NORTHERN INDIANA PUBLIC SERVICE COMPANY

IURC ELECTRIC SERVICE TARIFF

ORIGINAL VOLUME NO. 12

SCHEDULE OF RATES APPLICABLE TO ELECTRIC SERVICE

IN

CITIES, TOWNS AND UNINCORPORATED COMMUNITIES

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INDEX OF CITIES, TOWNS AND UNINCORPORATED COMMUNITIES FURNISHED ELECTRIC SERVICE

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

INDEX OF CITIES, TOWNS AND UNINCORPORATED COMMUNITIES FURNISHED ELECTRIC SERVICE

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

Also effective in rural territories furnished electric service by Company.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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GENERAL RULES AND REGULATIONS
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1. DEFINITIONS

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

1.1 Annual Usage. Customer's actual total electric usage for the most recent twelve consecutive billing months, or Company's estimate of Customer's total electric usage for the next twelve consecutive billing months if actual usage information is not available.

1.2 Applicant. Any new customer requesting a new Rate Schedule.

1.3 Bill. An itemized list or statement of fees and charges for electric service. A Bill may be rendered by mail or by electronic means.

1.4 Billing Demand. That Demand, stated in Kilowatts, upon which the Demand Charge in the Customer's Bill is determined in any given month.

1.5 Billing Period. The Billing Period is defined as the period for which a Customer has been billed. The Billing Period is the duration from the Bill's start date to the Bill's end date.

1.6 Cogeneration Facility. A facility that simultaneously generates electricity and useful thermal Energy and meets the Energy efficiency standards established for a cogeneration facility by the Federal Energy Regulatory Commission (FERC) under 16 U.S.C. 824a-3, in effect November 9, 1978.

1.7 Commercial Customer. Any customer primarily engaged in wholesale or retail trade and services, any local, state and federal government agency and any Customer not covered by another classification.

1.8 Commission. Indiana Utility Regulatory Commission (IURC) or its successor.

1.9 Company. Northern Indiana Public Service Company.

1.10 Company Standards. Electric Standards established by the Company and posted on the Company's website.

1.11 Contract Capacity / Contract Demand. A Customer's specified load requirements expressed in kWs for which a Customer contracts.

1.12 Contract Year. Twelve consecutive months used in the application of Rate Schedules.

1.13 Curtailment. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for reliability reasons.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

1.14 Customer. Any person, firm, corporation, municipality, or other government agency which has agreed orally or otherwise, to pay for electric service at a single premise from the Company.

1.15 Customer Charge. The dollar amount set forth in each Rate Schedule.

1.16 Day-Ahead LMP. The day-ahead market clearing price for energy as defined in the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff or its successor at the established NIPSCO load commercial pricing node(s).

1.17 Delinquent Bill. A Customer Bill that has remained unpaid for the period set forth in the IURC Rules (170 IAC 4-1-13).

1.18 Demand. The rate at which Energy is used by the Customer from the Company's system within an interval of time, stated in kWs.

1.19 Demand Charge. The portion of a Customer's Bill based on the Customer's Maximum Demand, in kW, and calculated on the Billing Demand under the applicable Rate Schedule.

1.20 Demand Indicating Meter (DI Meter). A meter capable of measuring and recording the maximum kW Demand, kVAR Demand and kWh within a specific range of time.

1.21 Disconnection. The termination or discontinuance of electric service.

1.22 Distribution Line. Any distribution line of the Company operated at a nominal voltage less than 69,000 volts.

1.23 Dwelling Unit. A residential living quarter.

1.24 Energy. The active component of the quantity of supply expressed in kWh.

1.25 Energy Charge. The portion of a Customer's Bill for electric service based on the Customer's Energy consumption, in kWh, under the applicable Rate Schedule.

1.26 FERC. Federal Energy Regulatory Commission or its successor.

1.27 Fuel Adjustment. The additional charges or credits the Company includes in a Customer Bill to offset the variance in the fuel cost in base rates compared to actual cost of fuel. This adjustment is represented as cents per kWh.

1.28 General Service. Service provided to a Non-Residential Customer.

1.29 Gross Margin. Revenues minus cost of fuel and purchased power.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

1.30 Human Needs Customers. Customers that include hospitals, medical centers, nursing homes and Customers where Curtailments would adversely affect public health and safety such as municipal fire departments, police departments, civil defense and emergency Red Cross services.

1.31 Industrial Customer. Any Customer who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.

1.32 Interruption. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for economic reasons.

1.33 Interval Data Recorders (IDR). A meter capable of measuring and recording kW Demand and kVAR Demand on a sub-hour time interval and hourly integrated basis and measuring Energy in kWh on a cumulative basis.

1.34 IURC. Indiana Utility Regulatory Commission or its successor.

1.35 IURC Rules. Rules and regulations for electric utilities promulgated by the IURC, codified in Title 170 of the Indiana Administrative Code (IAC), Article 4.

1.36 Kilovolt-Ampere (kVA). A measurement of total power - active power, measured in kWs, and reactive power, kVAR. The kVA is defined as the current that is required to electrify the system to reduce resistance and line loss. The equivalent of one kW when the Power Factor is one hundred percent (100%), or is at unity.

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

1.37 Kilovolt-Ampere Reactive Power (kVAR). A measurement of reactive power.

1.38 Kilowatt (kW). A measurement of active power. One kilowatt is equivalent to one thousand watts.

1.39 Kilowatt-hour (kWh). The Energy consumed by the use of one kW steadily for one hour.

1.40 Lagging Power Factor. The power factor of inductive loads is referred to as lagging, or less than 100%, based upon the power factor ratio.

1.41 Late Payment Charge. A one-time penalty assessed upon a Delinquent Bill.

1.42 Load Factor. The kWh divided by the product of the average hours per month (730 hours) times the kW maximum load in the month, expressed as a percentage.

1.43 Locational Marginal Pricing (LMP). The market clearing price for Energy, established by the Midwest ISO on a day ahead and real time basis, at the established NIPSCO Load Commercial Pricing Node(s).

GENERAL RULES AND REGULATIONS
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1.44 Maximum Demand. A Customer's Maximum Demand in any month shall be determined by the Customer's metering device. The Maximum Demand of electric Energy supplied in any month shall be taken as the highest average load in kWs occurring during any 30 consecutive minutes of the month.

1.45 Megawatt (MW). A measurement of active power. One megawatt is equivalent to one million watts.

1.46 Midwest ISO. Midwest Independent Transmission System Operator, Inc., or any successor.

1.47 National Electric Code. The standard for the safe installation of electrical wiring and equipment. It is part of the National Fire Codes series published by the National Fire Protection Association (NFPA).

1.48 Non-Residential Customer. Any customer that is not a Residential Customer.

1.49 Non-Sufficient Funds. An account shall be considered to have Non-Sufficient Funds for the following reasons:

1. The Customer's payment is considered delinquent by the banking institution.
2. The Customer has supplied the incorrect bank account number.
3. The Customer's bank account number is no longer available.
4. The Customer has issued a stop payment by the banking institution to the Company.
5. The Customer pays electronically, and a chargeback is subsequently assessed by the Customer's financial institution.
6. Any other instance when the financial institution refuses to honor the tendered payment.

1.50 Off-Peak Demand. The Demand taken during Off-Peak Hours.

1.51 Off-Peak Hours. All hours not defined as On-Peak Hours shall be considered Off-Peak hours.

1.52 On-Peak Demand. The Demand taken during On-Peak Hours.

1.53 On-Peak Hours. On-Peak Hours are those hours identified as "on-peak" in each applicable Rate Schedule.

1.54 Peak Power Factor. The Power Factor at the time of the Customer's maximum On-Peak Demand for the month.

1.55 Power Factor. The ratio of real power to apparent power.

1.56 Premise. The main residence, or living quarters for the use of a single family, or main building of a Commercial Customer, which includes the outlying or adjacent buildings used by the Customer provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

1.57 Present Value. The current value of a future payment, or stream of payments, discounted at the rate of return allowed by the IURC at the time the Company's Rate Schedules go into effect.

1.58 Primary Line. Any distribution line of the Company operated at a nominal voltage greater than 600 volts and less than 69,000 volts.

1.59 Qualifying Facility. A cogeneration or alternate energy production facility of eighty (80) MWs capacity or less which is owned not more than fifty percent (50%) in equity interest by a person primarily engaged in the generation or retail sale of electricity, gas, or thermal energy, as defined in the IURC Rules (170 IAC 4-4.1-1), or its successor.

1.60 Rate Schedule. The part of the Tariff setting forth the availability and charges for service supplied to a particular group of Customers, as filed with and approved by the IURC.

1.61 Real-Time LMP. As defined in the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff or its successor at the established NIPSCO Load Commercial Pricing Node(s).

1.62 Residential Customer. Any Customer that resides in a residential dwelling, mobile home, apartment or condominium using electricity.

1.63 Residential Service. Service provided to a Residential Customer.

1.64 Rider. The part of the Tariff setting forth supplemental provisions applicable to specific Rate Schedules, as filed with and approved by the IURC.

1.65 Rules. The part of the Tariff setting forth the General Rules and Regulations Applicable to Electric Service, as filed with and approved by the IURC.

1.66 Secondary Line. Any distribution line of the Company operated at a nominal voltage of 600 volts or less.

1.67 Substation. The electric equipment, structures, land and land rights, including transformers, switches, protective devices and other apparatus necessary to transform Energy from a Transmission or Primary Line voltage.

1.68 Subtransmission. Primary voltage of 34,500 volts.

1.69 Tariff. The entire body of the Rules, Rate Schedules and Riders.

1.70 Transmission Line. Any transmission line of the Company operated at a nominal voltage of 69,000 volts or greater.

1.71 Watt-Hour Meter. A meter capable of measuring and recording the amount of kWh supplied to the Customer.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

2. TARIFF ON FILE

2.1 Tariff on File

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

2.2 Special Conditions and Provisions

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

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

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

3. CHARACTER OF SERVICE

3.1 Standard Installation

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

3.1.1 Secondary Service (600 volts or less)

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

When a Customer installs its own secondary service, the Company shall assume no responsibility for such service.

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

3.1.2A Overhead

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

3.1.2B Underground

Underground Distribution Lines will be installed only where, in the opinion of the Company, such installation is necessary or where it is required by the IURC Rules. The decision whether such lines shall be installed "underground" or "overhead" shall be made by the Company where the matter rests in the Company's sole discretion. Underground primary service is not a standard installation as it relates to Rule 6.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

3.2 Voltages

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

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

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

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

4. APPLICATION, SERVICE REQUEST OR CONTRACT

4.1 Written Application or Contract Required

A written application for service may be required from a Customer before the Company will be obligated to supply service. The Company shall have the right to reject any application or contract for valid reason. When special construction or equipment expense is necessary to furnish service, the Company may require a contract for a suitable period of time and reasonable guarantees pursuant to Rule 6. Certain Rate Schedules may require the execution of a contract for service, and specify a minimum contract term.

4.2 Service to be Furnished

4.2.1 New Customers

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

4.2.2 Existing Customers: Notify Company Before Increasing Load

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

4.3 Modification of Contract

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

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION

5.1 Single Premise

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

5.2 Premise Containing Two Meters

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

5.3 Building Containing Two or More Separate Dwelling Units

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

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

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

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

The Customer may arrange the wiring at the Customer's own expense, so as to separate the combined service and permit the Company to install a separate meter for each separate Dwelling Unit. In each such case, the readings of each separate meter shall be billed separately under Residential Rate 611.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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

This rule has no application to rooming houses.

5.4 Combined Residential and Non-Residential Service

Where both residential and non-residential service are supplied through one service and one meter to the same Customer on the same Premise and where the principal use of Energy will be for residential purposes, but a small amount of Energy will be used for non-residential purposes, the Customer will be billed under Rate 611 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). When the non-residential equipment exceeds the above-stated maximum limit, the entire non-residential wiring may be separated from the residential wiring, so that the residential and non-residential loads may be metered separately. If the separation is accomplished, the residential and non-residential consumption will be billed under the appropriate Rate Schedule. In the event the Customer elects not to separate the residential and non-residential wiring, the total metered consumption will be billed under the appropriate General Service Rate Schedule.

5.5 General Service

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

5.5.1 Residential

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

5.5.2 Non-Residential

A non-residential Customer, at its option, and in accordance with current provisions of the National Electric Code, may have at a single delivery point, two services billed separately under applicable Rate Schedules.

5.6 Choice of Optional Rate

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

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The Company will, at the request of the Customer, assist the Customer in selecting the Rate Schedule most advantageous to the Customer, but the Company does not guarantee that the Customer will at all times be served under the most advantageous Rate Schedule, nor will the Company make refunds representing the difference in charges between the Rate Schedule under which service has actually been billed and another Rate Schedule applicable to the same class of service.

5.7 Resale of Service

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

5.8 Default Schedule for Large Use General Service or Industrial Customers

Notwithstanding the conditions of service under Rate 624, in the absence of a Commission approved contract between a large use General Service or Industrial Customer and the Company, Rate 624 shall be the default rate for any such Customer requiring service from the Company.

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6. SERVICE EXTENSIONS AND MODIFICATIONS

6.1 Extension of Lines and Services Beyond Standard Installations

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

6.1.1 The following definitions shall be applicable to this Rule:

i. "Margin Credits" for Residential Customers shall be equal to $3,500 for each residential meter. "Margin Credits" for Non-Residential Customers shall be equal to the present value of gross margin associated with each Non-Residential meter as estimated by the Company for a 6 year period.

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

iii. The values identified in (a) and (b) 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.

6.1.2 For extension of lines and services beyond standard service for Residential Customers, a contribution must be provided when the Margin Costs exceed the Margin Credits.

6.1.3 For extension of lines and services beyond standard service for Non-Residential Customers other than those taking service at Transmission or Subtransmission voltage levels, the Non-Residential Customer must provide a contribution, a letter of credit in a form satisfactory to the Company, or minimum guarantee prior to facilities installation when the Margin Costs exceed the Margin Credits; provided, however, if in the opinion of Company (i) the estimated cost of such extension and the prospective margin to be received 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 (ii) with slight or no immediate demand for service, or (iii) in the case of an installation requiring extensive equipment with slight or irregular service, or (iv) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then 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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(a) 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.

(b) 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.

6.1.4 For each Customer, exclusive of the initial applicants considered in the making of an extension, connected to such an extension within the period of six years from the completion of such extension, Company shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to the Margin Credits (for either Residential or Non-Residential, as applicable) of each meter when each meter comes on line, less the Margin Costs to service such new customer, but the total of all refunds to any such applicant shall in no event exceed the aforesaid contribution of such applicant.

6.2 Extension of Lines and Services Beyond Standard Installations

Upon request by a Customer taking service at a Transmission or Subtransmission voltage level, the Company will provide necessary facilities for rendering standard service. Prior to construction of facilities, a contribution, Letter of Credit in a form satisfactory to the Company, or minimum guarantee equal to the estimated cost to extend facilities may be demanded by Company when facilities beyond the standard installation pursuant to Company Rule 3.1 are required to serve the Customer prior to facilities installation. Any such demand shall be consistent with Commission rules and regulations. Once the Customer comes online and in the case of a contribution, the Customer shall be entitled to a refund equal to the Customer's estimated Present Value of Gross Margin for a 6 year period. Once the Customer comes online and in the case of a Letter of Credit or minimum guarantee, the Customer shall be entitled to reduction of the amount of the Letter of Credit or minimum guarantee equal to the Customer's estimated Present Value of Gross Margin for a 6 year period. Any such funds acquired under these conditions will be netted against any required Customer deposit before rendering service.

For each Customer, exclusive of the initial applicants considered in the making of an extension, connected to such an extension within the period of six years from the completion of such extension, Company shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to the Present Value of Gross Margin over a 6 year period of each meter when each meter comes on line, less the estimated cost to service such new customer, but the total of all refunds to any such applicant shall in no event exceed the aforesaid contribution of such applicant.

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6.3 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

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(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.

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.

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(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.

6.4 Provisional Service

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

6.5 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 its 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 the Customer shall select in effect for the location and for the class minimum monthly payment for such auxiliary service shall be calculated on the basis of $10.00 per month for the first 3 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 Schedule or contract.

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

6.6 Excess Facilities

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

6.6.1 The type, extent, and location of such service facilities shall be determined by agreement between the Company and the Customer;

6.6.2 Such service facilities shall be the property of the Company;

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6.6.3 The Customer shall agree to pay the cost to install such excess facilities and the cost to reserve any associated excess capacity, to be determined by the Company in its sole discretion, as is required as a result of the excess facilities. The Customer may elect to pay these costs either through: (1) an up-front contribution to the Company plus two percent (2%) of the cost to reserve excess capacity; or (2) a monthly recurring charge equal to two percent (2%) of the sum of the installed cost of the excess facilities plus the cost to reserve excess capacity;

6.6.4 If in accordance with Rule 6.6.3, the Customer elects the monthly rental option, then such monthly rental amount shall be appropriately adjusted if a change is made in the excess facilities provided by the Company;

6.6.5 The Customer shall provide power as specified by the Company, if so required, to operate such service facilities; and

6.6.6 Such other conditions as are reasonably necessary due to special conditions of service.

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7. CUSTOMER INSTALLATION

7.1 Inside Wiring and Entrance Equipment

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 Company's Rules. 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.

7.2 Exclusive Service on Installation Connection

Except for emergency generating equipment approved by the Company, no other electric light or power service shall be used by the Customer on the same installation in conjunction with the Company's service, either by means of a "throw-over" switch or any other connection, except under a contract for auxiliary service or under Rider 679.

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8. EQUIPMENT ON CUSTOMER'S PREMISE

8.1 Company's Property and Protection Thereof

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

8.2 Location of Company Transformers, Meters and Equipment

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

8.3 Equipment Location Permit

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

8.4 Access to 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(s), appliances and equipment used in connection with its service and removing the same on the termination of the contract or the discontinuation of service**.** Each meter, whether inside or outside a building, must be installed in a readily accessible location and be protected from damage, including, if installed outside a building, vehicular damage that may be anticipated. "Readily accessible" means the location should accommodate immediate access at the request of the Company for reading, inspection, repairs, testing, maintenance, and replacement of the meter. If a location is not readily accessible, or jeopardizes the safety of an authorized agent of the Company, as determined by the Company, the Company may request that the Customer take steps to correct the problem, or the Company may require the Customer to make payment to the Company of the full cost of correcting the problem.

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8.5 Tampering, Fraud, Theft or Unauthorized Use

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

8.6 Customer's Operations or Equipment

Where any Customer's utilization of or existence of equipment has characteristics which, in the Company's judgment, may cause or is causing 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 or otherwise take action to preclude such interference or improve such power factor, or both, as the case may be. Otherwise, the Company shall have the right to provide, at the expense of the Customer, the facilities necessary to preclude such condition or conditions. This right of Company shall also include the ability to require action by Customer to comply with the standards of any outside agency(ies) or duly applicable organization including FERC, NERC, Reliability*First*, Midwest ISO provided that Customer shall have the right to challenge Company's determination that such compliance is required or appropriate. Customer shall provide, upon request of Company, access to premises as described in this Rule 8, verified statements and/or other documentation as necessary to demonstrate compliance.

8.7 Customer's Generating Equipment

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

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9. METERING

9.1 Meters to be Installed by Company

The 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 for a Customer that is charged under two or more Rate Schedules, each meter shall be considered by itself in calculating the amount of any bills. Where building codes or other governmental regulation require a separate service for lighting or indicating exits of buildings, each meter shall be considered by itself in calculating the amount of any bills.

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

9.2 Meter Testing

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

9.3 Failure of Meter and/or Instrumentation

Whenever it is discovered that a meter is not recording within the limits of accuracy as prescribed in the IURC Rules, an adjustment shall be made in accordance with such Rules.

9.4 Demand Metering

The electric Energy to be used under the terms of schedules requiring an IDR, shall be measured at the delivery voltage as to Maximum Demand, use of electric Energy and Power Factor determination through meters to be located in a building or buildings approved by the Company, and furnished by the Customer on the Customer's 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 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

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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 proceeding the time the meter is out of service. The Customer shall also have the right to require a test of meters at reasonable intervals upon giving notice of its desire to have such test made by the Company.

9.5 Meter Reading Charge – Missed Appointment (Trip Charge)

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

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10. DEPOSIT TO INSURE PAYMENT OF BILLS

10.1 Applicable to Residential Customers

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

10.2 Applicable to Non-Residential Customers

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

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

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

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

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

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

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

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11. RENDERING AND PAYMENT OF BILLS

11.1 Payment of Bills

Bills will be issued monthly and must be paid by the due date specified on the Customer's Bill at an office or an established collection agency of the Company. Bills rendered on estimated readings for service in months in which meters are not read shall have the same force and effect as those based on actual meter readings.

11.2 Payment After Due Date of Bill

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

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

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

11.3 Billing Disputes

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

11.4 Social Security Payment Plan

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

11.4.1 The Customer must be taking Residential Service, which must be in the Customer's name; and

11.4.2 The Customer must be retired or legally disabled and must show proof of receiving monthly social security or retirement benefits.

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12. DISCONNECTION AND RECONNECTION OF SERVICE

12.1 Customer Request for Disconnection

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

12.2 Company Right to Disconnect Service Without Notice

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

12.2.1 If a condition dangerous or hazardous to life, physical safety or property exists;

12.2.2 Upon order by any court, the IURC or other duly authorized public authority;

12.2.3 If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such fraudulent or unauthorized use; or

12.2.4 If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.

No disconnection shall invalidate any contract with the Customer and the Company shall have the right to enforce any contract notwithstanding such disconnection.

12.3 Company Right to Disconnect Service With Notice

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

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12.3.1 For non-payment of Bills or failure to post a required security deposit or collateral;

12.3.2 For Customer's denial of access, including through actions not permitting access, by employees of the Company to the Customer's meter or other facilities; or

12.3.3 For any other lawful reason.

12.4 Reconnection Charges

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

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

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13. SERVICE CURTAILMENTS

13.1 Emergency Curtailment Without Regard to Priority

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

13.2 Curtailment of Service

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

a. For reductions or Curtailments of electric Energy below Customer's Billing Demand, the Demand Charge shall be reduced by the amount of the number of kilowatts reduced or Curtailed multiplied by the ratio of the number of hours in which the reduction or Curtailment was in force to the total number of hours for the billing period in which the reduction or Curtailment was in force.

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

The Company reserves the right to suspend service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric Energy for four (4) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten (10) days' notification previous to the hour of cut-off is given to the Customer. Such suspensions being scheduled suspensions referred to above.

Curtailment Procedures

In the event Company encounters or anticipates a power supply disruption, fuel shortage, or transmission/distribution emergency, or any other situation that would render Company unable to meet existing and reasonably anticipated Demands for Electric Service, which determinations shall be within Company's reasonable discretion, Company shall have the right to implement these Curtailment Procedures to maintain and restore service to the extent possible under the circumstances.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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

13.2.1 Curtailment Initiation

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

13.2.2 Curtailment Notification

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

13.2.3 Lifting of Curtailment

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

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

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

14. LIMITATIONS OF LIABILITY

14.1 Neither Company nor Customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.

14.2 Company shall not be liable for damages for any failure to supply electricity or for an interruption, limitation, or curtailment of Electric Service, whether or not such disruption is ordered by a governmental agency having jurisdiction or duly applicable organization including Midwest ISO, FERC and Reliability*First* Corporation, if such failure, interruption, limitation, or curtailment is due to the inability of Company to obtain sufficient electric supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of Company.

14.3 Company shall not be liable for damages caused by wiring, electrical appliances or equipment on Customer's Premises.

14.4 Company shall not be liable for damages resulting to Customer or to third persons from the presence or use of electricity or the presence of Company's equipment on Customer's Premises, unless due to the willful default or negligence on the part of Company.

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

15. MISCELLANEOUS AND NON-RECURRING CHARGES

15.1 Reconnection Charges

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

15.1.1 Reconnection at the meter

A.	Reconnect during normal working hours (8:00 AM to 5:00 PM)	$70.00
B.	Reconnect after normal working hours (Monday through Friday) Saturday	$85.00
C.	Reconnect on Sunday and Holidays	$100.00

15.1.2 Reconnection at the pole

A.	Reconnect during normal working hours (8:00 AM to 5:00 PM)	$150.00
B.	Reconnect after normal working hours (Monday through Friday) Saturday	$180.00
C.	Reconnect on Sunday and Holidays	$210.00

15.1.3 Reconnection at the pole with an easement

A.	Reconnect during normal working hours (8:00 AM to 5:00 PM)	$210.00
B.	Reconnect after normal working hours (Monday through Friday) Saturday	$250.00
C.	Reconnect on Sunday and Holidays	$290.00

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

15.2 Non-Sufficient Funds

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

15.3 After Hours / Same Day Charge.

If Customer requests that electric service be initially connected or disconnected outside of normal business hours or on the same day the request is submitted, Customer shall be charged an After Hours / Same Day Charge of $55.00 in addition to any other applicable charges for each connection or disconnection.

15.4 Trip Charge.

If Customer schedules an appointment in association with a service request, and the Company's serviceman is not able to gain access to Company's facilities due to the absence of the Customer, the Customer shall be charged a Trip Charge in the amount of $40.00 at the time an appointment is rescheduled by the Customer.

RATE 611
RATE FOR ELECTRIC SERVICE
RESIDENTIAL

TO WHOM AVAILABLE

Available for 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 Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, secondary and primary service as designated by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

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

Customer Charge

$11.00 per month.

Energy Charge

$0.097682 per kilowatt hour for all kilowatt hours used per month.

ADJUSTMENT FOR CUSTOMERS WITH ELECTRIC SPACEHEATING

For existing electric spaceheating Customers as of the date of the final Order in Cause No. 43969 classified as Residential Customers with permanently installed electric spaceheating equipment which operates as the primary heating for the residence, the above schedule of rates will be modified as follows:

> $0.072682 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 611
RATE FOR ELECTRIC SERVICE
RESIDENTIAL

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

MINIMUM CHARGE

The Customer's Minimum Charge under this rate shall be the Customer Charge.

RULES AND REGULATIONS

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

RATE 612
RATE FOR ELECTRIC SERVICE
SINGLE FAMILY RESIDENTIAL – HEAT PUMP

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. 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 as of the date of the final Order in Cause No. 43969 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, 60 Hertz, secondary service, as designated by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

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

Customer Charge

$11.00 per month.

Energy Charge

$0.097682 per kilowatt hour for all kilowatt hours used per month.

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

RATE 612
RATE FOR ELECTRIC SERVICE
SINGLE FAMILY RESIDENTIAL – HEAT PUMP

$0.072682 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.

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

MINIMUM CHARGE

The Customer's Minimum Charge under this rate shall be the Customer Charge.

RULES AND REGULATIONS

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

RATE 613
RATE FOR ELECTRIC SERVICE
MULTIPLE FAMILY RESIDENTIAL HOUSING – HEAT PUMP

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. 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 as of the date of the final Order in Cause No. 43969 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, 60 Hertz, secondary service, as designated by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

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

Customer Charge

$11.00 per month.

Energy Charge

$0.097682 per kilowatt hour for all kilowatt hours used per month.

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

RATE 613
RATE FOR ELECTRIC SERVICE
MULTIPLE FAMILY RESIDENTIAL HOUSING – HEAT PUMP

$0.072682 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.

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

MINIMUM CHARGE

The Customer's Minimum Charge under this rate shall be the Customer Charge.

RULES AND REGULATIONS

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

RATE CODE 617
THERMAL STORAGE

TO WHOM AVAILABLE

For customers taking service under Rates 623 and 624 that utilize thermal storage equipment that is capable of supplying at least forty (40) percent of the Btu's required for the conditioned space during the On-Peak daily period,

CHARACTER OF SERVICE

Rate Code 617 is an internal rate code designation to track usage of thermal storage usage for customers.

RATE

As contained in the Thermal Storage Use section of Rate Schedule 623 and 624.

RULES AND REGULATIONS

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

RATE 620
RATE FOR ELECTRIC SERVICE
COMMERCIAL AND GENERAL SERVICE – HEAT PUMP

TO WHOM AVAILABLE

Available to Commercial and General Service customer who are certified by the Company to meet or exceed the 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 as of the date of the final Order in Cause No. 43969 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; and (2) Energy used by such heating and cooling equipment during other periods of the year shall be deemed to be supplied for spaceheating and will be billed under this 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.

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 Company Rule 3 or the Company's standard voltages.)

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE 620
RATE FOR ELECTRIC SERVICE
COMMERCIAL AND GENERAL SERVICE – HEAT PUMP

RATE

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

Customer Charge

$20.00 per month.

Energy Charge

$0.057848 per kilowatt hour for all kilowatt hours used per month.

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

MINIMUM CHARGE

The Customer's Minimum Charge under this rate shall be the Customer Charge.

RULES AND REGULATIONS

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

RATE 621
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - SMALL

TO WHOM AVAILABLE

Available to non-residential 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 Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

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

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

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

Customer Charge

$20.00 per month.

Energy Charge

$0.118280 per kilowatt hour for all kilowatt hours used per month.

MINIMUM MONTHLY CHARGE

The Customer's Minimum Charge under this rate shall be the Customer Charge; except that for three-phase service, the minimum charge shall be $34.00 per month.

RULES AND REGULATIONS

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

RATE 622
RATE FOR ELECTRIC SERVICE
COMMERCIAL SPACEHEATING

TO WHOM AVAILABLE

Available to Commercial customers as of the date of the final Order in Cause No. 43969 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; and (2) Energy used by such heating and cooling equipment during other periods of the year shall be deemed to be supplied for spaceheating and will be billed under this rate schedule.

CHARACTER OF SERVICE

The Company will supply service at such frequency, phase, regulation and voltage as it has available at the location where service is 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 Company's Rule 3 for the Company's standard voltages.)

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

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

Customer Charge

$20.00 per month

RATE 622
RATE FOR ELECTRIC SERVICE
COMMERCIAL SPACEHEATING

RATE (continued)

Energy Charge

$0.079613 per kilowatt hour for the first 2,000 kilowatt hours used per month
$0.074213 per kilowatt hour for all over 2,000 kilowatt hours used per month

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

MINIMUM CHARGE

The Customer's Minimum Charge under this rate shall be the Customer Charge.

RULES AND REGULATIONS

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

RATE 623
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM

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 Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

The Company will supply service from its electric supply lines at only such frequency, phase, regulation, and one standard secondary voltage or the available primary voltage in the location where service is required. (See Company Rule 3 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 balance between phases, if in the judgment of the company such balancing is necessary.

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

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 an IDR Meter or a DI Meter to be installed by the Company.

RATE

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

RATE 623
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM

RATE (continued)

Demand Charge

$228.80 per month for the first 10 kilowatts or less of Maximum Demand per month
$9.88 per kilowatt per month for all over 10 kilowatts of Maximum Demand per month

Energy Charge

$0.067462 per kilowatt hour for all kilowatt hours used per month

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be equivalent to the Monthly Demand Charge applicable to 80% of the highest Billing Demand of the previous twelve months, provided however, that in no case shall the Monthly Demand Charge be less than $228.80.

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.

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.

RATE 623
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE - MEDIUM

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 $0.051025 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.

RULES AND REGULATIONS

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

RATE 624
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

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.

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 Company Rule 3 for the Company's Standard Voltages.)

The Customer will supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer's property, suitable buildings, structures, and foundations to house and support 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.

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.

RATE

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

Demand Charge

$913.50 per month for the first 50 kilowatts or less of Billing Demand per month
$11.67 per kilowatt per month for the next 1,950 kilowatts of Billing Demand per month
$11.17 per kilowatt per month for all over 2,000 kilowatts of Billing Demand per month

RATE 624
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

RATE (continued)

Energy Charge

$0.069278 per kilowatt hour for the first 30,000 kilowatt hours used per month
$0.061578 per kilowatt hour for the next 70,000 kilowatt hours used per month
$0.058028 per kilowatt hour for the next 900,000 kilowatt hours used per month
$0.054428 per kilowatt hour for all over 1,000,000 kilowatt hours used per month

ADJUSTMENTS

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, $0.72 per kilowatt of monthly billing demand will be deducted from the monthly Demand Payment.

2. **Deduction For Subtransmission and Transmission Service**:

If the service is taken by the Customer at his property line and at a supply line voltage of 34,500 volts or above, the Customer supplying and maintaining all high tension and transforming equipment installed on his premises, $0.90 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 CHARGE

The Customer's Monthly Minimum Charge under this rate shall be equivalent to the Monthly Demand Charge applicable to 80% of the highest Billing Demand of the previous twelve months, provided however, that in no case shall the Monthly Demand Charge be less than $913.50 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 Charge shall be the amount determined by applying a rate of $11.61 per kilowatt to the Customer's estimated requirements as stated in the contract.

RATE 624
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

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.

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.

RATE 624
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

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 $0.051025 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.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one year, and such contract shall continue from month to month for a period of not more than five years 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 the end of any calendar month thereafter.

RATE 624
RATE FOR ELECTRIC SERVICE
GENERAL SERVICE – LARGE

2. 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 General Service - Large or Industrial Customer requiring service from the Company.

RULES AND REGULATIONS

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

RATE 625
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

TO WHOM AVAILABLE

This is a rate for customers who have substantial requirement for electric metal melting and/or holding equipment. Total capacity to be made available under this rate is limited to 100 Megawatts. This Rate Schedule is available to Industrial Customers with electric metal melting and/or holding equipment and a maximum thirty (30) minute on-peak Demand for a billing period that is less than 50% of their maximum thirty (30) minute off-peak Demand for that same billing period and is 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.

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 Company Rule 3 for the Company's Standard Voltages.)

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

HOURS OF SERVICE

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

The Company reserves the right to curtail or interrupt during Off-Peak hours 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.

RATE 625
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

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.

RATE

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

Demand Charge

$10,625.00 per month for the first 500 kilowatts or less of Billing Demand per month.
$20.25 per kilowatt per month for all over 500 kilowatts of Billing Demand per month.

Energy Charge

$0.031981 per kilowatt hour for all kilowatt hours used per month.

During Interruptions, all kilowatt hours used in excess of the highest Maximum On-Peak Demand shall be subject to an energy charge equal to the greater of:

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

If a Customer fails to comply with a Curtailment, the Customer shall be subject to the above energy charge during a Curtailment and, the Customer shall be liable for any charges and/or penalties from any outside agency(ies) or duly applicable organization including Midwest ISO, FERC and Reliability*First* Corporation for failure to comply with a Curtailment. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a Load Modifying Resource.

DEDUCTIONS AND ADJUSTMENTS

1. **Metering:**

   If, at the Company's option and in its sole discretion, the metering is installed at a voltage level at or above a nominal 12,500 volts, the 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. The Company shall provide the Customer an accurate method of demand clock synchronization or an "on-peak" start/stop pulse.

RATE 625
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

DEDUCTIONS AND ADJUSTMENTS (continued)

2. **Subtransmission and Transmission Service:**

If service is taken by the Customer at 34,500 volts or 69,000 volts, and if the Customer supplies and maintains all transformation equipment (34,500 volts or 69,000 volts to utilization voltage), the monthly demand payment will be reduced by $0.90 per kilowatt of monthly Billing Demand.

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Demand Charge plus the Energy Charge, subject to the adjustments herein provided; however, in no case shall the Monthly Demand Payment be less than $10,625.00.

NOTIFICATION OF INTERRUPTION OR CURTAILMENT

The Company shall provide four (4) hours of advance notice before curtailing or interrupting service during Off-Peak period.

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.

RATE 625
RATE FOR ELECTRIC SERVICE
METAL MELTING SERVICE

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.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. **Contract**

   Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one year, and such contract shall continue from month to month for a period of not more than five years 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 the end of any calendar month thereafter.

2. **On-peak Demand**

   To the extent Customer has a maximum thirty (30) minute on-peak Demand for a billing period that is greater than 50% of their maximum thirty (30) minute off-peak Demand for that same billing period for three consecutive billing periods, then Customer shall not be eligible for this rate schedule and Company shall provide service under another applicable rate schedule.

3. **Exigent Circumstances**

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

RULES AND REGULATIONS

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

RATE 626
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

TO WHOM AVAILABLE

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

A Customer requesting service hereunder is required to contract for a specific amount of electrical capacity which shall be not less than 200 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.

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 Company Rule 3 for the Company's standard voltages.)

The Customer will supply in accordance with plans and specifications furnished by the Company and at a mutually agreed upon location on the Customer's property, suitable buildings, structures, and foundations to house and support 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 9:00PM 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.

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 kVAR by an IDR Meter to be installed by the Company.

RATE 626
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

RATE

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

Demand Charge

$5,034.00 per month for the first 200 kilowatts or less of Billing Demand per month.
$24.17 per kilowatt per month for the next 500 kilowatts of Billing Demand per month.
$23.17 per kilowatt per month for the next 1,300 kilowatts of Billing Demand per month.
$22.67 per kilowatt per month for all over 2,000 kilowatts of Billing Demand per month.

Energy Charge

$0.032425 per kilowatt hour for all kilowatt hours used per month.

ADJUSTMENTS

1. **Metering:**

   If, at the Company's option and in its sole discretion, the metering is installed at a voltage level at or above a nominal 12,000 volts, the 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 $0.72 per kilowatt of monthly Billing Demand.

3. **Subtransmission and Transmission Service:**

   If service is taken by the Customer at 34,500 volts or 69,000 volts, and if the Customer supplies and maintains all transformation equipment (34,500 volts or 69,000 volts to utilization voltage), the monthly demand payment will be reduced by $0.90 per kilowatt of monthly Billing Demand.

RATE 626
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be the sum of the Demand Charge plus the Energy Charge, subject to the adjustments herein provided; however, in no case shall the Monthly Demand Charge be less than $5,034.00

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.

RATE 626
RATE FOR ELECTRIC SERVICE
OFF-PEAK SERVICE

GENERAL TERMS AND CONDITIONS OF SERVICE

1. **Contract**

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one year, and such contract shall continue from month to month for a period of not more than five years 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 the end of any calendar month thereafter.

RULES AND REGULATIONS

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

RATE 632
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

TO WHOM AVAILABLE

Available to Industrial Customers whose plants are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements.

The Customer shall contract for a definite amount of electrical capacity which shall be not less than 15,000 kilowatts. Those facilities currently being served under Rate 832 on June 30, 2010; facilities which would have been eligible for Rate 832 on June 30, 2010, but for being on a Special Contract or on Rate 845; or facilities that would have been eligible for Rate 832 on June 30, 2010, which are located behind the meter of a facility eligible under this Rate Schedule are hereby grandfathered and those facilities shall remain eligible for this Rate Schedule, regardless of any change in name, or ownership, or operation of those facilities. The Company shall not be obligated to supply capacity in excess of that specified in the contract.

CHARACTER OF SERVICE

The Company will supply a primary metered transmission or Subtransmission service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as it has available at the location where service is 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, and relaying equipment that may be supplied by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

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

RATE 632
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

RATE (continued)

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

Demand Charge

The Demand Charge for any month shall be:

$10.00 per kilowatt per month of Billing Demand

Energy Charge

$0.036358	per kilowatt hour for energy used per month for the first 450 hours of the Billing Demand in the month.
$0.080000	per kilowatt hour for energy used per month in excess of 450 hours of the Billing Demand in the month up to and including 500 hours.
$0.145937	per kilowatt hour for energy used per month in excess of 500 hours of the Billing Demand in the month.

DETERMINATION OF DEMAND

The Customer's demand of electric energy supplied shall be determined for each half-hour interval of the month and said demand in 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 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 subtracting from the demand for each half-hour interval of the Peak period of the month the Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
(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 and/or Back-up, Maintenance and Temporary capacity for such half-hour interval.

RATE 632
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

DETERMINATION OF BILLING DEMAND (continued)

(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 to the Company's obligation to serve in the month of the highest Billing Demand before multiplying by seventy five percent (75%).

DETERMINATION OF LAGGING 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 $0.30 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 $0.30 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.

RATE 632
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

CUSTOMER LOAD INFORMATION

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

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

The Customer shall notify the Company of any material increase in load no less than sixty (60) days prior to the addition of that load.

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

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

Failure to provide requested information on an ongoing basis may result in Customer being moved to another Rate Schedule upon 90 days' notice to Customer.

SURPLUS CAPACITY

The Company, at its option may make available from time to time to the Customer without any additional Demand Charge, "Surplus Capacity" that may be available in the generating, transmission, and distribution system of the Company used in serving the Customer. Such Surplus Capacity allotted by the Company will not exceed (i) 15% of Contract Demand or (ii) 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:

RATE 632
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE

SURPLUS CAPACITY (continued)

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.

GENERAL TERMS AND CONDITIONS OF SERVICE

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one year, and such contract shall continue from month to month for a period of not more than five years thereafter unless terminated 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 the end of any calendar month thereafter.

RULES AND REGULATIONS

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

RATE 633
RATE FOR ELECTRIC SERVICE
HIGH LOAD FACTOR INDUSTRIAL POWER SERVICE

TO WHOM AVAILABLE

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

The Customer shall contract for a definite amount of electrical capacity which shall be not less than 10,000 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 or Subtransmission service to the extent of the capacity available from its electric supply lines, at such frequency, phase, regulation and voltage as it has available at the location where service is 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, and relaying equipment that may be supplied by the Company.

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE

The Rates for electric 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 and applicable Riders. The Demand Charge and Energy Charge are as follows:

RATE 633
RATE FOR ELECTRIC SERVICE
HIGH LOAD FACTOR INDUSTRIAL POWER SERVICE

RATE (continued)

Demand Charge

The Demand Charge for any month shall be:

$15.00 per kilowatt for all kilowatts of Billing Demand in the month

Energy Charge

$0.035745 per kilowatt hour for energy used in the month up to and including 600 hours of the Billing Demand in the month.
$0.032745 per kilowatt hour for all energy used in the month in excess of 600 hours up to and including 660 hours of the Billing Demand in the month.
$0.031745 per kilowatt hour for all energy used in the month in excess of 660 hours of the Billing Demand in the month.

DETERMINATION OF DEMAND

The Customer's demand of electric energy supplied shall be determined for each half-hour interval of the month and said demand in 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.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month 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 subtracting from the demand for each half-hour interval of the Peak Period of the month the Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.
(4) The largest of the number of kilowatts determined by subtracting from the demand for each half-hour interval of the Off-Peak Period of the month the Surplus Capacity allotted and/or Back-up, Maintenance and Temporary capacity confirmed for such half-hour interval.

RATE 633
RATE FOR ELECTRIC SERVICE
HIGH LOAD FACTOR INDUSTRIAL POWER SERVICE

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%).

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 $0.30 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 $0.30 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.

RATE 633
RATE FOR ELECTRIC SERVICE
HIGH LOAD FACTOR INDUSTRIAL POWER SERVICE

CUSTOMER LOAD INFORMATION

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

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

The Customer shall notify the Company of any material increase in load no less than sixty (60) days prior to the addition of that load.

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

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

Failure to provide requested information on an ongoing basis may result in Customer being moved to another Rate Schedule upon 90 days' notice to Customer.

SURPLUS CAPACITY

The Company, at its option may make available from time to time to the Customer without any additional Demand Charge, "Surplus Capacity" that may be available in the generating, transmission, and distribution system of the Company used in serving the Customer. Such Surplus Capacity allotted by the Company will not exceed (i) 15% of Contract Demand or (ii) 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:

RATE 633
RATE FOR ELECTRIC SERVICE
HIGH LOAD FACTOR INDUSTRIAL POWER SERVICE

SURPLUS CAPACITY (continued)

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.

GENERAL TERMS AND CONDITIONS OF SERVICE

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than one year, and such contract shall continue from month to month for a period of not more than five years thereafter unless terminated 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 at the end of any calendar month thereafter.

RULES AND REGULATIONS

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

RATE 634
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE FOR
AIR SEPARATION & HYDROGEN PRODUCTION MARKET CUSTOMERS

TO WHOM AVAILABLE

Available to Industrial Customers primarily in the air separation and hydrogen production process industry whose facilities are located in Indiana adjacent to existing sub-transmission and transmission electric facilities having capacity sufficient to meet the Customer's requirements, subject to the conditions set forth in this Rate Schedule and the Company Rules. Total capacity available under this Rate Schedule is limited to 285,000 kilowatts.

Customer shall contract for a definite amount of electrical capacity which shall be no less than 150,000 kilowatts, which may include the aggregation of multiple delivery points to facilitate interruption of load. Customer shall also contract for at least 40 percent (40%) of its total electric load as interruptible in accordance with Option D under Rider 675.

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

DETERMINATION OF AMOUNT OF ELECTRIC SERVICE SUPPLIED

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

RATE 634
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE FOR
AIR SEPARATION & HYDROGEN PRODUCTION MARKET CUSTOMERS

RATE

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

Demand Charge

The Demand Charge for any month shall be:

$16.00 per kilowatt for all kilowatts of Contract Demand (Billing Demand) in the month.

Energy Charge

$0.033646 per kilowatt hour for all energy used in any hour below the Customer's Contract Demand.

$0.045877 per kilowatt hour for all energy used in any hour above the Customer's Contract Demand up to and including 225,000 kW.

$0.042000 per kilowatt hour for all energy used in any hour above 225,000 kW.

DETERMINATION OF CONTRACT DEMAND

For purposes of this Rate Schedule, the on-peak hours shall be (i) 11 a.m. Central Standard Time through and including 7 p.m. Central Standard Time during the months of June, July, August and September and (ii) 1 p.m. Central Standard Time through and including 9 p.m. Central Standard Time during January, February March, April, May, October, November and December, all excluding Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For the period beginning on the first date that Customer takes service under this Rate Schedule and ending on December 31, 2012, the initial Contract Demand (Billing Demand) of electric energy shall be determined by calculating the average of each on-peak half-hour demand recorded during the period of July 1, 2009 through and including June 30, 2010. Thereafter, the Contract Demand shall be determined as follows:

RATE 634
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE FOR
AIR SEPARATION & HYDROGEN PRODUCTION MARKET CUSTOMERS

For the year 2013 and each year thereafter, on or before January 15 of each year (the "current calendar year"), Company shall calculate the arithmetic average (the "Average Annual Demand") of Customer's actual on-peak demand levels recorded for each half hour interval during the preceding calendar year, and:

(i) if the Average Annual Demand for any year exceeds one hundred twelve and one-half percent (112.5%) of the Contract Demand in effect for that year, then the Contract Demand for the current calendar year shall be increased by an amount equal to one half of the difference between the Average Annual Demand and the Contract Demand;

(ii) if the Average Annual Demand for any year is less than eighty-seven and one half percent (87.5%) of the Contract Demand in effect for that year, then the Contract Demand for the current calendar year shall be decreased by an amount equal one half of the difference between the Average Annual Demand and the Contract Demand; and

(iii) if the Average Annual Demand for any year is the same or greater than 87.5% of the Contract Demand in effect for that year and less than or equal to 112.5% of the Contract Demand for that year, then the Contract Demand for the current calendar year shall not change.

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.

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.

RATE 634
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE FOR
AIR SEPARATION & HYDROGEN PRODUCTION MARKET CUSTOMERS

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 $0.30 multiplied by 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 $0.30 multiplied by said difference shall be deducted from the Customer's bill.

The Customer agrees to control and limit Maximum Off-Peak Period Requirement in Lagging 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

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

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

The Customer shall notify the Company of any material increase in load no less than sixty (60) days prior to the addition of that load.

RATE 634
RATE FOR ELECTRIC SERVICE
INDUSTRIAL POWER SERVICE FOR
AIR SEPARATION & HYDROGEN PRODUCTION MARKET CUSTOMERS

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.

Failure to comply with requested information on an ongoing basis may result in Customer being moved to another Rate Schedule, upon ninety days written notice to Customer.

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

GENERAL TERMS AND CONDITIONS OF SERVICE

Any Customer requesting service under this Rate Schedule shall enter into a written contract for an initial period of not less than three years, and such contract shall continue thereafter for a total period of not more than ten years unless terminated by either party giving to the other at least one year prior written notice of the termination of such contract.

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

RULES AND REGULATIONS

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

RATE 641
RATE FOR ELECTRIC SERVICE
MUNICIPAL POWER

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 Company Rule 3 for the Company's standard voltages.)

RATE

$0.094782 per kilowatt hour for all electric energy used per month.

MINIMUM CHARGE

The Customer's Minimum Charge 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 $2.21 per horsepower or fraction thereof per month for the first 25 horsepower of the connected load, $1.07 per horsepower or fraction thereof per month for the next 475 horsepower of connected load, and $0.54 per horsepower or fraction thereof per month for all over 500 horsepower of connected load, or $6.99 per month for each warning signal installation where such signals constitute the connected load, provided, however, that in no case shall the Monthly Minimum Charge be less than $6.99; except that for three-phase service, the minimum charge shall be $28.57 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.

RATE 641
RATE FOR ELECTRIC SERVICE
MUNICIPAL POWER

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.

RULES AND REGULATIONS

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

RATE 642
RATE FOR ELECTRIC SERVICE
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS

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

Customer Charge

$50.00 per month.

Regardless of the total number of pumps in the Customer's system. The customer may elect to have the company aggregate all the pump locations in one integrated system for billing purposes, and the monthly customer charge will be applied once to that bill.

Residential Locations

The rate for un-metered service under this schedule shall be $2.72 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 $2.72 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 $3.17 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 $3.17 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.

RATE 642
RATE FOR ELECTRIC SERVICE
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS

This Rate Schedule will be subject to the trackers as identified in Appendix A. For billing purposes, the estimated kWh per month is 8 kWh for each residential pumps and 9.5 kWh for each commercial pumps.

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 facilites 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.

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.

RATE 642
RATE FOR ELECTRIC SERVICE
INTERMITTENT WASTEWATER PUMPING-DISTRIBUTED SYSTEMS

MINIMUM CHARGE

The Customer's minimum charge 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.

RULES AND REGULATIONS

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

RATE 644
RATE FOR ELECTRIC SERVICE
RAILROAD POWER SERVICE

TO WHOM AVAILABLE

This rate is available only to existing railroads or to non-profit commuter transportation district operating said railroads, subject to the conditions set forth in this Rate Schedule and the Company Rules. 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 were in service on December 31, 2007; 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.

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 an IDR Meter or a Demand Indicating Meter to be installed by the Company.

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

Demand Charge

$16.12 per month per kilowatt for all kilowatts of Billing Demand.

Energy Charge

$0.035401 per kilowatt hour for energy used per month for the first 660 hours of the Billing Demand for the month.
$0.033151 per kilowatt hour for energy used per month in excess of 660 hours of the Billing Demand for the month.

RATE 644
RATE FOR ELECTRIC SERVICE
RAILROAD POWER SERVICE

MONTHLY MINIMUM CHARGE

The Customer's Monthly Minimum Charge under this rate shall be equivalent to the monthly Demand charge applicable to seventy-five percent (75%) of the highest Billing Demand of the preceding eleven (11) months.

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 the Company's obligation to serve in the month of the highest Billing Demand before multiplying by seventy-five percent (75%).

ADJUSTMENT FOR LOAD FACTOR

If the energy in 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.

RULES AND REGULATIONS

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

RATE CODE 647
IURC Approved Special Contracts

TO WHOM AVAILABLE

Applicable to contracts currently approved by the Indiana Utility Regulatory Commission.

CHARACTER OF SERVICE

Rate Code 647 is an internal rate code designation for IURC approved special contracts. The rates and terms and conditions are contained in the specific contracts.

RULES AND REGULATIONS

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

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

TO WHOM AVAILABLE

Available for street, highway and billboard lighting service to Customers for lighting systems located on electric supply lines of the Company which are suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

RATE OPTIONS

Lamp Charge: Customer-Owned Equipment Maintained by the Customer

Applicable to Customers with Customer-owned equipment maintained by the Customer.

Lamp Charge: Customer-Owned Equipment Maintained by the Company

Applicable to Customers on Rates 880 and 899 as of the date of the final Order in Cause No. 43969 with Customer-Owned equipment for the purposes of maintenance under the following rule:

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electrical Energy to the point of connection of Company's property with the lighting system of Customer.

Company shall also replace at its own cost and expense, on request of the Customer, all defective or burned-out lamps and all broken glassware of the street lighting system owned by Customer, and such replacement lamps and glassware shall be the property of Customer, but Company will not maintain at its own cost and expense any other part of the street lighting system of Customer.

Company will, where practicable, furnish necessary materials and do the work of maintaining any other part of the lighting system whenever the Customer shall by written order request Company so to do. The cost and expense of such materials and work shall be borne by the Customer.

Lamp Charge: Company-Owned Equipment Maintained by the Company

Applicable to Customers with Company-owned equipment maintained by the Company.

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

LIGHTING HOURS - OPTIONS

Company-Owned Systems

Dusk to Dawn

The lighting hours for the lighting system shall be on a "dusk to dawn" schedule which provides the lamps to be lit from sunset to sunrise each day of the year.

Customer-Owned Systems

Dusk to Dawn

The lighting hours for the lighting system shall be on a "dusk to dawn" schedule which provides the lamps to be lit from sunset to sunrise each day of the year.

Dusk to Midnight

The lighting hours for the lighting system shall be on a "dusk to midnight" schedule which provides the lamps to be lit from sunset to midnight C.S.T. each day of the year.

OWNERSHIP

Company-Owned Lighting Systems

The ownership of the property comprising of street and highway lighting systems served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors and other appliances and structures, is and shall remain in the Company. The Company shall own the distribution transformers, photo-electric controls and required associated equipment.

Company shall erect the service lines necessary to supply electrical Energy to the point of connection with the street and highway lighting system of Customer within the limits of the public structures, public streets and highways or on private property as mutually agreed upon by Company and Customer, provided, however, that where such extension exceeds two spans Customer shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electrical Energy to the street or highway lighting system.

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Customer-Owned Lighting Systems

The ownership of the property comprising of street, highway and billboard lighting systems served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors and other appliances and structures, is and shall remain in the Customer. The Company shall own the distribution transformers and required associated equipment.

Company shall erect the service lines necessary to supply electrical Energy to the point of connection with the street, highway and billboard lighting system of Customer within the limits of the public structures, public streets and highways or on private property as mutually agreed upon by Company and Customer, provided, however, that where such extension exceeds two spans Customer shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electrical Energy to the street, highway or billboard lighting system.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Lamp Charge, an Energy Charge, and applicable Riders. The Lamp Charge and Energy Charge are as follows:

Lamp Charge - Per lamp per month:

Lamp Type	Company Owned	Customer Owned-Company Maintained
175 Watt Mercury Vapor*	$11.33 per month	n/a
250 Watt Mercury Vapor*	n/a	$5.75 per month
400 Watt Mercury Vapor*	$14.62 per month	n/a
100 Watt High Pressure Sodium	$11.85 per month	$5.79 per month
150 Watt High Pressure Sodium	$12.13 per month	n/a
250 Watt High Pressure Sodium	$12.40 per month	$5.79 per month
400 Watt High Pressure Sodium	$12.58 per month	$5.79 per month

*Available to existing Customers only

For Customer-Owned – Customer Maintained Lamps, the Lamp Charge shall be $2.92 per lamp per month.

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Company-Owned Equipment

Company owned monthly lamp charges apply to lights installed with a standard setup. For Customers that desire additional equipment beyond a standard setup, a non-refundable contribution will be required to be unconditionally made to the Company prior to installation equal to the difference between the installed cost and a standard set-up. A standard set up includes an appropriate sized wood pole and related equipment for the lamp type selected by the Customer.

Energy Charge

$.031172 per kilowatt hour for all kilowatt hours used per month

The following tables will be utilized to calculate the monthly Energy Charge, along with the applicable Riders. These tables represent the lamp burning hours, in kWh.

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Dusk to Dawn Usage Hours:

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lamp Type													
100 Watt Mercury Vapor	52.9	44.7	44.3	37.9	34.8	31.5	33.5	37.3	40.7	47.1	49.9	54.0	508.7
150 Watt Mercury Vapor	78.7	66.5	65.9	56.3	51.8	46.9	49.9	55.4	60.6	70.1	74.3	80.4	756.6
175 Watt Mercury Vapor	87.0	73.6	72.9	62.3	57.3	51.8	55.2	61.3	67.0	77.6	82.2	88.9	837.1
250 Watt Mercury Vapor	126.9	107.4	106.3	90.9	83.5	75.6	80.5	89.4	97.7	113.2	119.9	129.7	1,221.0
400 Watt Mercury Vapor	230.2	194.8	192.7	164.9	151.5	137.1	145.9	162.2	177.2	205.2	217.4	235.3	2,214.4
175 Watt Metal Halide	89.7	75.9	75.1	64.3	59.0	53.4	56.9	63.2	69.1	80.0	84.7	91.7	863.0
250 Watt Metal Halide	123.7	104.7	103.6	88.6	81.4	73.7	78.4	87.1	95.3	110.3	116.8	126.4	1,190.1
400 Watt Metal Halide	189.7	160.5	158.8	135.9	124.8	113.0	120.2	133.6	146.0	169.1	179.1	193.8	1,824.5
1500 Watt Metal Halide	692.9	586.2	580.0	496.3	456.0	412.7	439.2	488.0	533.5	617.6	654.2	708.1	6,664.7
55 Watt Low Pressure Sodium	35.0	29.6	29.3	25.1	23.0	20.8	22.2	24.6	26.9	31.2	33.0	35.8	336.6
90 Watt Low Pressure Sodium	57.5	48.6	48.1	41.2	37.8	34.2	36.4	40.5	44.3	51.3	54.3	58.8	553.1
135 Watt Low Pressure Sodium	70.2	59.4	58.8	50.3	46.2	41.8	44.5	49.5	54.1	62.6	66.3	71.8	675.7
70 Watt High Pressure Sodium	43.2	36.5	36.1	30.9	28.4	25.7	27.4	30.4	33.2	38.5	40.8	44.1	415.3
100 Watt High Pressure Sodium	63.3	53.6	53.0	45.4	41.7	37.7	40.1	44.6	48.7	56.4	59.8	64.7	609.0
150 Watt High Pressure Sodium	85.2	72.1	71.4	61.1	56.1	50.8	54.0	60.0	65.6	76.0	80.5	87.1	819.9
200 Watt High Pressure Sodium	101.4	85.8	84.9	72.7	66.8	60.4	64.3	71.4	78.1	90.4	95.8	103.7	975.7
250 Watt High Pressure Sodium	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
310 Watt High Pressure Sodium	163.6	138.4	136.9	117.2	107.7	97.4	103.7	115.2	125.9	145.8	154.5	167.2	1,573.5
400 Watt High Pressure Sodium	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8
1000 Watt High Pressure Sodium	494.4	418.3	413.9	354.2	325.4	294.5	313.4	348.3	380.7	440.7	466.9	505.3	4,755.9

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

Dusk to Midnight Usage:

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lamp Type													
175 Watt Mercury Vapor	42.8	35.8	31.9	25.8	23.6	20.6	21.6	24.8	28.6	34.6	42.2	45.1	377.3
250 Watt Mercury Vapor	62.5	52.3	46.6	37.7	34.4	30.1	31.5	36.3	41.8	50.5	61.6	65.8	551.1
400 Watt Mercury Vapor	112.9	94.4	84.1	68.1	62.1	54.4	56.9	65.5	75.4	91.1	111.2	118.8	994.9
150 Watt High Pressure Sodium	42.0	35.1	31.3	25.4	23.1	20.2	21.2	24.4	28.1	33.9	41.4	44.2	370.4

Unlisted Fixture Usage:

For any lamp type not listed in the usage tables above, the monthly Energy shall be calculated based on the lamp wattage with associated losses and the hours of operation based upon the table below:

Hours of Operation:

Hours of Operation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Dusk to Dawn	447	379	375	321	295	267	284	315	345	399	423	457	4,304
Dusk to Midnight	225	188	168	136	124	109	114	131	151	182	222	237	1,986

MINIMUM CHARGE

The Customer's Minimum Charge per lamp under this rate shall be the Lamp Charge, an Energy Charge and applicable Riders.

RATE 650
RATE FOR ELECTRIC SERVICE
STREET LIGHTING

TERMS AND CONDITIONS

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 of Company-owned equipment to provide lighting service to the appropriate lighting hours as listed in this Rate Schedule. For Customers under maintenance schedules, lamp replacements and repairs will be made within a reasonable period of time, during regular working hours, after Customer's notification of the need for such maintenance.

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 electrical Energy to the lighting fixture.

5. The facilities owned by the Company in this rate apply to wood-pole mounted lighting. Customers requesting ornamental lighting to be installed and owned by the Company are subject to a non-refundable contribution being unconditionally made to the Company prior to such installation for each lighting unit to be installed 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.

RULES AND REGULATIONS

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

RATE 655
RATE FOR ELECTRIC SERVICE
TRAFFIC AND DIRECTIVE LIGHTING

TO WHOM AVAILABLE

Available to any Customer for electric Energy for non-metered traffic directive lights located on the Company's electric supply lines suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at a voltage of approximately 115 volts two-wire, or 115-230 volts three-wire.

RATE

The rate for electric service and Energy supplied hereunder shall consist of a Service Drop Charge, an Energy Charge and applicable Riders. The Service Drop Charge and Energy Charge are as follows:

Service Drop Charge

$13.24 per month

Energy Charge

$0.084179 per kilowatt hour for all kilowatt hours used per month.

The average kilowatts 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. The measured Demand will be converted to a monthly usage in kilowatt hours based on the number of hours in the month.

MINIMUM CHARGE

The Customer's Minimum Charge per service drop under this rate shall be the Service Drop Charge, an Energy Charge and applicable Riders.

RULES AND REGULATIONS

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

RATE 660
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING

TO WHOM AVAILABLE

Available for dusk to dawn area lighting service to Customers for Company-owned lighting systems located on electric supply lines of the Company which are suitable and adequate for supplying the service requested, subject to the conditions set forth in this Rate Schedule and the Company Rules.

MAINTENANCE

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electrical Energy to the point of connection of Company's property

LIGHTING HOURS

Dusk to Dawn

The lighting hours for the lighting system shall be on a "dusk to dawn" schedule which provides the lamps to be lighted from sunset to sunrise each day of the year.

OWNERSHIP

This Rate Schedule is only applicable to Company-owned lighting systems.

RATE

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

RATE 660
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING

Lamp and Equipment Charges - Per unit of equipment per month:

Lamp Type	Company Owned
175 Watt Mercury Vapor*	$10.47 per month
400 Watt Mercury Vapor*	$12.97 per month
100 Watt High Pressure Sodium Dusk to Dawn Fixture	$10.27 per month
250 Watt High Pressure Sodium Dusk to Dawn Fixture	$10.25 per month
400 Watt High Pressure Sodium Dusk to Dawn Fixture	$10.44 per month
150 Watt High Pressure Sodium Floodlight	$10.71 per month
250 Watt High Pressure Sodium Floodlight	$10.84 per month
400 Watt High Pressure Sodium Floodlight	$10.74 per month
30 ft wood pole and span of secondary	$2.76 per month
35 ft wood pole and span of secondary	$3.48 per month
40 ft wood pole and span of secondary	$4.01 per month
Guy and anchor set	$0.84 per month
Extra span of secondary	$1.77 per month

***Available to existing Customers only**

Energy Charge

$0.031172 per kilowatt hour for all kilowatt hours used per month for each lamp.

The following table will be utilized to calculate the monthly Energy usage per lamp, along with the applicable Riders.

RATE 660
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING

Dusk to Dawn Usage

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lamp Type													
175 Watt Mercury Vapor	87.0	73.6	72.9	62.3	57.3	51.8	55.2	61.3	67.0	77.6	82.2	88.9	837.1
400 Watt Mercury Vapor	230.2	194.8	192.7	164.9	151.5	137.1	145.9	162.2	177.2	205.2	217.4	235.3	2,214.4
100 Watt High Pressure Sodium Dusk to Dawn Fixture	63.3	53.6	53.0	45.4	41.7	37.7	40.1	44.6	48.7	56.4	59.8	64.7	609.0
250 Watt High Pressure Sodium Dusk to Dawn Fixture	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
400 Watt High Pressure Sodium Dusk to Dawn Fixture	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8
150 Watt High Pressure Sodium Floodlight	85.2	72.1	71.4	61.1	56.1	50.8	54.0	60.0	65.6	76.0	80.5	87.1	819.9
250 Watt High Pressure Sodium Floodlight	135.6	114.7	113.5	97.1	89.2	80.7	85.9	95.5	104.4	120.9	128.0	138.5	1,304.1
400 Watt High Pressure Sodium Floodlight	221.6	187.5	185.5	158.7	145.9	132.0	140.5	156.1	170.6	197.6	209.3	226.5	2,131.8

MINIMUM CHARGE

The Customer's Minimum Charge per lamp under this rate shall be the applicable Lamp and Equipment Charges, an Energy Charge and applicable Riders.

RATE 660
RATE FOR ELECTRIC SERVICE
DUSK TO DAWN AREA LIGHTING

TERMS AND CONDITIONS

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 facilities installed by the Company shall remain the property of the Company and may be removed by the Company if service is discontinued.

3. 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.

4. The facilities owned by the Company in this rate apply to wood-pole mounted lighting. Customers requesting Ornamental Street Lights to be installed and owned by the Company are subject to a non-refundable contribution being unconditionally made to the Company prior to such installation for each street lighting unit to be installed and to which this rate is applicable equal to the difference in the investment required per such unit of the Ornamental system as installed and that of a comparable Overhead wood-pole mounted Company owned lighting installation of same unit lumen rating.

RULES AND REGULATIONS

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

EXPERIMENTAL RATE 665
RENEWABLE FEED-IN TARIFF

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 on an interim basis after December 31, 2013, pending a final order in Cause No. 44393.

The total capacity available under this Rate is limited to 30 MW with no single technology exceeding 50% of the 30 MW cap; provided, however, 700 kW of the 30 MW cap is specifically allocated and reserved for solar projects of less than 10 kW capacity and 300 kW of the 30 MW cap is specifically allocated and reserved for wind projects of less than 10 kW capacity.

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.

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.

EXPERIMENTAL RATE 665
RENEWABLE FEED-IN TARIFF

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.

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 or equal to 100 kW	$0.17 per kWh
For Facility Capacities greater than 100 kW and less than or equal to 2 MW	$0.10 per kWh

Solar

For Facility Capacities less than or equal to 10 kW	$0.30 per kWh
For Facility Capacities greater than 10 kW and less than or equal to 2 MW	$0.26 per kWh

EXPERIMENTAL RATE 665
RENEWABLE FEED-IN TARIFF

PURCHASE RATE - Energy (Cont.)

Biomass

For Facilities of all Capacities up to and including 5 MW	$0.106 per kWh

New Hydro

For New Facility Capacities less than or equal to 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.

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.

EXPERIMENTAL RATE 665
RENEWABLE FEED-IN TARIFF

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.

EXPERIMENTAL RATE 665
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 665.

Unless specifically indicated, the following Customer Supplied data will be utilized in the analysis:

Inflation Rate (%)	2%
Effective Tax Rate (%)	_____
Tax Depreciation Rate (%)	_____
Investment Tax Credit Rate (%)	_____
Discount Rate (%)	7%
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)	_____

RIDER 670
ADJUSTMENT OF CHARGES FOR COST OF FUEL RIDER

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

RATE

A. Energy use under all 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:

Adjustment Factor = (F/S) – 0.028729

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 Energy Regulatory Commission's Uniform System of Accounts for Class A and B Public Utilities and Licensees; and
   (b) Purchased Power Costs; and
   (c) Fuel-related Midwest ISO charge types; and
   (d) 25 percent (25%) of costs associated with credits paid for interruptible load; and
   (e) Other costs approved by the Commission for recovery.

2. "S" is the 3-month KWH sales forecast for each Rate Schedule.

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.

C. The fuel cost charge shall be further modified to reflect the difference in the estimated incremental fuel cost billed and the incremental fuel cost actually experienced during the first and succeeding billing cycle month(s) or calendar months(s) in which such estimated incremental fuel cost was billed for those months not previously reconciled.

D. See Appendix B for fuel cost charge.

RIDER 671
ADJUSTMENT OF CHARGES FOR REGIONAL TRANSMISSION ORGANIZATION

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

CHARGES FOR REGIONAL TRANSMISSION ORGANIZATION FACTOR

Energy Charges in the Rate Schedules included in this Tariff are subject to charges to reflect the recovery of net non-fuel Midwest ISO costs and revenues above and below $5,326,931 on an annual basis and 50% sharing of off-system sale margins over $7,600,638 on an annual basis. Such charges shall be increased or decreased to the nearest 0.001 mill ($.000001) per KWH in accordance with the following:

RTO Factor (“RTO”) = (((E x Pe) + (D x Pd)) / S1) + ((OSS x Pd) / S2)

Where:

“RTO” is the rate adjustment for each Rate Schedule.
“E” equals the total net non-fuel Midwest ISO costs and revenues above and below the base amount which are energy allocated.
"Pe" represents the Production Energy Allocation percentage for each Rate Schedule.
“D” equals the total non-fuel Midwest ISO costs and revenues which are demand allocated.
“Pd” represents the Production Demand Allocation percentage for each Rate Schedule.
“OSS" equals the total 50% sharing of Off-System Sales Margins over the base amount
"S1" is the 6-month KWH sales forecast for each Rate Schedule.
“S2” is the 12-month KWH sales forecast for each Rate Schedule.

RTO ADJUSTMENT FACTOR

The rates defined in Appendix A are subject to a Regional Transmission Organization (RTO) Factor. The RTO Adjustment Factor stated in Appendix C is applicable hereto and is issued and effective at the dates shown on Appendix C.

The RTO as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the RTO revenues and later reconciled with actual sales and revenues.

See Appendix C for RTO per KWH charge for each Rate Schedule.

RIDER 672
ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL COST RECOVERY MECHANISM

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

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 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:

Environmental Cost Recovery Mechanism Factor (“ECRM”) = (RxP)/S

Where:

“ECRM”	is the rate adjustment for each Rate Schedule representing the ratemaking treatment for qualified pollution control property.
“R”	equals the total revenue requirement based upon the costs for the qualified pollution control property.
“P”	represents the Production Demand Allocation percentage for the Rate Schedule.
"S"	is the forecast 6-month KWH sales for the Rate Schedule.

ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR

The rates defined in Appendix A are subject an Environmental Cost Recovery Mechanism Factor. The Environmental Cost Recovery Mechanism Factor stated in Appendix D is applicable hereto and is issued and effective at the dates shown on Appendix D.

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 for ECRM per KWH charge for each Rate Schedule.

RIDER 673
ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL EXPENSE RECOVERY MECHANISM

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

ADJUSTMENT OF CHARGES FOR ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR

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, along with emission allowance costs and credits, and such charges shall be increased or decreased to the nearest 0.001 mill ($.000001) per KWH in accordance with the following:

Environmental Expense Recovery Mechanism Factor ("EERM") = ((D x P) + (O&M x Pc)) / S

Where:

"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.
"D"	equals the total twelve (12)-month depreciation expense for the qualified pollution control property placed in service.
"P"	represents the Production Demand Allocation percentage for each Rate Schedule.
"O&M"	equals the total twelve (12)-month operation and maintenance expense for the qualified pollution control property placed in service and net emission allowance purchases.
"Pc,"	a percentage value, equals a composite allocation based on: x(%) times P defined above for each Rate Schedule; and (1-x)(%) times "Te," where:
"Te"	represents the Energy Allocation Percentage for each Rate Schedule; and
"S"	is the forecast twelve (12) - month KWH sales for each Rate Schedule.

ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR

The rates defined in Appendix A are subject an Environmental Expense Recovery Mechanism Factor. The Environmental Expense Recovery Mechanism Factor stated in Appendix E is applicable hereto and is issued and effective at the dates shown on Appendix E.

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 for EERM per KWH charge for each Rate Schedule.

RIDER 674
ADJUSTMENT OF CHARGES FOR RESOURCE ADEQUACY

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

CHARGES FOR RESOURCE ADEQUACY FACTOR

Energy Charges in the Rate Schedules included in this Tariff are subject to charges to reflect the recovery of capacity purchases and 75 percent (75%) of costs associated with credits paid for interruptible load. Such charges shall be increased or decreased to the nearest 0.001 mill ($.000001) per KWH in accordance with the following:

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

Where:

“RA” is the rate adjustment for each Rate Schedule.
“C” equals the total Capacity Purchase.
“I” 75 percent (75%) of costs associated with credits paid for interruptible load.
"P" represents the Production Demand Allocation percentage for each Rate Schedule.
"S" is the 6-month KWH sales forecast for each Rate Schedule.

RA ADJUSTMENT FACTOR

The rates defined in Appendix A are subject to a Resource Adequacy (RA) Factor. The RA Adjustment Factor stated in Appendix F is applicable hereto and is issued and effective at the dates shown on Appendix F.

The RA as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the RA revenues and later reconciled with actual sales and revenues.

See Appendix F for RA per KWH charge for each Rate Schedule.

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

TO WHOM AVAILABLE

Available to Customers taking service under either Rate 632, Rate 633 or Rate 634 whose facilities are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements, subject to the conditions set forth in this Rider and the Company Rules. The total capacity to be made available under this Rider is limited to 500 MW and the total sum of demand credits available under this Rider shall not exceed $38,000,000 in any calendar year. If initial requests for capacity exceed the 500 MW cap, the priority of allocation will be first to existing interruptible customers and then the remaining capacity will be allocated on a pro rata share.

Customers shall contract for and specify an Interruptible Contract Demand of 1,000 kW or greater under this Rider. The Company shall not be obligated to supply interruptible capacity in excess of the Interruptible Contract Demand specified in the contract. Interruptible Contract Demand is the demand (kW) that the Customer intends to make available for Interruptions and/or Curtailments from one or more of Customer's premises taking service under Rate 632, Rate 633 or Rate 634. Customers electing service under this Rider shall specify a Firm Contract Demand that the Customer intends to exclude from Interruptions and Curtailments. The Firm Contract Demand amount shall be specified in the customer's agreement. The Interruptible Contract Demand shall not exceed the Rate 632, Rate 633 or Rate 634 Demand.

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

Customers electing this rider shall be required to have the ability of Curtailment or Interruption at the stated notice by the Company and the provisions of service under this Rider to Customers shall also meet the applicable Load Modifying Resource requirements pursuant to MISO Tariff Module E or any successor. Customers electing this Rider shall provide information necessary to satisfy these requirements, including information demonstrating to Company's satisfaction that the Customer has the ability to reduce load to the level of curtailability and/or interruptibility for which they contract.

CHARACTER OF SERVICE

There are four options of interruptible service. The Customer shall contract for the interruptible option which shall remain in effect for the duration of the contract.

The Company shall dispatch customers for the Curtailments or Interruptions at its own discretion in accordance within the limitations specified under this Rider and the Company's General Rules and Regulations Applicable to Electric Service.

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

CHARACTER OF SERVICE (continued)

Option A – Curtailments only

Curtailments shall be limited to the following:

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

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

Option B – Curtailment and Limited Interruptions

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

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

Option C – Curtailment and Interruptions

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

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

The Company shall provide at least one (1) hour advanced notice before an Interruption or Curtailment. Adjustments to the requested Interruptible demand may be increased with a minimum of one (1) hour notice during the Interruption. Once notice is given to a Customer, an Interruption of a minimum of at least four (4) consecutive hours in length will be deemed to have occurred for purposes of the above limits even if the Company subsequently provides a notice of cancellation of such Interruption. This service will be billed as second through the meter.

Option D – Curtailment and Short notice Interruptions

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

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

INTERRUPTIONS

Company may call an Interruption when the applicable real-time LMPs for the Company's load zone are reasonably forecasted by the Company to be in excess of the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's fuel cost charge under Rider 670. Company shall provide a good faith estimate of the duration of an Interruption based upon the information available to Company.

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

RATE

Demand Credit

Option A

Effective March 1, 2013:	$0.37 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

RATE

Demand Credit (continued)

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

Option B

$6.00 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

Option C

$8.00 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

Option D

$9.00 per kilowatt per Interruptible Billing Demand per month will be applied to the Rate 632, Rate 633 or Rate 634 bill.

Energy

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

Rate 632:	$0.005702 per kilowatt hour
Rate 633:	$0.005108 per kilowatt hour
Rate 634:	$0.003009 per kilowatt hour.

Prior to 9 AM CST day-ahead, a Customer may elect in writing to Company to pay the Day-Ahead LMP for the Company's load zone in place of the Company's Real-Time LMP for the Company's load zone for any energy taken by the Customer pursuant to this Rider during any Interruptions that occur for that operating day.

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

DETERMINATION OF INTERRUPTIBLE BILLING DEMAND

Interruptible billing demand shall be calculated as follows:

Options A, B & C

The lessor of:
(1) the Interruptible Contract Demand, or
(2) Billing demand of the either Rate 632, Rate 633 or Rate 634 less firm Contract Demand.

Option D

The lessor of:
(1) the Interruptible Contract Demand, or
(2) Billing demand of either Rate 632, Rate 633 or Rate 634.

The Customer's monthly Rate 632, Rate 633 or Rate 634 Billing Demand shall be calculated in accordance with Rate 632, Rate 633 or Rate 634.

The interruptible demand credit will not apply to Back-up, Maintenance or Temporary Service demands taken under Rider 676.

CUSTOMER'S FAILURE TO COMPLY WITH REQUESTED INTERRUPTIONS OR CURTAILMENT

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

If a Customer fails to comply with a Curtailment, the Customer shall be immediately disqualified and removed from service under this Rider and shall not be eligible for this Rider for a period of three (3) years. In addition, a Customer failing to comply with a Curtailment shall be subject to the above energy charge during a Curtailment and, the Customer shall be liable for any charges and/or penalties from any outside agency(ies) or duly applicable organization including MISO, FERC and Reliability*First* Corporation for failure to comply with a Curtailment. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a Load Modifying Resource.

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

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

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

Option A: Not less than one (1) year.
Option B: Not less than three (3) years.
Option C: Not less than seven (7) years.
Option D: Not less than 10 years.

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

Customers electing Options A, B, C or D under this Rider shall have the option once each year to modify its Interruptible Contract Demand by plus or minus 10 percent (10%), subject to the overall availability under this Rider and pro rata adjustment if requests exceed said availability. Customers shall notify NIPSCO by 5 PM CST on December 15 if they will be decreasing their Interruptible Contract Demand by up to 10% from their current contracted amount. Customers wishing to convert up to 10% of their current Interruptible Contract Demand to a different option shall release on a contingent basis up to 10% of their existing option by 5 PM CST on December 15 and request the new option by 5 PM CST on January 15. If the new option is granted at 100% of the Customer's request by the Company pursuant to the overall availability under this Rider, the Interruptible Contract Demand released by the Customer on a contingent basis shall be permanently released. If the new option is not granted at 100% of the Customer's request by the Company, the Interruptible Contract Demand released by a Customer on a contingent basis shall revert back to the Customer. Customer requests for additional Interruptible Contract Demand will be due by 5 PM CST on January 15. A Customer electing to modify its Interruptible Contract Demand shall also agree to make corresponding changes to its Firm Contract Demand, if necessary, as mutually agreed between Company and Customer, and other provisions in its contract impacted by such modification by no later than 5 PM CST on January 30. All new contracts under this Rider and those contracts modified as a result of this paragraph shall take effect on the following June 1 and extend through the applicable Planning Year of Module E of the MISO Tariff.

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

RIDER 675
INTERRUPTIBLE INDUSTRIAL SERVICE RIDER

GENERAL TERMS AND CONDITIONS OF SERVICE – CONTRACT (continued)

In such contract, it shall also be proper to include such provisions, if any, as may be agreed upon between the Company and the Customer with respect to special terms and conditions under which service is to be furnished hereunder, including but not limited to, amount of Contract Demand, voltage to be supplied, and facilities to be provided by each party in accordance with the Company Rules.

Notwithstanding the above, contracts under this Rider shall expire upon the date of Company's implementation of new electric basic rates and charges resulting from a general rate proceeding.

RULES AND REGULATIONS

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

RIDER 676
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

TO WHOM AVAILABLE

Available to Customers taking service under either Rate 632 or Rate 633 who desire to take a curtailable service from the Company on a temporary basis, including for back-up or maintenance purposes, subject to Curtailments. Back-up, Maintenance and Temporary Services under this Rider shall be subject to Curtailments when curtailment of the Company's interruptible service customers under Rider 675 is insufficient.

CHARACTER OF SERVICE

Subject to the provisions applicable to Back-up, Maintenance or Temporary Service under this Rider, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration said capacity shall be needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration said capacity shall be available to the Customer.

Back-up Service

Subject to the requirements of Back-up Service in this Rider, a Customer with verified internal electric generation fueled with energy sources such as, but not limited to, process off-gas or waste heat, natural gas, oil, propane, coal and coal by-products and that is capable of meeting the efficiency standards established for a cogeneration facility by the Federal Energy Regulatory Commission under 16 U. S. C. 824a-3, in effect November 9, 1978 ("Cogeneration Systems") may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to 45 calendar days per Cogeneration System per 12 rolling months. Eligibility for Back-Up Service requires a contract between the Customer and Company that shall include information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

Maintenance Service

Subject to the requirements of Maintenance Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

Temporary Service

Subject to the requirements of Temporary Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. To the extent Customer requests Temporary Service and Company denies such a request under this Rider, Customer may elect to buy-through subject to the Demand and Energy Charges during Buy-through provided in this Rider. Customer may not elect to buy-through under this Rider if Company has initiated a Curtailment(s) on its system. The Company has the right to deny a request if Day Ahead LMPs exceed the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's fuel cost charge under Rider 670.

RIDER 676
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

RATE

Back-up Service

For Back-up service, the following charges shall apply:

Demand Charge:

The demand charge shall be the applicable Rate 632 or Rate 633 demand charge, divided by the number of calendar days within the applicable calendar month, per kilowatt per day.

Energy Charge

All kilowatt hours used for Back-up service shall be subject to an energy charge equal to Real-Time LMP plus a non-fuel energy charge of $0.0035 per kilowatt hour.

All energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) 100% load factor for the confirmed Back-up Service capacity or (ii) the total energy consumed by the Customer under this Rider and either Rate 632 or Rate 633, as applicable, during the period in which Back-up Service capacity was taken by the Customer.

Maintenance Service

For Customers (i) requesting service in writing at least 30 days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of 60 calendar days in any 12 month rolling period:

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be $0.44 per kilowatt per day.

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

Energy Charge

The energy charge for all maintenance kilowatt hours for Rate 632 customers shall be the first 450 hour energy charge in Rate 632 and all energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

The energy charge for all kilowatt hours for Rate 633 customers shall be the applicable energy charge in Rate 633.

RIDER 676
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least 48 hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within 24 hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rider.

Temporary Service
For Temporary service, the following charges shall apply:

Demand Charge (except as defined for buy-through described below)
$0.58 per kilowatt per day for the first 30 calendar days of temporary demand take in any 12 month rolling period;
$0.87 per kilowatt per day for the second 30 calendar days of temporary demand take in any 12 month rolling period;
$1.16 per kilowatt per day for the third 30 calendar days of temporary demand take in any 12 month rolling period; and
$2.32 per kilowatt per day for all calendar days in excess of 90 of temporary demand take in any 12 month rolling period.

Energy Charge (except as defined for buy-through described below)
The energy charge for all temporary kilowatt hours for Rate 632 customers shall be the first 450 hour energy charge in Rate 632 and all energy for Temporary Service shall be considered first through the meter.

The energy charge for all kilowatt hours for Rate 633 customers shall be the applicable energy charge in Rate 633.

All energy for Temporary Service shall be billed on an hourly basis at the lower of: (i) 100% load factor for the confirmed Temporary Service capacity or (ii) the total energy consumed by the Customer under this Rider and either Rate 632 or Rate 633, as applicable, during the period in which Temporary Service capacity was taken by the Customer.

Buy-Through Temporary Service

Demand Charge (during buy-through)
There shall be no demand charge for Temporary Service during a buy-through event.

Energy Charges (during buy-through)
All kilowatt hours used for Temporary service during buy-through shall be subject to an energy charge equal to Real-Time LMP plus a non-fuel energy charge of $0.0035 per kilowatt hour.

RIDER 676
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

All energy for Temporary Service shall be billed considered first through the meter and on an hourly basis at the lower of: (i) 100% load factor for the requested Temporary Service capacity or (ii) the total energy consumed by the Customer under this Rider and either Rate 632 or Rate 633, as applicable, during the period in which Temporary Service capacity was taken with buy-through by the Customer.

Subject to the amount requested by Customer, during a buy-through event there is no cap on kWh's imported or duration of buy-through for that applicable operating day. Buy-through days do not count toward the number of days of Temporary Service during any rolling 12 month period.

This Rider is subject to the MISO charges or credits associated with the service.

DETERMINATION OF BILLING DEMAND

The billing demand for the day for Maintenance Service for Rate 633 customers shall be the greater of (i) the granted Maintenance Service capacity times 80% or (ii) the actual amount of Maintenance Service taken by Customer above the billing demand under Rate 633.

The billing demand for the day for Maintenance Service for Rate 632 customers shall be the confirmed amount of Maintenance Service.

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

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rider, Customer shall not be charged for the amount recalled.

RULES AND REGULATIONS

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

RIDER 677
ECONOMIC DEVELOPMENT RIDER

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

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 State of Indiana 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 any related employment opportunities would be located outside the Company's electric service territory. Increased service requirements which displace or duplicate existing load in the Company's service territory or are brought about by the shutdown of cogeneration facilities will not qualify under this Rider.

For Customers that were taking service from the Company under Economic Development Rider 848.2 prior to the effective date of this Rider 677, service under this Rider 677 shall terminate upon the expiration of the contract existing between the Customer and the Company.

For new Customers, service under this Rider shall commence upon the effective date of a contract between the Company and the Customer providing for service under the appropriate Rate Schedule between the Customer and the Company and shall terminate upon the earliest of: (1) the contract term; or (2) upon the effective date of new base rates resulting from a Commission Order in a base rate case.

CONTRACT

Service under this Rider requires a contract between the Customer and the Company. 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 General Rules and Regulations applicable to electric service 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 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:

RIDER 677
ECONOMIC DEVELOPMENT RIDER

RATE (continued)

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. 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 10.

2. New electrical Demand: minimum 100 kW.

3. Customer documentation/certification to be provided noting "Customer is considering other specific electric service territories as alternate locations for their planned new facility or expansion."

RIDER 677
ECONOMIC DEVELOPMENT RIDER

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.

Economic and/or Environmental Distress

a. Brown field site development. For purposes of this Rider, a brownfield shall be areas of NIPSCO's territory where existing transmission and distribution facilities are not at capacity and limited new facilities would be required for new business.
b. Above-county-average wage to be paid by prospect.
c. Other Indiana "Accelerating Growth" Guidelines, or Future State of Indiana Economic Development Goals.
d. Any federal, state or local incentives and the degree thereof.

Power Use Characteristics

a. High-efficiency, end-use equipment and construction technologies.
b. "Clean Power" usage considerations.
c. High load-factor operations

Site Specific Discounts

a. Community master plan compliance.
b. Industrial park location where municipal utilities, zoning and streets already exist.
c. Utilization of existing industrial sites.
d. Proximity to existing Company facilities.
e. Loading of existing Company facilities.

Number of Jobs Created

Full-time equivalent job creation per project.

RIDER 678
PURCHASES FROM COGENERATION AND SMALL POWER PRODUCTION FACILITIES

TO WHOM AVAILABLE

Available to cogeneration and/or small power production facilities which qualify under the IURC Rules (170 IAC 4-4.1 *et seq.*). A contract shall be required between the Company and each cogenerator or small power producer (Qualifying Facility), setting forth all terms and conditions governing the purchase of electric power from the Qualifying Facility.

INTERCONNECTION STANDARDS

The cogenerator or small power producer shall comply with the interconnection standards as defined in Rider 679 Interconnection Standards Rider.

PURCHASE RATES

	Current Rate Per KWH
Summer period (May - Sept.)	
on-peak (1)	$0.04218
off-peak (2)(5)	$0.02584
Winter period (Oct. - Apr.)	
on-Peak (3)	$0.03754
off-Peak (4)(5)	$0.02986

(1) Monday through Saturday 8 a.m. to 11 p.m.
(2) Monday through Saturday 11 p.m. to midnight and midnight to 8 a.m. and all day Sunday.
(3) Monday through Friday 8 a.m. to 11 p.m.
(4) Monday through Friday 11 p.m. to midnight and midnight to 8 a.m. and all day Saturday and Sunday.
(5) The twenty-four (24) hours of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be included in the Off-Peak period.

For those qualifying facilities for whom metering not capable of recognizing different rating periods is installed:

	Current Rate Per KWH
Summer Period	$0.03439
Winter Period	$0.03326

Energy metered during any month more than half of which is in any month of May to September, inclusive, shall be calculated under the summer rates listed above. Energy credited during other periods of the year shall be calculated under the winter rates listed above.

RIDER 678
PURCHASES FROM COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Current Capacity Component

$9.02 per KW per month.

The monthly capacity component shall be adjusted by the following factor:

$$F = \frac{E_p}{K(T_P)}$$

Where F = Capacity component adjustment factor.

E_P = Kilowatt-hours delivered to the Company during the on-peak period defined as:

Summer - Monday through Saturday 8 a.m. to 11 p.m.
Winter - Monday through Friday 8 a.m. to 11 p.m.
The twenty-four (24) hours of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will not be included in the On-Peak period.

K = Kilowatts of capacity the qualifying facility contracts to provide.

T_P = Number of hours in the peak period.

The KW capacity available and the kilowatt-hours in the peak period shall be determined by a suitable recording type instrument.

For intended purchases of 72,000 kilowatt-hours or more per month from a Qualifying Facility, the Company and the Qualifying Facility may agree to increase or decrease the rate for Energy purchase in recognition of the following factors:

1. The extent to which scheduled outages of the qualifying facility can be usefully coordinated with scheduled outages of the Company generation facilities; or
2. The relationship of the availability of Energy from the Qualifying Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the qualifying facility; or
3. The usefulness of Energy from the qualifying facility during system emergencies, including the ability of the Qualifying Facility to separate its load from its generation.

The Company and Qualifying Facility may negotiate a rate for Energy or capacity purchase which differs from this filed rate.

RIDER 678
PURCHASES FROM COGENERATION AND SMALL POWER PRODUCTION FACILITIES

DETERMINATION OF AMOUNT OF ENERGY PURCHASED

To properly record the number of kilowatt-hours, and where applicable, kilowatts of purchases, the Company and the Qualifying Facility shall mutually agree on the metering configuration to be utilized in accordance with 170 IAC 4-4.1 Section 7 (b). The metering facilities shall be installed and will be owned by the Company, and the Qualifying Facility will be required to reimburse the Company for the installed cost of said metering equipment. The Company need not purchase at the time of a system emergency.

GENERAL TERMS AND CONDITIONS FOR PURCHASE

Contract

Any cogenerator or small power producer requesting service under this rate shall enter into a written contract for an initial period of not less than one year.

Curtailment of Purchase

The Company reserves the right to Curtail the purchase at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs, the Company reserves the right to disconnect the Qualifying Facility's electric system for four (4) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Qualifying Facility and the Company, provided forty-eight (48) hours' notification previous to the hour of cut-off is given the Qualifying Facility of such intention.

Additional Load

The Qualifying Facility shall notify the Company in writing of any substantial additions to or alterations in the equipment supplying electric Energy to the Company and such additions or alterations shall not be connected to the system until such notice shall have been given by the Qualifying Facility and received by the Company.

Discontinuance of Purchase

The Company shall have the right to cut off and discontinue the purchase of electric Energy and remove its metering equipment and other property when there is a violation by the Qualifying Facility of any of the terms or conditions of the contract.

RIDER 678
PURCHASES FROM COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Back-up and Maintenance Power

Back-up and maintenance power is electrical Energy and capacity provided by the Company to a Qualified Facility to replace Energy, ordinarily generated by the Qualifying Facility, during a scheduled or unscheduled outage of the Qualifying Facility. Any back-up and maintenance power taken by the Qualified Facility will be billed under an appropriate Rate Schedule.

GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT

Any Qualified Facility requesting service under this rate shall enter into a written contract for an initial period of not less than three years.

In such contract it shall be proper to include such provisions, if any, as may be agreed upon between the Company and the Qualified Facility with respect to special terms and conditions under which service is to be furnished hereunder, including but not limited to, amount of Contract Demand, voltage to be supplied, and facilities to be provided by each party in accordance with the Company Rules.

RIDER 679
INTERCONNECTION STANDARDS

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

In accordance with 170 IAC 4-4.3 of the 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 as defined.

DEFINITIONS

A Customer shall initiate the approval process by submitting the appropriate application (see Interconnection Agreements below) and fees based on the size and type of the generating unit as defined by the following:

Level 1: Inverter-based Customer-generator facilities with a name plate rating of 10kW or less which meet certification requirements of section 5 of Rule 4.3.

Level 2: Customer-based generator facilities with a name plate rating for 2 MW or less which meet the certification requirements of section 5 of Rule 4.3.

Level 3: Customer-based generator facilities which do not qualify for either Level 1 or Level 2.

RATE

The interconnection review fees shall be as follows:

Level 1: There is no charge.

Level 2: The charge for a Level 2 interconnection review is fifty dollars ($50) plus one dollar ($1) per kW of the Customer-generator facility's name plate capacity.

Level 3: The charge for a Level 3 review is one hundred dollars ($100) plus two dollars ($2) per kW of the Customer-generator facility's name plate capacity, as well as one hundred dollars ($100) per hour for engineering work performed as part of any impact or facilities study. The cost of additional facilities in order to accommodate the interconnection of the Customer-generator facility shall be the responsibility of the applicant.

RIDER 679
INTERCONNECTION STANDARDS

PROCEDURES:

The interconnection review procedures are prescribed by the following sections of Commission Rule 4.3:

Level 1: Section 6

Level 2: Section 7

Level 3: Section 8

Before the Company may allow interconnection with an eligible Customer's facility, the Customer shall be required to enter into an interconnection agreement with the Company applicable to the facility. See below for the appropriate agreement.

The above stated agreements and associated applications are found below, as follows:

1. Interconnection Agreement For Interconnection and Parallel Operation of Certified Inverter-Based Equipment 10 KW or Smaller
2. Interconnection Agreement for Level 2 or Level 3 Facilities,
3. Application For Interconnection – Level 1, Certified Inverter Based Generation Equipment of 10 kW or Smaller
4. Application For Interconnection – Level 2 or Level 3.
5. Set forth in IS Exhibit A

RIDER 679
INTERCONNECTION STANDARDS

Application For Interconnection

Level 1 - Certified* Inverter-Based Generation Equipment**
10kW or Smaller

Customer Name: _____

Customer Address: _____

Home/Business Phone No.: _____ Daytime Phone No.: _____

Email Address (Optional): _____

Type of Facility:
☐ Solar Photovoltaic ☐ Wind Turbine ☐ Other (specify) _____
Inverter Power Rating: _____Quantity: _____ Total Rated "AC" Output:_____
Inverter Manufacturer and Model Number: _____
Name of Contractor/Installer: _____
Address: _____
Phone No.: _____ Email Address (Optional): _____

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Northern Indiana Public Service Company to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).

Mail to: NIPSCO, Attn: Business Link, 801 E. 86th Avenue, Merrillville, IN 46410

* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.
** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

RIDER 679
INTERCONNECTION STANDARDS

Application For Interconnection
Level 2 or Level 3****

Customer Name: _____
Customer Address: _____
Project Contact Person: _____
Phone No.: _____Email Address (Optional): _____

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:
_____
_
_____
_

Total Generating Capacity of Customer-Generator Facility: _____

Type of Generator: ☐Inverter-Based ☐Synchronous ☐Induction

Power Source: ☐Solar ☐Wind ☐Diesel-fueled Reciprocating Engine
☐Gas-Fueled Reciprocating Engine ☐Gas Turbine ☐Microturbine
☐Other (Specify) _____

Is the Equipment "Certified" as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5
☐Yes ☐No

Indicate all possible operating modes for this generator facility:
☐Emergency / Standby – Operated when Northern Indiana Public Service Company ("NIPSCO") service is not available. Paralleling is for short durations.
☐Peak Shaving – Operated during peak Demand periods. Paralleling is for extended times.
☐Base Load Power – Operated continuously at a pre-determined output. Paralleling is continuous.
☐Cogeneration – Operated primarily to produce thermal Energy. Paralleling is extended or continuous.
☐Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.
☐Other – Describe: _____

Will the Customer-Generator Facility export power? ☐Yes ☐No If yes, how much? _____

Level of Interconnection Review Requested:
☐Level 2**
☐Level 3**

RIDER 679
INTERCONNECTION STANDARDS

Application For Interconnection
Level 2 or Level 3**** (continued)

FEES

For this application to be considered complete, adequate documentation and information must be submitted that will allow NIPSCO to determine the impact of the generation facilities on NIPSCO's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and other applicable requirements. Typically this should include the following:

1. Single-line diagram of the Customer's system showing all electrical equipment from the generator to the point of interconnection with NIPSCO's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.

For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture's web site containing such manual.

8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by NIPSCO and the possible need for additional documentation and information from Customer.

Mail to:
NIPSCO
Attn: Business Link, 801 E. 86th Avenue, Merrillville, IN 46410
** Level 2 and Level 3 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

RIDER 679
INTERCONNECTION STANDARDS

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 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.

RIDER 679
INTERCONNECTION STANDARDS

Customer further represents and agrees that:

(i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement;

(ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above; and

(iii) If requested by Company, Customer will install and maintain, at Customer's expense, a disconnect switch located outside and accessible by Company personnel.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Commission ("Commission"). 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 Company Rules and Regulations, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

RIDER 679
INTERCONNECTION STANDARDS

Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

_____ CUSTOMER
By: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____

Mail To:
NIPSCO
Attn: Business Link
801 E. 86th Avenue
Merrillville, IN 46410

RIDER 679
INTERCONNECTION STANDARDS

INTERCONNECTION AGREEMENT
FOR LEVEL 2 OR LEVEL 3 FACILITIES

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, ____, by and between Northern Indiana Public Service Company ("Company"), and _____ ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____
Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. Application. It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.

2. Interconnection. Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company Rules as each may be revised from time to time with the approval of the Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

RIDER 679
INTERCONNECTION STANDARDS

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other Customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its Customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

Customer shall coordinate the location of any disconnect switch required by Company to be installed and maintained by Customer.

RIDER 679
INTERCONNECTION STANDARDS

4. Access by Company. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce Energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s).

   The Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that:

   (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system;
   (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
   (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases Energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then such excess facilities be detailed in Exhibit B of this Agreement including the facilities to be added by the Company to facilitate the interconnection of the Customer's Generation Facilities and the costs of such excess facilities shall be paid by the Customer to the Company.

RIDER 679
INTERCONNECTION STANDARDS

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 the Bodily Injury Property Damage Facilities.)	(To be inserted depending upon nature and size of the Generation

At least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company. Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

NIPSCO
Attention: Corporate Insurance
801 E. 86th Avenue
Merrillville, IN 46410_____

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

RIDER 679
INTERCONNECTION STANDARDS

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' 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

RIDER 679
INTERCONNECTION STANDARDS

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.

Customer's use of the Generation Facilities is subject to the Companying Rules, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

Northern Indiana Public Service
Company

By:_____
(Title)_____

"Customer"_____
By:_____
(Title)_____

Mail To:
NIPSCO
Attn: Business Link
801 E. 86th Avenue
Merrillville, IN 46410

RIDER 679
INTERCONNECTION STANDARDS

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.

RIDER 680
NET METERING

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

REQUIREMENTS

In accordance with 170 IAC 4-4.2, the 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 665, 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 Rider and shall not exceed thirty (30) MWs forty percent (40%) of which shall be reserved for use by residential customers.

Before the Company will allow interconnection with an eligible net metering Customer's Facility and before net metering service may begin, the Customer will be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 679 – Interconnection Standards.

The eligible net metering Customer shall install, operate and maintain the Facility in accordance with the manufacturer's suggested practice for safe, efficient and reliable operation interconnected to the Company's electric system.

The Company will determine an eligible net metering Customer's monthly bill as follows:

RIDER 680
NET METERING

REQUIREMENTS (continued)

1. The Company will measure the difference between the amount of electricity delivered by the Company to the eligible net metering Customer and the amount of electricity generated by the eligible net metering Customer and delivered to the Company during the Month, in accordance with the Company's normal metering practices.

2. 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 Month, the eligible net metering Customer will be billed for the kWh difference at the rate applicable to the eligible net metering Customer if it was not an eligible net metering Customer. If the kWh generated by the eligible net metering Customer and delivered to the Company exceeds the kWh supplied by the Company to the eligible net metering Customer during the Month, 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.

RIDER 681
DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

TO WHOM AVAILABLE

Available to a Customer on Rates 623, 624, 625, 626, 632, 633 and 634 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 Customer ("ARC") shall enter into a written Standard Service Agreement ("Service Agreement") in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) to curtail a portion of its electric load for single or multiple meters through participation with the Company acting as the Market Participant ("MP") for the Customer/ARC. This Rider is available to any load that is participating in the Company's other interruptible or curtailment riders, unless Midwest ISO rules change and do not permit load used by the Company as a load modifying resource ("LMR") to also participate as a Demand Response Resource ("DRR"); provided, however, load may not participate as a DRR if such participation would be inconsistent with the provisions of Company's interruptible or curtailment riders. Such a Customer may, however, participate as a DRR with any load at any site that is not committed as interruptible. 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.

RIDER 681
DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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.
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 in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) under this Rider which will specify the terms and conditions under which Customer/ARC agrees to reduce usage. Company and Customer/ARC shall agree to the baseline method. The Midwest ISO default baseline shall be available as a choice for Customer/ARC.

RIDER 681
DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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.

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

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

THIRD-PARTY AGGREGATORS

Aggregation will be permitted under this Rider subject to (a) measurement and verification of Customer response in a manner satisfactory to the Company sufficient to allow Company to comply with any and all 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 Service Agreement (Attachment B) and pursuant to the terms of this Rider. An ARC shall provide a list of all individual Customers who are participating with the ARC. A Customer may serve as an ARC for other Customers in the service territory, but shall be subject to the requirements set forth in this Rider for ARCs. The Company shall have final approval over final integration of business processes of all participating ARCs.

OFFERS

A Customer/ARC shall have the option of participating or not on any particular day, as applicable, as long as it notifies the Company prior to 8:30 A.M. 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 C must be paid to the Company with submittal of the registration information.

The Customer/ARC shall submit the required information in the prescribed electronic format to the Company's designee no later than 8:30 A.M. 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 C 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.

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PROCEDURES

Registration requirements, notifications, performance, metering requirements and other operating procedures are contained in the Service Agreement (Attachment A (Customer) or Attachment B (ARC)). 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 C 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 C 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.

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

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

ATTACHMENT A
(Customer)
DRR Type 1 Energy Service Agreement

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

General Terms and Conditions

1. This Agreement is subject to the terms and conditions of NIPSCO Rider 681 ("Rider 681") 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 681 and the Tariff are incorporated herein by reference.

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

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

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

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

6. Customer shall be subject to testing and metering requirements of the Midwest ISO for DRR Type 1 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.

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

DRR Type 1 Energy Terms and Conditions

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

2. CUSTOMER REDUCTION OBLIGATION: Customer is obligated to reduce load as communicated by NIPSCO in accordance with the 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 its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO as updated. Status updates must be received by 8:30 A.M. Central Standard Time. Energy Commitment Status may be changed daily with no additional charge to the Customer. Customer must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. Other offer parameters, including Cost Parameters, may be updated daily through correspondence with NIPSCO as designated. Status updates must be received by 8:30 A.M. 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 1 event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one 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 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 A.M. 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 1 resource. NIPSCO will utilize the baseline method as spelled out in Rider 681. The Baseline Load will be provided to the Customer by 4:30 P.M. Central Standard Time following the DRR Type 1 Event. Customer may curtail by the fixed reduction amount.

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

6. ENERGY SETTLEMENT:

a. Customer will be eligible for compensation for load reduction for participating in a DRR Type 1 Event when cleared and dispatched. The 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 1 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 681.

d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to the Customer for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), a DRR Type 1 Event Debit ("Debit") for the appropriate amount shall appear on the Customer's bill as specified in Rider 681.

e. In the event that a Customer has a Debit on its bill as described in Paragraph 6(d), if the Customer does not pay the undisputed portion of that Debit by the Due Date indicated on the Customer's bill, the Customer shall be suspended from further participation until such time that the Debit is paid.

f. Customer will receive DRR Type 1 Event Credits or Debits on its NIPSCO-issued electric bill. Depending on the Customer's billing cycle and when DRR Type 1 Event Credits ("Credits") or Debits are issued, posting of the Credits or Debits to the Customer's bill may be delayed. Customer will notify NIPSCO if Customer disputes any payments and/or charges reflected on the NIPSCO-issued electric bill. The Parties will attempt to resolve any dispute in accordance with Paragraph 14.

g. The process for determination of the Credits or Debits for each electric bill is established in Rider 681.

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

7. POWER INTERRUPTION: If power is interrupted to Customer during a DRR Type 1 Event, then NIPSCO shall not be responsible for paying DRR Type 1 Event Credit for energy reductions in excess of the amount received by NIPSCO from 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 1 Event 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 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.

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

13. FORCE MAJEURE: For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

14. DISPUTES: In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

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

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

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

If notice or other transmittal is to Customer:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

16. TERM OF CONTRACT AND TERMINATION: The initial term of this Agreement will be one (1) year from the commencement of Customer participation, as defined above. This 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 fails to comply with the provisions of the Curtailment Amount under Rider 681, the Company and the Customer will discuss methods to comply during future events. If the Midwest ISO terminates the Customer's participation, the Company shall immediately terminate the Customer's participation. If there are system reliability issues created by the Customer's failure to perform the Company reserves the right to suspend participation of the Customer under this Rider for 90 days or to terminate the Customer's participation. The Customer has the right to ask the Commission to review any decision made by the Company.

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

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

For Customer	For Company
_____	_____
_____ Printed	_____ Printed
_____ Date	_____ Date

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

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

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 681.
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
DRR Type 1 Event	When an offer is cleared by Midwest ISO and the Customer is eligible for Credits or Debits based on its compliance or non-compliance.
DRR Type 1 Event Credit	Money due to the Customer for compliance in a DRR Type 1 Event.
DRR Type 1 Event Debit	Money due from the Customer for non-compliance in a DRR Type 1 Event.
Energy Commitment Status	Indication from the Customer if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of energy sales, exclusive of any demand component effects, which 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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DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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

This DRR Type 1 Energy Service Agreement ("Agreement") is entered into this ____ day of _____ 20 __ ("Effective Date") and is between _____ serving as an Aggregator of Retail Services for customers receiving service from Northern Indiana Public Service Company ("NIPSCO" or "Company") as identified on the 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 681 ("Rider 681") 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 681 and the Tariff are incorporated herein by reference.

2. Service under Rider 681 shall commence upon the later of (i) full execution of this Service Agreement, (ii) acceptance of the resource registration and the Demand Response Resource Type 1 ("DRR 1") offer by Midwest Independent Transmission System Operator, Inc. ("Midwest ISO"), (iii) installation and operational readiness of required electric metering and dedicated communication links with applicable electric meters, and (iv) collected minimum amount of interval meter data to calculate Baseline Load. The Baseline Load shall be the sum of all of the Baseline Loads for Customers whose load is being aggregated by the ARC.

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

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

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

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

6. The ARC shall be subject to testing and metering requirements of the Midwest ISO for DRR Type 1 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 and may not participate in any other DRR I or Emergency Demand Response Service Agreement either on its own or with another ARC.

ARC DRR Type 1 Energy Terms and Conditions

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

2. ARC REDUCTION OBLIGATION: The ARC is obligated to reduce load as communicated by NIPSCO in accordance with the 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 A.M. 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 A.M. 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 1 Event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one change. All changes are subject to

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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: The ARC 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 ARC proposed changes if offers contain errors or may create reliability concerns. All updates must be received by 8:30 A.M. 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 ARC, NIPSCO shall request a settlement CP Node from Midwest ISO for the DRR Type 1 resource. NIPSCO will utilize the baseline method as spelled out in Rider 681. The Baseline Load will be provided to the ARC by 4:30 P.M. Central Standard Time following the DRR Type 1 Event. The ARC may curtail by the fixed reduction amount.

6. ENERGY SETTLEMENT:

a. The ARC will be eligible for compensation for load reduction for participating in a DRR Type 1 Event when cleared and dispatched. The Midwest ISO settlement information will be used as the basis for DRR Type 1 Event compensation. NIPSCO will reduce this settlement amount to account for the Marginal Foregone Retail Rate ("MFRR") and any applicable fees as defined in NIPSCO's Tariff.

b. In addition, NIPSCO will reduce the ARC's compensation in the event where additional Midwest ISO costs are incurred as a result of the DRR Type 1 participation. In the event of such additional costs, NIPSCO shall provide documentation to the ARC upon request.

c. All 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 from the amount received from Midwest ISO the sum of 5% of the total Cleared Offer for the part of the load that was non-compliant. The remainder shall be remitted on a monthly basis to the ARC through a DRR Type 1 Event Credit ("Credit") as specified in Rider 681.

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

d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to the ARC for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), a DRR Type 1 Event Debit ("Debit") for the appropriate amount shall appear on the ARC's invoice as specified in Rider 681.

e. In the event that the ARC has a Debit on its invoice as described in Paragraph 6d), if the ARC does not pay the undisputed portion of that Debit by the due date indicated on the invoice, the ARC shall be suspended from participation until such time the Debit is paid.

f. The ARC shall receive payment from NIPSCO and/or an invoice from NIPSCO for Credits or Debits as specified in Rider 681. Depending on the time of the month when the Credits or Debits are issued, posting of the Credits or Debits to the ARC's account may be delayed. ARC will notify NIPSCO if ARC disputes any payments and/or charges reflected on the NIPSCO-issued invoice. The Parties will attempt to resolve any dispute in accordance with Paragraph 16.

g. Payments and invoicing shall take place to the ARC once a month according to the schedule and process set forth in Rider 681.

7. POWER INTERRUPTION: If power is interrupted to individual Customer(s) during a DRR Type 1 Event, then NIPSCO shall not be responsible for paying the ARC for energy reductions in excess of the amount received by NIPSCO from 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 the 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.

RIDER 681
DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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 1 Program" signed by the Customer and ARC. The ARC shall notify NIPSCO that it has dropped a customer service agreement from its portfolio by delivering to NIPSCO a "Notice to Add or Delete Customers Participating in the DRR Type 1 Program" signed by the Customer and ARC. With each submission of a "Notice to Add or Delete Customers Participating in the DRR Type 1 Program," and until such time as ARC submits such Notice for the removal of such Customer from the ARC's representation, ARC represents and warrants that:

a. Each Customer whom ARC represents is eligible to participate in the DRR Type 1 program and has elected to participate through the ARC;

b. The ARC has entered into the appropriate contractual or other arrangements with such customer whereby such Customer has authorized the ARC to receive payments from and to pay any fees to NIPSCO on behalf of such Customer in connection with such Customer's participation in the program. The ARC shall make such agreements available to the Company upon request.

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

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 natures, 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.

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

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.

16. DISPUTES: In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

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

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

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

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

If notice or other transmittal is to ARC:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

18. TERM OF CONTRACT AND TERMINATION: The initial term of this Agreement will be one (1) year from the commencement of Customer participation, as defined above. This 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 ARC fails to comply with the provisions of the Curtailment Amount under Rider 681, the Company and the ARC will discuss methods to comply during future events. If the Midwest ISO terminates the ARC's participation, the Company shall immediately terminate the ARC's participation. If there are system reliability issues created by the ARC's failure to perform the Company reserves the right to suspend participation of the ARC under this Rider for 90 days or to terminate the ARC's participation. The ARC has the right to ask the Commission to review any decision made by the Company.

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

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

For ARC	For Company
Printed	Printed
Date	Date

RIDER 681
DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

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

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 681.
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
Customer	An entity receiving service from the Company as further defined in the Company's Tariff.
DRR Type 1 Event	When an offer is cleared by Midwest ISO and the ARC is eligible for Credits or Debits based on its compliance or non-compliance.
DRR Type 1 Event Credit	Money due to the ARC for compliance in a DRR Type 1 Event
DRR Type 1 Event Debit	Money due from the ARC for non-compliance in a DRR Type 1 Event
Energy Commitment Status	Indication from the ARC if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of energy sales, exclusive of any demand component effects, which if further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Adjustment Clause) and approved by the Commission.

RIDER 681
DEMAND RESPONSE RESOURCE TYPE 1 (DRR 1) – ENERGY ONLY

ATTACHMENT C
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

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

TO WHOM AVAILABLE

Available to a Customer on Rates 623, 624, 625, 626, 632, 633 and 634 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 Customer ("ARC") shall enter into a written Standard Service Agreement ("Service Agreement") in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) to curtail a portion of its electric load for single or multiple meters through participation with the Company acting as the Market Participant ("MP") for the Customer/ARC. Load that is participating in the Company's other interruptible or curtailment riders may only participate as an Emergency Demand Response Resource ("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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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.
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 in the form attached hereto as Attachment A (Customer) or Attachment B (ARC) under this Rider which will specify the terms and conditions under which Customer/ARC agrees to reduce usage. Company and Customer/ARC shall agree to the baseline 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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, 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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

THIRD-PARTY AGGREGATORS

Aggregation will be permitted under this Rider subject to (a) measurement and verification of Customer response in a manner satisfactory to the Company sufficient to allow Company to comply with any and all 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 (Attachment B) and pursuant to the terms of this Rider. An ARC shall provide a list of all individual Customers who are participating with the ARC. A Customer may serve as an ARC for other Customers in the service territory, but shall be subject to the requirements set forth in this Rider for ARCs. The Company shall have final approval over final integration of business processes of all participating ARCs.

OFFERS

A Customer/ARC shall have the option of participating or not on any particular day, as applicable, as long as it notifies the Company prior to 8:30 A.M. 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.

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 C must be paid to the Company with submittal of the registration information.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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 C 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 (Attachment A (Customer) or Attachment B (ARC)). Customer/ARC shall be responsible for acting upon a curtailment notification.

MARKET PARTICIPANT

The Company shall be the MP to 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 C 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 C and subtract the Midwest ISO penalty or fee from the net of that amount.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

ATTACHMENT A
(Customer)
EDR Energy Service Agreement

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

General Terms and Conditions

8. This Agreement is subject to the terms and conditions of NIPSCO Rider 682 ("Rider 682") 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 682 and the Tariff are incorporated herein by reference.

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

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

11. 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. Customer will be responsible for providing its own Internet access and a telephone number to be used by NIPSCO. In the event that the Internet system is temporarily unavailable, NIPSCO will notify Customer of an alternative participation update process. NIPSCO will provide written documentation and training on the process to be used by Customer.

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

13. 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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

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 to a firm demand level or by a fixed reduction amount as follows.

h. A Customer electing to curtail to a firm demand level agrees, upon notification by Company, to limit its demand to a firm load level.

i. A Customer electing to curtail by a fixed reduction amount agrees, upon notification by Company, to reduce energy usage below its Consumption Baseline level by the Customer specified amount.

3. ENERGY COMMITMENT STATUS AND OTHER DAILY CHANGES TO OFFERS: Customer may update its Energy Commitment Status ("Participating" or "Not Participating") daily through correspondence with NIPSCO as updated. Status updates must be received by 8:30 A.M. Central Standard Time. Energy Commitment Status may be changed daily with no additional charge to the Customer. Customer must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. Other offer parameters, including cost parameters, may be updated daily through correspondence with NIPSCO as designated. Status updates must be received by 8:30 A.M. 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 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

4. CUSTOMER OFFER COST PARAMETERS: Customer may specify changes to its default offer parameters for each hour as specified relevant 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 A.M. 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 682, Midwest ISO Schedule 30 and any applicable BPM(s).

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 682. The Baseline Load will be provided to Customer by 4:30 P.M. Central Standard Time 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.

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EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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-complaint. The remainder shall be remitted as an EDR Event Credit ("Credit") on a monthly basis to the Customer through a bill credit as specified in Rider 682.

d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to Customer for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), an EDR Event Debit ("Debit") for the appropriate amount shall appear on the Customer's bill as specified in Rider 682.

e. In the event that a Customer has a Debit on its bill as described in Paragraph 6(d), if the Customer does not pay the undisputed portion of that Debit by the due date indicated on the Customer's bill, the Customer shall be suspended from further participation until such time that the Debit is paid.

f. Customer will receive Credits or Debits on its NIPSCO-issued electric bill. Depending on the Customer's billing cycle and when EDR Event Credits or Debits are issued, posting of the Credits or Debits to the Customer's bill may be delayed. Customer will notify NIPSCO if Customer disputes any payments and/or charges reflected on the NIPSCO-issued electric bill. The Parties will attempt to resolve any dispute in accordance with Paragraph 14.

g. The process for determination of the EDR Event Credit or Debit for each electric bill is established in Rider 682.

7. POWER INTERRUPTION: If power is interrupted to Customer during an EDR Event, then NIPSCO shall not be responsible for paying EDR Event Credit for energy reductions in excess of the amount received by NIPSCO from 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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.

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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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: _____

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

If notice or other transmittal is to Customer:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

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

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

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

For Customer	For Company
Printed	Printed
Date	Date

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

ATTACHMENT A
(Customer)
EDR Energy Service Agreement
Definitions

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 682.
Behind the Meter Generation	As defined by Midwest ISO
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
EDR Event	When an offer is cleared by Midwest ISO and the Customer is eligible for Credits or Debits based on its compliance or non-compliance.
EDR Event Credit	Money due to the Customer for compliance in an EDR Event
EDR Event Debit	Money due from the Customer for non-compliance in an EDR Event
Energy Commitment Status	Indication from the Customer if its load is eligible for participation on a given day.
Marginal Foregone Retail Rate	The amount forgone by the Company because of the lack of energy sales, exclusive of any demand component effects, which if further defined as the full marginal retail rate inclusive of trackers (excluding the Fuel Adjustment Clause) and approved by the Commission.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

ATTACHMENT B
Aggregator of Retail Customer
EDR Energy Service Agreement

This Emergency Demand Response -Energy ("EDR") Service Agreement ("Agreement") is entered into this ____ day of _____ 20 __ ("Effective Date") and is between _____ serving as an Aggregator of Retail Services for customers receiving service from 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 682 ("Rider 682") 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 682 and the Tariff are incorporated herein by reference.

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

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

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

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

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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 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 1 – Energy Service Agreement either on its own or with another ARC.

ARC EDR Energy Terms and Conditions

1. EVENT NOTIFICATION: NIPSCO will notify the ARC within 30 minutes after receiving information on Cleared Offers and/or dispatch instructions from 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 A.M. 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 A.M. 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 an EDR Event. Each offer entry change may cover any number of hourly offers/parameters in a given month, and such an offer entry change shall constitute one 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

4. ARC OFFER COST PARAMETERS: The ARC 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 ARC proposed changes if offers contain errors or may create reliability concerns. All updates must be received by 8:30 A.M. 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 682. The Baseline Load will be provided to Customer by 4:30 P.M. Central Standard Time following the EDR Event.

a. Firm Demand Level: To determine the amount of demand reduction for the ARC electing to drop load to a firm demand level, the demand level at the time of event will be utilized. If the ARC does not reduce load to that demand level, the ARC will be considered to not be in compliance.

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

6. ENERGY SETTLEMENT:

a. The ARC will be eligible for compensation for load reduction for participating in an EDR Event when cleared and dispatched. 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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 from the amount received from Midwest ISO the sum of 5% of the total Cleared Offer for the part of the load that was non-compliant. The remainder shall be remitted on a monthly basis to the ARC through an EDR Event Credit ("Credit") as specified in Rider 682.

d. In the event that the amount specified in Paragraph 6(c) for the month is greater than the amount due to the ARC for the month in Paragraph 6(a) less any reductions as a result of Paragraph 6(b), an EDR Event ("Debit") for the appropriate amount shall appear on the ARC's invoice as specified in Rider 682.

e. In the event that the ARC has a Debit on its invoice as described in Paragraph 6(d), if the ARC does not pay the undisputed portion of that Debit by the due date indicated on the invoice, the ARC shall be suspended from participation until such time the Debit is paid.

f. The ARC shall receive payment from NIPSCO and/or an invoice from NIPSCO for EDR Event Credits or Debits as specified in Rider 682. Depending on the time of the month when the EDR Event Credits or Debits are issued, posting of the Credits or Debits to the ARC's account may be delayed. ARC will notify NIPSCO if ARC disputes any payments and/or charges reflected on the NIPSCO-issued invoice. The Parties will attempt to resolve any dispute in accordance with Paragraph 16.

g. Payments and invoicing shall take place to the ARC once a month according to the schedule and process set forth in Rider 682.

7. POWER INTERRUPTION: If power is interrupted to individual Customer(s) during an EDR Event, then NIPSCO shall not be responsible for paying the ARC for energy reductions in excess of the amount received by NIPSCO from 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 the 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

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 natures, 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

16. DISPUTES: In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

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

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

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

If notice or other transmittal is to ARC:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

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

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

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

For Customer	For Company
Printed	Printed
Date	Date

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

ATTACHMENT B
Aggregator of Retail Customer
EDR Energy Service Agreement
Definitions

Baseline Load	The amount of load after calculating the Consumption Baseline as further defined in Rider 682.
Cleared Offer	An offer accepted by and called upon by Midwest ISO.
Curtailment Amount	The amount of load reduced from the Consumption Baseline.
Customer	An entity receiving service from the Company as further defined in the Company's Tariff.
EDR Event	When an offer is cleared by 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.

RIDER 682
EMERGENCY DEMAND RESPONSE RESOURCE (EDR) – ENERGY ONLY

ATTACHMENT C
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

RIDER 683
ADJUSTMENT OF CHARGES FOR
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

ADJUSTMENT OF CHARGES FOR DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

Energy Charges in the Rate Schedules included in this Tariff along with Rate Code 647 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 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:

$$\text{Adjustment Factor}_{Rate} = \text{Sum of } \frac{DSM_p \text{ X } Cust_{Rate}}{Cust_p \text{ X } BE_{Rate}} \text{ for all programs (P)}$$

where:

"DSM_p" 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.

"$Cust_{Rate}$" is the estimated number of customers in the rate eligible for DSM/EE program (P).

"$Cust_p$" is the sum of the $Cust_{Rate}$ for all rates eligible for DSM/EE program (P).

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

DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA)

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 shown in Appendix G are applicable hereto and are issued and effective at the dates shown on Appendix G.

RIDER 684
CREDITS FOR DIRECT LOAD CONTROL PROGRAM

TO WHOM AVAILABLE

This Rider shall be applicable to customers taking service under Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 644 and Rate Code 647 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 $10 for each electric air conditioner less than or equal to 5 tons to be applied during the months of June, July, August and September.

RIDER 685
PLUG-IN ELECTRIC VEHICLE OFF-PEAK CHARGING RIDER
(PILOT PROGRAM)

TO WHOM AVAILABLE

Available to Residential Customers concurrently served under Rate 611 (Residential) or Rate 612 (Single Family Residential – Heat Pump), exclusively for charging of such Customers' licensed plug-in electric vehicles ("PEVs") using electricity provided by the Company at the Customer's premises within the Company's service territory. Energy consumption metered and billed under this Rider shall be used exclusively for charging PEVs.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) AND INSTALLATION ASSISTANCE

For the first 250 eligible Customers who take service under this Rider, the Company will provide a voucher for incurred qualified expenditures by NIPSCO-approved contractors in an amount of up to $1,650.00 to be used toward the purchase and installation of a PEV charging station (limited to one unit per residential Customer) served by a separately metered dedicated circuit. Customers agree to install and maintain any additional necessary equipment. Such installations must conform to current National Electric Code (NEC) specifications. To the extent any of the first 250 eligible Customers receives less than the full $1,650.00 voucher amount, the remainder shall accumulate and be made available so that additional Customers may receive assistance, until such funds are exhausted. NIPSCO will provide a separate, dedicated meter at no charge to any Customer who receives a voucher.

RATE

The rate consists of energy charges as follows:

PEV Off-Peak Charging

Net Zero cost, comprised of:

$0.028893 per kilowatt hour for all kilowatt hours used per month in the PEV Off-Peak period, plus the current Fuel Cost Charge shown on Appendix B plus all applicable Riders, as shown on Appendix A

Offset by:

a credit of $0.028893 per kilowatt hour for all kilowatt hours used per month in the PEV Off-Peak period, plus the current Fuel Cost Charge shown on Appendix B plus all applicable Riders, as shown on Appendix A

RIDER 685
PLUG-IN ELECTRIC VEHICLE OFF-PEAK CHARGING RIDER
(PILOT PROGRAM)

RATE (continued)

PEV On-Peak Charging

All energy utilized outside the PEV Off-Peak period will be billed under the Customer's base energy rate.

HOURS OF SERVICE

PEV Off-Peak	10:00 p.m. local time to 6:00 a.m. local time the following day, Monday through Sunday
PEV On-Peak	All other hours

SEPARATE METER REQUIREMENT

Service under the PEV Off-Peak Charging Rate must be supplied through a dedicated meter, prescribed by the Company that is capable of separately measuring usage in the PEV Off-Peak and PEV On-Peak periods. The cost of the meter, the meter socket, and the meter installation shall be borne by the Customer, unless the Customer qualifies to receive the EVSE and Installation assistance described above. Such meter is to be installed, owned and maintained by the Company.

TERM

This Rider expires January 31, 2015.

RULES AND REGULATIONS

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

RIDER 686
GREEN POWER RIDER

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as defined in Appendix A.

CHARACTER OF SERVICE

This Rider shall provide Customers with the option to designate a specific percentage of their energy consumption as associated with Green Power. Customers shall pay a surcharge for energy consumption associated with Green Power.

Green Power includes energy generated from renewable and/or environmentally friendly sources, including: solar; wind; geothermal; hydropower that is certified by the Low Impact Hydropower Institute; solid, liquid, and gaseous forms of biomass; and co-firing of biomass with non-renewables. Green Power includes the purchase of Renewable Energy Certificates from the sources described above.

All Customers selecting Green Power will be able to designate 25%, 50% or 100% of their energy consumption to be attributable to Green power. Commercial and Industrial Customers will also have the option of designating 5% or 10% of their energy consumption to be attributable to Green Power. The minimum purchase requirement for Residential Customers shall be 25%.

Customer participation is completely voluntary and Customers can sign up for Green Power at any point in time. Customers may withdraw from the program at any time. However, changes will take effect in the upcoming billing cycle after the request for withdrawal has been received by the Company.

CALCULATION OF GREEN POWER RIDER RATE

Energy Charges in the Rate Schedules included in this Tariff are subject to charges approved by the Commission to reflect Green Power consumption. Such charges shall be increased or decreased to the nearest 0.001 mill ($.000001) per kilowatt-hour ("kWh") in accordance with the following:

$$\text{Green Power Rider ("GPR")} = [(ES \times REC) + M]/ES$$

RIDER 686
GREEN POWER RIDER

Where:

"GPR" is the rate adjustment for each Rate Schedule representing the premium for Green Power consumption.

"ES" is the estimated annual sales of Green Power based on estimate of the number of participants and usage level.

"REC" is the estimated cost of purchasing Renewable Energy Certificates.

"M" is the marketing costs of the Green Power program.

GREEN POWER RIDER RATE

The rates defined in Appendix A are subject to a Green Power Rider rate. The Green Power Rider rate stated in Appendix H is applicable hereto and is issued and effective at the dates shown on Appendix H.

The Green Power Rider rate as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the Green Power Rider revenues and later reconciled with actual sales and costs.

See Appendix H for the Green Power Rider charge per kWh for each Rate Schedule.

RIDER 687
ADJUSTMENT OF CHARGES FOR FEDERALLY MANDATED COSTS

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

CHARGES FOR FEDERALLY MANDATED COSTS

Energy Charges in the Rate Schedules included in this Tariff are subject to charges to reflect the recovery of federally mandated costs associated with a Commission-approved Certificate of Public Convenience and Necessity (CPCN) pursuant to I.C. § 8-1-8.4 *et al*. and incurred in connection with approved federally mandated compliance projects, and such charges shall be increased or decreased to the nearest 0.001 mill ($.000001) per KWH in accordance with the following:

FMCA Factor ("FMCA") = ((Rf x Af) + (Rv x Av)) / S

Where:

"FMCA"	is the rate adjustment for each Rate Schedule.
"Rf"	equals the 6 month revenue requirement based upon the federally mandated compliance project fixed costs approved by the Indiana Utility Regulatory Commission in a FMC adjustment proceeding.
"Rv"	equals the 6 month revenue requirement based upon the federally mandated compliance project variable costs approved by the Indiana Utility Regulatory Commission in a FMC adjustment proceeding.
"Af"	represents the applicable fixed allocation percentage(s) for each Rate Schedule.
"Av"	represents the applicable variable allocation percentage(s) for each Rate Schedule.
"S"	is the 6-month KWH sales forecast for each Rate Schedule.

FMCA FACTOR

The rates identified in Appendix A are subject to a Federally Mandated Cost Adjustment ("FMCA") Factor. The FMCA Factor stated in Appendix I is applicable hereto and is issued and effective at the dates shown on Appendix I.

The FMCA 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 FMCA revenues and later reconciled with actual sales and revenues.

See Appendix I for FMCA per kWh charge for each Rate Schedule.

APPENDIX A
APPLICABLE RIDERS

Rider	Code	Rider Name	Applicable Tariffs
Rider 670	FAC	Adjustment of Charges for Cost of Fuel Rider	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 647, 650, 655, 660, Rider 676
Rider 671	RTO	Adjustment of Charges for Regional Transmission Organization Adjustment	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 647, 650, 655, 660, Rider 676
Rider 672	ECRM	Adjustment of Charges for Environmental Cost Recovery Mechanism	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 647, 650, 655, 660, Rider 676
Rider 673	EERM	Adjustment of Charges for Environmental Expense Recovery Mechanism	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 647, 650, 655, 660, Rider 676
Rider 674	RA	Adjustment of Charges for Resource Adequacy	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 647, 650, 655, 660, Rider 676
Rider 675	IIS	Interruptible Industrial Service Rider	632, 633, 634
Rider 676	BMTIS	Back-Up, Maintenance and Temporary Industrial Service Rider	632, 633
Rider 677	EDR	Economic Development Rider	624, 626, 632, 633, 634
Rider 678	COG	Purchases from Cogeneration and Small Power Production Facilities	611, 612, 613, 620, 621, 622, 623,624, 625, 626, 632, 633, 634, 641, 644, 647
Rider 679	IS	Interconnection Standards	611, 612, 613, 620, 621, 622, 623,624, 625, 626, 632, 633, 634, 641, 644, 647, 665
Rider 680	NM	Net Metering	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 647

Rider 681	DRR 1	Demand Response Resource Type 1 (DRR 1) – Energy Only	623, 624, 625, 626, 632, 633, 634
Rider 682	EDR-1	Emergency Demand Response Resource (EDR) – Energy Only	623, 624, 625, 626, 632, 633, 634
Rider 683	DSMA	Adjustment of Charges for Demand Side Management Adjustment Factors	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 644, 647, Rider 676
Rider 684	DLC	Credits for Direct Load Control Program	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 644 and 647
Rider 685	PEV	Plug-In Electric Vehicle Off-Peak Charging Rider (Pilot Program)	611, 612
Rider 686	GPR	Green Power Rider	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, Rate Code 647 and Rider 676
Rider 687	FMCA	Adjustment of Charges for Federally Mandated Costs	611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655, 660, Rider 676

APPENDIX B
FUEL COST CHARGE

No. 1 of 1 Sheet

The charges in Rates Schedules 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, and Rider 676 are subject to the Fuel Cost Charge computed in accordance with Rider 670 – Adjustment of Charges for Cost of Fuel Rider.

Effective for all bills rendered during the February, March and April 2014 billing months, the Fuel Cost Charge shall be:

A charge of $0.003221 per kilowatt hour

APPENDIX C
REGIONAL TRANSMISSION ORGANIZATION ADJUSTMENT FACTOR

No. 1 of 1 Sheet

The Regional Transmission Organization ("RTO") Factor in Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, and Rider 676 shall be computed in accordance with Rider 671:

Effective for bills rendered during the November 2013 through April 2014 billing months, the Regional Transmission Organization Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 611	A charge of $0.000645 per kWh used per month
Rate 612	A charge of $0.000385 per kWh used per month
Rate 613	A charge of $0.000460 per kWh used per month
Rate 620	A charge of $0.000149 per kWh used per month
Rate 621	A charge of $0.000509 per kWh used per month
Rate 622	A charge of $0.000106 per kWh used per month
Rate 623	A charge of $0.000575 per kWh used per month
Rate 624	A charge of $0.000470 per kWh used per month
Rate 625	A charge of $0.000498 per kWh used per month
Rate 626	A charge of $0.000371 per kWh used per month
Rate 632	A charge of $0.000472 per kWh used per month
Rate 633	A charge of $0.000288 per kWh used per month
Rate 634	A charge of $0.000245 per kWh used per month
Rate 641	A charge of $0.000350 per kWh used per month
Rate 642	A credit of $0.000355 per kWh used per month
Rate 644	A charge of $0.000331 per kWh used per month
Rate 650	A charge of $0.000147 per kWh used per month
Rate 655	A charge of $0.000542 per kWh used per month
Rate 660	A charge of $0.000193 per kWh used per month
Rider 676	See note below

The RTO adjustment factor for Rider 676 will be the adjustment factor associated with the appropriate firm service rate schedule, either Rate 632, Rate 633, or 634, being used in conjunction with this Rider.

APPENDIX D
ENVIRONMENTAL COST RECOVERY MECHANISM FACTOR

The Environmental Cost Recovery Mechanism ("ECRM") Factor in Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, and Rider 676 shall be on the basis of a charge to reflect the rate base treatment of qualified pollution control property, set forth in Rider 672:

Effective for bills rendered beginning with the November 2013 billing month, the Environmental Cost Recovery Mechanism Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 611	A charge of $0.004306 per kWh used per month
Rate 612	A charge of $0.002701 per kWh used per month
Rate 613	A charge of $0.003309 per kWh used per month
Rate 620	A charge of $0.001435 per kWh used per month
Rate 621	A charge of $0.003457 per kWh used per month
Rate 622	A charge of $0.001448 per kWh used per month
Rate 623	A charge of $0.003751 per kWh used per month
Rate 624	A charge of $0.003026 per kWh used per month
Rate 625	A charge of $0.003556 per kWh used per month
Rate 626	A charge of $0.002643 per kWh used per month
Rate 632	A charge of $0.003565 per kWh used per month
Rate 633	A charge of $0.001990 per kWh used per month
Rate 634	A charge of $0.001667 per kWh used per month
Rate 641	A charge of $0.002559 per kWh used per month
Rate 642	A charge of $0.000905 per kWh used per month
Rate 644	A charge of $0.002310 per kWh used per month
Rate 650	A charge of $0.000736 per kWh used per month
Rate 655	A charge of $0.003632 per kWh used per month
Rate 660	A charge of $0.000873 per kWh used per month
Rider 676	See note below

The ECRM adjustment factor for Rider 676 will be the adjustment factor associated with the appropriate firm service rate schedule, either Rate 632, 633, or 634, being used in conjunction with this Rider.

APPENDIX E
ENVIRONMENTAL EXPENSE RECOVERY MECHANISM FACTOR

The Environmental Expense Recovery Mechanism Factor in Rates ("EERM") 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660 and Rider 676 shall be on the basis of a charge to reflect the rate base treatment of qualified pollution control property, set forth in Rider 673:

Effective for bills rendered beginning with May 2013 billing month, the Environmental Expense Recovery Mechanism Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 611	A charge of $0.000116 per kWh used per month
Rate 612	A charge of $0.000006 per kWh used per month
Rate 613	A charge of $0.000226 per kWh used per month
Rate 620	A charge of $0.000296 per kWh used per month
Rate 621	A credit of $0.000002 per kWh used per month
Rate 622	A charge of $0.000375 per kWh used per month
Rate 623	A charge of $0.000056 per kWh used per month
Rate 624	A credit of $0.000178 per kWh used per month
Rate 625	A credit of $0.000492 per kWh used per month
Rate 626	A credit of $0.000011 per kWh used per month
Rate 632	A credit of $0.000136 per kWh used per month
Rate 633	A charge of $0.000089 per kWh used per month
Rate 634	A charge of $0.000004 per kWh used per month
Rate 641	A charge of $0.000266 per kWh used per month
Rate 642	A charge of $0.000055 per kWh used per month
Rate 644	A charge of $0.000047 per kWh used per month
Rate 650	A charge of $0.000019 per kWh used per month
Rate 655	A charge of $0.000078 per kWh used per month
Rate 660	A charge of $0.000022 per kWh used per month
Rider 676	See note below

The EERM adjustment factor for Rider 676 will be the adjustment factor associated with the appropriate firm service rate schedule, either Rate 632, Rate 633, or 634, being used in conjunction with this Rider.

APPENDIX F
RESOURCE ADEQUACY ADJUSTMENT FACTOR

No. 1 of 1 Sheet

The Resource Adequacy ("RA") Factor in Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, Rate Code 647 and Rider 676 shall be computed in accordance with Rider 674:

Effective for bills rendered during the November 2013 through April 2014 billing months, the Resource Adequacy Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 611	A charge of $0.003010 per kWh used per month
Rate 612	A charge of $0.001863 per kWh used per month
Rate 613	A charge of $0.002238 per kWh used per month
Rate 620	A charge of $0.001228 per kWh used per month
Rate 621	A charge of $0.002381 per kWh used per month
Rate 622	A charge of $0.001126 per kWh used per month
Rate 623	A charge of $0.002705 per kWh used per month
Rate 624	A charge of $0.002227 per kWh used per month
Rate 625	A charge of $0.002421 per kWh used per month
Rate 626	A charge of $0.001746 per kWh used per month
Rate 632	A charge of $0.001271 per kWh used per month
Rate 633	A charge of $0.001268 per kWh used per month
Rate 634	A charge of $0.000076 per kWh used per month
Rate 641	A charge of $0.001828 per kWh used per month
Rate 642	A credit of $0.000915 per kWh used per month
Rate 644	A charge of $0.001641 per kWh used per month
Rate 650	A charge of $0.000517 per kWh used per month
Rate 655	A charge of $0.002528 per kWh used per month
Rate 660	A charge of $0.000602 per kWh used per month
Rider 676	See note below

The RA adjustment factor for Rider 676 will be the adjustment factor associated with the appropriate firm service rate schedule, either Rate 632, 633, or 634, being used in conjunction with this Rider.

APPENDIX G
DEMAND SIDE MANAGEMENT ADJUSTMENT MECHANISM (DSMA) FACTOR

No. 1 of 1 Sheet

The Demand Side Management Adjustment Mechanism (DSMA) Factor in Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 644, and Rider 676 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 Rider 683 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 on and after the Effective Date beginning with the January 2014 billing month, the Demand Side Management Adjustment (DSMA) Factor shall be:

RATE SCHEDULES

Rate 611	A charge of $0.003900 per kwh used per month
Rate 612	A charge of $0.001914 per kwh used per month
Rate 613	A charge of $0.002123 per kwh used per month
Rate 620	A charge of $0.000131 per kwh used per month
Rate 621	A charge of $0.000917 per kwh used per month
Rate 622	A charge of $0.000133 per kwh used per month
Rate 623	A charge of $0.002738 per kwh used per month
Rate 624	A charge of $0.000538 per kwh used per month
Rate 625	A charge of $0.000111 per kwh used per month
Rate 626	A charge of $0.000217 per kwh used per month
Rate 632	A charge of $0.000625 per kwh used per month
Rate 633	A charge of $0.000040 per kwh used per month
Rate 634	A charge of $0.000167 per kwh used per month
Rate 641	A credit of $0.000094 per kwh used per month
Rate 644	A charge of $0.000106 per kwh used per month
Rider 676	A charge of $0.000000 per kwh used per month

The DSM adjustment factor for Rider 676 will be the adjustment factor associated with the appropriate firm service rate schedule, either Rate 632, 633, or 634, being used in conjunction with this Rider.

APPENDIX H
GREEN POWER RIDER RATE

The Green Power Rider Rate in Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, Rate Code 647 and Rider 676, shall be computed in accordance with Rider 686.

Effective for all bills rendered during the January through June, 2014 billing months, the Green Power Rider Rate shall be a charge of $0.002301 per kilowatt hour.

APPENDIX I
FEDERALLY MANDATED COST ADJUSTMENT FACTOR

The Federally Mandated Cost Adjustment ("FMCA") Factor in Rates 611, 612, 613, 620, 621, 622, 623, 624, 625, 626, 632, 633, 634, 641, 642, 644, 650, 655 and 660, and Rider 676 shall be computed in accordance with Rider 687.

Effective for bills rendered during the [month] through [month], ____ billing cycles or until new factors are approved by the Indiana Utility Regulatory Commission, the Federally Mandated Cost Adjustment Factor shall be:

RATE SCHEDULES

Rate	Charge
Rate 611	A charge of $0.000 per kWh used per month
Rate 612	A charge of $0.000 per kWh used per month
Rate 613	A charge of $0.000 per kWh used per month
Rate 620	A charge of $0.000 per kWh used per month
Rate 621	A charge of $0.000 per kWh used per month
Rate 622	A charge of $0.000 per kWh used per month
Rate 623	A charge of $0.000 per kWh used per month
Rate 624	A charge of $0.000 per kWh used per month
Rate 625	A charge of $0.000 per kWh used per month
Rate 626	A charge of $0.000 per kWh used per month
Rate 632	A charge of $0.000 per kWh used per month
Rate 633	A charge of $0.000 per kWh used per month
Rate 634	A charge of $0.000 per kWh used per month
Rate 641	A charge of $0.000 per kWh used per month
Rate 642	A charge of $0.000 per kWh used per month
Rate 644	A charge of $0.000 per kWh used per month
Rate 650	A charge of $0.000 per kWh used per month
Rate 655	A charge of $0.000 per kWh used per month
Rate 660	A charge of $0.000 per kWh used per month
Rider 676	See note below

The FMCA Factor for Rider 676 will be the adjustment factor associated with the appropriate firm service rate schedule, either Rate 632, 633 or 634, being used in conjunction with this Rider.