

**RIDER 775**  
**INTERRUPTIBLE INDUSTRIAL SERVICE RIDER**

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**TO WHOM AVAILABLE**

As shown on Appendix A, this Rider is available to Customers taking service under either Rates 732, 733 or 734 whose facilities are located adjacent to existing electric facilities having capacity sufficient to meet the Customer's requirements. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules. The total capacity to be made available under this Rider is limited to 530 MW and the total sum of Demand credits available under this Rider shall not exceed \$57,000,000 in any calendar year. The allocation of the interruptible capacity shall be, in order, as follows:

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

**Issued Date**  
**7/18/2016**

**Effective Date**  
**9/29/2016**

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**TO WHOM AVAILABLE (Continued)**

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

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

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

**CHARACTER OF SERVICE**

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

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

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**CHARACTER OF SERVICE (Continued)**

Option A – Curtailments only

Curtailments shall be limited to the following:

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

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

Option B – Curtailment and Limited Interruptions

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

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

Option C – Curtailment and Interruptions

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

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**CHARACTER OF SERVICE (Continued)**

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

**Option D – Curtailment and Short notice Interruptions**

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

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

**Option E – Curtailment and Interruptions**

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

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

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**INTERRUPTIONS**

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

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

**RATE**

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

**Demand Credit**

**Option A**

Effective June 1, 2017: \$2.16 per kW per Interruptible Billing Demand per month will be applied to the Rates 732, 733 or 734 bill.

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

**Option B**

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

**Option C**

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

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**RATE (Continued)**

Option D

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

Option E

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

**Energy Charge**

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

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

Prior to 8:00 a.m. C.P.T. day-ahead, a Customer may elect in writing to Company to pay the Day-Ahead LMP for the Company's load zone in place of the Company's Real-Time LMP for the Company's load zone for any Energy taken by the Customer pursuant to this Rider during any Interruptions that occur for that operating day.

**DETERMINATION OF INTERRUPTIBLE BILLING DEMAND**

Interruptible Billing Demand shall be calculated as follows:

Options A, B, C, D & E

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

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

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

**Issued Date**  
**11/2/2016**

**Effective Date**  
**11/6/2016**

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**DETERMINATION OF INTERRUPTIBLE BILLING DEMAND (Continued)**

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

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

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

If a Customer fails to comply with a Curtailment, the Customer shall be immediately disqualified and removed from service under this Rider and shall not be eligible for this Rider for a period of three (3) Contract Years. In addition, a Customer failing to comply with a Curtailment shall be subject to the above Energy Charge during a Curtailment and, the Customer shall be liable for any charges and/or penalties from any governmental agency(ies) having jurisdiction or duly applicable organization including FERC, MISO, NERC and ReliabilityFirst for failure to comply with a Curtailment. Penalties and charges may be, but are not limited to, penalties associated with disqualification as a Load Modifying Resource.

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

**GENERAL TERMS AND CONDITIONS OF SERVICE - CONTRACT**

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

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

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

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

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

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

**Issued Date**  
**7/18/2016**

**Effective Date**  
**9/29/2016**



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

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

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

**RULES AND REGULATIONS**

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