



CRAWFORDSVILLE ELECTRIC LIGHT & POWER

**RATES AND CHARGES
FOR
ELECTRIC SERVICE**

CRAWFORDSVILLE, INDIANA

The supplying of, and billing for, service and all conditions applying thereto, are subject to the Utility's General Terms and Conditions adopted by the Crawfordsville Utility Service Board.

**APPROVED BY
CONFERENCE MINUTES
30-Day Filing No. 50561
June 1, 2022
INDIANA UTILITY REGULATORY COMMISSION**

RESIDENTIAL SERVICE

RATE SCHEDULE RS

Availability

Available for all residential electric service through one meter to individual residential customers in an individual residence or apartment and for single phase farm service when supplied through the farm residence meter.

Character of Service

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

Rate*

- Customer Charge -----\$14.79 per meter per month
- Energy Charge -----\$ 0.101720 per KWH

Minimum Charge

The minimum monthly charge shall be the customer charge.

Special Terms and Conditions

This rate schedule is available for single phase service only. Where three-phase service is required and/or where such service will be used for commercial or industrial purposes the applicable rate schedules will apply to such service.

*Subject to the provisions of Appendix A and Appendix B.

ISSUED BY
PHILLIP GOODE
MANAGER

EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON OR AFTER JULY 1, 2022
ISSUED UNDER THE AUTHORITY OF THE
IURC ORDER DATED APRIL 21, 2021
IN CAUSE NO. 45420 AND
ADJUSTED FOR URT REPEAL EFFECTIVE JULY 1, 2022

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GENERAL POWER SERVICE

RATE SCHEDULE GP

Availability

Available through one meter to any customer for light and/or power purposes whose maximum load requirements are less than or equal to 10 Kilowatts and where the customer is located on the Utility's distribution lines suitable for supplying the service requested.

Character of Service

Alternating current, sixty Hertz, single phase at approximately 120 volts two-wire or 120/240 volts three-wire, or three-phase at approximately 240 volts, or 120/208 volts where available.

Rate*

Customer Charge

- Single Phase -----\$29.58 per meter per month
- Three Phase -----\$59.15 per meter per month

Energy Charge -----\$0.101150 per KWH

Minimum Charge

The minimum monthly charge shall be the customer charge.

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GENERAL POWER LARGE SERVICE

RATE SCHEDULE GPL

Availability

Available through one meter to any customer for light and/or power purposes whose maximum load requirements exceed 10 Kilowatts but do not exceed 50 Kilowatts and where the customer is located on the Utility's distribution lines suitable for supplying the service requested.

Character of Service

Alternating current, sixty Hertz, single phase at approximately 120 volts two-wire or 120/240 volts three-wire, or three-phase at approximately 240 volts, or 120/208 volts where available.

Rate*

Customer Charge

- Single Phase -----\$44.37 per meter per month
- Three Phase -----\$88.73 per meter per month

Energy Charge -----\$0.071389 per KWH

Demand Charge -----\$6.41 per KW

Minimum Charge

The minimum monthly charge shall be the customer charge.

Determination of Billing Demand

Billing demand shall be measured by suitable recording instruments provided by Utility and shall be the average number of kilowatts (KW) in the fifteen minute period during which the KW demand is greater than any other fifteen-minute interval in such month.

Metering Adjustment

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If service is metered at a voltage of more than 480 volts, the peak demand and energy measurements shall be decreased by two percent (2%) to convert such measurements to the equivalent of metering at the Utility's secondary voltage.

Equipment Adjustment

When customer furnishes and maintains the complete substation equipment, including any and all transformers, and/or switches and/or the equipment necessary to take his entire service at the primary voltage of the transmission or distribution line from which service is to be received, a credit of \$0.30 per KVA of billing demand will be applied to each month's net bill.

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PRIMARY POWER SERVICE

RATE SCHEDULE PP

Availability

Available through one meter to any customer having a maximum load requirement of 50 kilowatts or more. Applicant must be located adjacent to the Utility's transmission or distribution line that is adequate and suitable for supplying the service requested.

Character of Service

Alternating current having a frequency of sixty Hertz and furnished at a voltage which is standard with the Utility in the area served.

Rate *

Customer Charge -----\$295.77 per meter per month

Demand Charge ----- \$29.29 per KVA

Energy Charge ----- \$0.027624 per KWH

Determination of Billing Demand

Billing demand shall be measured by suitable recording instruments provided by Utility and shall be the average number of kilowatts (KW) in the fifteen minute period during which the KW demand is greater than any other fifteen-minute interval in such month. In no case shall the minimum KW demand in a month be less than the highest recorded KW over the prior twelve-month period multiplied by 50%.

*Subject to the provisions of Appendix A and Appendix B.

Metering Adjustment

If service is metered at a voltage of approximately 480 volts or lower, the peak demand and energy measurements shall be increased by two percent (2%) to convert such measurements to the equivalent of metering at the Utility's primary voltage.

Equipment Adjustment

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When customer furnishes and maintains the complete substation equipment, including any and all transformers, and/or switches and/or the equipment necessary to take his entire service at the primary voltage of the transmission of distribution line from which service is to be received, a credit of \$0.30 per KVA of billing demand will be applied to each month's net bill.

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PRIMARY POWER OFF PEAK SERVICE
RATE SCHEDULE PPOP

Availability

Available to any customer taking electric service under the provisions of Rate Schedule PP (Primary Power Service).

Rate

The rates and charges and all provisions included in the currently approved Rate Schedule PP shall apply except as provided for below.

Measurement of Peak Demand

Peak demand shall be measured by suitable recording instruments and, in any month, the calculated billing demand for the on-peak hours shall be the highest fifteen-minute kilovolt-ampere demand measured during such on-peak hours and the calculated billing demand for the off-peak hours shall be the highest fifteen-minute kilovolt-ampere demand measured during such off-peak hours. Such measured kilovolt-ampere demands shall be adjusted in accordance with the Metering Adjustment provision of Rate Schedule PP.

Monthly Billing Demand

The Monthly Billing Demand for any month shall be the greatest of (1) the peak demand established during the on-peak hours for the month or (2) fifty percent of the peak demand established during the off- peak hours for the month, but in any month such Monthly Billing Demand shall not be less than 100 kilovolt-amperes.

On-Peak/Off-Peak Periods

Utility shall consider the following as the on-peak and off-peak billing periods for each session. All hours shall be Eastern Standard Time.

On-Peak periods are defined as follows:

- *All Weekdays*
- *Summer Period: June through September; 9:00 a.m. to 10:00 p.m.*
- *Winter Period: December through March; 7:00 a.m. to 9:00 p.m.*

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Indiana Utility Regulatory Commission
Energy Division

- *Spring/Fall: October, November, April, May; 7:00 a.m.to 9.00 p.m.*

Off-Peak periods are defined as weekends, all other hours not listed above, and the entire twenty-four (24) hours of the following National holidays:

- *New Year's Day*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *Thanksgiving Day*
- *Christmas Day*

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Special Terms and Conditions

The availability of off-peak service shall be limited to an aggregate demand of not more than 30,000 kilowatts on a first come, first serve basis.

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INDUSTRIAL POWER SERVICE

RATE SCHEDULE IP

Availability

Available through one meter to any customer having a minimum load requirement of 10 megawatts or more and directly fed from the Utility's 138kV Transmission system. Applicant must be located adjacent to the Utility's transmission line that is adequate and suitable for supplying the service requested.

Character of Service

Alternating current having a frequency of sixty Hertz and furnished at a voltage which is standard with the Utility in the area served.

Rate*

- Customer Charge —————\$591.62 per meter per month
- Demand Charge ————— \$22.77 per KVA of billing demand
- Energy Charge ————— \$0.026489 per KWH for all KWH

*Subject to the provisions of Appendix A and Appendix B.

Minimum Charge

For single and three phase customers, the minimum monthly charge shall be the customer charge plus billed demand multiplied by the currently effective demand charge plus the energy charge.

Determination of Billing Demand and Measurement of Energy

Peak demand shall be measured by suitable recording instruments provided by Utility and shall be the average number of kilovolt-amperes (KVA) in the fifteen minute period during which the KVA demand is greater than any other fifteen-minute interval in such month. For those customers who are not being metered by the use of a recording instrument, the peak demand, expressed in KVA, shall be the average number of kilowatts in the recorded fifteen-minute interval in such month during which the energy metered is greater than in any other such fifteen-minute interval in such month, divided by the lagging

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June 1, 2022

power factor (expressed as a decimal) calculated for the month. In no case shall the minimum KVA

demand in a month be less than the highest calculated KVA over the prior twelve-month period multiplied by 50%.

Metering Adjustment

If service is metered at a voltage of approximately 13,800 volts or lower, the peak demand and energy measurements shall be increased by two percent (2%) to convert such measurements to the equivalent of metering at the Utility's primary voltage.

Equipment Ownership

Customer must own all equipment necessary to transform the power from 138kV to its suitable working voltage. This equipment must include but is not limited to structures, foundations, large power transformer, switches, breakers, station batteries, relay protection and control, CT's, PT's, security, etc.

Customer is responsible for proper routine maintenance on its customer owned equipment in accordance with industry best practices.

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MUNICIPAL STREET LIGHTING SERVICE

RATE SCHEDULE SL

Availability

Available for street lighting within the corporate limits of the City of Crawfordsville, Indiana. The Utility will support existing lighting offerings for as long as the technology is available. The National Energy Policy Act of 2005 requires that mercury vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Utility has the necessary materials, the Utility will continue to maintain existing MV lamp installations in accordance with this tariff. The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore, standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Utility has the necessary materials, the Utility will continue to maintain existing MH lamp installations in accordance with this tariff.

Character of Service

Municipal Street Lighting Service using lamps available under this schedule.

Rate*

Type of Lamp	Rate per Lamp per Month
100 watt sodium vapor	\$ 5.87
150 watt sodium vapor	\$ 8.97
250 watt sodium vapor	\$ 23.78
400 watt sodium vapor	\$ 38.88
47 watt light emitting diode	\$ 4.24
81 watt light emitting diode	\$ 21.61
142 watt light emitting diode	\$ 35.84

Facilities

All facilities necessary for the service hereunder, including all poles, fixtures, street lighting circuits, transformers, lamps and other necessary facilities will be furnished and maintained by the Utility.

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Hours of Lighting

All lamps shall burn approximately one-half hour after sunset until approximately one-half hour before sunrise each day in the year, approximately 4,000 hours per annum.

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OUTDOOR LIGHTING SERVICE

RATE SCHEDULE OL

Availability

Available only for continuous year-round service for outdoor lighting to any customer located adjacent to an electric distribution line of Utility that is adequate and suitable for supplying the service requested. The Utility will support existing lighting offerings for as long as the technology is available. The National Energy Policy Act of 2005 requires that mercury vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Utility has the necessary materials, the Utility will continue to maintain existing MV lamp installations in accordance with this tariff. The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore, standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Utility has the necessary materials, the Utility will continue to maintain existing MH lamp installations in accordance with this tariff.

Character of Service

Outdoor Lighting Service using lamps available under this rate schedule.

Rate*

Type of Lamp	Rate per Lamp per Month
100 watt sodium vapor	\$ 4.66
175 mercury vapor	\$ 8.41
250 watt sodium vapor	\$ 12.04
400 watt mercury vapor	\$ 32.73
400 watt metal halide	\$ 32.73
47 watt light emitting diode	\$ 3.79
81 watt light emitting diode	\$ 10.61
142 watt light emitting diode	\$ 30.45

Hours of lighting

All lamps shall burn approximately one-half hour after sunset until approximately one-half hour before sunrise each day in the year, approximately 4,000 hours per annum.

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Ownership of System

All facilities installed by the Utility for the service hereunder including fixtures, controls, poles, transformers, secondary lines, lamps and other equipment shall be owned and maintained by the Utility. All service and necessary maintenance will be performed only during regularly scheduled working hours of the Utility. Non-operative lamps will normally be restored to service within two working days after notification by customer.

When customer requests that a lamp be mounted on customer's building or pole, customer shall waive any claim for damages caused by such installation and/or removal of secondary and lamp support.

*Subject to the provisions of Appendix A and Appendix B.

Terms of Service

Any customer requesting service under this rate schedule shall make written application for such service for an initial period of one year, and such service shall continue from year to year thereafter unless cancelled by either party. The facilities installed by the Utility shall remain the property of the Utility and may be removed by the Utility if service is discontinued.

Additional Facilities

This rate schedule is based in lighting fixtures which can be installed on an existing distribution type wood or other supporting device and served from existing secondary facilities, with not more than one span of secondary. If additional facilities are required to furnish service, the Utility will install, operate, and maintain such facilities. The labor, materials and overhead cost of installation of such additional facilities and maintenance expense thereof shall be the customer's expense.

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TRAFFIC SIGNAL SERVICE

RATE SCHEDULE TS

Availability

For service to the traffic signal system belonging to the City of Crawfordsville, the State of Indiana, or any other agency legally authorized to own, operate, and maintain a traffic signal system in conjunction with the regulation of traffic at “controlled intersections” of public streets or highways.

Character of Service

Alternating current, sixty Hertz, single phase, at approximately 120 volts or 120/240 volts.

Rate*

- Standard Traffic Signal - State—————\$ 47.01 per month per signal
- Standard Traffic Signal - City—————\$ 47.01 per month per signal
- Standard Traffic Signal - INDOT—————\$ 47.01 per month per signal
- Preemptive Signal Maintenance—————\$ 10.56 per month per signal

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**CRAWFORDSVILLE ELECTRIC LIGHT & POWER RATE SCHEDULE
ELECTRIC VEHICLE CHARGING PROGRAM – PUBLIC LOCATION (EV-PP)**

AVAILABILITY

Service to a separately metered electric vehicle (EV) charging station operating in a public location to be made available to the general public in Crawfordsville Electric Light & Power's (the Utility) service territory.

EQUIPMENT

The EV charging equipment to which electric service is provided under this rate may be owned, operated, and maintained by either the Utility or a third-party, at the Utility's discretion.

CHARACTER OF SERVICE

Alternating current, sixty Hertz, single phase at approximately 120 volts two-wire or 120/240 volts three-wire.

Rate

- Energy Charge for an EV charger with a peak demand < 50 kW — \$0.251910 per KWH
- Energy Charge for an EV charger with a peak demand > 50 kW — \$0.57833 per KWH

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MANAGER

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November 23, 2022
INDIANA UTILITY REGULATORY COMMISSION

EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON OR AFTER SEPTEMBER 1, 2022
ISSUED UNDER THE AUTHORITY OF THE
IURC 30-DAY FILING NO. _____

ECONOMIC DEVELOPMENT RIDER – IMPA

Availability

This Rider is available to a Qualifying Customer (as defined herein) to encourage large power users to expand or create new operations within the Utility’s service territory.

Qualifications

A “Qualifying Customer” is a new or existing non-residential customer in the Utility’s service territory that is establishing new operations or expanding existing operations such that the new or expanded operations will result in new or additional demand of at least one (1) MW (1,000 kW) at one delivery point (the “Qualifying Demand”) and the new or expanded operations has involved a capital investment of at least one million dollars (\$1,000,000) within the Utility’s service territory.

For a Qualifying Customer that is expanding operations, Qualifying Demand is measured from the average monthly peak demand for the twelve (12) months immediately preceding the effective date of the Service Application. For a Qualifying Customer that is establishing new operations, Qualifying Demand is measured from zero.

A Qualifying Customer is not a customer: (1) with “new” demand that results from a change in ownership of an existing establishment without qualifying new load; (2) renewing service following interruptions such as equipment failure, temporary plant shutdown, strike, economic conditions or natural disaster; or (3) that has shifted its load from one operation or customer to another within the Utility’s service territory. The Utility may determine exclusively, without recourse by the customer, whether an event has occurred that would prevent a customer from being a Qualifying Customer.

Rate Incentive

Beginning with the effective date indicated in the Service Application submitted by the Qualifying Customer, Utility will receive a credit on its wholesale bill for the qualifying new load. The incentive amount received by Utility from the Indiana Municipal Power Agency for such load will be passed in full to Qualifying Customers. For references purposes, the discount to the Qualifying Customer’s wholesale cost for qualifying new load will be calculated according to the following schedule:

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Months 1-2	20%
Months 13-24	15%
Months 25-35	10%
Months 37-48	10%
Months 49-60	5%

The Qualifying Customer must meet the minimum Qualifying Demand during each month of the incentive period (i.e., months 1 through 60, as designated above). Failure to meet the minimum Qualifying Demand in a particular month will result in a 0% reduction in that month.

Terms and Conditions

The Qualifying Customer must submit a Service Application to the Utility specifying: (1) a description of the amount and nature of the net load; (2) the basis on which the Qualifying Customer meets the requirements of this Rider; (3) the Qualifying Customer's desired effective date; and (4) any other information required by the Utility.

This Rider will terminate on the same date that IMPA's economic development rider terminates, except that any Qualifying Customer receiving the rate incentive at the time of the Rider's termination may continue receiving the incentive for the remainder of the applicable incentive period (as long as it continues to meet the Rider's requirements).

Applicable Rate Schedules

This Rider is applicable to the following rate schedules: Industrial Power Service (Rate Schedule IP) and Primary Power Service (Rate Schedule PP).

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ECONOMIC DEVELOPMENT RIDER - RETAIL

Availability of Service

In order to encourage economic development in the Utility's service area, limited-term reductions in billing demands described herein are offered to qualifying new and existing customers who make application for service under this Rider prior to January 1, 2025.

Service under this Rider is intended for specific types of commercial and industrial customers whose operations, by their nature, will promote sustained economic development based on plant and facilities investment and job creation. This Rider is available to commercial and industrial customers served under Tariff PP or Tariff IP who meet the following requirements:

- (1) **Size:** A new customer must have a billing demand of 1,000 kW or more. An existing customer must increase billing demand by 1,000 kW or more over the maximum billing demand during the 12 months prior to the date of the application by the customer for service under this Rider (Base Maximum Billing Demand).
- (2) **THD:** Total Harmonic Distortion. Both new and existing customers must comply with Standard IEEE 519-2014 or its most contemporary version, should the standard be revised.
- (3) **Load Factor:** Both new and existing customers must maintain a monthly load factor of at least 70%. Load factor shall be calculated as follows: "Total monthly kWh"/["peak kW" x "Days in Billing Period" x "24 hours"].
- (4) **Power Factor:** Both new and existing customers must maintain a monthly power factor of at least 98%.
- (5) **Applicable Standards:** Both new and existing customers shall comply with the most contemporary versions of National Electric Code, National Fire Protection Association Code, and relevant IEEE standards.
- (6) **Business Type:** In no event shall service under this Rider be available to a customer whose principal business at the service location is classified in one of the following SIC Major Groups:

Standard Industrial Classification (SIC per US Dept. of Labor)

- A: Agriculture, Forestry, and Fishing
 - 01: Agricultural Production Crops
 - 02: Agriculture production livestock and animal specialties
 - 07: Agricultural Services

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- 08: Forestry
- 09: Fishing, hunting, and trapping

C: Construction

- 15: Building Construction General Contractors and Operative Builders
- 16: Heavy Construction Other Than Building Construction Contractors
- 17: Construction Special Trade Contractors

F: Wholesale Trade

- 50: Wholesale Trade-durable Goods
- 51: Wholesale Trade-non-durable Goods

G: Retail Trade

- 52: Building Materials, Hardware, Garden Supply, and Mobile Home Dealers
- 53: General Merchandise Stores
- 54: Food Stores
- 55: Automotive Dealers and Gasoline Service Stations
- 56: Apparel and Accessory Stores
- 57: Home Furniture, Furnishings, and Equipment Stores
- 58: Eating and Drinking Places
- 59: Miscellaneous Retail

H: Finance, Insurance, and Real Estate

- 64: Insurance Agents, Brokers, and Service
- 65: Real Estate
- 67: Holding and Other Investment Offices

I: Services

- 70: Hotels, Rooming Houses, Camps, and Other Lodging Places
- 78: Motion Pictures
- 79: Amusement and Recreation Services

North American Industry Classification System (NAICS per OMB post 1997)

- 11: Agriculture, Forestry, Fishing and Hunting
- 22: Utilities
- 23: Construction
- 42: Wholesale Trade
- 44: Retail Trade

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IN CAUSE NO. 45420**

**APPROVED BY
CONFERENCE MINUTES
30-Day Filing No. 50561
June 1, 2022**

- 45: Retail Stores
- 48: Transportation
- 53: Real Estate Rental and Leasing
- 71: Arts, Entertainment, and Recreation
- 72: Accommodation and Food Services
- 81: Other Services (except Public Administration)

(3) A new customer, or the expansion by an existing customer, must result in the creation of at least 10 full-time equivalent jobs (FTE) maintained over the contract term at the service location. Utility reserves the right to verify FTE job counts. Failure to maintain the minimum required FTE jobs will result in the termination of this Rider.

(4) The customer must demonstrate through form SB-1, to the Utility's satisfaction that, absent the availability of this Rider, the qualifying new or increased demand would be located outside of the Utility's service territory or would not be placed in service due to poor operating economics.

Availability is limited to customers on a first-come, first-served basis for loads aggregating to 25 MVA.

Terms and Conditions

(1) To receive service under this Rider, the customer shall make written application to the Utility, using form SB-1, with sufficient information contained therein to determine the customer's eligibility for service.

(2) For new customers, billing demands for which deductions will be applicable under this Rider shall be for service at a new service location and not merely the result of a change of ownership. Relocation of the delivery point of the Utility's service does not qualify as a new service location.

(3) For existing customers, billing demands for which deductions will be applicable under this Rider shall be the result of an increase in business activity and not merely the result of resumption of normal operations following a force majeure, strike, equipment failure, renovation or refurbishment, or other such abnormal operating condition. In the event that such an occurrence has taken place during the 12-month period prior to the date of the application by the customer for service under this Rider, the monthly billing demands during the 12-month period shall be adjusted as appropriate to eliminate the effects of such occurrence.

**ISSUED BY
PHILLIP GOODE
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**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
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(4) All demand adjustments offered under this Rider shall terminate no later than December 31, 2030.

(5) The existing local facilities of the Utility must be deemed adequate, in the judgment of the Utility, to supply the new or expanded electrical capacity requirements of the customer. If construction of new or expanded local facilities by the Utility is required, the customer may be required to make a contribution-in-aid of construction for the installed cost of such facilities pursuant to the provisions of the Utility's Terms and Conditions of Service.

Determination of Monthly Adjusted Billing Demand.

The qualifying incremental billing demand shall be determined as the amount by which the billing demand, as determined according to Tariff PP or IP for the current billing period without this Rider, exceeds the Base Maximum Billing Demand. Such incremental billing demand shall be considered to be zero, however, unless it is at least 1,000 kW for new customers or existing customers.

The monthly adjusted billing demand under this Rider shall be the billing demand as determined according to Tariff PP or IP for the current billing period without this Rider less the product of the qualifying incremental billing demand and the applicable Adjustment Factor. No Adjustment Factors shall be applied to any portion of minimum billing demands as calculated under Tariff PP or IP.

Determination of Adjustment Factor

Standard New Development Customers – customers meeting all availability and terms and conditions above shall contract for service for a period of five (5) years with a scheduled Adjustment Factor as follows:

Year 1 25%
Year 2 20%
Year 3 15%
Year 4 10%
Year 5 05%

Urban Redevelopment Customers – customers meeting all availability and terms and conditions above, and that (1) are locating a new business in an existing building that has been unoccupied and/or has remained dormant for at least one or more years and has no current or prior relationship with the previous occupant, as determined by the Utility, and (2) taking delivery at

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one point that does not require significant distribution or transmission system investment, other than the connection of service, shall qualify the same as a Standard New Development Customer.

The appropriate adjustment factor shall be applicable over a period of 60 consecutive billing months beginning with the first such month following the end of the start-up period. The start-up period shall commence with the effective date of the contract addendum for service under this Rider and shall terminate by mutual agreement between the Utility and the customer. In no event shall the start-up period exceed 12 months.

Written Annual Statement of Substantial Compliance

Customers must apply for the Economic Development Rider using Form SB-1 "Statement of Benefits" which can be found as Attachment A.

Subsequent to qualifying for the Economic Development Rider, the Customer MUST file an updated SB-1 at least 30 days prior to the anniversary of the start date identified in the Utility's confirmation that Customer is eligible for the Economic Development Rider. Failure to comply with the reporting requirements will result in termination of eligibility for the Economic Development Rider.

Terms of Contract

A contract or agreement addendum for service under this Rider, in addition to service under Tariff PP or IP, shall be executed by the customer and the Utility for the time period which includes the start-up period and the five-year period immediately following the end of the start-up period. The contract addendum shall specify the Base Maximum Billing Demand, the anticipated total demand, the Adjustment Factor and related provisions to be applicable under this Rider, and the effective date for the contract addendum.

The customer may discontinue service under this Rider before the end of the contract or agreement addendum only by reimbursing the Utility for any demand adjustments received under this Rider billed at the applicable rate.

Special Terms and Conditions

Except as otherwise provided in this Rider, written agreements shall remain subject to all of the provisions of Tariff PP or IP. This Rider is subject to the Utility's Terms and Conditions of Service.

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STATEMENT OF BENEFITS
ECONOMIC DEVELOPMENT RIDER
 Crawfordsville Electric Light & Power

DATE _____

FORM SB-1 / EDR

This statement is being completed for a customer that qualifies for an "Economic Development Rider."

INSTRUCTIONS:

1. This statement must be submitted to Crawfordsville Electric Light & Power at the time application is made for the Economic Development Rider. Please carefully fill out all fields.
2. In order to remain eligible for the Economic Development Rider, this statement must be submitted annually, at least 30 days in advance of each anniversary of the Project Start Date. Failure to submit the updated SB-1 will result in termination of the Economic development Rider.

SECTION 1 CUSTOMER INFORMATION					
Name of Customer					
Address of Customer (number and street, city, state, and ZIP code)					
Name of Contact Person			Telephone number ()	E-mail address	
SECTION 2 LOCATION AND DESCRIPTION OF INCREASED LOAD					
Location of Property			Estimated Start Date (month, day, year)	Est. Date Placed-in-Use (mo, day, year)	
Description of Increased load. Please describe specific economic reasons why this EDR is required for the new load. Please also include Milestones, Timeline, and Expected Outcome. (You may attach additional pages as necessary.)					
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS A RESULT OF PROPOSED PROJECT					
Current Number FTE		Number Retained FTE		Number Additional FTE	
SECTION 4 ESTIMATE OF ADDITIONAL ELECTRIC LOAD					
Current Peak Demand	Current Energy	New Energy	Increase in Peak Demand	New Peak Demand	New Load Factor
SECTION 5 STATEMENT OF COMPLIANCE					
Total Harmonic Distortion, (<V%, < I%):		THD V% shall be less than % at Utility demark		THD I% shall be less than % at Utility demark	
Load Factor (LF > 70%):		Load Factor shall be greater than %			
Power Factor (PF > 98%):		Power Factor shall be greater than %			
Complies with all applicable standards (Yes, No)		Full or partial (circle one)		Describe:	
Business Type (SIC or NAICS code):		SIC or NAICS code:		Describe:	
SECTION 6 CUSTOMER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature of authorized representative		Title		Date signed (month, day, year)	
FOR OFFICE USE ONLY					
The applicant meets the general standards in accordance with the Economic development Rider. EDR Discount Limited to 5 years as outlined below: Year 1: 15% Year 2: 10% Year 3: 10% Year 4: 10% Year 5: 5%					
Approved (Authorized signature and title)			Telephone number ()	Date signed (month, day, year)	
Printed name			Crawfordsville Electric Light & Power 808 Lafayette Rd. Crawfordsville, Indiana 47933		

APPROVED BY
CONFERENCE MINUTES
30-Day Filing No. 50561
June 1, 2022

GREEN POWER RIDER

1. **Availability.** Service under the Green Power Rider ("Rider") is available to all customers currently served by Crawfordsville Electric Light & Power ("Utility"). Customer participation in the Green Power Program is completely voluntary.
2. **Character of Service.** Green Power is electricity generated from renewable and/or environmentally-friendly sources including, without limitation solar and wind, and may include the purchase of renewable energy certificates from the above described sources. This Rider shall provide customers with the option to specify and designate that an amount of their energy consumption be associated with Green Power. Customers using this Rider will pay a surcharge as set forth below for energy consumption associated with renewable energy sources. All of the provisions and charges of the current applicable rate, including Rate Tracker, will apply to the customer's total energy usage.
3. **Green Power Rate.** Customers opting to purchase Green Power energy will pay an additional one-half cent (\$0.005) per kWh per month. Pricing under this Rider is in addition to the charges billed for service on the customer's regular tariff for service.
4. **Terms and Conditions.**
 - a. The customer shall enter into a service agreement with the Utility (the Green Power Program Registration Agreement or "Agreement") that shall specify the applicable percentage of Green Power energy consumption to be purchased monthly by the customer.
 - b. Service under this Rider may be limited at the sole discretion of the Utility, based on the expected amount of renewable energy available, average monthly energy usage of the customer, bill payment and collection histories.
 - c. The customer may sign up for the purchase of Green Power at any time and service will become effective at the beginning of the next full billing period, at which point the customer will be charged for the total amount of Green Power purchased.
 - d. The customer may cancel service under this Rider at any time. However, any change in service will only become effective at the beginning of the next full billing period. The charge for Green Power will not be prorated in the billing period in which the customer cancels the Agreement.
 - e. The Utility will use funds collected from customers who have agreed to purchase energy under the Rider to purchase energy from renewable sources such as wind and solar powered energy.
 - f. The Utility reserves the right to terminate the Rider, revise the rate per kWh per month or make other changes to the Rider upon obtaining the necessary governmental approvals.

ISSUED BY
ALLISON HUENEMANN
MANAGER

APPROVED BY
CONFERENCE MINUTES
30-Day Filing No. 50662
August 30, 2023

INDIANA UTILITY REGULATORY COMMISSION

EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON OR AFTER AUGUST 30, 2023
ISSUED UNDER THE AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
CONFERENCE MINUTES DATED AUGUST 30, 2023

NET METERING RIDER

Availability

Net Metering is provided upon request and on a first-come, first-served basis. Net Metering is available to residential, commercial, and industrial customers in good standing that own and operate an eligible solar, wind, biomass, geothermal, hydroelectric, or other renewable generation source. The name plate rating of Customer's generator must not exceed 10 kW. Customers served under this tariff must also take service from Crawfordsville Electric Light & Power (Utility) under the otherwise applicable standard service tariff.

Total Net Metering participation under this tariff is limited to a total name plate rating of all Customer generators of one-tenth of one percent (0.1%) of the Utility's most recent summer peak load.

Definitions

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by the Utility to Customer who generates electricity using an eligible solar, wind, biomass, geothermal, hydroelectric or other renewable generation source and the amount of electricity generated by such respective Customer that is delivered to the Utility.

Billing

Monthly charges for energy and demand, where applicable, to serve the Customer's net or total load shall be determined according to the Utility's standard service tariff under which the Customer otherwise would be served, absent the Customer's eligible Net Metering facility. The measurement of net energy supplied by Utility and delivered to Utility shall be calculated in the following manner. Utility shall measure the difference between the amount of electricity delivered by Utility to Customer and the amount of electricity generated by the Customer and delivered to Utility during the billing period, in accordance with normal metering practices. If the kWh delivered by Utility to the Customer exceeds the kWh delivered by the Customer to Utility during the billing period, the Customer shall be billed for the kWh difference. If the kWh generated by the Customer and delivered to Utility exceeds the kWh supplied by the Utility to Customer during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference. When Customer elects to discontinue Net Metering service, any unused credit will be granted to Utility. The Utility shall not purchase or wheel power produced by Net Metering

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facilities. Bill charges and credits will be in accordance with the standard tariff that would apply if the Customer did not participate in Net Metering under this tariff.

The Customer's standard meter, if capable of measuring electricity in both directions, will be used. If Utility determines new metering is necessary, the Utility will install metering capable of Net Metering at the Customer's expense. Additionally, the Utility reserves the right to install, at its own expense, a meter to measure the output of the solar, wind, biomass, geothermal, hydroelectric, or other renewable generation system.

Terms and Conditions

In order to be eligible for Net Metering, the Customer's- generator must meet the following requirements:

- a. All kWh must be generated from the output of solar, wind, biomass, geothermal, hydroelectric, or other renewable generation sources;
- b. The generation equipment must be operated by the customer and located on the Customer's premises;
- c. The generator must operate in parallel with the Utility's transmission and distribution facilities without adversely affecting the Utility's system and equipment and without presenting safety hazards or threats to the reliability of service to the Utility, its personnel and other Customers;
- d. The Customer's generation must be intended primarily to offset all or part of the Customer's requirements for electricity;
- e. The name plate rating of Customer's generator must not exceed 10 kW and the Customer's generation must satisfy the Interconnection requirements specified below.

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement acceptable to the Utility.

Customer shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured

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against loss arising out of the use of generation equipment associated with Net Metering under this tariff.

The supplying of, and billing for, service and all conditions applying, hereto, are subject to the Utility's General Terms and Conditions.

Interconnection

For generator systems 10 kW or smaller eligible for this tariff, the Utility's technical requirements consist of:

- a. IEEE 1547-2003, "IEEE Standard for interconnecting Distributed Resources with Electric Power Systems" (IEEE 1547).
- b. Current version of ANSI/NFPA 70, "National Electrical Code" (NEC).
- c. Any other applicable local building codes.
- d. Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as revised January 17, 2001 (UL 1741), are accepted by the Utility as meeting the technical requirements of IEEE 1547 tested by UL 174L

Conformance with these requirements does not convey any liability to the Utility for damages or injuries arising from the installation or operation of the generator system. The Utility may, at its own discretion, isolate any Net Metering facility if the Utility has reason to believe that continued interconnection with the Net Metering facility creates or contributes to a system emergency. The Utility may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the Net Metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the Net Metering Customer.

Customer shall operate the Net Metering facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Utility's electric system. Customers shall agree that the interconnection and operation of the facility is secondary to, and shall not interfere with, Utility's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

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Customer's control equipment for the Net Metering facility shall immediately, completely, and automatically disconnect and isolate the facility from Utility's electric system in the event of a fault on Utility's electric system, a fault on Customer's electric system, or loss of a source or sources on Utility's electric system.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Net Metering facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the facility .in parallel with Utility's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Net Metering facility. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Net Metering facility from any condition or disturbance on Utility'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.

Upon reasonable advance notice to Customer, Utility shall have access at reasonable times to the Net Metering facility whether before, during or after the time facility first produces energy, to perform reasonable on-site inspections to verify that the installation and operation of the facility comply with the requirements of this tariff and to verify the proper installation and continuing safe operation of the facilities. Utility shall also have, at all times, immediate access to breakers or any other equipment that will isolate the Net Metering facility from Utility's electric system. In non-emergency situations Utility shall give Customer reasonable notice prior to isolating the Net Metering facility.

Customer shall agree that, without the prior written permission. from Utility, shall be made to the configuration of the Net Metering facility, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the

Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the facility complies with the Utility approved settings.

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INTERCONNECTION AGREEMENT FOR NET METERING FACILITIES

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of , 20____, by and between Crawfordsville Electric Light & Power ("Utility"), and _____ ("Customer"). Utility and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNE SETH:

WHEREAS, Customer is installing, or has installed, solar, wind, biomass, geothermal, hydroelectric, or other renewable generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Utility'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: _____; and

WHEREAS, the name plate rating of the Generation Facilities does not exceed 10 kW; and

WHEREAS, Customer desires to receive service under Utility's Net Metering tariff.

NOW, THEREFORE, in consideration thereof, Customer and Utility 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. Utility agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Utility'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, Utility 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) Utility's rules and regulations applicable to Net Metering Customers, and Utility's General Terms and Conditions for Electric Service, each as contained in Utility's Electric Tariff and as each as may be revised from time to time; and (c) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the management practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Utility's electric

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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 Utility'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 Utility, 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 Utility 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 Utility's electric system. At all times when the Generation Facilities are being operated in parallel with Utility's electric system, Customer shall operate the Generation Facilities in a manner that no disturbance will be produced to the service rendered by Utility to any of its other customers or to any electric system interconnected with Utility'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, Utility'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 Utility's electric system in the event of a fault on Utility's electric system, a fault on Customer's electric system, or loss of a source or sources on Utility's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Utility's electric system. Additionally, if the fault is with Customer's Generation Facilities, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's facilities. Upon Utility's request, Customer shall promptly notify Utility whenever such automatic disconnecting devices operate.
4. Access by Utility. Upon reasonable advance notice to Customer, Utility 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. Utility shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Utility's electric system. The cost of such inspection(s) shall be at Utility's expense; however, Utility shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Utility shall have the right and authority to isolate the Generation Facilities at Utility's sole discretion if Utility Believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Utility's electric system creates or contributes (or will create or contribute) to a system

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emergency on either Utility'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 Utility's electric system or (c) the Generation Facilities interfere with the operation of Utility's electric system. In nonemergency situations, Utility shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. Monthly charges to serve the Customer's net load shall be determined with the Utility's Net Metering tariff and the standard service tariff under which the Customer otherwise would be served. This Agreement does not constitute an agreement by Utility 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 Utility in connection with interconnection of the Generation Facilities. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Utility, in order for the Generation Facilities to interconnect with and operate in parallel with Utility's electric system, then a separate excess facilities agreement shall be executed by Utility and Customer.
6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Utility's electric system, homeowners, commercial, or other insurance to protect the interests of Utility under this Agreement, with insurance carriers acceptable to Utility, and in amounts not less than one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of generation equipment associated with Net Metering under this rider. Customer shall deliver a certificate of insurance verifying the required coverage to Utility at least fifteen (15) days prior to any interconnection of the Generation Facilities with Utility's electric system, and thereafter as requested by Utility.
7. Indemnification. Customer shall indemnify and hold harmless the Utility, City of Crawfordsville, its employees, representatives, agents and subcontractors 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 Customer, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Customer's facilities used in connection with this Agreement. Upon written request of the Utility, the Customer shall defend any suit asserting a claim covered by this Section 7. If Utility is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Customer shall reimburse such Utility for all expenses, including attorney's fees, incurred in connection with such action.

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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 Utility at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Utility may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Utility's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement after 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) Utility 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 Utility and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term Force Majeure means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice

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MANAGER

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IN CAUSE NO. 45420

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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. Choice of Law. This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana without reference to the conflict of laws rules thereof. The parties hereby submit to the jurisdiction of the Courts of Montgomery County, Indiana for purposes of all legal proceedings may arise under this Agreement. The parties hereto irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which either may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OF THE PARTIES.

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

UTILITY

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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RIDER QF – QUALIFYING FACILITIES

Availability

On June 28, 2017 in Cause No. 44898, the Indiana Utility Regulatory Commission (IURC or Commission) approved the assumption by the Indiana Municipal Power Agency (IMPA) of all obligations of its Commission-regulated municipal members, including Crawfordsville Electric Light & Power, to purchase energy and capacity offered by a Qualifying Facility of less than twenty megawatts (20 MW) under 170 IAC 4-4.1 (for Cogeneration and Alternate Energy Production facilities), thus any Qualifying Facilities in Crawfordsville Electric Power & Light's (the Utility) service territory shall be served by IMPA or the Utility pursuant to that Order. The provisions of this tariff, along with any interconnection agreement and the provisions of any agreement entered into between the Customer/Qualifying Facility and Crawfordsville Electric Light & Power and/or IMPA shall govern such service, as applicable.

Rates

Pursuant to the Order in Cause No. 44898, the Utility maintains its retail sales obligation. Any backup or supplemental power needed by a Customer with a Qualifying Facility will be sold pursuant to the Utility's applicable tariff provisions.

Interconnection

A Customer desiring to interconnect a Qualifying Facility (also referred to herein as a "renewable generation facility") with the Utility's grid shall complete an interconnection application and submit the application to the Utility for review. After receipt of the application, the Utility shall conduct such further inspection of the renewable generation facilities as the Utility deems necessary and approve or deny the application. If the application is denied, the Utility shall provide a written response to the Customer explaining why the application was denied. The Utility is hereby authorized to charge a reasonable application fee to offset costs involved with reviewing the application, inspecting the renewable generation facilities, and otherwise ensuring compliance with these rules.

If the interconnection application is approved, then the Customer agrees that no changes shall be made to the configuration of the renewable generation facilities, as that configuration is described in the application, and no relay or other control or protection settings specified in the application shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the renewable generation facilities comply with the Utility's approved settings.

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In addition to such other requirements as the Utility deems necessary, any renewable generation facility allowed to interconnect to the Utility's grid must comply with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) the Utility's rules and regulations and the Utility's General Terms and Conditions for Electric Service, each as contained in the Utility's Electric Tariff and each as may be revised from time to time; and (c) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

For any approved renewable generation facilities interconnected to the Utility's grid, the Customer shall install, operate, and maintain, at the Customer's sole cost and expense, the renewable generation facilities in accordance with the Institute of Electrical and Electronics Engineers' applicable Standard for Interconnecting Distributed Resources with Electric Power Systems, as it may be amended from time to time. The Customer shall be responsible for protecting, at the Customer's sole cost and expense, the renewable generation facilities from any condition or disturbance on the Utility'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.

The Customer shall operate any interconnected renewable generation facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of the Utility's electric system. At all times when the renewable generation facilities are being operated in parallel with the Utility's electric system, the Customer shall operate the renewable generation facilities in a manner that no disturbance will be produced to the service rendered by the Utility to any of its other Customers or to any electric system interconnected with the Utility's electric system. The Customer's control equipment for the renewable generation facilities shall immediately, completely, and automatically disconnect and isolate the renewable generation facilities from the Utility's electric system in the event of a fault on the Utility's electric system, a fault on the Customer's renewable generation facilities, or loss of a source or sources on the Utility's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on the Utility's electric system. Additionally, if the fault is with the Customer's renewable generation facilities, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer's renewable generation facilities. Upon reasonable advance notice to the Customer, the Utility shall have access to any interconnected renewable generation facilities to perform on-site inspections to verify that the installation and operation of the renewable generation facilities comply with the requirements of this tariff and to verify the proper installation and continuing safe operation of the renewable generation facilities. The Utility shall also have at all times immediate access to breakers or any other equipment that will

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isolate the renewable generation facilities from the Utility's electric system. The Utility shall not be responsible for any costs the Customer may incur as a result of such inspection(s). The Utility shall have the right and authority to isolate approved interconnected renewable generation facilities at the Utility's sole discretion if the Utility believes that: (a) continued interconnection and parallel operation of the renewable generation facilities with the Utility's electric system creates or contributes (or will create or contribute) to a system emergency on either the Utility's or the Customer's electric facilities; (b) the renewable generation facilities are not in compliance with the requirements of this tariff; or (c) the renewable generation facilities interfere with the operation of the Utility's electric system. In non-emergency situations, the Utility shall give the Customer reasonable notice prior to isolating the renewable generation facilities.

Customer shall procure and keep in force during all periods of parallel operation of the renewable generation facilities with the Utility's electric system, homeowners, commercial, or other insurance to protect the interests of the Utility, with an insurance carrier acceptable to the Utility, and in amounts not less than those reasonably determined by the Utility to be necessary taking into consideration the nameplate capacity, configuration and type of the renewable generation facilities. The Customer shall indemnify and hold harmless the Utility, the City of Crawfordsville, its employees, representatives, agents and subcontractors 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 Customer, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Customer's renewable generation facilities. If the Utility is required to bring an action to enforce its rights under this Agreement, either as a separate action or in connection with another action, and said rights are upheld, the Customer shall reimburse the Utility for all expenses, including attorney's fees, incurred in connection with such action.

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**INTERCONNECTION AGREEMENT
FOR QUALIFIED FACILITIES
CRAWFORDSVILLE ELECTRIC LIGHT & POWER**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of, 20____, by and between Crawfordsville Electric Light & Power ("Utility"), and _____ ("Customer"). Utility and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, solar, wind, biomass, geothermal, hydroelectric, or other renewable generation equipment, controls, and protective relays and equipment ("Generation Facilities" or "Qualified Facilities") used to interconnect and operate in parallel with Utility'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: _____; and

WHEREAS, the name plate rating of the Generation Facilities does not exceed 20 megawatts ("MW"); and

WHEREAS, Customer desires to receive service under Utility's Qualified Facilities ("QF") tariff.

NOW, THEREFORE, in consideration thereof, Customer and Utility 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. Utility agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Utility'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, Utility 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) Utility's rules and regulations applicable to Qualified Facilities, and Utility's General Terms and Conditions for Electric Service,

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each as contained in Utility's Electric Tariff and as each as may be revised from time to time; (c) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time; and any other requirements as the Utility deems necessary. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the Institute of Electric and Electronics Engineers' applicable Standard for Interconnecting Distributed Resources with Electric Power Systems, as it may be amended from time to time. 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 Utility'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 Utility, 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 Utility 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 Utility's electric system. At all times when the Generation Facilities are being operated in parallel with Utility's electric system, Customer shall operate the Generation Facilities in a manner that no disturbance will be produced to the service rendered by Utility to any of its other Customers or to any electric system interconnected with Utility'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, Utility'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 Utility's electric system in the event of a fault on Utility's electric system, a fault on Customer's electric system, or loss of a source or sources on Utility's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Utility's electric system. Additionally, if the fault is with Customer's Generation Facilities, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's facilities.

4. Access by Utility. Upon reasonable advance notice to Customer, Utility shall have access to any interconnected facilities whether before, during or after the time the Generation Facilities first produce energy, to perform on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement, the

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Utility's Tariff, and to verify the proper installation and continuing safe operation of the

Generation Facilities. Utility shall also have, at all times, immediate access to breakers or any other equipment that will isolate the Generation Facilities from Utility's electric system. The Utility shall not be responsible for any costs Customer may incur as a result of such inspection(s). Utility shall have the right and authority to isolate the Generation Facilities at Utility's sole discretion if Utility believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Utility's electric system creates or contributes (or will create or contribute) to a system emergency on either Utility's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement or the Utility's Tariff; or (c) the Generation Facilities interfere with the operation of Utility's electric system. In non-emergency situations, Utility shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. On June 28, 2017 in Cause No. 44898, the Indiana Utility Regulatory Commission ("IURC" or "Commission") approved the assumption by the Indiana Municipal Power Agency ("IMPA") of all obligations of its Commission-regulated municipal members, including Crawfordsville Electric Light & Power, to purchase energy and capacity offered by a Qualifying Facility of greater than ten kilowatts (10 kw) and less than twenty megawatts (20 MW) under 170 IAC 4-4.1 (for Cogeneration and Alternate Energy Production facilities). Thus, Customer shall execute a separate Power Purchase Agreement with IMPA. The Utility maintains its retail sales obligation, and any backup or supplemental power needed by the Customer will be sold pursuant to the Utility's applicable tariff provisions.

6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Utility's electric system, homeowners, commercial, or other insurance to protect the interests of Utility under this Agreement, with an insurance carrier acceptable to Utility, and in amounts not less than that reasonably determined by the Utility to be necessary taking into consideration the nameplate capacity, configuration and type of Generation Facilities, for the liability of the insured against loss arising out of the use of generation equipment associated with the Qualified Facility. Customer shall deliver a certificate of insurance verifying the required coverage to Utility at least fifteen (15) days prior to any interconnection of the Generation Facilities with Utility's electric system, and thereafter as requested by the Utility.

7. Indemnification. Customer shall indemnify and hold harmless the Utility, City of Crawfordsville, its employees, representatives, agents and subcontractors 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,

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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 Customer, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Customer's facilities used in connection with this Agreement. Upon written request of the Utility, the Customer shall defend any suit asserting a claim covered by this Section 7. If Utility is required to bring an action to enforce its rights under this Agreement, either as a separate action or in connection with another action, and said rights are upheld, the Customer shall reimburse such Utility 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 Utility at least sixty (60) days prior written notice stating Customer's intent to terminate this Agreement and the disconnection of any Generating Facilities in parallel operation with the Utility's facilities at the expiration of such notice period; (b) Utility may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Utility'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) Utility 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 Utility 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

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transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; stout's; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Choice of Law. This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana without reference to the conflict of laws rules thereof. The parties hereby submit to the jurisdiction of the Courts of Montgomery County, Indiana for purposes of all legal proceedings may arise under this Agreement. The parties hereto irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which either may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OF THE PARTIES.

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

UTILITY:
By: _____
Printed Name: _____
Title: _____

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

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RIDER IS-MISO-DRS EMERGENCY

Applicability

This Rider is available for demand response service (DRS) to any retail customer of Crawfordsville Electric Light & Power (Utility) capable of meeting the terms and conditions listed below. The retail customer shall enter into a contract with the Utility and its wholesale electricity supplier, the Indiana Municipal Power Agency (IMPA), for an interruptible load of at least 500 kW.

The customer's DRS capacity under this Rider will be utilized by IMPA on behalf of the Utility in the MISO Emergency Demand Response Initiative. Unless contracted directly with IMPA and the Utility, or through a curtailment service provider contracted with IMPA, the customer's DRS capacity is not eligible for enrollment in any MISO demand response program.

Conditions of Service

1. The retail customer shall enter into a contract with the Utility and IMPA for an interruptible load of at least 500 kW.
2. The provisions of this Rider qualify under the MISO Emergency Demand Response Initiative as of the approval date of this Rider. The Utility and IMPA reserve the right to make changes to this Rider in order to continue to qualify under the MISO Emergency Demand Response Initiative, or otherwise, as appropriate.
3. The Utility and/or IMPA reserve the right to call for (request) customers to curtail their DRS load during a MISO-initiated Energy Emergency Alert.
4. The Utility and/or IMPA will endeavor to provide customer as much advance notice as reasonably possible of curtailments under this rider, including an estimate of the duration of such curtailments. However, the customer's DRS load shall be curtailed within one (1) hour if so requested.
5. All curtailments will apply for the delivery year which is defined by MISO as June 1 through May 31 of the following year. Contracts will apply for multiple delivery years.
6. In no event shall the customer be subject to DRS load curtailment under the provisions of this Rider for more than sixty (60) hours or ten (10) interruptions

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during any delivery year. The customer must agree to be subject to DRS curtailments of up to six (6) consecutive hours' duration for each curtailment event, on weekdays between noon and 8 p.m., Eastern Standard Time, for the electric utility customers to participate through Crawfordsville Electric Light & Power in certain demand response programs offered by MISO and to adopt demand response rates for the months May through September and between 2 p.m. and 10 p.m., Eastern Standard Time for the months of October through April.

7. The Utility and/or IMPA will inform the customer regarding the communication process for notices to curtail. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Utility or IMPA.
8. During each delivery year, the Utility or IMPA will conduct a test and verify the customer's ability to curtail. However, if a curtailment event is called by MISO prior to the test, then the event shall be considered the test for the delivery year. The Utility and IMPAS reserve the right to re-test the customer if IMPA does not achieve the minimum 80% compliance testing standards for all of IMPA's DRS customers. These tests must be conducted for one hour on a weekday between noon and 8 p.m., Eastern Standard Time, from June 1 through September 30 during the delivery year.
9. If the customer fails to comply with the provisions of the curtailment under this Rider, the Utility, IMPA, and the customer will discuss methods to comply during future events. However, the Utility and IMPA reserve the right to discontinue service to the customer under this Rider if the problem cannot be resolved to their satisfaction.
10. The minimum DRS capacity contracted for under this Rider will be 500 kW. Customers with multiple electric service accounts which the Utility may aggregate those individual accounts to meet the 500 kW minimum DRS capacity requirement under this Rider; however, the DRS capacity committed for each individual account shall not be less than 100 kW. Customer may not aggregate DRS capacity with its accounts with other electric utilities.
11. The Utility and/or IMPA reserve the right to call for (request) customers to curtail their DRS load when in the sole judgment of the Utility or IMPA, an emergency condition exists on the system. The Utility shall determine that an emergency

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condition exists and if curtailment of load served under this Rider is necessary in order to maintain service to the Utility's other firm service customers.

12. If not already installed, the customer will provide space, facilities and cost reimbursement to the Utility for a Utility-provided recording demand meter to measure the customer's integrated demand. The Utility and IMPA shall have the right to obtain meter readings and inspect and test meters at all time.
13. NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE UTILITY OR IMPAS FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CUASED BY OR RESULTING FROM EITHER DIRECTLY OR INDIRECTLY, ANY CURTAILMENT OF SERVICE UNDER THE PROVISIONS OF THIS RIDER.

Customer Baseline Load Calculation

A Customer Baseline Load (CBL) will be calculated for each hour corresponding to each curtailment event hour. Normally, the CBL will be calculated for each hour as the average corresponding hourly demand from the highest four (4) out of the five (5) most recent similar non-event days in the period preceding the relevant curtailment event. The highest load days are defined as the similar days (Weekday, Saturday, Sunday/Holiday) with the highest energy consumption spanning the curtailment event hours. In cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Utility, IMPA and the customer may develop an alternative CBL calculation that more accurately reflects the customer's normal consumption pattern.

Curtailed Demand

The customer's Curtailed Demand shall be determined based upon the method of measurement chosen by the customer. The customer may choose one of two methods to measure the curtailed demand: 1) Guaranteed Load Drop (GLD) or 2) Firm Service Level (FSL). The method chosen shall remain in effect for the entire contract period.

- 1) Guaranteed Load Drop Method
 - a) Each customer must designate a Guaranteed Load Drop (GLD), which amount shall be the minimum demand reduction that the customer will provide for each hour during a curtailment event or during a curtailment test.

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- b) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider or does not reduce load by the full GLD, a non-compliance charge shall apply. For this purpose, Actual Load Drop (ALD) is defined as the difference between the customer's CBL and their actual hourly load. If the ALD is less than the GLD, the Event Non-Compliance Demand shall be equal to the maximum difference between the GLD and the ALD occurring during the hours of the curtailment event. Otherwise, the Event Non-Compliance Demand shall be zero (0).
- 2) Firm Service Level (FSL) Method
- a) Firm Service Level Peak Load Contribution (PLC) – The customer's PLC will be calculated each year as the average of its load during IMPA's (5) highest peak loads during the twelve-month period ended October 31 of the previous year.
 - b) Available Curtailable Demand (ACD) – The customer must designate an ACD, defined as the difference between the PLC and the Firm Service Level (FSL). The FSL is the demand to which the customer agrees to reduce load to or below for each hour during a curtailment event.
 - c) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Non-Compliance Charge shall apply. If a customer is operating at or below their designated FSL during an event, it will be understood that they have no DRS capacity available with which to comply and will not be charged a non-compliance penalty. If the metered demand during the curtailment event is above the FSL, the Event Non-Compliance Demand shall be equal to the maximum difference between the customers' metered demand the FSL during the hours of the curtailment event. Otherwise, the Event Non-Compliance Demand shall be zero (0).

Curtailed Energy

The Curtailed Energy shall be determined for each curtailment event hour, defined as the difference between the customer's CBL for that hour and the customer's metered load for that hour.

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Curtailment Credits

The **Curtailment Energy Credit** shall be 95% of the appropriate MISO IMPA Load Zone hourly Real-Time Locational Marginal Price (LMP) established by MISO (including congestion and marginal losses) for each curtailment event hour.

The **Curtailment Demand Credit** shall be 95% of the settled MISO monthly resource adequacy auction price.

Monthly Demand Credits

The Monthly Demand Credit shall be applicable to each month the customer is served under this Rider, regardless of whether or not there are any curtailment events during the month.

Guaranteed Load Drop Method – The Monthly Demand Credit shall be equal to the product of the GLD and the Curtailment Demand Credit.

Firm Service Level (FSL) Method – The Monthly Demand Credit shall be equal to the product of the ACD and the Curtailment Demand Credit.

Monthly Event Credit

An Event Credit shall be calculated for each event hour equal to the product of the Curtailed Energy for that hour and the Curtailment Energy Credit for that hour. The Monthly Event Credit shall be the sum of the hourly Event Credits for all events occurring in the calendar month. The customer shall not receive Event Credit for any curtailment events to the extent that the customer's DRS capacity is already reduced to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions, or any situation other than the customer's normal operating conditions.

Annual Non-Compliance Charge

Charges for non-compliance will be based on the customer's Non-Compliance Demand which reflects any failure by the customer to fully comply with requests for curtailment under the provisions of this Rider. The Annual Non-Compliance Charge will be computed on an estimated basis at the completion of the September delivery month and on an actual basis at the completion of the delivery year. The Annual Non-Compliance Charge shall be equal to the average Non-Compliance Demand times the Curtailment Demand Credit times 12.

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In the event that the estimated Annual Non-Compliance Charge is greater than zero, such charge shall be assess as a uniform offset to the Customer Credits for remaining months of the delivery year, September through May. In the event the actual Annual Non-Compliance Charge is greater than zero, the customer will be invoiced for any amount greater than the Customer Credit for the last month of the delivery year. In no event shall the Annual Non-Compliance Demand Charge exceed the sum of the Customer Credits, excluding the Annual Non-Compliance Charge, for the delivery year.

Customer Credit

The net amount of the Monthly Demand Credit, Monthly Energy Event Credit and Annual Non-Compliance Charge will be provided to the Utility within two (2) billing months after the end of the delivery month. A customer may request the aggregation of individual customer account credits into a single credit.

Adjustments to Customer Billing Units

During months when the customer's interruptible load is interrupted and customer is paid the Curtailment Energy Credits discussed above, the customer's Metered Energy shall be increased by the verified curtailed energy.

If the customer is billed on a coincident peak basis, during months when the customer's interruptible load is interrupted during the hour of the Utility's Billing Demand from IMPA, the Customer's metered demand shall be increased by the verified GLD or ACD.

Term

Contracts under this Rider shall be made for an initial period of four (4) deliver years and shall remain in effect until either party provides three (3) years' written notice prior to March 1 of its intention to discontinue service under the terms of this Rider for the fourth delivery year beginning after the notice is provided.

Special Terms and Conditions

Customer specific information, including, but not limited to, DRS contract capacity, shall remain confidential.

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