One Monument Circle, Indianapolis, Indiana

Original No. 179.92

# STANDARD CONTRACT RIDER NO. 27 ECONOMIC DEVELOPMENT RIDER (APPLICABLE TO RATES SL, PL, PH, AND HL)

#### AVAILABILITY

This Rider shall be available, at the Company's option, to non-residential Customers receiving service from the Company under Rates SL, PL, PH, and HL. This Rider is available for new or increased service requirements that result in increased employment opportunities or whose operations will promote economic development based on plant investment.

To qualify for service under this Rider, the Customer must meet the following qualifications:

- 1. Minimum of ten (10) full-time equivalent additions to existing workforce, or customer's new load must result in capital investment of \$1 million. The capital investment must occur following the Company's approval for service under this Rider.
- 2. Incremental minimum new demand must be at least 500 kW at one premise.
- 3. Local support of the project must be documented.
- 4. Expected revenue must exceed incremental cost to serve.
- 5. Customer must affirm that the availability of this Rider was a factor in the Customer's decision to locate to the service area.

### **CONTRACT**

For new contracts under this Rider, service shall commence upon the effective date of a contract between the Company and the Customer providing for service under the appropriate rate schedule between the Customer and the Company and shall terminate in accordance with the contract term, which shall be at least eight (8) years.

Service under this Rider requires a contract between the Customer and the Company. The contract shall set forth monthly base period kWs and kWhs, which shall be deemed those actually used during the immediately preceding twelve (12) months. If new or increased Company facilities are required, the Customer shall be responsible for same in compliance with the Company requirements in effect at the time of the contract execution.

## **RATE**

The customer shall comply with all terms of the standard rate under which the customer takes service except that a reduction based on the percentages below will be applied to the total base charges for the new load under this Rider, calculated on the applicable rate scheduled, including the Customer Charge, Demand Charge, Energy Charge, and Power Factor Adjustment, but excluding applicable Standard Contract Adjustment Riders. The discount will applied to bills issued during the respective months starting from contract commencement date:

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Energy Division

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Application of the Reduction to New or Increased Load:		
Year 1 Contract	Up to 40% of base rate charges	
Year 2 Contract	Up to 35% of base rate charges	
Year 3 Contract	Up to 35% of base rate charges	
Year 4 Contract	Up to 25% of base rate charges	
Year 5 Contract	Up to 15% of base rate charges	

As an alternative to the above discount tiers and at the Company's sole discretion, the Company may elect to offer up to thirty percent (30%) per year over the five (5) contract years.

In no event, however, shall the incremental revenues derived from the discounted base rate charges, as stated above for serving the new or increased load, be less than the sum of 1) the Company's expected incremental variable costs of serving the Customer, 2) the Company's expected incremental capacity costs for serving the Customer and 3) any other incremental costs of serving the Customer over the term of the minimum term of the agreement. Monthly billing credit shall be zero if the minimum 500kW increase over the base maximum billing demand is not attained that month.

At the completion of the Rider contract term, the Energy and Demand supplied in accordance with this Rider will be furnished under the appropriate Rate Schedule in accordance with the contract between the Company and the Customer.

The size and duration of discounts on monthly bills will be determined on an individual Customer basis given the degree of fulfillment of the following criteria. The determination of monthly discounts to be applied will be at the sole discretion of the Company, but such discounts will vary with the number and extent to which the listed criteria are met by Customer's proposed new or increased load.

## **EVALUATION CRITERIA**

The percentage discount will be determined on an individual Customer basis given evaluation of the following criteria:

- 1. Peak monthly demand.
- 2. Average monthly load factor.
- 3. Interruptible characteristics.
- 4. The Customer locates in a qualified "brownfield" redevelopment area as defined by Indiana or federal law located adjacent to an electric transmission or distribution line of company that is adequate and suitable for supplying the service requested.
- 5. Hosting location capacity to serve.
- 6. Cost to serve.
- 7. New full time equivalent employees.
- 8. New average wage versus county average wage.
- 9. New capital investment.
- 10. County unemployment rate.
- 11. Existing Customer attributes (annual bill, current full time equivalent employees).
- 12. Regional economic multipliers.
- 13. Local support documentation including the amount and the funding source

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### VERIFICATION OF PERFORMANCE

The Company will monitor the awarding of all contracts to ensure the fulfillment by the Customer of all terms and conditions of the contract associated with the award. Customer agrees to comply with reasonable requests from the Company for information in this regard. Nonfulfillment of contract terms and conditions is grounds for reopening and reevaluation of all contract terms and conditions. Confidentiality shall be maintained regarding the terms and conditions of any completed contract as well as all Customer negotiations, successful or otherwise.

## TERMS AND CONDITIONS

The Customer must enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the Customer will be served, a description of the amount and nature of the new load and the basis on which the Customer requests qualification for this Rider. The Customer must agree to a minimum term of eight (8) years, with the reductions being available for a maximum period of five (5) years immediately following the effective date. The Customer must affirm that the availability of this Rider was a factor in the Customer's decision to locate the new load in the Company's service area.

If the Customer ceases the operations for which this Rider was originally approved, the Company will require that the Customer repay the Rider reductions received according to the following schedule:

Years 1 through 5	100%
Year 6	75%
Year 7	50%
Year 8	25%

For Customers entering into a Service Agreement under this Rider due to expansion, the Company may install, at Customer's expense metering equipment necessary to measure the new load to be billed under the provisions of this Rider separate from the Customer's existing load which shall be billed under the applicable standard tariff schedule.

The Company is not obligated to extend, expand, or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the Customer's load.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's General Terms and Conditions currently in effect, as filed with the Indiana Utility Regulatory Commission.

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