d/b/a AES Indiana One Monument Circle, Indianapolis, Indiana

# STANDARD CONTRACT RIDER NO. 14 INTERRUPTIBLE POWER (Applicable to Rates CSC, HL and PL)

#### **AVAILABILITY:**

This Rate is closed and not available for service to additional Customers after the effective date of this tariff but remains in effect for current Rate CSC, HL, and PL customers currently enrolled in Standard Contract Rider No. 14. This was available to Rate HL and PL Customers who enter into a written contract for interruptible power for a term of 5 years. Total interruptible capacity to be made available under this rider is limited to 100 megawatts. This rider will only be available to Customers with an interruptible demand of at least 1,500 KW. DEFINITIONS:

Interruptible Credit (IC): The amount credited to a Customer's monthly bill for contracting for

interruptible power.

Capacity Credit (CC): The capacity credit is the monthly credit, before adjustments, the

Customer receives for each KW of Period Interruptible Demand.

Peak Period Hours (PPH): All hours between 11 a.m. and 10 p.m., May through October and

between 8 a.m. and 10 p.m., November through April for all days

except Saturday, Sunday and holidays.

Notification Adjustment (NA): This factor is dependent on the notification period the Customer

agrees to as follows:

1.0 for ten (10) minute notification period.0.9 for one (1) hour notification period.0.8 for two (2) hour notification period.

Period Interruptible Demand (PID): The Billing Demand less the Firm Power Level.

Firm Power Level (FPL): The specified level of demand in KW that the Customer agrees not to

exceed during each Interruption Period.

Interruption Period (IP): A particular period chosen by the Customer during which the

Customer, after proper notification, is required to ensure that its metered KW load will not exceed its FPL. The Interruption Period does not include any period of interruption caused by Force Majeure

as defined in the contract.

Billing Demand (BD): Customer's Billing Demand as determined under the Company's rate

schedule covering its firm electric service to the customer.

Peak Period Load Factor Adjustment (PPLFA):

The decimal, calculated monthly, rounded up to four places,

derived from the formula:

(Customer KWH consumption during PPH - (FPL x PPH))

((BD - FPL) x PPH)

Issued Pursuant to Cause No. 45911

Effective

May 9, 2024
Indiana Utility Regulatory Commission
Energy Division

Effective May 9, 2024

### STANDARD CONTRACT RIDER NO. 14 (Continued)

## **CAPACITY CREDIT SCHEDULE:**

Capacity Credit: \$ 6.00 per KW

### INTERRUPTIBLE CREDIT CALCULATION:

The Interruptible Credit (IC) for a particular monthly bill shall be the product of the Capacity Credit (CC), the Peak Period Load Factor Adjustment (PPLFA), the Notification Adjustment (NA), and the Period Interruptible Demand (PID).

 $IC = CC \times PPLFA \times NA \times PID$ 

### MAXIMUM HOURS OF INTERRUPTION:

The Customer shall not be required by the Company to reduce the load to the Firm Power Level more than a total of 200 hours during any calendar year. Each request for an interruption shall be counted as the greater of eight (8) hours or the number of hours that the Company's electric service to the Customer was actually interrupted during the Interruption Period.

### CONTRACT RENEWAL:

If the Customer wishes to extend the contract for an additional 5 years at the end of a contract period, the Customer must provide the Company with a notification of that intent at least two (2) years prior to the end of the contract. This renewal option is contingent on the continued availability of this rider, or a successor interruptible rate tariff or rider.

## FIRM POWER LEVEL MODIFICATION:

After completion of the Customer's first year under an interruptible contract, the Customer may elect to modify its FPL by written notification to the Company. Modifications will be allowed provided that the Company determines that the amount of interruptible demand shall not thereby be reduced.

### METHOD OF INTERRUPTION:

Notification of an interruption will be provided by telephone to the Customer by the Company. The Customer shall designate in writing a number for a dedicated telephone where someone will be available during all hours the Customer operates above the Firm Power Level. The individual who answers the telephone must be authorized to respond to the request for interruption. This does not preclude the Company and the Customer from establishing a written, mutually agreed upon alternative form of notification.

### NOTIFICATION OF INTERRUPTION:

The Customer shall select the notification option which shall be effective for the duration of the contract.

Option 1: The Company shall provide ten (10) minutes of advance notice for the Customer to

reach the Firm Power Level.

Option 2: The Company shall provide one (1) hour of advance notice for the Customer to reach

the Firm Power Level.

Option 3: The Company shall provide two (2) hours of advance notice for the Customer to reach

the Firm Power Level.

Issued Pursuant to
Cause No. 45911

Effective
May 9, 2024
Indiana Utility Regulatory Commission
Energy Division

## STANDARD CONTRACT RIDER NO. 14 (Continued)

## REQUESTS TO INTERRUPT LOAD:

The Customer shall be interrupted when the Company finds it necessary to maintain system integrity, including instances when called by MISO in the event of a system emergency. The Company's determination that an interruption is necessary to maintain system integrity shall be final and binding on all parties to the contract. The Company maintains the right to discontinue the supply of electric energy to the Customer, if insufficient capacity resources are available to the Company, and if the Customer fails to reduce load to the Firm Power Level.

The Company maintains the right to call for an interruption to test and verify the Customer's ability to interrupt. Such test will be limited to one time per calendar year; provided, however, that each and every failure of the Customer to comply with a request to interrupt load will entitle the Company to call for one additional test. Further, the Company agrees to notify the Customer as to the month the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation.

### PENALTY FOR REFUSAL TO INTERRUPT LOAD:

If the Customer does not reduce the load to the Firm Power Level within the selected advance notice period, then the Customer will not receive an Interruptible Credit for that month. In addition, the Customer will pay a penalty for the demand for each KW above the Firm Power Level during the interruption period in the amount of two times the Capacity Credit per KW or MISO penalty, whichever is greater. This penalty is imposed each time the interruption is refused.

#### **DISPATCHABLE CURTAILMENT:**

In addition to interruptions for system integrity, the Company may call, at its discretion, for a limited number of curtailments when the market price of power is at or above \$100/MWh ("Dispatchable Curtailment"). Those requests will be at a minimum of sixty (60) minutes of notification, a maximum of two (2) calls per week, a maximum of five (5) calls per month, a maximum of eighty (80) hours per year, a minimum curtailment of four (4) hours per call, and a maximum curtailment of eight (8) hours per call. The Customer may select, if the Company approves, a different firm power level ("Dispatchable Firm Power Level") for purposes of Dispatchable Curtailment events. The Customer has the option during a call by the Company for a Dispatchable Curtailment to avoid such curtailment by agreeing to pay the product of the actual hourly market price of the energy and the actual energy used by the Customer above its Dispatchable Firm power Level. Any energy consumed above the Dispatchable Firm Power Level during a Dispatchable Curtailment event will be billed at the actual hourly market price of the energy. The Customer may audit the Company's representation of the hourly market price of energy.

Issued Pursuant to Cause No. 45911