1) and (2) above".

**QUALIFYING CRITERIA**

Incentives awarded under the terms and conditions of this Rider to eligible Customers as determined by the Company using the guidelines as listed above in Eligibility Thresholds shall be dependent upon the number and degree of fulfillment attained of the following criteria. The Company shall have the final determination of all incentives based on the determination of issues deemed most beneficial to all stakeholders.

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**RIDER 848.2**  
**ECONOMIC DEVELOPMENT RIDER TO GENERAL SERVICE – LARGE USE,**  
**OFF-PEAK SERVICE, AND INDUSTRIAL POWER SERVICE**  
**RATE SCHEDULES 824, 826, 832, AND 833**

No. 4 of 5 Sheets

**QUALIFYING CRITERIA (continued)**

1. **Power Use Characteristics**
  - a. High-efficiency, end-use equipment and construction technologies.
  - b. High load-factor operations
  - c. "Off-peak" operating capability.
  
2. **Site Specific Discounts**
  - a. Brown field site redevelopment.
  - b. Community designated development or redevelopment zone.
  - c. Industrial park location where municipal utilities, zoning and streets already exist.
  - d. Utilization of existing industrial sites.
  - e. Proximity to existing Company facilities.
  - f. Loading of existing Company facilities.

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**OFF-PEAK SERVICE, AND INDUSTRIAL POWER SERVICE**  
**RATE SCHEDULES 824, 826, 832, AND 833**

No. 5 of 5 Sheets

**CUSTOMERS SERVED UNDER RIDER 848.2**

<b>Contract Customer</b>	<b>Contract Termination (Billing Cycle Ending)</b>
Paragon Medical Inc.	May 2011
Martin's Super Markets Inc.	June 2011
Pepsi Cola General Bottlers Inc.	August 2011
S&S Plastics Inc.	April 2012
Adkev Inc.	June 2012
Nishikawa Standard Co.	July 2012
Medallion Cabinetry Inc.	August 2012
Multi-Plex Inc.	September 2012
Zentis Food Solutions	October 2012
Hanson Cold Storage Co of Indiana	December 2012
MPI International Inc.	January 2013
Zimmer Inc	January 2013
Royal Crown Limited	June 2013
Benteler Industries Inc.	June 2013
Electric Coating Technologies	July 2013
Diamond/Midwest Inc.	July 2013
Ice River Springs Kentland LLC	August 2013
Huhtamaki Company Manufacturing	August 2013
Monosol LLC	December 2013
Indiana Melting & Manufacturing	December 2013
Univertical Corp.	June 2015

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**RIDER 849**  
**DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 1 of 21 Sheets

**TO WHOM AVAILABLE**

Available to a Customer on Rate 823, 824, 825, 826, 832, 833, 834, 835, 836 and/or 845 or their successor rates who has a sustainable ability to reduce its energy requirements through indirect participation in the Midwest Independent Transmission System Operator, Inc. (“Midwest ISO”) wholesale energy market by managing its electric usage as described by the Midwest ISO. The Customer or Aggregator of Retail Load (“ARC”) shall enter into a written Standard Service Agreement (“Service Agreement”) 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 Midwest ISO rules change and do not permit load used by the Company as a load modifying resource (“LMR”) to also participate as a 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. 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.
ASM:	Ancillary Services Market which includes the market for Demand Response Resources.
BPM:	Business Practices Manual currently in effect at Midwest ISO.
Consumption Baseline:	The default calculation of the Consumption Baseline (“CBL”) shall be calculated pursuant to the relevant BPM or Midwest ISO tariff currently in effect at Midwest ISO. 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.
Curtailment Amount:	The amount of load the Customer/ARC reduces from its Consumption Baseline.

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**RIDER 849**  
**DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 2 of 21 Sheets

**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 Adjustment Clause) and approved by the Commission.

Midwest ISO: Midwest Independent Transmission System Operator, Inc.

**MINIMUM CURTAILMENT AMOUNT**

Customer/ARC shall provide at least 1 MW Curtailment Amount. ARCs may aggregate to meet the 1 MW Curtailment Amount minimum.

**LOAD CURTAILMENT AMOUNT**

Customer/ARC shall elect to participate in this Rider by choosing to reduce energy usage below a specified Consumption Baseline by a fixed reduction amount. Customer/ARC and Company shall enter into a Service Agreement (Attached as Attachment B) 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 method. The Midwest ISO default baseline shall be available as a choice for Customer/ARC.

Midwest ISO will request implementation of this program at applicable times through its dispatch process. On such a Midwest ISO request, as relayed by Company, Customers or customers of ARCs electing this option agree to reduce energy usage below their Consumption Baseline 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. 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 Midwest ISO 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.

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**RIDER 849**  
**DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 3 of 21 Sheets

**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 Midwest ISO registration requirements. Once approved for participation, the Customer/ARC must enter into the Company provided Service Agreement, which shall be no more than one-year in duration. This Service Agreement shall be renewed for up to two additional one-year terms subject to the right of either party to provide notice of termination 60-days prior to the expiration of the initial or any subsequent term.

In accordance with Midwest ISO's requirements, the Company shall have the right to perform a measurement and verification test prior to participation in this tariff 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 Midwest ISO Tariff and/or BPMs. As the MP, NIPSCO 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 tariff 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 Midwest ISO 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 ARC Service Agreement 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. NIPSCO 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. Central Standard Time 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 no offer 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 Midwest ISO. The annual registration fee shown on Attachment A must be paid to the Company with submittal of the registration information.

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**RIDER 849**  
**DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 4 of 21 Sheets

**OFFERS** (continued)

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. Central Standard Time for submittal to Midwest ISO by the Company. This time may be later at the Company's sole discretion. Up to fifteen offer changes per month shall be entered at no charge to the Customer/ARC. Attachment A outlines the charges for subsequent offer changes.

**MIDWEST ISO PERFORMANCE REQUIREMENTS**

Performance requirements are stated in the BPM and the Midwest ISO 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 Midwest ISO in effect and as may be amended from time-to-time. Participating Customers or ARCs must be able to accept dispatch instructions via an electronic interface.

**PROCEDURES**

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

**MARKET PARTICIPANT**

The Company shall be the MP to Midwest ISO 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 A which may be amended from time to time with approval by the Commission utilizing the 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 reduce load in accordance with the Service Agreement, Midwest ISO may charge the Company a penalty for failure to perform. Such penalty will be imposed on the Customer/ARC. The Company shall take its fee for offers cleared as indicated in Attachment A and subtract the Midwest ISO penalty or fee from the net of that amount.

If the Customer/ARC fails to comply with the provisions of the Curtailment Amount under this Rider, the Company and the Customer/ARC will discuss methods to comply during future events. If the Midwest ISO 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 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.

Issued Date

Effective Date

March 4, 2011

March 4, 2011

**RIDER 849**  
**DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

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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 will reflect settlements between the Company and Midwest ISO through the most recent weekly net settlement invoice prior to the regular monthly bill. A true-up shall take place on the bill following any additional settlement from Midwest ISO. The Company shall pay the ARC for the amount of the demand reduction as specified in the Service Agreement. The initial payment to ARCs shall take place 10 days following the end of the calendar month and shall include the weekly net settlement invoices between the Company and Midwest ISO for the calendar month. A true-up shall take place with the ARC following any additional settlement from Midwest ISO as reflected in the Service Agreement.

**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 Midwest ISO, 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 electric tariff and its 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.

Issued Date

March 4, 2011

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**RIDER 849**  
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**Attachment A**

**Administrative Fees**

**DRR 1**

Annual Registration with NIPSCO	\$1,000
Additional Day Ahead Offer (Over 15 per calendar month) Entry Changes (per entry)	\$100

For offers cleared by Midwest ISO: MFRR + 5% of customer settlement

Issued Date

March 4, 2011

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**DRR Type I Energy Service Agreement**

This DRR Type I 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 NIPSCO Rider \_\_\_\_ (“Rider \_\_\_\_”) and the General Rules and Regulations for Electric Service (“Tariff”) and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission and as amended from time to time. Definitions contained in Rider \_\_\_\_ and the Tariff are incorporated herein by reference.

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

3. This Agreement supersedes and replaces any and all other DRR 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 consent of both parties. Customers will be responsible for 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 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 the Midwest ISO for DRR Type I resources, as this term is defined by Midwest ISO, as specified in all applicable Midwest ISO Business Practice Manuals (“BPMs”).

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

Issued Date

March 4, 2011

Effective Date

March 4, 2011

**RIDER 849**  
**DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

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**DRR Type I 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 Midwest ISO regarding Customer's DRR Type I 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 Midwest ISO dispatch instruction. Deviations in load reductions above or below the dispatch amount may result in charges as described in the applicable BPM(s).
3. **ENERGY COMMITMENT STATUS AND OTHER DAILY CHANGES TO OFFERS:** Customer may update their Energy Commitment Status (“Participating” or “Not Participating”) daily through correspondence with NIPSCO as updated. Status updates must be received by 8:30 AM Central Standard Time. Energy Commitment Status may be changed daily with no additional charge to the Customer. Customers 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 AM Central Standard Time the day prior to the day the status or parameter change will be effective. Customer shall be entitled to fifteen (15) 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 I 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 change. All changes are subject to Midwest ISO 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 Midwest ISO BPM(s). All costs are subject to Midwest ISO specified limits and Midwest ISO 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 AM Central Standard Time 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 Midwest ISO for the DRR Type I resource.

NIPSCO will utilize the baseline method as spelled out in Rider\_\_\_\_\_. The Baseline Load will be provided to the Customer by 4:30 PM CST following the DRR Type I Event. Customer may curtail by the fixed reduction amount.

Issued Date

Effective Date

March 4, 2011

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**RIDER 849**  
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6. ENERGY SETTLEMENT:

- a. Customer will be eligible for compensation for load reduction for participating in a DRR Type I Event when cleared and dispatched. The Midwest ISO 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 Midwest ISO imposed cost is incurred as a result of the DRR Type I participation. In the event of such additional costs, NIPSCO shall provide supporting documentation to Customer upon request.
- c. All Midwest ISO charges for non-compliance will be Customer 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 Customer through a bill credit as specified in Rider \_\_\_\_\_.
- d. In the event that the amount specified in 5 (c) for the month is greater than the amount due to the Customer for the month in 5 (a) less any reductions as a result of 5 (b), a DRR Type I Debit (“Debit”) for the appropriate amount shall appear on the Customer’s bill as specified in Rider \_\_\_\_\_.
- e. In the event that a Customer has a Debit on its bill as described in 5 (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 I Event Credits or Debits on its NIPSCO-issued electric bill. Depending on the Customer’s billing cycle and when DRR Type I 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 \_\_\_\_\_.

7. POWER INTERRUPTION: If power is interrupted to Customer during a DRR Type I Event, then NIPSCO shall not be responsible for paying DRR Type I Event Credit for energy reductions in excess of the amount received by NIPSCO from Midwest ISO. In addition, Customer will not be exposed to any charges for excessive energy from Midwest ISO. 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, Customer shall not receive any DRR Type I Event Credit for any DRR Event excluded pursuant to the Midwest ISO Tariff or BPMs.

Issued Date

Effective Date

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**RIDER 849**  
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8. CUSTOMER MAINTENANCE: Midwest ISO rules apply.

9. DAILY CURTAILMENT EVENT LIMITS: If Customer desires only one 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 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 the Midwest ISO 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 Midwest ISO requirements. The cost of incremental metering and communication equipment needed to fulfill Midwest ISO 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 the Midwest ISO.

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.

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.

Issued Date

March 4, 2011

Effective Date

March 4, 2011

**RIDER 849**  
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13. FORCE MAJEURE (continued)

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:

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 Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

Issued Date

Effective Date

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With a copy to:

\_\_\_\_\_  
 \_\_\_\_\_

Attention:

\_\_\_\_\_  
 \_\_\_\_\_

16. **TERM OF CONTRACT and TERMINATION:** The initial term of this contract will be one (1) year from the commencement of Customer participation, as defined above. This Service Agreement shall be renewed for up to two additional one-year terms subject to the right of either party to provide notice of termination 60-days prior to the expiration of the initial or any subsequent term. If the Customer/ARC fails to comply with the provisions of the Curtailment Amount under Rider\_\_\_\_\_, the Company and the Customer/ARC will discuss methods to comply during future events. If the Midwest ISO 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 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.

17. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, Customer and NIPSCO 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/NIPSCO under this Agreement, (b) any act or omission of Customer/NIPSCO, whether based upon Customer's/NIPSCO'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/NIPSCO'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.

For Customer	For NIPSCO
Printed	Printed
Date	Date

Issued Date

March 4, 2011

Effective Date

March 4, 2011

**RIDER 849**  
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**Definitions**

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider_____.
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailement Amount	The amount of load reduced from the Consumption Baseline.
DRR Event	When an offer is cleared by Midwest ISO and the ARC is eligible for Credits or Debits based on its compliance or non-compliance.
DRR Event Credit	Money due to the ARC for compliance in a DRR Type I Event
DRR Event Debit	Money due from the ARC for non-compliance in a DRR Type I 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 if further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Adjustment Clause) and approved by the Commission.

Issued Date

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Effective Date

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**Aggregator of Retail Services**  
**DRR Type I Energy Service Agreement**

This DRR Type I Energy Service Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Date”) and is between \_\_\_\_\_ serving as an Aggregator of Retail Services (“ARC”) for customers receiving service from the Northern Indiana Public Service Company (“NIPSCO” or “Company”) as identified on the ARC information page (hereafter the “ARC”) and NIPSCO (collectively the “Parties”).

**General Terms and Conditions**

1. This Agreement is subject to the terms and conditions of NIPSCO Rider \_\_\_\_ (“Rider \_\_\_\_”) and the General Rules and Regulations for Electric Service (“Tariff”) and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission and as amended from time to time. Definitions contained in Rider \_\_\_\_ and the Tariff are incorporated herein by reference.
2. Service under Rider \_\_\_\_ shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the DRR Type I offer by Midwest ISO, (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, (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 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 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.
6. The ARC shall be subject to testing and metering requirements of the Midwest ISO for DRR Type I resources, as this term is defined by Midwest ISO, as specified in the all applicable Midwest ISO Business Practice Manuals (“BPMs”).

Issued Date

March 4, 2011

Effective Date

March 4, 2011

**RIDER 849**  
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7. Customer load 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 I 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 Midwest ISO regarding the ARC's DRR Type I 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 Midwest ISO 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 ARC may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO. Status updates must be received by 8:30 AM Central Standard Time. 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 AM Central Standard Time the day prior to the day the status or parameter change will be effective. The ARC shall be entitled to fifteen (15) offer entry changes per calendar month at no additional charge to the ARC. The ARC shall pay \$100 for each additional change, which shall be invoiced to the ARC monthly and will first be netted against any settlement due to the ARC as a result of a DRR Type I 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 change. All changes are subject to Midwest ISO limitations and will not permanently update the ARC's default offer unless specified by the ARC. Further, if the ARC's status changes and the ARC cannot provide load reduction as offered, the ARC must immediately notify NIPSCO. The ARC is responsible for meeting all offer obligations when the offer is cleared.
4. **ARC OFFER COST PARAMETERS:** Customer may specify changes to its default offer parameters for each hour as specified in relevant Midwest ISO BPM(s). All costs are subject to Midwest ISO specified limits and Midwest ISO 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 AM Central Standard Time 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.

Issued Date

March 4, 2011

Effective Date

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5. MEASUREMENT and VERIFICATION: Upon registration by the ARC, NIPSCO shall request a settlement CP node from Midwest ISO for the DRR Type I resource. NIPSCO will utilize the baseline method as spelled out in Rider \_\_\_\_\_. The Baseline Load will be provided to the ARC by 4:30 PM CST following the DRR Type I 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 I event when cleared and dispatched. The Midwest ISO settlement information will be used as the basis for DRR Type I 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 Midwest ISO costs are incurred as a result of the DRR Type I participation. In the event of such additional costs, NIPSCO shall provide documentation to the ARC upon request.
- c. All Midwest ISO 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 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 DRR Type I Event Credit (“Credit”) as specified in Rider \_\_\_\_\_.
- d. In the event that the amount specified in 5 (c) for the month is greater than the amount due to the ARC for the month in 5 (a) less any reductions as a result of 5 (b), a DRR Type I Event Debit (“Debit”) for the appropriate amount shall appear on the ARC’s invoice as specified in Rider \_\_\_\_\_.
- e. In the event that the ARC has a Debit on its invoice as described in 5(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 Credits or Debits as specified in Rider \_\_\_\_\_. 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 Customer disputes any payments and/or charges reflected on the NIPSCO-issued bill. 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 \_\_\_\_\_.

Issued Date

March 4, 2011

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March 4, 2011

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7. **POWER INTERRUPTION:** If power is interrupted to individual Customer(s) during a DRR Type I Event, then NIPSCO shall not be responsible for paying the ARC for energy reductions in excess of the amount received by NIPSCO from Midwest ISO. In addition, neither the Customer nor the ARC shall be exposed to any charges for excessive energy from Midwest ISO. 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 DRR Event excluded pursuant to the Midwest ISO Tariff or BPMs.

8. **CUSTOMER MAINTENANCE:** Midwest ISO rules apply.

9. **DAILY CURTAILMENT EVENT LIMITS:** If ARC desires only one 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 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 Midwest ISO 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 Midwest ISO requirements. The cost of incremental metering and communication equipment needed to fulfill Midwest ISO requirements will be paid by Customer or ARC and NIPSCO shall be the owner of the metering equipment once it is installed.

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 I 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 I Program" signed by the Customer and ARC. With each submission of a "Notice to Add or Delete Customers Participating in the DRR Type I 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 I 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 Midwest ISO.

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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.

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.

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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:

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 Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

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18. **TERM OF CONTRACT and TERMINATION:** The initial term of this contract will be one (1) year from the commencement of Customer participation, as defined above. This Service Agreement shall be renewed for up to two additional one-year terms subject to the right of either party to provide notice of termination 60-days prior to the expiration of the initial or any subsequent term. If the Customer/ARC fails to comply with the provisions of the Curtailment Amount under Rider \_\_\_\_\_, the Company and the Customer/ARC will discuss methods to comply during future events. If the Midwest ISO 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 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.

19. **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 (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 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.

For Customer	For NIPSCO
Printed	Printed
Date	Date

Issued Date

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**Definitions**

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider_____.
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailement 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 I Event	When an offer is cleared by Midwest ISO and the ARC is eligible for Credits or Debits based on its compliance or non-compliance.
DRR Type I Event Credit	Money due to the ARC for compliance in a DRR Type I Event
DRR Type I Event Debit	Money due from the ARC for non-compliance in a DRR Type I 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 if further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Adjustment Clause) and approved by the Commission.

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**AVAILABILITY**

Available to a Customer on Rate 823, 824, 825, 826, 832, 833, 834, 835, 836 and/or 845 or their successor rates who has a sustainable ability to reduce its energy requirements through indirect participation in the Midwest Independent Transmission System Operator, Inc. (“Midwest ISO”) wholesale energy market by managing its electric usage as described by the Midwest ISO. The Customer or Aggregator of Retail Load (“ARC”) shall enter into a written Standard Service Agreement (“Service Agreement”) 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. Load that is participating in the Company’s other interruptible or curtailment riders may only participate as an EDR and as a load modifying resource (“LMR”) if it meets the LMR requirements as set forth by Midwest ISO and is consistent with the provisions of Company’s interruptible or curtailment riders. Such 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 Midwest ISO.
Consumption Baseline:	The default calculation of the Consumption Baseline (“CBL”) shall be calculated pursuant to the relevant BPM or Midwest ISO tariff currently in effect at Midwest ISO. 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.
Curtailment Amount:	The amount of load the Customer/ARC reduces from its Consumption Baseline.
EDR	Emergency Demand Response, an energy-only type of demand response resource as defined by Midwest ISO.
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 Adjustment Clause) and approved by the Commission.
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**DEFINITIONS (continued)**

Midwest ISO: Midwest Independent Transmission System Operator, Inc.

**MINIMUM CURTAILMENT AMOUNT**

Customer/ARC shall provide at least 1 MW Curtailment Amount. ARCs may aggregate to meet the 1 MW Curtailment Amount minimum.

**LOAD CURTAILMENT AMOUNT**

Customer/ARC shall elect to participate in this Rider by choosing to reduce energy usage below a specified Consumption Baseline to a firm demand level or by a fixed reduction amount. Customer/ARC and Company shall enter into a Service Agreement (Attached as Attachment B) 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 method. The Midwest ISO default baseline shall be available as a choice for Customer/ARC.

**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 Midwest ISO Business Practice Manuals (“BPMs”) and the Company’s tariff.

Midwest ISO will request implementation of this program at applicable times through its dispatch process. On such a Midwest ISO 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 Consumption Baseline 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. .

Midwest ISO will request implementation of this program at applicable times through its dispatch process. On such a Midwest ISO request, as relayed by Company, Customers or customers of ARCs electing this option agree to reduce 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 Midwest ISO 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,

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**COMMUNICATIONS AND METERING REQUIREMENTS (continued)**

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 Midwest ISO registration requirements. Once approved for participation, the Customer/ARC must enter into the Company provided Service Agreement, which shall be no more than one-year in duration. This Service Agreement shall be renewed for up to two additional one-year terms subject to the right of either party to provide notice of termination 60-days prior to the expiration of the initial or any subsequent term.

In accordance with Midwest ISO's requirements, the Company shall have the right to perform a measurement and verification test prior to participation in this tariff 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 Midwest ISO Tariff and/or BPMs. As the MP, NIPSCO 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 tariff 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 Midwest ISO 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 ARC Service Agreement 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. NIPSCO 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. Central Standard Time 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 no offer will be made for that hour.

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**OFFERS (continued)**

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. If the generation resource designated under this tariff 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 Midwest ISO. The annual registration fee shown on Attachment A 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. Central Standard Time for submittal to Midwest ISO by the Company. This time may be later at the Company’s sole discretion. Up to fifteen offer changes per month shall be entered at no charge to the Customer/ARC. Attachment A outlines the charges for subsequent offer changes.

**MIDWEST ISO PERFORMANCE REQUIREMENTS**

Performance requirements are stated in the BPM and the Midwest ISO 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 Midwest ISO in effect and as may be amended from time-to-time. Participating Customers or ARCs must be able to accept dispatch instructions via an electronic interface.

**PROCEDURES**

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

**MARKET PARTICIPANT**

The Company shall be the MP to Midwest ISO 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 A which may be amended from time to time with approval by the Commission utilizing the 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 reduce load in accordance with the Service Agreement, Midwest ISO may charge the Company a penalty for failure to perform. Such penalty will be imposed on the Customer/ARC. The Company shall take its fee for offers cleared as indicated in Attachment A and subtract the Midwest ISO penalty or fee from the net of that amount.

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**PENALTY FOR FAILURE TO PERFORM (continued)**

If the Customer/ARC fails to comply with the provisions of the Curtailment Amount under this Rider, the Company and the Customer/ARC will discuss methods to comply during future events. If the Midwest ISO 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 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 will reflect settlements between the Company and Midwest ISO through the most recent weekly net settlement invoice prior to the regular monthly bill. A true-up shall take place on the bill following any additional settlement from Midwest ISO. The Company shall pay the ARC for the amount of the demand reduction as specified in the Service Agreement. The initial payment to ARCs shall take place 10 days following the end of the calendar month and shall include the weekly net settlement invoices between the Company and Midwest ISO for the calendar month. A true-up shall take place with the ARC following any additional settlement from Midwest ISO as reflected in the Service Agreement.

**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 Midwest ISO, 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 electric tariff and its 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**

**Administrative Fees**

**EDR**

Annual Registration with NIPSCO	\$1,000
Additional Day Ahead Offer (Over 15 per calendar month) Entry Changes (per entry)	\$100

For offers cleared by Midwest ISO: MFRR + 5% of customer settlement

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**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 \_\_\_\_ (“Rider \_\_\_\_”) and the General Rules and Regulations for Electric Service (“Tariff”) and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission and as amended from time to time. Definitions contained in Rider \_\_\_\_ and the Tariff are incorporated herein by reference.

2. Service under Rider \_\_\_\_ shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the EDR offer by Midwest ISO, (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, (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 consent of both Parties. Customers will be responsible for 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 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 the Midwest ISO for EDR resources, as this term is defined by Midwest ISO, as specified in the all applicable Midwest ISO Business Practice Manuals (“BPMs”) and Schedule 30 of the Midwest ISO tariff.

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

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Effective Date

March 4, 2011

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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 Midwest ISO 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 Midwest ISO 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 a) to a firm demand level or b) by a fixed reduction amount.
  - 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 their Energy Commitment Status (“Participating” or “Not Participating”) daily through correspondence with NIPSCO as updated. Status updates must be received by 8:30 AM Central Standard Time. Energy Commitment Status may be changed daily with no additional charge to the Customer. Customers 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 AM Central Standard Time the day prior to the day the status or parameter change will be effective. Customer shall be entitled to fifteen (15) 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 Type I 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 change. All changes are subject to Midwest ISO 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 Midwest ISO BPM(s). All costs are subject to Midwest ISO specified limits and Midwest ISO 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 AM Central Standard Time 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 \_\_\_\_\_, Midwest ISO Schedule 30 and any applicable Midwest ISO BPM.

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5. MEASUREMENT and VERIFICATION: Upon registration by the Customer, NIPSCO shall request a settlement CP Node from Midwest ISO for the EDR resource. NIPSCO will utilize the baseline method as spelled out in Rider \_\_\_\_\_. The Baseline Load will be provided to Customer by 4:30 PM CST 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 Midwest ISO 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 compensation in the event where additional Midwest ISO 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 Midwest ISO charges for non-compliance will be Customer responsibility. This will include, subtracting 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 \_\_\_\_\_.
- d. In the event that the amount specified in 5 (c) for the month is greater than the amount due to Customer for the month in 5 (a) less any reductions as a result of 5 (b), an EDR Event Debit (“Debit”) for the appropriate amount shall appear on the Customer's bill as specified in Rider \_\_\_\_\_.
- e. In the event that a Customer has a Debit on its bill as described in 5 (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 \_\_\_\_\_.
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 Midwest ISO. In addition, Customer will not be exposed to any charges for excessive energy from Midwest ISO. 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, Customer shall not receive any EDR Event Credit for any EDR Event excluded pursuant to the Midwest ISO Tariff or BPMs.
8. **CUSTOMER MAINTENANCE:** Midwest ISO rules apply.
9. **DAILY CURTAILMENT EVENT LIMITS:** If Customer desires only one 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 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 the Midwest ISO 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 Midwest ISO requirements. The cost of incremental metering and communication equipment needed to fulfill Midwest ISO 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 the Midwest ISO.
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 Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

16. TERM OF CONTRACT and TERMINATION: The initial term of this contract will be one (1) year from the commencement of Customer participation, as defined above. This Service Agreement shall be renewed for up to two additional one-year terms subject to the right of either party to provide notice of termination 60-days prior to the expiration of the initial or any subsequent term. If the Customer/ARC fails to comply with the provisions of the Curtailment Amount under Rider \_\_\_\_\_, the Company and the Customer/ARC will discuss methods to comply during future events. If the Midwest ISO 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 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.

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 (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 under this Agreement, (b)

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17. LIMITATION OF LIABILITY (continued)  
 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.

For Customer	For NIPSCO
Printed	Printed
Date	Date

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**Definitions**

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider_____.
Behind the Meter Generation	As defined by Midwest ISO
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailement Amount	The amount of load reduced from the Consumption Baseline.
EDR Event	When an offer is cleared by Midwest ISO 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 if further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Adjustment Clause) and approved by the Commission.

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**Aggregator of Retail Services**  
**Emergency Demand Response Energy Service Agreement**

This Emergency Demand Response -Energy (“EDR”) Service Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_ (“Effective Date”) and is between \_\_\_\_\_ serving as an Aggregator of Retail Services (“ARC”) for customers receiving service from the Northern Indiana Public Service Company (“NIPSCO” or “Company”) as identified on the ARC information page (hereafter the “ARC”) and NIPSCO (collectively, the “Parties”).

**General Terms and Conditions**

1. This Agreement is subject to the terms and conditions of NIPSCO Rider \_\_\_\_ (“Rider \_\_\_\_”) and the General Rules and Regulations for Electric Service (“Tariff”) and any successor electric tariff, as approved by the Indiana Utility Regulatory Commission and as amended from time to time. Definitions contained in Rider \_\_\_\_ and the Tariff are incorporated herein by reference.
2. Service under Rider \_\_\_\_ shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the EDR offer by Midwest ISO, (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, (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.
6. The ARC shall be subject to testing and metering requirements of the Midwest ISO for EDR resources, as this term is defined by Midwest ISO, as specified in the all applicable Midwest ISO Business Practice Manuals (“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 I-Energy Service Agreement either on its own or with another ARC.

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**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 Midwest ISO 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 the Midwest ISO 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 ARC may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO. Status updates must be received by 8:30 AM Central Standard Time. 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 AM Central Standard Time the day prior to the day the status or parameter change will be effective. The ARC shall be entitled to fifteen (15) offer entry changes per calendar month at no additional charge to the Customer. The ARC shall pay \$100 for each additional change, which shall be invoiced to the ARC monthly and will first be netted against any settlement due to the ARC as a result of a 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 change. All changes are subject to Midwest ISO limitations and will not permanently update the ARC's default offer unless specified by the ARC. Further, if the ARC's status changes and the ARC cannot provide load reduction as offered, the ARC must immediately notify NIPSCO. The ARC is responsible for meeting all offer obligations when the offer is cleared.
4. **ARC OFFER COST PARAMETERS:** Customer may specify changes to its default offer parameters for each hour as specified in the relevant Midwest ISO BPM(s). All costs are subject to Midwest ISO specified limits and Midwest ISO 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 AM Central Standard Time 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 Midwest ISO for the EDR resource. NIPSCO will utilize the baseline method as spelled out in Rider \_\_\_\_\_. The Baseline Load will be provided to Customer by 4:30 PM CST 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.

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- 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. The Midwest ISO 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 Midwest ISO 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 Midwest ISO 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 be determined by subtracting 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 an EDR Event Credit (“Credit”) as specified in Rider \_\_\_\_\_.
  - d. In the event that the amount specified in 5 (c) for the month is greater than the amount due to the ARC for the month in 5 (a) less any reductions as a result of 5 (b) , an EDR Event (“Debit”) for the appropriate amount shall appear on the ARC’s invoice as specified in Rider \_\_\_\_\_.
  - e. In the event that the ARC has a Debit on its invoice as described in 5(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 \_\_\_\_\_. 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 Customer disputes any payments and/or charges reflected on the NIPSCO-issued bill. 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 \_\_\_\_\_.

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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 Midwest ISO. In addition, neither the Customer nor the ARC shall be exposed to any charges for excessive energy from Midwest ISO. 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 Midwest ISO Tariff or BPMs.

8. **CUSTOMER MAINTENANCE:** Midwest ISO rules apply.

9. **DAILY CURTAILMENT EVENT LIMITS:** If ARC desires only one 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 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 Midwest ISO 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 Midwest ISO requirements. The cost of incremental metering and communication equipment needed to fulfill Midwest ISO requirements will be paid by Customer or ARC and NIPSCO shall be the owner of the metering equipment once it is installed.

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 Midwest ISO.

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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.

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.

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March 4, 2011

**RIDER 849.1**  
**EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 20 of 22 Sheets

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:

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 Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_

Issued Date

March 4, 2011

Effective Date

March 4, 2011

**RIDER 849.1**  
**EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 21 of 22 Sheets

18. **TERM OF CONTRACT and TERMINATION:** The initial term of this contract will be one (1) year from the commencement of Customer participation, as defined above. This Service Agreement shall be renewed for up to two additional one-year terms subject to the right of either party to provide notice of termination 60-days prior to the expiration of the initial or any subsequent term. If the Customer/ARC fails to comply with the provisions of the Curtailment Amount under Rider \_\_\_\_\_, the Company and the Customer/ARC will discuss methods to comply during future events. If the Midwest ISO 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 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.

19. **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 (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 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.

For Customer	For NIPSCO
Printed	Printed
Date	Date

Issued Date

March 4, 2011

Effective Date

March 4, 2011

**RIDER 849.1**  
**EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY**  
**APPLICABLE TO RATES 823, 824, 825, 826, 832, 833, 834, 835, 836 AND 845**

No. 22 of 22 Sheets

**Definitions**

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider_____.
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailement 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 Type I Event	When an offer is cleared by Midwest ISO and the ARC is eligible for Credits or Debits based on its compliance or non-compliance.
EDR Type I Event Credit	Money due to the ARC for compliance in an EDR Event
EDR Type I 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 if further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Adjustment Clause) and approved by the Commission.

Issued Date

Effective Date

March 4, 2011

March 4, 2011

**EXPERIMENTAL RATE 850  
RENEWABLE FEED-IN TARIFF**

No. 1 of 5 Sheets

**TO WHOM AVAILABLE**

This is an experimental rate that is a voluntary offer available to any Customer that operates within the Company's service territory a Qualifying Renewable Energy Power Production Facility (Facility) subject to the Company's Rules and Regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. This experimental tariff shall be in effect through December 31, 2013, unless otherwise ordered.

The total capacity available under this Rate is limited to 30 MW with (i) no single technology exceeding 50% of the 30 MW cap, (ii) 500 kW of the 30 MW cap specifically allocated and reserved for solar projects of less than 10 kW capacity, and (iii) 500 kW of the 30 MW cap specifically allocated and reserved for wind projects of less than 10 kW capacity.

The Qualifying Renewable Energy Power Production 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 100% renewable resources or fuels, which shall include "Renewable energy resources" as that term is defined in Ind. Code § 8-1-8.8-10(a)(1) through (a)(5) and Ind. Code § 8-1-8.8-10(a)(8) as of January 1, 2011, and new hydropower facilities with capacities up to 1 MW.

The Company may make available this rate to Customers with a Facility less than 5 kW at the Company's discretion.

In no event shall any one Customer's, including Customer's affiliates and the combination of Customer's total premises, total capacity subscribed under this rate exceed 5 MW.

The Customer shall be solely responsible for compliance with applicable federal laws and regulations.

Issued Date

July 13, 2011

Effective Date

July 13, 2011

**EXPERIMENTAL RATE 850  
RENEWABLE FEED-IN TARIFF**

No. 2 of 5 Sheets

**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.

The Customer shall sell the total production of the Facility to the Company and shall receive service for their load separately at the appropriate retail rate; provided, however, a Customer may elect to utilize up to 1 MW of its production for its own load at the same site or Premise, subject to the terms and conditions of Rule 50 of the Company's General Rules and Regulations for Electric Service governing Net Metering, and the portion of such capacity sold to the Company under this rate shall only be counted against the appropriate system-wide and technology specific caps under this rate.

A Customer may not simultaneously qualify any one unit of capacity for this Renewable Feed-In Rate and the Cogeneration and Small Power Production Rate either in combination with or apart from the Net Metering provisions of the Company's Rules and Regulations.

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 the Company's Rule 51, "Interconnection Standards" of the General Rules and Regulations Applicable to Electric Service, 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.

Issued Date

July 13, 2011

Effective Date

July 13, 2011

**EXPERIMENTAL RATE 850  
RENEWABLE FEED-IN TARIFF**

No. 3 of 5 Sheets

**PURCHASE RATE - Energy**

The Rate the Company will pay for energy purchased from the Facility inclusive of all environmental attributes, including Renewable Energy Credits (REC), carbon credits, greenhouse gas offsets, or any other environmental credit that may be associated with the production of renewable energy from the Facility shall be as follows:

**Wind**

For Facility Capacities less than 100 kW	\$0.17 per kWh
For Facility Capacities 100 kW to 2 MW	\$0.10 per kWh

**Solar**

For Facility Capacities below 10 kW	\$0.30 per kWh
For Facility Capacities up to 2 MW	\$0.26 per kWh

**Biomass**

For Facilities of all Capacities up to 5 MW	\$0.106 per kWh
---	-----------------

**New Hydro**

For New Facility Capacities less than 1 MW	\$0.12 per kWh
--	----------------

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 Appendix A to this rate 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 Appendix A 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 agreements, the purchase rate for energy shall also be subject to a 2% per year escalator.

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July 13, 2011

**EXPERIMENTAL RATE 850  
RENEWABLE FEED-IN TARIFF**

No. 4 of 5 Sheets

**PURCHASE RATE - Energy (Cont.)**

At Company's discretion, the Company and the Customer may negotiate terms and a rate for energy or capacity which differs from the filed purchase rates 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 kWh payments discussed above, the Company will pay Customer for demonstrated generating capacity for Biomass according to capacity component terms and conditions of the Company's Cogeneration and Small Power Production Rate as may be in effect from time-to-time.

Issued Date

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July 13, 2011

**EXPERIMENTAL RATE 850  
RENEWABLE FEED-IN TARIFF**

No. 5 of 5 Sheets

**CONTRACT**

The Company and the Customer shall enter into a contract for a term of not to exceed fifteen (15) years for purchases, and such contract shall be subject to approval of the Commission and the Commission's and Company's rules and regulations. 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 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 Rule 51, and this queue shall determine eligibility for purposes of administering the total capacity available under this tariff.

A Customer shall place Facility into service no later than one 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 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.

Issued Date

July 13, 2011

Effective Date

July 13, 2011

**EXPERIMENTAL RATE 850  
RENEWABLE FEED-IN  
APPENDIX A**

The purchase rate for energy for projects subject to this Appendix 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 tariff purchase rate by technology, as applicable, stated in Rate 850.

Unless specifically indicated, the following Customer Supplied data will be utilized in the analysis:

Inflation Rate (%)	<u>2%</u>
Effective Tax Rate (%)	_____
Tax Depreciation Rate (%)	_____
Investment Tax Credit Rate (%)	_____
Discount Rate (%)	<u>7%</u>
Technology Type	_____
Capacity (kW)	_____
Capital Cost of the Project (\$)	_____
Investment Tax Credit (%)	_____
Fixed Annual O&M Cost (\$)	_____
In Service Date	_____
Annual Capacity Factor (%)	_____
Annual Energy Production (kWh)	_____
REC Rate (\$/kWh)	_____

Issued Date

July 13, 2011

Effective Date

July 13, 2011

**RATE 851**  
**RATE FOR ELECTRIC SERVICE**  
**ORNAMENTAL STREET LIGHTING –**  
**INCANDESCENT**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers who are located on the Company's electric supply lines suitable for supplying the service requested in the COMMUNITIES listed below.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights Not Owned by the Company.

400 Candle Power Lamps Burning DUSK to DAWN each day  
\$97.63 per lamp per year for all lamps

600 Candle Power Lamps Burning DUSK to DAWN each day  
\$133.98 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

HAMMOND, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RIDER 853**  
**CREDITS FOR DIRECT LOAD CONTROL PROGRAM**

No. 1 of 1 Sheet

**TO WHOM AVAILABLE**

This Rider shall be applicable to customers taking service under Rates 811, 812, 813, 820, 821, 822, 823, 824, 825, 826, 832, 833, 841, 844, 845 and Rate Code 847 with central air conditioning having an electric motor driven compressor for the option to participate in the Direct Load Control Program approved by the Indiana Utility Regulatory Commission on July 27, 2011 in Cause No. 43912.

**AIR CONDITIONING CYCLING**

Customers electing to become a participant in the program shall have an air conditioning load management device installed by the Company, or a contractor of the Company, on Customer's air conditioner. After installation, the device shall be activated. Air conditioning cycling may occur between June 1 and September 30. Customer shall receive a credit on each bill issued for the months of June, July, August and September. The monthly credit will be determined by the size of the air conditioning and cycling time selected.

For Residential Customers the monthly credit shall be one of the following:

\$2.50 / Ton for cycling of 15 minutes off for every 30 minutes, or  
\$3.00 / Ton for cycling of 20 minutes off for every 30 minutes.

For Non Residential Customers the monthly credit shall be:

\$3.00 / Ton for cycling of 15 minutes off for every 30 minutes.

Issued Date

July 27, 2011

Effective Date

July 27, 2011

**RATE 861  
RATE FOR ELECTRIC SERVICE  
OVERHEAD STREET LIGHTING – MERCURY VAPOR**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers located on the Company's electric supply lines suitable for supplying the service requested. Service under this rate schedule will not be available to a new or successor customer, or for new or replacement fixture installation for an existing customer after November 20, 1984.

**RATE**

**Overhead Street Lights**

The following rates apply to Overhead Street Lights Owned by the Company:

175 Watt Lamps burning DUSK to DAWN each day  
\$144.54 per lamp per year for all lamps

400 Watt Lamps burning DUSK to DAWN each day  
\$236.21 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 862**  
**RATE FOR ELECTRIC SERVICE**  
**OVERHEAD STREET LIGHTING – MERCURY VAPOR**  
**(Customer Contribution)**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers who are located on the Company's electric supply lines suitable for supplying the service requested. Service under this rate schedule will not be available to a new or successor customer, or for new or replacement fixture installation for an existing customer after November 20, 1984.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights to be installed and owned by the Company and 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 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.

175 Watt Lamps burning DUSK to DAWN each day  
\$144.54 per lamp per year for all lamps

400 Watt Lamps burning DUSK to DAWN each day  
\$236.21 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 873  
RATE FOR ELECTRIC SERVICE  
ORNAMENTAL STREET LIGHTING – MERCURY VAPOR**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers who are located on the Company's electric supply lines suitable for supplying the service requested in the COMMUNITIES listed below.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights Not Owned by the Company:

400 Watt Lamps burning DUSK to DAWN each day  
\$190.23 per lamp per year for all lamps

400 Watt Lamps burning DUSK to 1:00 A.M. each day  
\$143.95 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

GARY, INDIANA  
HAMMOND, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 877**  
**RATE FOR ELECTRIC SERVICE**  
**STREET, HIGHWAY OR AREA LIGHTING – CUSTOMER OWNED SYSTEM**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available for STREET LIGHTING, HIGHWAY LIGHTING and/or AREA LIGHTING service to Customers for lighting systems which are owned by the Customer and located on electric supply lines of the Company which are suitable and adequate for supplying the service requested.

**RATE**

\$322.86 per lamp per year for	1,000 Watt High Pressure Sodium Lamps
\$161.74 per lamp per year for	400 Watt High Pressure Sodium Lamps
\$128.06 per lamp per year for	310 Watt High Pressure Sodium Lamps
\$109.50 per lamp per year for	250 Watt High Pressure Sodium Lamps
\$ 88.86 per lamp per year for	200 Watt High Pressure Sodium Lamps
\$ 58.59 per lamp per year for	150 Watt High Pressure Sodium Lamps
\$ 31.70 per lamp per year for	150 Watt High Pressure Sodium Lamps burning dusk to midnight
\$ 51.22 per lamp per year for	100 Watt High Pressure Sodium Lamps
\$ 47.87 per lamp per year for	70 Watt High Pressure Sodium Lamps
\$ 59.56 per lamp per year for	135 Watt Incandescent Lamps
\$ 46.58 per lamp per year for	55 Watt Low Pressure Sodium Lamps
\$ 59.56 per lamp per year for	90 Watt Low Pressure Sodium Lamps
\$ 66.89 per lamp per year for	135 Watt Low Pressure Sodium Lamps
\$ 80.36 per lamp per year for	180 Watt Low Pressure Sodium Lamps
\$ 70.16 per lamp per year for	175 Watt Mercury Vapor/Metal Halide Lamps
\$ 91.23 per lamp per year for	250 Watt Mercury Vapor/Metal Halide Lamps
	installed and used, in conjunction with the street or highway lighting system, for illuminating underpasses and traffic information signs.
\$155.60 per lamp per year for	400 Watt Mercury Vapor/Metal Halide Lamps
\$450.21 per lamp per year for	1,500 Watt Metal Halide Lamps

For all lamps (except those burning Dusk-to-Midnight) with wattages not listed above, the following charges will be applied:

Customer Charge: \$25.78 per year  
Lamp Charge: \$0.304 per watt per year

For Dusk-to-Midnight lamps, the following charges will be applied:

Customer Charge: \$25.78 per year  
Lamp Charge: \$0.039 per watt per year

Issued Date

December 23, 2003

Issued By

Mark T. Maassal  
President  
Merrillville, Indiana

Effective Date

December 23, 2003

**RATE 877**  
**RATE FOR ELECTRIC SERVICE**  
**STREET, HIGHWAY OR AREA LIGHTING – CUSTOMER OWNED SYSTEM**

No. 2 of 2 Sheets

**OWNERSHIP OF SYSTEM – SERVICE LINES**

The ownership of the property comprising a street or highway lighting system 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 Customer. Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall erect the service lines necessary to supply electric energy to the point of connection with the street or 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 electric energy to the street or highway lighting system.

**LIGHTING HOURS**

The lighting hours for the street or highway lighting system shall be on an "all night" schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day of the year, unless otherwise noted.

**MAINTENANCE OF LIGHTING SYSTEM**

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company's property with the street or highway lighting system of Customer.

Customer will repair and/or replace and maintain all equipment owned by Customer comprising the street or highway lighting system served hereunder, including, but not limited to replacement at Customer's own cost and expense all defective or burned out lamps and all broken glassware of such street or highway lighting system.

**PAYMENTS FOR SERVICE**

Bills for street or highway lighting service as supplied under this Schedule to be submitted by Company to Customer for any month shall be in an amount equal to one-twelfth (1/12) of the annual charges herein provided. After such bills have been presented for service rendered during the preceding month, Customer shall make full payment within ten (10) days.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE.

Issued Date

Issued By

Effective Date

Mark T. Maassal

President

December 23, 2003

Merrillville, Indiana

December 23, 2003

**RATE 878**  
**RATE FOR ELECTRIC SERVICE**  
**DUSK TO DAWN OUTDOOR LIGHTING**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available for DUSK TO DAWN OUTDOOR LIGHTING SERVICE for lighting of entrances, driveways and other private areas to customers who are located on the Company's electric supply lines suitable and adequate for supplying the service requested.

**CHARACTER OF SERVICE**

The Company will install, own and maintain a bracket mounted suburban type lighting fixture including photo-electric control. Installations in incorporated cities and towns must be located on or extend over the property of the customer.

**RATE**

Mercury Vapor Area Lighting. – Service will not be available to a new customer, or for new fixture installation for an existing customer after the effective date of this Rate Schedule.

- (a) Where the lighting fixture is installed on an existing distribution type wood pole and served from existing secondary facilities, with not more than one span of secondary, the rate shall be:

\$12.59 per lamp per month for 175 Watt Lamps  
\$21.32 per lamp per month for 400 Watt Lamps

- (b) If existing additional facilities are required to furnish Mercury Vapor Area Lighting service hereunder, the Company will operate and maintain such facilities at the following charges, such charges being additional to the charges shown under section (a):

\$2.49 per month for each 30 foot wood pole and span of secondary  
\$3.10 per month for each 35 foot wood pole and span of secondary  
\$3.76 per month for each 40 foot wood pole and span of secondary  
\$1.23 per month for each guy and anchor set  
\$0.49 per month for each extra span of secondary

High Pressure Sodium (HPS) Area Lighting –

- (a) Where the lighting fixture can be installed on an existing distribution type wood pole and served from existing secondary facilities, with not more than one span of secondary, the rate shall be:

\$ 7.87 per lamp per month for 100 watt HPS Dust to Dawn fixture  
\$15.33 per lamp per month for 250 watt HPS Dusk to Dawn fixture  
\$21.04 per lamp per month for 400 watt HPS Dusk to Dawn fixture  
\$15.04 per lamp per month for 150 watt HPS Floodlight fixture  
\$17.91 per lamp per month for 250 watt HPS Floodlight fixture  
\$22.17 per lamp per month for 400 watt HPS Floodlight fixture

Issued Date

December 6, 1991

Issued By  
Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

November 27, 1991

**RATE 878  
RATE FOR ELECTRIC SERVICE  
DUSK TO DAWN OUTDOOR LIGHTING**

No. 2 of 2 Sheets

- (b) If additional facilities are required to furnish High Pressure Sodium Area Lighting service hereunder, the Company will install, operate and maintain such facilities at the following additional charges:

\$ 7.74 per month for each 30 foot pole and span of secondary  
\$ 9.38 per month for each 35 foot pole and span of secondary  
\$11.63 per month for each 40 foot pole and span of secondary  
\$ 5.51 per month for each guy and anchor set  
\$ 2.98 per month for each extra span of secondary

**DEFERRED PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**TERMS AND CONDITIONS OF SERVICE**

- (1) 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.
- (2) The Company shall adjust the automatic control on each installation to provide lighting service from dusk to dawn each night. 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.
- (3) The facilities installed by the Company shall remain the property of the Company and may be removed by the Company if service is discontinued.
- (4) Underground service is available, provided, that the Customer 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.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 879**  
**RATE FOR ELECTRIC SERVICE**  
**OVERHEAD STREET LIGHTING – UNDERGROUND FEED – MERCURY VAPOR**

**TO WHOM AVAILABLE**

Available for service to STREET LIGHTS (Wood pole mounted) where the service line to the street light is installed underground. Customers must be located on the Company's electric supply lines suitable for supplying the service requested. Service under this rate schedule will not be available to a new or successor customer, or for new or replacement fixture installation for an existing customer after November 20, 1984.

**RATE**

**Underground Service From Overhead Distribution**

The following rates apply to Overhead Street Lights owned by the Company where an underground service line to the street light is taken from overhead distribution facilities:

400 Watt Lamps burning DUSK to DAWN each day  
\$295.96 per lamp per year for all lamps

**Underground Service from Underground Distribution**

The following rates apply to Overhead Street Lights owned by the Company where an underground service line to the street light is taken from underground distribution facilities:

400 Watt Lamps burning DUSK to DAWN each day  
\$279.94 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

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September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

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September 23, 2002

**RATE 880**  
**RATE FOR ELECTRIC SERVICE**  
**STREET OR HIGHWAY LIGHTING – CUSTOMER OWNED SYSTEM**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available to PUBLIC AUTHORITIES for street or highway lighting service, supplied through street lighting systems which are owned by the Customer and located on electric supply lines of the Company which are suitable and adequate for supplying the service requested.

**RATE**

\$214.26 per lamp per year for 400 Watt High Pressure Sodium Lamps  
\$152.21 per lamp per year for 250 Watt High Pressure Sodium Lamps  
\$127.47 per lamp per year for 250 Watt Mercury Vapor Lamps for Sign Lighting

**OWNERSHIP OF SYSTEM – SERVICE LINES**

The ownership of the property comprising a street or highway lighting system 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 Customer. Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall erect the service lines necessary to supply electric energy to the point of connection with the street or 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 electric energy to the street or highway lighting system.

**LIGHTING HOURS**

The lighting hours for the street or highway lighting system shall be on an “all night” schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day of the year.

**MAINTENANCE OF LIGHTING SYSTEM**

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company’s property with the street or highway lighting system of the 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 or highway 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 or highway lighting system of Customer. The Company will also provide annual washing of the glassware as part of its normal maintenance.

Issued Date

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

July 16, 1987

**RATE 880**  
**RATE FOR ELECTRIC SERVICE**  
**STREET OR HIGHWAY LIGHTING – CUSTOMER OWNED SYSTEM**

No. 2 of 2 Sheets

**MAINTENANCE OF LIGHTING SYSTEM (continued)**

Company will, where practicable, furnish necessary materials and do the work of maintaining any other part of the highway lighting system whenever State shall by written order request Company so to do. The actual cost and expense of such materials and work shall be borne by State.

**PAYMENTS FOR SERVICE**

Bills for street or highway lighting service as supplied under this schedule to be submitted by Company to Customer for any month shall be in an amount equal to one-twelfth (1/12) of the annual charges herein provided. After such bills have been presented for service rendered during the preceding month, Customer shall make full payment within thirty (30) days.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

KOSCIUSKO COUNTY, INDIANA  
MARSHALL COUNTY, INDIANA  
STARKE COUNTY, INDIANA  
STEUBEN COUNTY, INDIANA  
DEKALB COUNTY, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
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Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 881  
RATE FOR ELECTRIC SERVICE  
OVERHEAD STREET LIGHTING – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers located on the Company's electric supply lines suitable for supplying the service requested.

**RATE**

**Overhead Street Lights**

The following rates apply to Overhead Street Lights Owned by the Company:

100 Watt Lamps burning DUSK to DAWN each day  
\$235.49 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$248.70 per lamp per year for all lamps

250 Watt Lamps burning DUSK to DAWN each day  
\$334.96 per lamp per year for all lamps

400 Watt Lamps burning DUSK to DAWN each day  
\$377.99 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 882**  
**RATE FOR ELECTRIC SERVICE**  
**ORNAMENTAL STREET LIGHTING – HIGH PRESSURE SODIUM**  
**(Customer Contribution)**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers located on the Company's electric supply lines suitable for supplying the service requested.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights to be installed and owned by the Company and 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 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.

100 Watt Lamps burning DUSK to DAWN each day  
\$235.49 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$248.70 per lamp per year for all lamps

250 Watt Lamps burning DUSK to DAWN each day  
\$334.96 per lamp per year for all lamps

400 Watt Lamps burning DUSK to DAWN each day  
\$377.99 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

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September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 883  
RATE FOR ELECTRIC SERVICE  
OVERHEAD STREET LIGHTING – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Existing Street Lighting Customers who are located on the Company's electric supply lines suitable for supplying the service requested and who are converting from mercury vapor service under Rate Schedule 861.

**RATE**

**Overhead Street Lights**

The following rates apply to Overhead Street Lights Owned by the Company:

100 Watt Lamps burning DUSK to DAWN each day  
\$121.20 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$146.10 per lamp per year for all lamps

400 Watt Lamps burning DUSK to DAWN each day  
\$377.99 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

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September 23, 2002

**RATE 884**  
**RATE FOR ELECTRIC SERVICE**  
**ORNAMENTAL STREET LIGHTING – HIGH PRESSURE SODIUM**  
**(Customer Contribution)**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to existing Street Lighting Customers who are located on the Company's electric supply lines suitable for supplying the service requested and who are converting from Mercury Vapor service under Rate Schedule 862.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights to be installed and owned by the Company and 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 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.

100 Watt Lamps burning DUSK to DAWN each day  
\$121.20 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$146.10 per lamp per year for all lamps

400 Watt Lamps burning DUSK to DAWN each day  
\$377.99 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 885  
RATE FOR ELECTRIC SERVICE  
ORNAMENTAL STREET LIGHTING – FLUORESCENT**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to Customers who are located on the Company's electric supply lines suitable for supplying the service requested in the COMMUNITIES listed below.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights Not Owned by the Company:

100 Watt (one lamp) Fluorescent Luminaire burning DUSK to DAWN each day  
\$62.77 per luminaire per year for all luminaires

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

EAST CHICAGO, INDIANA.

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 886  
RATE FOR ELECTRIC SERVICE  
ORNAMENTAL STREET LIGHTING – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to existing Street Lighting Customers who are located on the Company's electric supply lines suitable for supplying the service requested in the COMMUNITIES listed below and who are converting from mercury vapor service under Rate Schedule 863.

**RATE**

**Ornamental Street Lights**

The following rates apply to Ornamental Street Lights (steel pole mounted, wired overhead circuit) Owned by the Company:

100 Watt Lamps burning DUSK to DAWN each day  
\$219.53 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$234.59 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

WARSAW, INDIANA  
PLYMOUTH, INDIANA  
ANGOLA, INDIANA  
SYRACUSE, INDIANA  
WATERLOO, INDIANA  
NAPPANEE, INDIANA  
CROWN POINT, INDIANA

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Merrillville, Indiana

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September 23, 2002

**RATE 887  
RATE FOR ELECTRIC SERVICE  
ORNAMENTAL STREET LIGHTING – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to existing Street Lighting Customers who are located on the Company's electric supply lines suitable for supplying the service requested in the COMMUNITIES listed below and who are converting from mercury vapor service under Rate Schedule 864 or 865.

**RATE**

**Ornamental Street Lights**

The following rate applies to Ornamental Street Lights (steel pole mounted, wired overhead circuit) Owned by the Company:

150 Watt Lamps burning DUSK to DAWN each day  
\$342.27 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

CHESTERTON, INDIANA  
CULVER, INDIANA  
GOSHEN, INDIANA  
HOBART, INDIANA  
LA PORTE, INDIANA  
TOPEKA, INDIANA  
VALPARAISO, INDIANA  
MENTONE, INDIANA

Issued Date

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Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 888  
RATE FOR ELECTRIC SERVICE  
ORNAMENTAL STREET LIGHTING – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for STREET LIGHTING service to existing Street Lighting Customers who are located on the Company's electric supply lines suitable for supplying the service requested in the COMMUNITIES listed below and who are converting from mercury vapor service under Rate Schedule 870 or 872.

**RATE**

**Ornamental Street Lights**

The following rate applies to Ornamental Street Lights (steel pole mounted, wired overhead circuit) Owned by the Company:

100 Watt Lamps burning DUSK to DAWN each day  
\$145.57 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

NORTH JUDSON, INDIANA  
BOURBON, INDIANA  
WATERLOO, INDIANA  
LA GRANGE, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 890**  
**RATE FOR ELECTRIC SERVICE**  
**OVERHEAD AND ORNAMENTAL STREET LIGHTING – INCANDESCENT**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

This rate is in the process of elimination and shall be available only to existing customers at present locations for their present installations who prior to the effective date hereof received service under rates which this rate supersedes and cancels. If service hereunder is discontinued this rate shall not again be available.

As above limited, this rate is available for STREET LIGHTING Service to customers who are located on the Company's electric supply lines suitable for supplying the service requested.

**RATE**

**1. Overhead Street Lights**

The following rates apply to Overhead Street Lights Owned by the Company:

- (a) 250 Candle Power Lamps burning DUSK TO DAWN each day  
\$103.29 per lamp per year for all lamps
- (b) 400 Candle Power Lamps burning DUSK TO DAWN each day  
\$154.27 per lamp per year for all lamps

**2. Ornamental Street Lights**

The following rates apply to Ornamental Street Lights Owned by the Company:

- (a) 400 Candle Power Lamps burning DUSK TO DAWN each day  
\$162.41 per lamp per year for all lamps

Issued Date

December 6, 1991

Issued By

Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

November 27, 1991

**RATE 890**  
**RATE FOR ELECTRIC SERVICE**  
**OVERHEAD AND ORNAMENTAL STREET LIGHTING – INCANDESCENT**

No. 2 of 2 Sheets

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 891  
RATE FOR ELECTRIC SERVICE  
OVERHEAD STREET LIGHTING – UNDERGROUND FEED – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for service to EXISTING STREET LIGHTS (Wood pole mounted) where the service line to the street light is installed underground. Customers must be located on the Company's electric supply lines suitable for supplying the service requested. Available only to Customers converting from Mercury Vapor Service under Rate Schedule 879.

**RATE**

**Underground Service From Overhead Distribution**

The following rates apply to Overhead Street Lights owned by the Company where an underground service line to the street light is taken from overhead distribution facilities:

100 Watt Lamps burning DUSK to DAWN each day  
\$186.49 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$205.85 per lamp per year for all lamps

**Underground Service from Underground Distribution**

The following rates apply to Overhead Street Lights owned by the Company where an underground service line to the street light is taken from underground distribution facilities:

100 Watt Lamps burning DUSK to DAWN each day  
\$162.04 per lamp per year for all lamps

150 Watt Lamps burning DUSK to DAWN each day  
\$189.84 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

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Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
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September 23, 2002

**RATE 892**  
**RATE FOR ELECTRIC SERVICE**  
**OVERHEAD STREET LIGHTING – UNDERGROUND FEED – HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

Available for service to STREET LIGHTS (wood pole mounted) where the service line to the street light is installed underground. Customers must be located on the Company's electric supply lines suitable for supplying the service requested.

**RATE**

**Underground Service From Overhead Distribution**

The following rates apply to Overhead Street Lights owned by the Company where an underground service line to the street light is taken from overhead distribution facilities:

- (a) 100 Watt Lamps burning DUSK TO DAWN each day  
\$510.28 per lamp per year for all lamps
- (b) 150 Watt Lamps burning DUSK TO DAWN each day  
\$523.49 per lamp per year for all lamps
- (c) 250 Watt Lamps burning DUSK TO DAWN each day  
\$609.75 per lamp per year for all lamps
- (d) 400 Watt Lamps burning DUSK TO DAWN each day  
\$652.78 per lamp per year for all lamps

**Underground Service from Underground Distribution**

The following rates apply to Overhead Street Lights owned by the Company where an underground service line to the street light is taken from underground distribution facilities:

- (a) 100 Watt Lamps burning DUSK TO DAWN each day  
\$370.18 per lamp per year for all lamps
- (b) 150 Watt Lamps burning DUSK TO DAWN each day  
\$383.39 per lamp per year for all lamps
- (c) 250 Watt Lamps burning DUSK TO DAWN each day  
\$469.65 per lamp per year for all lamps
- (d) 400 Watt Lamps burning DUSK TO DAWN each day  
\$512.68 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

December 23, 2003

Issued By

Mark T. Maassel  
President  
Merrillville, Indiana

Effective Date

December 23, 2003

**RATE 893  
RATE FOR ELECTRIC SERVICE  
ORNAMENTAL STREET LIGHTING –HIGH PRESSURE SODIUM**

**TO WHOM AVAILABLE**

This rate shall be available only to the City of East Chicago, Indiana for its present installations which, prior to February 1, 1976, were owned by the City and which are converted from Mercury Vapor Service under Rate Schedule 896.

**RATE**

**Ornamental Street Lights**

The following rates apply to ornamental street lights (steel poles served from underground circuits) owned by the Company in the City of East Chicago, Indiana.

150 Watt Lamps burning DUSK TO DAWN each day  
\$184.30 per lamp per year for all lamps

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

EAST CHICAGO, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 895  
RATE FOR ELECTRIC SERVICE  
TRAFFIC DIRECTIVE LIGHTING**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available to any Customer for electric energy for TRAFFIC DIRECTIVE LIGHTS located on the Company's electric supply lines suitable and adequate for supplying the service required.

**CHARACTER OF SERVICE**

Alternating current, sixty Hertz, single phase, at a voltage of approximately 115 volts two-wire, or 115-230 volts three-wire.

**RATE (Flat Rate – Not Metered)**

**A. Lamps of 69 watts or less Individual Capacity**

\$5.04 per month for each lamp of 69 watts or less normally burning at one time. During change in traffic signals additional lamps equal to but not exceeding the number of lamps normally burning may be burning simultaneously for a period not to exceed 15% of the time of the entire cycle of signal change.

**B. Lamps over 69 watt Individual Capacity**

8.56 cents per month per watt of connected load normally burning at one time. During change in traffic signals additional wattage, equal to but not exceeding the normal burning wattage, will be permitted on the circuit and exempted from the connected load provided such additional wattage is not connected to the circuit in excess of 15% of the time of the entire cycle of signal change.

**C. Flashing Beacon Traffic Directive Signals – Controlled on and off Timing**

8.56 cents per month per watt of connected load burning for all flashing beacon traffic directive signals. For such lights the connected load shall be taken as one-half the rated wattage of all lamps connected. In determining the connected load no lamp shall be taken at less than 60 watts.

**D. Complex Installations**

Any Traffic Directive Lighting Installation not clearly and specifically covered by Sections A, B, and C above shall be considered a complex installation and the following rate shall apply:

8.56 cents per month per watt burning, based upon the average of the watts burning during a complete operating cycle of the installation.

The average watts burning shall be determined 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.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 895  
RATE FOR ELECTRIC SERVICE  
TRAFFIC DIRECTIVE LIGHTING**

No. 2 of 2 Sheets

**RATE (continued)**

**D. Complex Installations (continued)**

In the application of Sections B, C, and D above, the watts to which the rate applies shall be in multiples of 10 watts. If the wattage is other than in multiples of 10 it shall be rounded downward to the nearest 10 watts, e.g., if the wattage is 419 it would be rounded to 410.

**MINIMUM PAYMENT**

The Customer's Minimum Payment under this schedule shall be the Payment as specified under "RATE" above.

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**

ALL TERRITORY FURNISHED ELECTRIC SERVICE

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 898**  
**RATE FOR ELECTRIC SERVICE**  
**STREET LIGHTING – CUSTOMER OWNED SYSTEM**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available for street lighting service supplied through street lighting systems which are owned by the Customer and located on electric supply lines of the Company which are suitable and adequate for supplying the service requested in the communities listed below.

**RATE**

\$140.35 per lamp per year for 250 Watt High Pressure Sodium Lamps

**OWNERSHIP OF SYSTEM – SERVICE LINES**

The ownership of the property comprising a street lighting system served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets and other appliances and structures is and shall remain in the Customer. Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall provide the facilities necessary to supply electric energy to the point of connection with the street lighting system of Customer within the limits of the public structures, public streets or on private property as mutually agreed upon by Company and Customer.

**LIGHTING HOURS**

The lighting hours for the street lighting system shall be on an “all night” schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day of the year.

**MAINTENANCE OF LIGHTING SYSTEM**

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company’s property with the street 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. The Company will also provide annual washing of the glassware as part of its normal maintenance.

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 actual cost and expense of such materials and work shall be borne by the Customer.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 898**  
**RATE FOR ELECTRIC SERVICE**  
**STREET LIGHTING – CUSTOMER OWNED SYSTEM**

No. 2 of 2 Sheets

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**  
MONTICELLO, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**RATE 899**  
**RATE FOR ELECTRIC SERVICE**  
**STREET OR HIGHWAY LIGHTING – CUSTOMER OWNED SYSTEM**

No. 1 of 2 Sheets

**TO WHOM AVAILABLE**

Available to PUBLIC AUTHORITIES for street or highway lighting service supplied through street lighting systems which are owned by the Customer and located on electric supply lines of the Company which are suitable and adequate for supplying the service requested.

**RATE**

\$159.16 per lamp per year for 400 Watt High Pressure Sodium Lamps  
\$ 64.17 per lamp per year for 100 Watt High Pressure Sodium Lamps

**OWNERSHIP OF SYSTEM – SERVICE LINES**

The ownership of the property comprising a street or highway lighting system 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 Customer. Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall erect the service lines necessary to supply electric energy to the point of connection with the street or 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 electric energy to the street or highway lighting system.

**LIGHTING HOURS**

The lighting hours for the street or highway lighting system shall be on an “all night” schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day of the year.

**MAINTENANCE OF LIGHTING SYSTEM**

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company’s property with the street or highway lighting system of Customer.

Issued Date

July 16, 1987

Issued By  
Edmund A. Schroer  
Chairman and President  
Hammond, Indiana

Effective Date

July 16, 1987

**RATE 899  
RATE FOR ELECTRIC SERVICE  
STREET OR HIGHWAY LIGHTING – CUSTOMER OWNED SYSTEM**

No. 2 of 2 Sheets

**MAINTENANCE OF LIGHTING SYSTEM (continued)**

Company shall also replace at its own cost and expense, on request of the Customer, all defective or burned-out lamps of the street or highway lighting system owned by Customer, and such replacement lamps shall be the property of Customer, but Company will not maintain at its own cost and expense any other part of the street or highway lighting system of Customer.

**PROMPT PAYMENT**

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of \$3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of \$3.00 there shall be added ten percent (10%) of the first \$3.00, plus three percent (3%) of the amount of the bill in excess of \$3.00.

**CUSTOMER CREDIT ADJUSTMENT FACTOR**

The rates and charges contained in this schedule are subject to a Customer Credit Adjustment Factor set forth in accordance with the Final Order of the Indiana Regulatory Commission, issued September 23, 2002, approving the Settlement Agreement in Cause No. 41746. See Appendix C - Sheet 59A, for the applicable Customer Credit percentage.

**WHERE AVAILABLE**  
MONTICELLO, INDIANA

Issued Date

September 23, 2002

Issued By

Daniel D. Gavito

Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 23, 2002

**CONTRACT RATES**

Upon the approval by the Commission of a written contract between a Customer and the Company which contains a contract specific rate, said contract will be filed with the Commission Engineering Staff for inclusion in this Tariff.

Each such contract filed shall be designated separately as CR – (insert sequential number).

<b>Cause No.</b>	<b>Contract Company</b>	<b>Approved</b>	<b>CR No.</b>
39623	Omni Forge, Inc.	August 11, 1993	1

Issued Date

October 4, 1996

Issued By

Gary L. Neale

Chairman, President and Chief Executive Officer  
Hammond, Indiana

Effective Date

August 6, 1996

### CONTRACT RATES

Upon the approval by the Commission of a written confidential contract between a Customer and the Company which contains a contract specific rate, the first and the signatory pages of each said contract will be filed with the Commission Engineering Staff for inclusion in this Tariff.

Each such contract filed shall be designated separately as CCR – (insert sequential number).

<u>Cause No.</u>	<u>Contract Company</u>	<u>Approved</u>	<u>CCR No.</u>
40209	Merit Steel Company	September 20, 1995	1
40218	St. Anthony Medical Center, Inc. and St. Anthony Home, Inc.	November 29, 1995	2
40256	Union Electric Steel Corporation	November 29, 1995	3
40257	T. E. Products Pipeline	November 29, 1995	4
40297	West Shore Pipeline Company	January 24, 1996	5
40462	Chicago Cold Rolling L.L. C.	June 27, 1996	6
40482	Landis Plastics, Inc.	July 3, 1996	7
40462	Metro Metals Corporation	August 7, 1996	8
40558	Praxair, Inc.	October 23, 1996	9
40588	Beta Steel Corporation	October 23, 1996	10
40629	Monaco Coach Corporation	December 6, 1996	11
40630	Holiday Rambler LLC	December 6, 1996	12
40643	The Lutheran University Association, Inc.	December 18, 1996	13
40647	Wolverine Pipeline Company	December 18, 1996	14
40692	Cerestar USA, Inc.	January 29, 1997	15
40725	Inland Steel Industries, Inc.	March 26, 1997	16
40750	Roll Coater, Inc.	April 23, 1997	17
40838	US Steel Group	June 11, 1997	18
40786	Zimmer, Inc.	June 25, 1997	19
40798	National Steel Corporation	July 9, 1997	20
40940	Feralloy Corporation	October 8, 1997	21
41134	Capitol Products Corporation	June 17, 1998	22
41241	RR Donnelley & Sons	August 11, 1998	23
41398	Silgan Containers Manufacturing Corp.	May 12, 1999	24
41417	Chinet Company	August 18, 1999	25
41588	BP Amoco Chemical	January 12, 2000	26
41608	AMOCO	March 22, 2000	27
41711	Buckeye Pipe Line Company	August 16, 2000	28
42490	Omni Forge, Inc.	November 5, 2003	29
42509	Zimmer, Inc.	December 23, 2003	30

Issued Date

March 3, 2004

Issued By

Mark T. Maassel  
President  
Merrillville, Indiana

Effective Date

December 23, 2003

**MISCELLANEOUS NONRECURRING CHARGES**  
**RECONNECTION CHARGES**

Whenever the service has been turned off by the Company in accordance with Rule 8 of the Company's General Rules and Regulations, a charge will be made by the Company to cover the cost of reconnection of service, which charge shall be as follows:

A.	Reconnect during normal working hours (8:00 AM to 5:00 PM)	\$45.00
B.	Reconnect after normal working hours (Monday through Friday) Saturday, Sunday and Holidays	\$60.00

Issued Date

September 4, 2002

Issued By

Daniel D. Gavito  
Vice President, Regulatory and Government Policy – Indiana  
Merrillville, Indiana

Effective Date

September 4, 2002

**APPENDIX A  
RATE ADJUSTMENT**

The Rate Adjustment in Rates 811, 812, 813, 820, 821, 822, 823, 824, 825, 826, 832, 833, 834, 835, and 841 shall be on the basis of a Purchased Power Cost Adjustment Tracking Factor, occasioned solely by changes in the cost of purchased power, in accordance with the Order of the Indiana Utility Regulatory Commission approved December 17, 1976, in Cause No. 34614, as follows:

Rate Adjustment applicable to  
the above listed Rate Schedules

A CHARGE of \$0.000000 per kwh used per month

Issued Date

April 1, 1991

Issued By

Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

March 27, 1991

**APPENDIX B**  
**FUEL COST CHARGE**

The charges in Rates 811, 812, 813, 820, 821, 822, 823, 824, 825, 826, 832, 833, 834, 835, 836, 841 and 844 are subject to the Fuel Cost Charge computed in accordance with Rule 39 of the General Rules and Regulations Applicable to Electric Service as shown below:

Effective for all bills rendered during the November and December 2011 and January 2012 billing months, the Fuel Cost Charge shall be:

A charge of \$0.009344 per kilowatt hour

**APPENDIX C**  
**CUSTOMER CREDIT ADJUSTMENT**

The Customer Credit Adjustment in Rates 811, 812, 813, 820, 821, 822, 823, 824, 825, 826, 832, 833, 834, 835, 836, 841, 842, 844, 845, Rider 846, and all Street Lighting and Traffic Lighting Rates, shall be on the basis of a charge to reflect the Customer Credit as set forth in the Settlement Agreement and in accordance with the Order of the Indiana Utility Regulatory Commission approved September 23, 2002, in Cause No. 41746, as follows:

Effective for all bills rendered during November and December 2011 and January 2012 billing months, the Customer Credit shall be a credit of 4.4135 percent on revenues from above rate schedules, before application of taxes.

Issued Date

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Effective Date  
October 28, 2011

**APPENDIX D**  
**ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

The Environmental Cost Recovery Mechanism Factor in Rates 811, 812, 813, 820, 821, 822, 823, 824, 834, 825, 826, 832, 833, 836, 841, 844, 845, and 847 shall be on the basis of a charge to reflect the rate base treatment of qualified pollution control property, set forth in Rule 47 of the accompanying General Rules and Regulations and in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150, as follows:

Effective for bills rendered beginning with November 2011 billing, the Environmental Cost Recovery Mechanism Factor shall be:

**RATE SCHEDULES**

Rate 811	A CHARGE of \$0.002295 per kwh used per month
Rate 812	A CHARGE of \$0.000956 per kwh used per month
Rate 813	A CHARGE of \$0.001807 per kwh used per month
Rate 820	A CHARGE of \$0.000185 per kwh used per month
Rate 821	A CHARGE of \$0.002396 per kwh used per month
Rate 822	A CHARGE of \$0.000283 per kwh used per month
Rate 823	A CHARGE of \$0.002113 per kwh used per month
Rate 824, 834	A CHARGE of \$0.001712 per kwh used per month
Rate 825	A CHARGE of \$0.000619 per kwh used per month
Rate 826	A CHARGE of \$0.001192 per kwh used per month
Rate 832	A CHARGE of \$0.002569 per kwh used per month
Rate 833	A CHARGE of \$0.000890 per kwh used per month
Rate 836	A CHARGE of \$0.000472 per kwh used per month
Rate 841	A CHARGE of \$0.001463 per kwh used per month
Rate 844	A CHARGE of \$0.000461 per kwh used per month
Rate 845, 847	A CHARGE of \$0.001516 per kwh used per month

The Rate 847 Environmental Cost Recovery Mechanism Factor is applicable to all customers billed under this rate code under contracts approved by the Commission.

Issued Date

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Effective Date  
October 28, 2011

**APPENDIX E**  
**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The Environmental Expense Recovery Mechanism Factor in Rates 811, 812, 813, 820, 821, 822, 823, 824, 825, 826, 832, 833, 834, 836, 841, 844, 845, and 847 shall be on the basis of a charge to reflect the recovery of operation and maintenance and depreciation expenses related to qualified pollution control property placed in service, set forth in Rule 48 of the accompanying General Rules and Regulations and in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150, as follows:

Effective for bills rendered beginning with May 2011 billing, the Environmental Expense Recovery Mechanism Factor shall be:

**RATE SCHEDULES**

Rate 811	A CHARGE of \$0 002055 per kwh used per month
Rate 812	A CHARGE of \$0 001149 per kwh used per month
Rate 813	A CHARGE of \$0 002207 per kwh used per month
Rate 820	A CHARGE of \$0 001845 per kwh used per month
Rate 821	A CHARGE of \$0 002156 per kwh used per month
Rate 822	A CHARGE of \$0 001397 per kwh used per month
Rate 823	A CHARGE of \$0 001975 per kwh used per month
Rate 824,834	A CHARGE of \$0 001983 per kwh used per month
Rate 825	A CHARGE of \$0 001679 per kwh used per month
Rate 826	A CHARGE of \$0 001109 per kwh used per month
Rate 832	A CHARGE of \$0 003454 per kwh used per month
Rate 833	A CHARGE of \$0 001121 per kwh used per month
Rate 836	A CHARGE of \$0 000721 per kwh used per month
Rate 841	A CHARGE of \$0 001640 per kwh used per month
Rate 844	A CHARGE of \$0 000852 per kwh used per month
Rate 845, 847	A CHARGE of \$0 002794 per kwh used per month

The Rate 847 Environmental Cost Recovery Mechanism Factor is applicable to all customers billed under this rate code under contracts approved by the Commission.

Issued Date  

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Effective Date  
May 1, 2011

**APPENDIX F**  
**FAC71S SETTLEMENT PURCHASED POWER REFUND CREDIT**

The charges in Rates 811, 812, 813, 820, 821, 822, 823, 824, 825, 826, 832, 833, 834, 835, 836, 841 and 844 are subject to the FAC71S Settlement Purchased Power Refund Credit in accordance with the Order of the Indiana Regulatory Commissions approved January 30, 2008, in Cause No. 38706-FAC71S, as follows:

<b>MONTH</b>	<b>2008</b>
January	
February	-\$0.006668
March	-\$0.006668
April	-\$0.006668
May	
June	
July	
August	
September	
October	
November	
December	

**APPENDIX G  
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM FACTOR**

The Demand Side Management Adjustment Mechanism Factor in Rates 811, 812, 813, 820, 821, 822, 823, 824, 834, 826, 832, 833, 836, 841, 844, 845, Rider 846 and Rate Code 847 shall be on the basis of a charge to reflect the recovery of semi-annual costs applicable to Demand Side Management programs, set forth in Rule 52 of the accompanying General Rules and Regulations and in accordance with the Order of the Indiana Utility Regulatory Commission approved May 25, 2011 in Cause No. 43618, as follows:

Effective for bills rendered beginning with November 2011 billing, the Demand Side Management Adjustment Factor shall be:

**RATE SCHEDULES**

Rate 811	A charge of \$0.004124 per kwh used per month
Rate 812	A charge of \$0.001820 per kwh used per month
Rate 813	A charge of \$0.004127 per kwh used per month
Rate 820	A charge of \$0.001289 per kwh used per month
Rate 821	A charge of \$0.003545 per kwh used per month
Rate 822	A charge of \$0.001312 per kwh used per month
Rate 823	A charge of \$0.007138 per kwh used per month
Rate 824, 834	A charge of \$0.000524 per kwh used per month
Rate 826	A charge of \$0.000543 per kwh used per month
Rate 832	A charge of \$0.000099 per kwh used per month
Rate 833	A charge of \$0.000015 per kwh used per month
Rate 836	A charge of \$0.000003 per kwh used per month
Rate 841	A charge of \$0.002226 per kwh used per month
Rate 844	A charge of \$0.000133 per kwh used per month
Rate 845, 846, 847	A charge of \$0.000007 per kwh used per month

The Rate 847 Demand Side Management Adjustment Factor is applicable to all customers billed under this rate code under contracts approved by the Commission.

Effective Date  
October 28, 2011

**GENERAL RULES AND REGULATIONS  
APPLICABLE TO ELECTRIC SERVICE**

No. 1 of 30 Sheets

**1. RULES AND REGULATIONS ON FILE**

A copy of all rates, rules and regulations under which service will be supplied is posted or filed for the convenience of the Public in the office of the Company and with the Indiana Utility Regulatory Commission (IURC).

**2. WRITTEN APPLICATION OR CONTRACT REQUIRED**

A written application for service or properly executed contract may be required from Customers before the Company will be required 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 contracts for a suitable period of time and reasonable guarantees.

**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 before such contract is signed and approved.

**4. ACCESS TO PREMISES**

The properly authorized agents of the Company shall have the right to enter upon the premises of the Customer at all reasonable times for the purpose of inspecting, reading, testing, repairing or replacing the meter or meters, appliances and equipment used in connection with its service and removing the same on the termination of the contract or the discontinuance of the service.

**5. EQUIPMENT LOCATION PERMIT**

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

**6. CUSTOMER BILLING**

**A. Payment of Bills**

Bills will be issued and payable monthly and must be paid at an office or an established collection agency of the Company. If a bill is not paid within seventeen days from the date mailed, the Customer shall be considered delinquent in payment, and the Company may, upon complying with Rule 16 of the Rules and Regulations of Service for Electrical Utilities in Indiana of the IURC (IURC Rules and Regulations), disconnect service. Failure to receive the bill shall not entitle the Customer to relief from the deferred payment provisions of the rate if he fails to make payment within said seventeen-day period, nor shall it affect the right of the Company to disconnect service for non-payment as above provided.

Effective Date  
July 6, 2011

**GENERAL RULES AND REGULATIONS  
APPLICABLE TO ELECTRIC SERVICE**

No. 2 of 30 Sheets

**6. CUSTOMER BILLING (continued)**

**B. Senior Citizen Payment Plan**

The Company may, upon request, extend the due date (i.e., the date 17 days following the billing date) to the sixth day of the month following the month in which a customer is billed, provided that the Customer applies for and is accepted by the Company as a participant in the Senior Citizen Payment Plan. In order to participate in the Senior Citizen Payment Plan, the Customer must meet the following conditions:

1. The Customer must be taking Residential service, which must be in the Customer's name;
2. The Customer must be retired and must show proof of receiving monthly social security benefits;
3. The Customer must be sixty years of age or older and must show proof of age in a form acceptable to the Company; and
4. The Customer's normal due date falls either on or between the first and the fourth day, or on or between the twenty-first and last day of the month.

**7. PAYMENT AFTER DUE DATE OF SERVICE BILL**

Once in each half calendar year, but not more often, the Company may upon the Customer's request waive the deferred 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.

**8. RECONNECTION CHARGE**

Whenever the service has been turned off by the Company for non-payment of bills or whenever a reconnection of service is made for a Customer at the same location, more often than once in a twelve-month period, and service in each such case has been turned off at the Customer's request, a charge will be made by the Company to cover the cost of reconnection of service, which charge shall be in accordance with reconnection charges listed on Sheet No. 57 of this tariff.

**9. DEPOSIT TO INSURE PAYMENT OF BILLS**

**A. 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 and Regulations.

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**9. DEPOSIT TO INSURE PAYMENT OF BILLS (continued)**

**B. Applicable to Commercial and Industrial Customers**

The Company may require from any applicant or customer, as a guarantee against the non-payment of bills, a cash deposit equal to the amount payable for service for a 60-day period as estimated by the Company. In all cases, where the monthly amount payable is in excess of that covered by the deposit, the Company may increase the amount of deposit required, but such deposit shall not exceed the estimated amount payable for a sixty-day period.

In the case of a cash deposit as a guarantee against the non-payment of bills, simple interest thereon at the rate established by the Indiana Utility Regulatory Commission shall be paid by the Company for the time such deposit is held by the Company, but for no period less than twelve months. 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.

**10. PREDICATION OF RATES**

The Company's electric rates are predicated upon the supply of service to the Customer separately for each premises and for the ultimate usage of such separate premises. The combining of service of two or more separate classifications through a single meter, or of two or more premises, or of two or more separate living quarters of the same premises, will be permitted only under such rules and regulations as filed by the Company and approved by the Indiana Utility Regulatory Commission. (See Rules No. 11, 12 and 13). An outlying or adjacent building of the Customer, if located on the same premises, 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 building. "Premises" as herein used shall mean the main residence, or living quarters for the use of a single family, or main building of a commercial Customer, and shall include the outlying or adjacent buildings used by the same provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building.

**11. BUILDING CONTAINING TWO OR MORE SEPARATE LIVING QUARTERS**

Where RESIDENTIAL service is supplied through one meter to an apartment house or to a building containing two or more separate living quarters, the Customer shall have the option, by written application to the Company, of electing whether:

- (a) the service shall be classed as Residential, in which case, for billing purposes, the blocks and minimum payment of the Residential rate shall be multiplied by the number of living quarters served through the meter.
- (b) the service shall be classed as General Service, in which case, for billing purposes, the General Service rate shall be applied on the basis of a single customer.

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**11. BUILDING CONTAINING TWO OR MORE SEPARATE LIVING QUARTERS (continued)**

The election made by the Customer shall continue for a period of twelve months and thereafter until the Customer notifies the Company, in writing, of his election to have the selected classification of such service changed. Each such election subsequent to the initial election shall continue for a twelve-month period and thereafter until the Customer again notifies the Company, in writing, of his election to change his selection of the classification of such service.

The Customer may arrange the wiring at his own expense, so as to separate the combined service and permit the Company to install a separate meter for each separate living quarter. In each such case the readings of each such meter shall be billed separately on the Residential rate. 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.

**12. COMBINED RESIDENTIAL AND COMMERCIAL SERVICE**

Where both residential and commercial classes of service are supplied through one service and one meter to the same Customer on the same premises 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 the residential service rate only when the equipment for such non-residential use is within the capacity of one 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and 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 tariffs. In the event the Customer elects to not separate the residential and non-residential wiring, the total metered consumption will be billed under the appropriate general service tariff.

**13. RESALE OF THE SERVICE**

Service will not be furnished under any schedule of the Company on file with the Commission to any Customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such service.

**14. CHOICE OF OPTIONAL RATE**

Where optional rate schedules are available for the same class of service, the Customer shall designate the Schedule he desires. Where selection of the most favorable schedule is difficult to pre-determine, the customer will be given reasonable opportunity to change to another schedule, provided, however, that after one such change is made, the Customer may not make a further change in schedule until twelve (12) months have elapsed.

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**14. CHOICE OF OPTIONAL RATE (continued)**

The Company will, at the request of the Customer, assist the Customer in the choice of the schedule most advantageous to the Customer, but the Company does not guarantee that the Customer will at all times be served under the most favorable rate, nor will the Company make refunds representing the difference in charges between the rate under which service has actually been billed and another rate applicable to the same class of service; provided that if the Customer is placed on an unfavorable rate through erroneous advice of the Company, the Customer shall be changed to the most advantageous rate immediately upon discovering such error.

**15. COMPANY RESERVES THE RIGHT TO SHUT OFF SUPPLY**

The Company reserves the right to shut off the supply of all service to all or any part of the premises in accordance with applicable IURC Rules and Regulations for any of the following reasons:

- (1) if a condition dangerous or hazardous to life, physical safety or property exists; or
- (2) upon order by any court, the Commission or other duly authorized public authority; or
- (3) if fraudulent or unauthorized use of electricity is detected and the utility has reasonable grounds to believe the affected Customer is responsible for such use; or
- (4) if the utility's regulating or measuring equipment has been tampered with and the utility has reasonable grounds to believe that the affected Customer is responsible for such tampering; or
- (5) for violation of any of the Rules and Regulations applicable to the service, and
- (6) for repairs; or
- (7) for non-payment of bills upon compliance with the IURC Rules and Regulations;
- (8) for want of supply; or
- (9) for any lawful reason. Such discontinuance shall not, however, invalidate any contract and said Company shall have the right to enforce any contract notwithstanding such discontinuance.

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**15. COMPANY RESERVES THE RIGHT TO SHUT OFF SUPPLY (continued)**

A Customer may request that the Utility notify a predesignated third party of an electric service disconnection notice issued to the Customer. Such request shall be made in writing in the form of a Third Party Designation Authorization. When requested, the Utility shall notify the predesignated third party, by mail, of the pending service disconnection at the time the Utility renders the disconnection notice to the Customer. The Utility may restrict the use of this Third Party Designation Authorization to its customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

**16. FAILURE OF METER**

Whenever it is discovered that a meter is not recording within the limits of accuracy as prescribed in the IURC Rules and Regulations, adjustment shall be made in accordance with such rules.

**17. 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 premises, 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 such property or tamper therewith.

**18. INTERRUPTION OF SERVICE, ETC.**

The Company shall not be responsible in damages for any failure to supply electric service or for interruption or reversal of the supply of electrical energy, or for defective wiring on the Customer's premises, or for damages resulting to a Customer or to third persons from the use of electricity or the presence of the Company's equipment on the Customer's premises, unless due to fault, neglect, or culpability on the part of the Company. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, the Act of God, or unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or culpability on its part.

**19. DISCONTINUANCE OF SERVICE**

The Customer shall be responsible and pay for all electric service supplied to the Customer's premises until the third working day following the requested disconnection date given by the Customer at the office of the Company to discontinue service.

**20. MONTH**

A "Month" means the period between any two consecutive regular readings by the Company of the meter or meters on the premises, such readings being taken as nearly as practicable every thirty (30) days.

**21. DESCRIPTION OF SERVICE TO BE FURNISHED**

The Customer shall (upon request of the Company) provide the Company with the 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 it will be served.

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**22. EXTENSION OF DISTRIBUTION LINES AND SERVICES**

Upon proper application, the Company will provide necessary distribution and service facilities for rendering service. A contribution or minimum guarantee will be necessary when the estimated revenue for a two and one-half year period is less than the estimated cost of such facilities.

See Appendix A to Rule 22 attached "Rules and Procedures for Overhead or Underground Services." (Sheets Nos. 60W through 60EE).

**23. INSIDE WIRING AND ENTRANCE EQUIPMENT**

Applicants for service must at their own expense equip their premises 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 rules of the Company in force at the time. The Company shall be under no duty to inspect the wiring and equipment of the Customer.

The applicant shall at all times maintain the service entrance and the wires inside the building.

**24. LOCATION OF COMPANY TRANSFORMERS, METERS, AND EQUIPMENT**

When the form of service requires, the Customer shall provide free of expense to the Company, and at a location satisfactory to the Company, a suitable place for necessary transformers, meters, or other equipment which may be furnished by the Company.

**25. METERS TO BE INSTALLED BY THE COMPANY**

The electrical 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 on different classes of service (each class being charged for at different rates), 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 on the same class of service in the same premises for the same Customer, the sum of the registration shall in all cases be taken as the total registration.

**26. METER TESTING**

The Company will test meters used for billing Customers in accordance with the IURC Rules and Regulations. A copy of these rules is on file at the Company's office.

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**27. GENERAL SERVICE**

A Customer will be considered a general service Customer when so designated by the applicable rate or when either of the following service characteristics are present: ( i ) the Customer operates an electric motor on the premises with a rating in excess of ten (10) horsepower, or (ii) the required transformer capacity exceeds 100 KVA.

**I. Residential**

A residential Customer, at his option, and in accordance with current provisions of the National Electric Code, may have a general service in addition to his residential service billed separately under applicable rates.

**II. Commercial and Industrial**

A commercial or industrial Customer, at his option, and in accordance with current provisions of the National Electric Code, may have at a single delivery point, two (2) services billed separately under applicable rates.

**28. 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 for the cost of effecting repairs necessitated by such use and/or tampering. In any event, the Company may make a charge 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 of the Indiana Utility Regulatory Commission 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 premises, 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 the cost of effecting repairs, and disconnection without notice.

**29. CHARGE FOR NONSUFFICIENT FUND CHECKS**

A charge will be made to reimburse the Company for its cost in handling a check returned by any bank for nonsufficient funds, which charge shall be \$20.00.

**30. TEMPORARY SERVICE**

The charge for temporary service, where existing facilities can be utilized to supply single phase 120 or 120/240 volt service no larger than 100 amps, shall be \$379.00 for overhead service or \$462.00 for underground service. The applicable rate schedule shall apply for service furnished. The charge for temporary service other than those stated above shall be determined by estimating the cost of construction and removal

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**30. TEMPORARY SERVICE (continued)**

of facilities, including labor, material, stores freight and handling, and job order overhead, less any estimated salvage value of material recovered.

**31. NOTIFY COMPANY BEFORE INCREASING LOAD**

The service connections, transformers, meters and equipment supplied by the Company have definite capacity and no substantial addition to the equipment or connected load thereto will be allowed except upon written consent from the Company.

**32. 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. (See Rule 33)

**33. AUXILIARY SERVICE**

Auxiliary Service is herein defined as electric service rendered by the Company to a Customer wherein such Customer's premises are 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 his alternative or other source of supply upon the conditions herein prescribed.

A. Where total connected load to be supplied by Company's service does not exceed 15 kilowatts:

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

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

For the purpose of determining the demand of the total connected load contracted for, the Company may install a demand meter which shall measure the highest average load in kilowatts 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 kilowatts, then the maximum demand shall be taken at fifty percent (50%) of such maximum momentary demand; provided, further

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**33. AUXILIARY SERVICE (continued)**

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 standby service, then such measured demand shall be used in calculating the 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 his own 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) 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 any such yearly expiration, of such party's election to discontinue the service.

B. Where total connected load to be supplied by Company's service exceeds 15 kilowatts:

In such cases, auxiliary service shall be furnished only upon execution of a special contract.

**34. LOAD REDUCTION AND CURTAILMENT**

**34.1 Company Load Reduction During Fuel Shortages**

This step will be taken by the Company when its fuel supplies are decreasing and the remaining fuel supplies are sufficient in its opinion for not more than approximately 60 days' operation of its generation facilities.

A. Company use of electric energy will be reduced in any way that will not jeopardize essential operations.

B. The Company will partially or fully terminate the availability of electric energy under the "Surplus Capacity" provisions of rates for "Industrial Power Service" or "General Service – Large Use".

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**34. LOAD REDUCTION AND CURTAILMENT (continued)**

**34.2 Economic Dispatch During Curtailment**

Fuel supply levels at the Company's generating stations will become a determinant in economic dispatch decisions in an effort to maintain a reasonable supply of fuel at all generating stations at the time the Indiana Utility Regulatory Commission determines that a fuel emergency exists or at the time the Company is required to initiate either voluntary or mandatory curtailment under this plan. In the event of a decision to depart from economic dispatch, the Company shall file with the Commission its planned methodology and implementation for departing from economic dispatch. Economic dispatch shall be resumed on the conclusion of the emergency and/or voluntary or mandatory curtailment unless the Company is authorized by the Commission to continue its fuel conservation methodology beyond the period of the emergency and/or voluntary or mandatory curtailment.

**34.3 Customer Voluntary Load Reduction During Fuel Shortages**

If fuel supplies continue to decrease and the Company's remaining fuel supply is sufficient, in its opinion, for not more than 50 days' operation of its generating facilities, appeals to users will be made for the voluntary curtailment of load. Efforts would be made to obtain a decrease in usage of at least 15 percent.

A. Public appeals will be made by the Company through appropriate news media asking customers to reduce their use of electric energy by at least 15 percent because of the impending fuel shortage.

B. Direct appeals will be made by the Company to major industrial and commercial customers and to wholesale customers requesting them to shut off nonessential loads and curtail usage in an effort to obtain a 15 percent reduction.

**34.4 Relief to Customers for Voluntary Load Reduction During Fuel Shortages**

If an appeal has been made by the Company through appropriate news media or by direct appeal to the customer for voluntary electric energy reduction because of an impending fuel shortage, the Company will reward those customers who do reduce their electrical consumption by suspending the minimum demand charge for the period of the requested voluntary curtailment. No relief from the minimum demand charge will be given for those customers who do not reduce their electrical consumption.

**34.5 Mandatory Load Reduction During Fuel Shortages**

If fuel supplies continue to decrease, and the Company's remaining fuel supply is sufficient, in its opinion, for not more than 40 days' operation of its generating facilities, mandatory curtailment will commence pursuant to Sections 34.6 through 34.14 hereof, unless the Company has achieved no less than a 10 percent reduction in daily kilowatt-hour usage on a consistent basis through voluntary curtailment. If a reduction of 10 percent or more has been achieved, mandatory curtailment may be deferred until a 30-day fuel supply remains.

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**34. LOAD REDUCTION AND CURTAILMENT (continued)**

**34.6 Mandatory Curtailment, Limitation and Priorities of Service**

When fuel supplies reach the levels specified in Section 34.5 or when for any reason sufficient amounts of electric power in the judgment of the Company are not available to the Company to meet all existing and reasonably anticipated demands for service or to protect the integrity and stability of the system, the Company shall have the right to restrict, limit, or curtail electric service within any of its systems so affected in accordance with any of the provisions of this Rule.

**34.7 Definitions**

For the purpose of this Rule, the following terms shall have the following meanings:

**A. Human Needs Requirements**

Human needs requirements for electricity shall consist of only that portion of the electrical requirements of customers which are essential to preserve and maintain the public health, safety and welfare as determined by the Company, including the following requirements:

1. Minimum essential requirements of hospitals, medical centers, medical products and supplies, doctors' offices, nursing homes, and life support equipment such as kidney machines and respirators.
2. Minimum essential requirements of fire departments, police departments, civil defense and emergency Red Cross services.
3. Minimum essential requirements of those customers engaged in the production, distribution, and storage of essential dairy products, meat, fish, poultry, eggs, fresh produce, bread, rolls and buns (including the raw materials to manufacture bread, rolls and buns) to be prepared and consumed by humans.
4. Minimum essential requirements of those customers engaged in the production, distribution and storage of essential feed which will be fed to livestock and poultry.
5. Minimum essential water, sewerage, and communication facilities.
6. Minimum essential requirements of facilities used for the production, transportation, and distribution of essential energy supplies.
7. Any other use of electricity which is essential to public health, safety, and welfare as determined by the Company.

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**34. LOAD REDUCTION AND CURTAILMENT (continued)**

**34.7 Definitions (continued)**

For the purpose of this Rule, the following terms shall have the following meanings:

**B. Residential Customers**

Residential customers shall be residential dwellings, mobile homes, apartments, or condominiums.

**C. Commercial Customers**

Commercial customers shall be customers engaged primarily in wholesale or retail trade and services including clubs, institutions, and local, state and federal governmental agencies.

**D. Industrial Customers**

Industrial customers shall be customers who are engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.

**E. Service Obligation**

Service obligation shall be the smaller of the following:

1. KW demand specified in the customer's contract for electric service;
2. Largest metered demand (peak period demand for customers served on rates designating peak periods) in the previous 12 months. If no such demand information is available, an estimate will be used determined by dividing the KWH in the maximum usage month in the previous 12 months by 200 hours. Adjustments may be made for customers with changed circumstances that have caused the present 12-month usage to be non-representative of current usage.

**F. Living Quarters**

Living quarters as used in Service Priority Class II shall mean hotels, motels, dormitories and similar dwelling places.

**G. General Service Customers**

Commercial and Industrial customers served on one of the "General Service" rates.

**H. Base Monthly Consumption**

Base monthly consumption will be the customer's average billing month usage based upon the three (3) month period in the prior year which corresponds to the billing month being curtailed and the immediately preceding and succeeding months. Adjustments may be made for customers with changed circumstances that have caused the prior year's usage during the period to be non-representative of current usage during the period.

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**34. LOAD REDUCTION AND CURTAILMENT (continued)**

**34.7 Definitions (continued)**

**I. New Customers**

The service obligation and the base monthly consumption for a new customer with less than 12 months' service history shall be estimated by the Company.

**J. Days of Fuel Supply**

As used in this plan, the number of days fuel supply will be determined by the Company after considering the following and such other factors as it deems pertinent:

- (a) Amount of fuel in inventory.
- (b) Projected availability of additional fuel.
- (c) Projected availability of electric energy from interconnected utilities.
- (d) Projected use by customers.

**34.8 Emergency Curtailment Without Regard to Priority**

The Company reserves the right to order electric service curtailment during fuel shortages without regard to priority. (See Rule 35)

**34.9 Priority of Service**

Priority of service, in the event of mandatory curtailment, shall be as set forth below. The highest priority is Service Priority Class I and the lowest priority of service is Service Priority Class IX.

**Service Priority Class**

- I Human Needs
- II Residential, living quarters, commercial and industrial customers with a service obligation of 50 KW or less
- III General Service customers with a service obligation of more than 50 KW but less than 500 KW and Class VIII customers after initial curtailment
- IV General Service Customers with a service obligation of 500 KW but less than 1,000 KW
- V General Service Customers with a service obligation of 1,000 KW but less than 3,000 KW
- VI General Service customers with a service obligation of 3,000 KW but less than 10,000 KW

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**34. LOAD REDUCTION AND CURTAILMENT (continued)**  
**Service Priority Class (continued)**

- VII General Service customers with a service obligation of 10,000 KW or more and all customers served on "Industrial Power Service" rates
- VIII Schools, colleges, universities and other educational institutions, night-time sports entertainment and recreational activities
- IX "Surplus Capacity" customers

**34.10 Mandatory Curtailment Procedure**

Curtailment, unless pursuant to 34.8, shall begin with Service Priority Class VIII and IX and continue as necessary through Service Priority Classes VII, VI, V, IV, III, II, and I as follows:

1. Telephone calls, confirmed by written notice, shall be given to service Priority Class IX customers to fully (100 percent) curtail such service.
2. Public notice, by press release, shall be given to Service Priority Class VIII customers to curtail their electric requirement to 60 percent of their service obligation or base monthly consumption, whichever is applicable.
3. After notice is given to Service Priority Class VIII and IX curtailment will commence in Service Priority Class VII and continue until a service level is reached of not more than 90 percent but no less than 80 percent of service obligation or base monthly consumption, whichever is applicable. If further curtailment is necessary, curtailment will commence and proceed sequentially as necessary through Service Priority Classes VI, V, IV, III, and II, provided that the curtailment to each succeeding lower numbered Service Priority Class shall be at least 10 percent but not more than 20 percent less than the next higher numbered Service Priority Class beginning with Service Priority Class VII. Customers in Class VIII shall be further curtailed with Class III customers as the curtailment level of Service Priority Class III reaches 60 percent.
4. When Service Priority Class VII is curtailed to a level of 35 percent of service obligation or base monthly consumption, any further necessary curtailments shall be made from next succeeding Service Priority Classes, beginning with Service Priority Class VI, until each class through Service Priority Class II reaches 35 percent level, provided that each reduction, until a Service Priority Class shall be curtailed to the 35 percent level, shall maintain the interval of at least 10 percent but not more than 20 percent between succeeding Service Priority Classes.

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34. **LOAD REDUCTION AND CURTAILMENT (continued)**

34.10 **Mandatory Curtailment Procedure (continued)**

5. After Service Priority Classes VII, VI, V, IV, III, and II are curtailed to a level of not more than 35 percent of service obligation or base monthly consumption, Service Priority Classes VII through II, both inclusive, will be further curtailed by equal percentages until full (100 percent) curtailment occurs.
6. After Service Priority Classes VII, VI, V, IV, III, and II are in full (100 percent) curtailment, curtailment shall commence in Service Priority Class I as necessary.

Except as provided in Sections 34.10,1. and 34.10,2., the Company will give notice of curtailment in the most effective manner possible and as much in advance as possible with regard to the exigencies and the number of customers to be notified. The curtailment shall be effective as of the time and date specified in the notice.

34.11 **Curtailment by Short-Term Service Interruption**

In the event mandatory curtailment is imposed, as above provided, the Company, in addition may employ, for not more than two (2) hours duration at any one time selective short-term service interruptions by operation on a rotational basis of distribution switching equipment to effect the necessary curtailment in one or more service priority classes. Customers so interrupted shall be deemed to have complied with the specific curtailment ordered at that time and accordingly will not be subject to the penalty provision of Section 34.13 A and B.

34.12 **Restoration of Service**

Service shall be restored in the reverse order of the original curtailment.

34.13 **Penalty for Non-Compliance**

- A. Demand use in excess of that permitted under curtailment shall be subject to \$22.62 per KW per calendar day penalty, in addition to normal billing charges, for all electric service taken in excess of mandatory curtailment limitations.
- B. Energy use in excess of that permitted under curtailment shall be subject to a 12 cent per KWH penalty, in addition to normal billing charges, for all electric energy taken in excess of mandatory curtailment limitations.
- C. Penalty charges collected hereunder shall be segregated in a separate account, and may be expended only for ( i ) pollution control facilities, or ( ii ) costs of research and development.
- D. Customer failing to comply with the specified curtailment for more than a seven (7) day period will be subject to disconnection for the duration of the emergency.

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**34. LOAD REDUCTION AND CURTAILMENT (continued)**

**34.14 Applicability**

The terms and provisions of this Rule shall control notwithstanding any terms and provisions of rate schedules, General Rules and Regulations of the Company, or any contract or agreement between the Company and any customer to the contrary.

**35. EMERGENCY CURTAILMENT WITHOUT REGARD TO PRIORITY**

The Company reserves the right to order electric service curtailment without regard to the priority of service when in its judgement 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 but may be extended by Order of the Indiana Utility Regulatory Commission.

**36. CUSTOMER'S EQUIPMENT**

Where any of the Customer's utilization equipment has characteristics which, in the Company's judgement, may cause interference with service to other Customers or result in operation at a low power factor, the Customer shall, at the request of the Company, provide suitable facilities 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.

**37. VOLTAGES**

The standard nominal distribution service voltages within the service area of the Company are:

<b>SECONDARY</b>		<b>PRIMARY</b>	<b>TRANSMISSION</b>
<b>Single Phase</b>	<b>Three Phase</b>	<b>Three Phase</b>	<b>Three Phase</b>
120/240 volts	120/208 volts	4,330/ 2,500 volts	34,500 volts
120/208 volts	240 volts	12,470/ 7,200 volts	69,000 volts
	277/480 volts		138,000 volts
	480 volts		

The availability and application of these voltages will be determined by the Company and applicable Rate Schedule. Exceptions to the above standard voltages are a 11,000 volt industrial system in the Hammond Operating District and a 13,800 volt underground system in the City of Gary, both of which are limited to existing customers and in the process of being converted to the Company's standard voltage.

**38. NONE**

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**39. ADJUSTMENT OF CHARGES FOR COST OF FUEL**

A. Energy charges in the rate schedules included in this tariff are subject to charges for fuel cost and such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per KWH in accordance with the following:

$$\text{Fuel Cost Charge} = \frac{F}{S} - \$0.022556$$

where:

1. "F" is the estimated expense of fuel based on a three-month average cost beginning with the month immediately following the twenty-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 the Federal Power Commission's Uniform System of Accounts for Class A and B Public Utilities and Licensees;
  - (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
  - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than the Company's fuel cost of replacement net generation from its own system at that time; less
  - (d) the cost of fossil and nuclear fuel recovered through inter-system sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis;
2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "F", consisting of the net sum in kilowatt-hours of:
  - (a) net generation
  - (b) purchases
  - (c) interchange-in, less
  - (d) inter-system sales
  - (e) energy losses and Company use

B. The fuel cost charge 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 charge revenues.

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**39. ADJUSTMENT OF CHARGES FOR COST OF FUEL (continued)**

- C. The fuel cost charge shall be further modified to reflect the difference 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. See Appendix B for fuel cost charge.

**40. NONE**

**41. EXCESS FACILITIES**

Unless otherwise provided for in the Rate Schedule:

- (1) the Company will furnish as a normal installation, facilities adequate to supply service at a single point of delivery,
- (2) each normal installation shall include, where necessary, facilities for one standard transformation, and
- (3) the Company will furnish as a normal metering installation meters adequate to measure at a single point of delivery the demand and energy consumption of the entire premises, the type of such meters to be determined by the Company.

In the event service facilities in excess of a normal installation are requested by the Customer or are required to serve the Customer's load, the Company, subject to rules currently approved by the Indiana Utility Regulatory Commission, shall determine whether to extend facilities therefore, and if so, the Company shall furnish, install, and maintain such facilities, subject to the following conditions and such others as are reasonably necessary due to special conditions of service:

- (a) The type, extent, and location of such service facilities shall be determined by the agreement between the Company and the Customer.
- (b) Such service facilities shall be the property of the Company.
- (c) The Customer shall agree to pay to the Company a monthly rental equal to two percent (2%) of the estimated installed cost of the excess facilities.
- (d) The monthly rental shall be appropriately adjusted if a change is made in the excess facilities provided by the Company.

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**42. New Residential Development Procedures**

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

- (a) 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).
- (b) As used in this Rule, “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 2010, or in a separate proceeding filed in conformance with the Commission’s rules and regulations.
- (c) As used in this Rule, “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).
- (d) 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:
  1. the Margin Credits for the specific development are equal to or greater than the Margin Costs for that development; and
  2. the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- (e) If the Margin Costs of the facilities necessary to provide the electric service requested by initial applicant(s) exceeds the Margin Credits from such extension as provided in (d) above, Company shall make such extension if the initial applicant(s) meets one of the following conditions:
  1. Upon adequate provision for payment to Company by initial applicant(s) of that part of the Margin Costs in excess of the Margin Credits as provided in (d) above; or
  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) with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular 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 in any of the above cases 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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**New Residential Development Procedures (continued)**

- i. 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) years and up to the amount of the original deposit, in at least annual installments.
  - ii. In the event that the initial applicant(s) is (are) required to make any deposit, Company shall upon request make available to the initial applicant(s) the information used to establish the basis for the applicable deposit amount.
- (f) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, to the Commission the terms of service and deposit or Contribution determined by Company under (e)(1) or (e)(2) for review and determination as to the reasonableness of said terms.
- (g) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to the Margin Credits from such new Customer(s), less the Margin Costs to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the individual contribution of such applicant. Where a deposit is required under (e)(2) above, the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s). Such estimated Margin Credits from new Customer(s) shall also be subject to the provisions of (e)(2) above.
- (h) Company shall not be required to make extension as provided in this Rule unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties consistent with the provisions of this tariff.
- (i) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for any economic development rider as may be applicable in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions, provided that such special agreements are made on a non-discriminatory basis.

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**43. UNMETERED SERVICE – CABLE TELEVISION - (Obsolete)**

For continuous loads of constant wattage used for Cable Television service the kilowatt-hour usage shall be estimated. The monthly kilowatt-hours to be billed shall be equal to the product of 730 times the connected load in kilowatts.

Prior to the commencement of service at any delivery point, the Customer shall notify the Company of the initial connected load to be served. Thereafter the Customer shall notify the Company of every subsequent change of such load. The Company reserves the right to inspect the Customer's equipment at any time to verify the actual load.

Each point of delivery shall be billed separately.

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**43. UNMETERED SERVICE – CABLE TELEVISION – (Obsolete) (continued)**

The available General Service rate schedule shall be applicable to service furnished hereunder.

This Rule shall be applicable only until such time as the Company is capable of installing meters at all existing unmetered installations. All new installations shall be metered.

**44. UTILITY RESIDENTIAL WEATHERIZATION PROGRAM (URWP)**

The Company has replaced its Utility Residential Weatherization Loan Program (URWP) with a program for NIPSCO Energy Saver Loans as follows:

A NIPSCO Energy Saver Loan will be available through branch offices of NBD Bank and its affiliates located throughout the Company's service territory. The loans will be available for energy improvements to any residential customer upon approval for credit by NBD. The loans will be available at NBD's current interest rates, with principal amounts ranging from a minimum of \$1,000 to a maximum of \$10,000.

Customers must contact a participating NBD Bank or affiliated branch during regular business hours to apply for or inquire about the specific terms and conditions of a NIPSCO Energy Saver Loan. NBD is an Equal Housing and Equal Opportunity Lender.

**45. DEFAULT SCHEDULE FOR LARGE USE GENERAL SERVICE OR INDUSTRIAL CUSTOMERS**

Notwithstanding the conditions of service under Rate 824, in the absence of a contract between a Large Use General Service or Industrial Customer and Company, the rates and charges under Rate 824 will be applicable to any Large Use General Service or Industrial Customer requiring service from the Company.

**46. CUSTOMER CREDIT ADJUSTMENT FACTOR**

Rates and charges in the Rate Schedules included in this tariff are subject to a percentage credit approved by the Indiana Utility Regulatory Commission to reflect the Settlement Agreement and in accordance with the Order of the Indiana Utility Regulatory Commission approved September 23, 2002, in Cause No. 41746, and calculated as follows:

Customer Credit Adjustment Factor = G/R

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**46. CUSTOMER CREDIT ADJUSTMENT FACTOR (continued)**

Where:

- a.) "G" equals the guaranteed Customer Credit for the annual period coinciding with the twelve- (12-) total jurisdictional operating revenues in "R". The amount shall be computed to credit a Guaranteed Credit of Two Hundred Twenty-Five Million Dollars (\$225,000,000) over a minimum term of forty-nine (49) months. This amount shall be adjusted for any over or under crediting based on actual electric consumption in prior periods.
- b.) "R" equals the twelve- (12-) month total jurisdictional electric operating revenues collected by the Company adjusted for revenues from (a) special contract rates, (b) economic development rates, and (c) other revenues (i.e., miscellaneous service fees, NSF check charges and reconnection fees).

The Customer Credit adjustment factor shall be periodically computed with every Fuel Cost Adjustment filing and be made effective for the billing cycles included with each Fuel Cost Adjustment filing. In no event shall the Customer Credit adjustment factor reflect a net debit to eligible customers.

The Customer Credit shall be adjusted in Year 1 of the minimum term to reimburse One Million Eight Hundred Thousand Dollars (\$1,800,000) in litigation expenses incurred by the Parties to the Settlement Agreement, other than the Company, in Cause No. 41746.

Customer served under (a) special contract rates approved by the Commission, pursuant to I.C. 8-1-2-24 and/or I.C. 8-1-2-25, or (b) economic development rates, are not eligible for the Customer Credit.

See Appendix C, Sheet No. 59A, for the applicable Customer Credit percentage.

**47. ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR**

Energy charges in the Rate Schedules included in this tariff are subject to charges approved by the Indiana Utility Regulatory Commission to reflect rate base treatment for qualified pollution control property. and such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per KWH in accordance with the following:

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**47. ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR  
(continued)**

Environmental Cost Recovery Mechanism Factor ("ECRM") =  $(R \times P) / S$   
Where:

- a.) "ECRM" is the rate adjustment for each Rate Schedule representing the ratemaking treatment for qualified pollution control property.
- b.) "R" equals the total revenue requirement based upon the costs for the qualified pollution control property.
- c.) "P" represents the Production Demand Allocation percentage for the Rate Schedule.
- d.) "S" is the forecast 6-month KWH sales for the Rate Schedule.

The ECRM 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.

See Appendix D, Sheet No. 59B, for ECRM's per KWH charge for each Rate Schedule.

**48. ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL EXPENSE RECOVERY**

Energy charges in the Rate Schedules included in this tariff are subject to charges to reflect the recovery of operation and maintenance and depreciation expenses for qualified pollution control property placed in service, and such charges shall be increased or decreased to the nearest 0.0001 mill (\$.000001) per KWH in accordance with the following:

Environmental Expense Recovery Mechanism Factor ("EERM") =  $((D \times P) + (O \& M \times P_c)) / S$   
Where:

- a.) "EERM" is the rate adjustment for each Rate Schedule representing the recovery of operation and maintenance and depreciation expenses for qualified pollution control property placed in service.
- b.) "D" equals the total annual depreciation expense for the qualified pollution control property placed in service.
- c.) "P" represents the Production Demand Allocation percentage for the Rate Schedule.
- d.) "O&M" equals the total annual operation and maintenance expense for the qualified pollution control property placed in service.

**ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR**

The above rates are subject to an Environmental Expense Recovery Mechanism Factor set forth in Rule 48 of the accompanying General Rules and Regulations, in accordance with the Order of the Indiana Utility Regulatory Commission approved November 26, 2002, in Cause No. 42150. The Environmental Expense Recovery Mechanism Factor stated in Appendix E, Sheet No. 59C, is applicable hereto and is issued and effective at the dates shown on Appendix E.

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**48. ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL EXPENSE RECOVERY  
MECHANISM FACTOR (continued)**

- e.) "Pc," a percentage value, equals a composite allocation based on:
  - (1) x(%) times P defined in (c) above for each Rate Schedule; and
  - (2) (1-x)(%) times "Te," where:  
"Te" represents the Energy Allocation Percentage for each Rate Schedule; and
- f.) "S" is the forecast 12-month KWH sales for each Rate Schedule.

The EERM 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 EERM revenues and later reconciled with actual sales and revenues.

See Appendix E, Sheet No. 59C, for EERM's per KWH charge for each Rate Schedule.

**49. DEFINITION OF STREET LIGHTING**

As used in the Company's tariff herein, the term "STREET LIGHTING" shall include the lighting of streets and other public areas for customers, subject to the limitations and conditions contained in the tariff.

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**50. NET METERING**

In accordance with 170 IAC 4-4.2, the Indiana Utility Regulatory Commission Rules applicable to net metering, all Customers may own and 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 Megawatt (MW);
2. is located on the eligible net metering Customer's premises and operated by the Customer; and
3. 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 Rule, Customer may apply for treatment under the Company's Experimental Rate 850, 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 rule shall be determined by the sum of each Facility's nameplate capacity treated under this rule and shall not exceed thirty (30) megawatts (MW), 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 Appendix A to Rule 50 of the General Rules and Regulations Applicable to Electric Service.

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.

The Company will determine an eligible net metering customer's monthly bill as follows:

1. Rates and adjustments will be in accordance with the Company's electric service tariff and general rules that would apply if the eligible net metering customer did not participate in net metering.
2. 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 billing period, in accordance with the Company's normal metering practices. If the kilowatt hours (kWh) 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 billing period, 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 billing period, 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 Rule, any unused credit shall revert to the Company.

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July 13, 2011

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**51. INTERCONNECTION STANDARDS**

In accordance with 170 IAC 4-4.3 of the Indiana Utility Regulatory Commission Rules, as the same may be revised from time to time by the Commission, applicable to Customer-generator Interconnection Standards, ("Rule 4.3") eligible customers may own, operate, and interconnect generation equipment to the NIPSCO electric system after meeting the requirements of Rule 4.3, these rules and the approval process is defined.

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 Customer in good standing.

A customer shall initiate the approval process by submitting the appropriate application (see Appendix C or D to Rule 51 of the General Rules and Regulations Applicable to Electric Service for the appropriate application) 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 Rule 4.3.

Level 2: Customer-based generator facilities with a name plate rating fo 2 MW or less which meet the certification requirements of section 5 of Rule 4.3.

Level 3: Customer-based generator facilities which do not qualify for either Level 1 or Level 2.

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.

The interconnection review procedures are prescribed by the following sections of Rule 4.3:

Level 1: Section 6

Level 2: Section 7

Level 3: Section 8

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Before the Company may allow interconnection with an eligible customer's facility, the Customer shall be required to enter an interconnection agreement with the Company applicable to the facility. See Appendix A or B to Rule 51 of the General Rules and Regulations Applicable to Electric Service for the appropriate agreement.

The above stated agreements and associated applications are found in the General Rules and Regulations as Appendices to Rule 51, as follows:

1. Appendix A: Interconnection Agreement for Interconnection and Parallel Operation of Certified Inverter-Based Equipment 10kW or Smaller
2. Appendix B: Interconnection Agreement for Level 2 or Level 3 Facilities
3. Appendix C: Application for Interconnection - Level 1, Certified Inverter Based Generation Equipment of 10kW or Smaller
4. Appendix D: Application for Interconnection - Level 2 or Level 3
5. Appendix E: is Exhibit A

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- 52. ADJUSTMENT FOR CHARGES FOR DEMAND SIDE MANAGEMENT ADJUSTMENT FACTORS**  
Energy charges in the Rate Schedules included in this tariff along with Rate Code 847 are subject to charges approved by the Indiana Utility Regulatory Commission on May 25, 2011 in Cause No. 43618 to reflect the recovery of annual costs applicable to the Demand Side Management (DSM) programs. These charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh in accordance with the following:

$$\text{Adjustment Factor}_{\text{Rate}} = \text{Sum of } \frac{\text{DSM}_p \times \text{Cust}_{\text{Rate}}}{\text{Cust}_p \times \text{BE}_{\text{Rate}}} \text{ for all programs (P)}$$

where:

"DSM<sub>p</sub>" is the estimated DSM Costs for the current six (6) month period for each DSM/EE program (P). Subject to Commission approval, DSM Costs shall include all program costs, incentives, and net lost margins.

"Cust<sub>Rate</sub>" is the estimated number of customers in the rate eligible for DSM/EE program (P).

"Cust<sub>p</sub>" is the sum of the Cust<sub>Rate</sub> for all rates eligible for DSM/EE program (P).

"BE<sub>Rate</sub>" is the estimated jurisdictional billing kWh for each rate for the current six (6) month period.

The DSMA 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 DSMA revenues and later reconciled with annual sales and revenues.

The DSMA factors stated in Appendix G, Sheet No. 59E, is applicable hereto and is issued and effective at the dates shown on Appendix G.

Effective Date  
July 6, 2011

**APPENDIX A TO RULE 22  
GENERAL RULES AND REGULATIONS  
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No. 1 of 9 Sheets

Rules and Procedures for Overhead or Underground Services.

**REFERENCE:** National Electric Code, latest revision.  
Rule 25 and 26, IURC Rules and Regulations of Services for Electrical Utilities, March, 1976.

1. **DEFINITION**

- A. A service is defined as the facilities necessary for delivering energy from the electric supply system of the Company to the wiring system of the premises served.
- B. A secondary service is defined as one operating at 600 volts and below. A primary service is defined as one operating above 600 volts.
- C. A multiple-occupancy building shall be defined, from the standpoint of providing service, as one with one or more internal firewalls which are recognized and approved by the authority enforcing the National Electric Code.

2. **GENERAL**

- A. The Company will locate the point to which the service will be attached to the Customer's building. The section of the Customer's service entrance to which the overhead or underground service will be attached shall be installed according to the rules of the Company.
- B. The Customer or his contractor shall consult the Company prior to construction.
- C. See paragraph 6, etc., for examples delineating service ownership.
- D. The Company will make the connection to the Company's facilities and to the Customer's service entrance.
- E. Distribution lines and service lines, installed, owned and maintained by the Company, will be provided at no charge when the ratio of estimated cost to serve to the estimated annual revenue is no greater than 2.5 to one, subject to service length limitations indicated in this standard.
- F. In case of large commercial and industrial service, suitable arrangements shall be made between the Company and the Customer with regard to the extent of the service installed by the Company.

Issued Date

May 11, 1989

Issued By  
Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

April 26, 1989

**APPENDIX A TO RULE 22  
GENERAL RULES AND REGULATIONS  
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**2. GENERAL (continued)**

G. The Company shall serve a multiple-occupancy building as though each area subdivided by approved firewalls is an individual, free-standing structure of single occupancy. More than one service to each of these areas is permissible provided the Customer assumes all responsibility for installation, ownership and maintenance of all the additional services, subject to the physical, mechanical and electrical limitations of the Company's equipment.

**3. SERVICE – RESIDENTIAL, COMMERCIAL, INDUSTRIAL – SECONDARY -  
OVERHEAD, UNDERGROUND**

A. Distribution lines of unspecified length, including transformation equipment, and up to 135 feet of secondary service, will be installed, owned and maintained by the Company per paragraphs 2(E) and 4(A).

B. The Company will furnish, own and install a service, with associated hardware, up to 135 feet in length from the easement line (or property line if no easement exists). Service in excess of 135 feet will be installed and owned by the Company at the Customer's expense. See paragraph 4(A).

**C. Replacement of Company Service Deemed Inadequate Because of New Load**

1. The Company will replace the existing service with new service facilities at no cost to the customer.

**D. Replacement of Company Service Deemed Adequate**

**1. Relocation or Change in Company's Service Facilities**

If a Customer requests for his convenience, or by his actions requires, that the Company's service facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the Customer shall be charged the full cost of performing such service.

**E. Customer Option to Install Service**

Provision F(2) of Rule 25 of the Commission Rules for Electric Utilities permits the Customer to install and own a secondary service subject to specifications and inspection by the Company. When a Customer elects to install his own service, the following policy will apply:

Issued Date

May 11, 1989

Issued By  
Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

Effective Date

April 26, 1989

**APPENDIX A TO RULE 22  
GENERAL RULES AND REGULATIONS  
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3. **SERVICE – RESIDENTIAL, COMMERCIAL, INDUSTRIAL – SECONDARY – OVERHEAD, UNDERGROUND (continued)**

E. Customer Option to Install Service

1. The Company will be responsible for supplying the connectors and connecting the service to the Company's distribution facilities. These costs will be included in the costs to serve.
2. The Company shall assume no responsibility for services installed by the Customer.

4. **SERVICE – RESIDENTIAL, COMMERCIAL, INDUSTRIAL – PRIMARY – SECONDARY – OVERHEAD, UNDERGROUND**

A. Overhead

See paragraph 6, etc., for examples delineating ownership of supporting poles or structures to be located on Customer's property.

B. Overhead and Underground

1. Relocation or Change in Company's Service Facilities

If a Customer requests for his convenience, or by his actions requires, that the Company's service facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the Customer shall be charged the full cost of performing such service.

C. Underground

Unless otherwise required by local ordinance, the service may be direct buried, including where it passes under street, alleys, driveways, patios, walks and other hard surface areas that do not provide the only access to an area and are not used for emergency purposes. Where conduit is required to enclose, protect and provide for the installation and replacement of the service, it shall be PVC suitable for direct burial or heavy wall galvanized steel. Conduit shall be buried in clean soil free from ashes, cinders and muck. The Customer shall furnish, install, own and maintain all service conduit on his property and the Company will install, own and maintain all service conduit on public thoroughfares and utility easements. The Company will install, own and maintain all conduit and u-guard on Company poles.

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Hammond, Indiana

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**5. SERVICE – COMMERCIAL, INDUSTRIAL – PRIMARY METERING**

**A. Overhead**

An overhead primary service line of unspecified length, the transformer pole and the transformation and metering equipment will be provided by the Company. The Customer is to install, own and maintain any additional line and supporting poles, per paragraph 6.

**B. Underground**

An underground primary service line of unspecified length and the transformation and metering equipment will be provided by the Company, per paragraph 8.

Issued Date

May 11, 1989

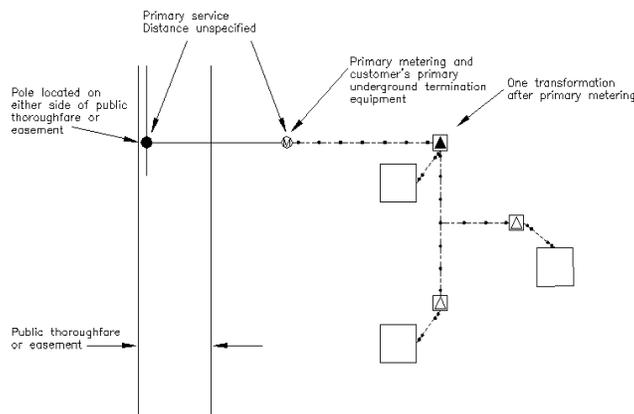
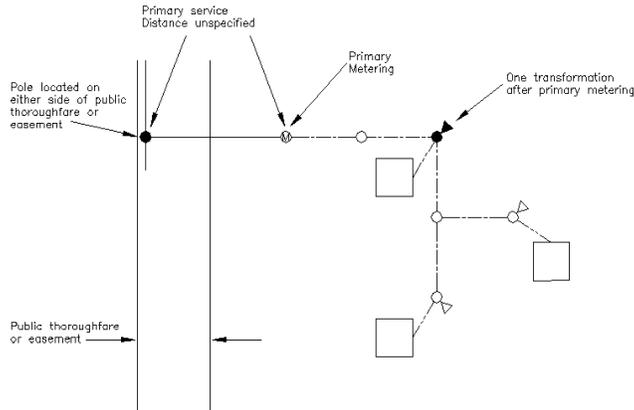
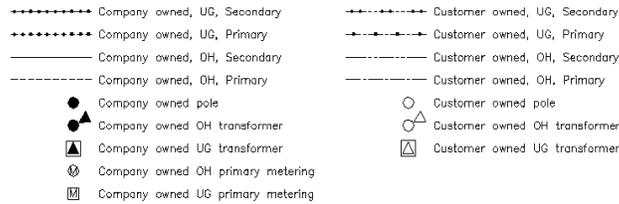
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Chairman and Chief Executive Officer  
Hammond, Indiana

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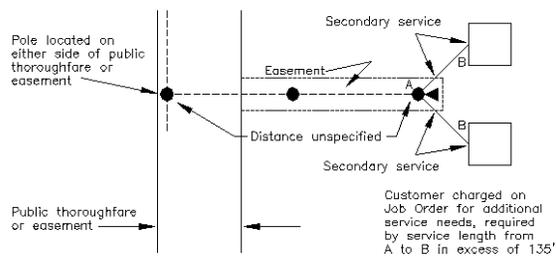
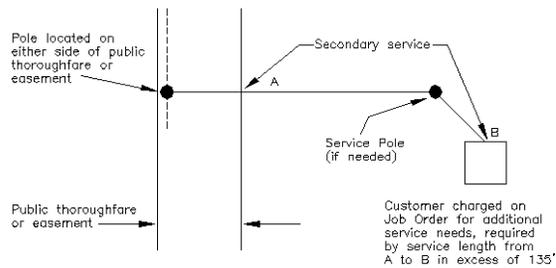
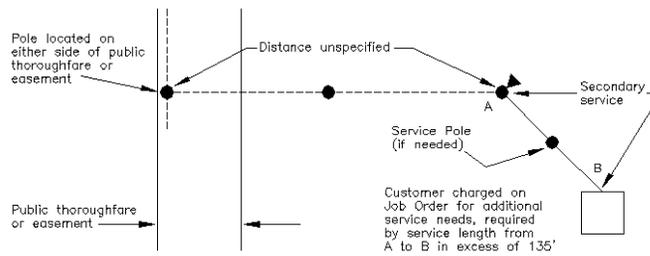
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 Edmund A. Schroer  
 Chairman and Chief Executive Officer  
 Hammond, Indiana

Effective Date

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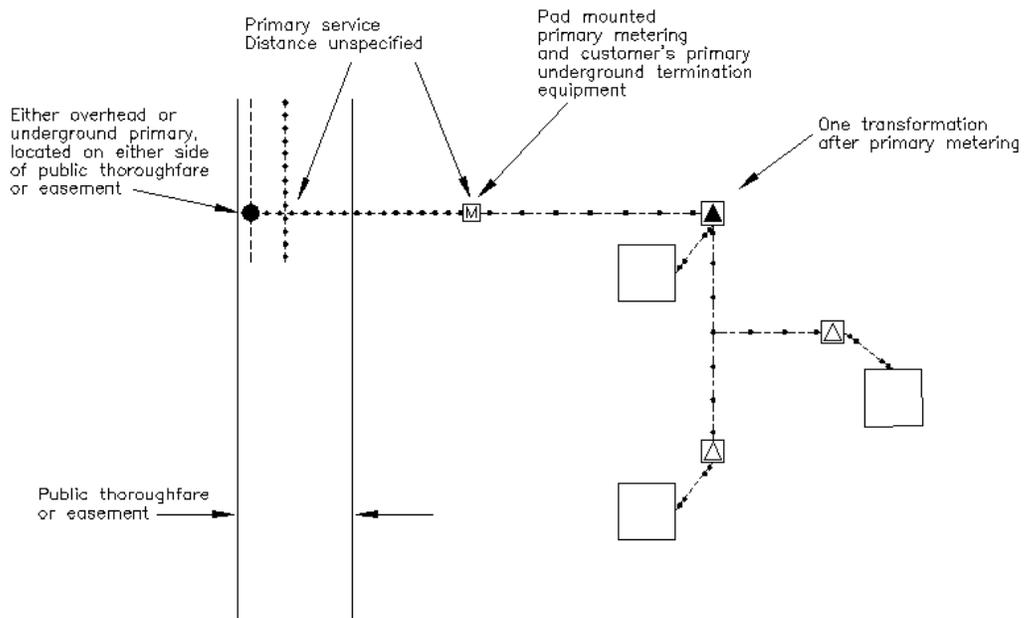
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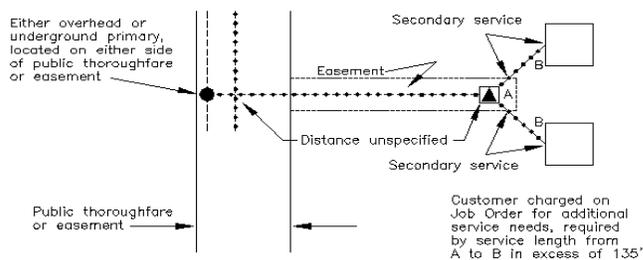
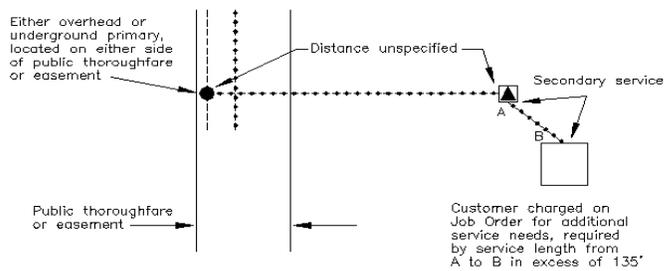
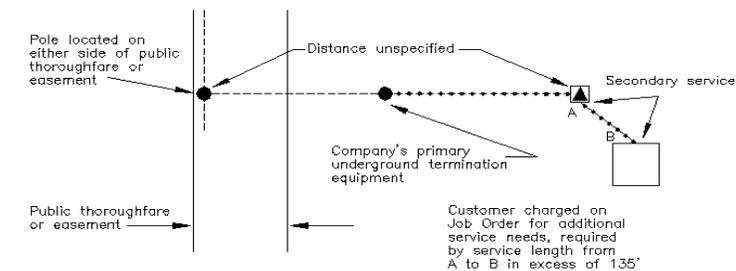
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Hammond, Indiana

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**APPENDIX A TO RULE 22  
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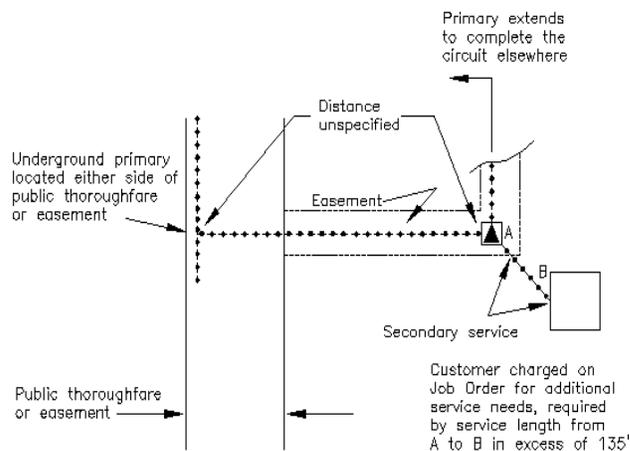
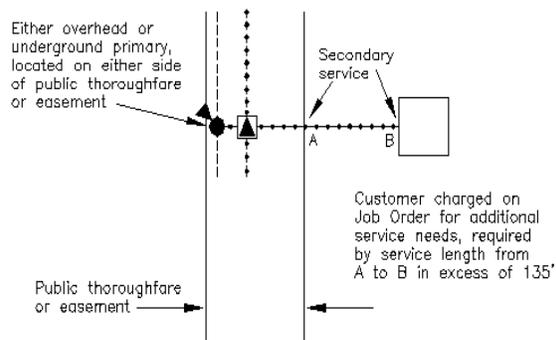
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Hammond, Indiana

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**APPENDIX A TO RULE 22  
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Issued Date

May 11, 1989

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Edmund A. Schroer  
Chairman and Chief Executive Officer  
Hammond, Indiana

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April 26, 1989

**APPENDIX A TO RULE 51  
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No. 1 of 2 Sheets

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): \_\_\_\_\_

\* 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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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: Business Link, 801 E. 86<sup>th</sup> Avenue, Merrillville, IN 46410

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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.

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- 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\*\*

**Fees**

Refer to General Rules and Regulations, Rule 51

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.

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9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data ( $X_d$ ,  $X'_d$ , &  $X''_d$ ).
10. 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: Business Link, 801 E. 86<sup>th</sup> Avenue, Merrillville, IN 46410

\*\* Level 2 and Level 3 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

**APPENDIX C TO RULE 51  
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**INTERCONNECTION AGREEMENT  
FOR INTERCONNECTION AND PARALLEL OPERATION  
OF CERTIFIED INVERTER-BASED EQUIPMENT 10 kW OR SMALLER**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_, by and between Northern Indiana Public Service Company ("Company"), and \_\_\_\_\_ ("Customer").

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

Issued Date  
December 6, 2006

Effective Date  
December 6, 2006

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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.

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 Indiana Utility Regulatory Commission ("Commission"). 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.

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.

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 rules and regulations of Company, including Company's General Rules and Regulations Applicable to Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

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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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mail To:  
NIPSCO  
Attn: Business Link  
801 E. 86th Avenue  
Merrillville, IN 46410

**APPENDIX D TO RULE 51  
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**THIS INTERCONNECTION AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, 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's General Rules and Regulations Applicable to Electric Service as each may be revised from time to time with the approval of the Indiana Utility Regulatory 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.

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.

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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.

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). 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

**APPENDIX D TO RULE 51  
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facilities shall 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.

6. **Insurance.** Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

**Coverage**

**Limits**

**Comprehensive General Liability**

**Contractual Liability**

(To be inserted depending upon the nature  
and size of the Generation Facilities.)

Bodily Injury

Property Damage

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

NIPSCO \_\_\_\_\_  
Attention: Corporate Insurance  
801 E. 86<sup>th</sup> Avenue  
Merrillville, IN 46410 \_\_\_\_\_

at least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company.

If Customer is sufficiently creditworthy, as determined by Company, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to Company, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend Company and to provide on a self insurance basis insurance benefits to Company, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party 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 used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.
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'

**APPENDIX D TO RULE 51  
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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 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 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.

**12. Commission Jurisdiction and Company Rules.** 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. Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Rules and Regulations Applicable to Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

**APPENDIX D TO RULE 51  
GENERAL RULES AND REGULATIONS  
APPLICABLE TO ELECTRIC SERVICE**

No. 5 of 6 Sheets

**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: Business Link  
801 E. 86<sup>th</sup> Avenue  
Merrillville, IN 46410

Issued Date  
August 15, 2007

Effective Date  
August 15, 2007

**APPENDIX D TO RULE 51  
GENERAL RULES AND REGULATIONS  
APPLICABLE TO ELECTRIC SERVICE**

No. 6 of 6 Sheets

Sheet No. 60SS has been cancelled and is reserved for future use.

**APPENDIX E TO RULE 51  
GENERAL RULES AND REGULATIONS  
APPLICABLE TO ELECTRIC SERVICE**

No. 1 of 1 Sheet

**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.