

**SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
d/b/a CENTERPOINT ENERGY INDIANA SOUTH  
(CEI SOUTH)**

**FILED**  
December 5 2023  
**INDIANA UTILITY  
REGULATORY COMMISSION**

**DIRECT TESTIMONY  
OF  
MATTHEW A. RICE  
DIRECTOR OF INDIANA ELECTRIC REGULATORY AND RATES**

**ON**

**CHANGES TO CEI SOUTH ELECTRIC TARIFFS, CRITICAL PEAK PRICING PILOT,  
RATE CLASSIFICATION PROPOSALS, BILL COMPARISON, AND OTHER  
REGULATORY ITEMS**

**SPONSORING PETITIONER'S EXHIBIT NO. 19,  
ATTACHMENTS MAR-1 THROUGH MAR-6**

**DIRECT TESTIMONY OF MATTHEW A. RICE**

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Matthew Rice. My business address is 211 NW Riverside Drive,  
4 Evansville, Indiana 47708.

5 **Q. BY WHOM ARE YOU EMPLOYED?**

6 A. I am employed by CenterPoint Energy Service Company, LLC (“Service Company”),  
7 a wholly owned subsidiary of CenterPoint Energy, Inc. The Service Company provides  
8 centralized support services to CenterPoint Energy, Inc.’s operating units, one of  
9 which is Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy  
10 Indiana South (“CEI South”, “Petitioner”, or “Company”).

11 **Q. ON WHOSE BEHALF ARE YOU SUBMITTING THIS DIRECT TESTIMONY?**

12 A. I am submitting testimony on behalf of CEI South.

13 **Q. WHAT IS YOUR ROLE WITH RESPECT TO PETITIONER?**

14 A. I am Director of Indiana Electric Regulatory and Rates.

15 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.**

16 A. I received a Bachelor of Science degree in Business Administration from the University  
17 of Southern Indiana in 1999. I also received a Master of Business Administration from  
18 the University of Southern Indiana in 2008.

19 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE.**

20 A. Prior to working for Petitioner, I worked as a Market Research Analyst for American  
21 General Finance for six years working primarily on customer segmentation,  
22 demographic analysis, and site location analysis. In 2007, I joined the Company<sup>1</sup> as a  
23 Market Research Analyst, and have held various positions of increasing responsibility,  
24 including Senior Analyst, Manager of Market Research, and Director of Research and  
25 Energy Technologies. Between 2009 and 2021, I was responsible for CEI South’s

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<sup>1</sup> For the sake of clarity, my testimony refers to CEI South, even though in certain situations, I may be referring to Southern Indiana Gas and Electric Company operating under a prior assumed business name.

1 long-term energy forecasting for the Company’s Integrated Resource Plans (“IRPs”).  
2 I have managed the Petitioner’s 2011, 2014, 2016, 2019/2020, and 2022/2023 IRPs  
3 in addition to managing the Company’s IRP stakeholder process since 2014. My duties  
4 have also included conducting economic analysis, primary and secondary customer  
5 research (including surveying, focus groups, segmentation, and demographic  
6 analysis), customer satisfaction research, housing market research, and monitoring  
7 industry research. In February 2019, I became Manager of Resource Planning with  
8 responsibility for internal and external generation analysis and reporting. I was named  
9 to my current position of Director of Indiana Electric Regulatory and Rates in October  
10 2020. With it, I maintained my prior responsibilities related to the Company’s IRP and  
11 added regulatory and rates functions for CenterPoint Energy Inc.’s Indiana Electric  
12 service territory.

13 **Q. WHAT ARE YOUR PRESENT DUTIES AND RESPONSIBILITIES AS DIRECTOR**  
14 **OF INDIANA ELECTRIC REGULATORY AND RATES?**

15 A. I am responsible for Petitioner’s electric regulatory and rate matters in regulated  
16 proceedings before the Indiana Utility Regulatory Commission (“Commission” or  
17 “IURC”). I also have responsibility for resource planning and reporting for CEI South,  
18 including the IRP.

19 **Q. HAVE YOU EVER TESTIFIED BEFORE THE COMMISSION?**

20 A. Yes. I have testified before the Commission on behalf of CEI South for a certificate of  
21 public convenience and necessity (“CPCN”) in Cause Nos. 45052, 45501, 45564,  
22 45754, 45836, 45839, 45795, 45847, and 45903. Similarly, I’ve testified for approval  
23 of Purchased Power Agreements (“PPA”) in Cause Nos. 45600 and 45786. I have also  
24 testified in support of CEI South’s request for approval of a tariff rate for its Excess  
25 Distributed Generation Rider (“Rider EDG”) in Cause No. 45378; CEI South’s  
26 Securitization request in Cause No. 45722; and CEI South’s request for a five-year  
27 Transmission, Distribution, and Storage System Improvement Charge (“TDSIC”) plan  
28 in Cause No. 45894. Additionally, I have testified in various proceedings under Cause  
29 No. 43405 Demand Side Management Adjustment (“DSMA”), Cause No. 44910  
30 TDSIC (“44910 TDSIC”), Cause No. 45052 Environmental Cost Adjustment (“ECA”)  
31 (“45052 ECA”), and Cause No. 44909 Clean Energy Cost Adjustment (“44909  
32 CECA”).

1    **II.    PURPOSE & SCOPE OF TESTIMONY**

2    **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

3    A.    I will support proposed changes to CEI South’s Tariff for Electric Service (“Tariff”),  
4       including proposals to add, modify, or eliminate certain riders and rate adjustment  
5       mechanisms. I support CEI South’s request for a Tax Adjustment Rider (“TAR”), a  
6       Green Energy Rider (“Rider GE”), and a Critical Peak Pricing (“CPP”) pilot. I discuss  
7       affordability and CEI South’s request to include O&M in base rates for timely recovery  
8       of required expenses to complete the Company’s Integrated Resource Plan every  
9       three years. I discuss the TDSIC and other regulatory items. Finally, I also support the  
10      Typical Bill Comparison presented in Petitioner’s Exhibit No. 20, **Schedule E-5**.

11   **Q.    ARE YOU SPONSORING ANY ATTACHMENTS OR SCHEDULES IN THIS**  
12   **PROCEEDING?**

13   A.    Yes. I am sponsoring **Schedule E-5** within Petitioner’s Exhibit No. 20, Typical Bill  
14      Comparison; as well as the following attachments in this proceeding:

- 15      •    Petitioner’s Exhibit No. 19, **Attachment MAR-1**: Proposed Tariff for Electric  
16       Service
- 17      •    Petitioner’s Exhibit No. 19, **Attachment MAR-2**: Proposed Tariff for Electric  
18       Service (redline version)
- 19      •    Petitioner’s Exhibit No. 19, **Attachment MAR-3**: Indicative Rate RS-CPP Tariff  
20       Sheet (Residential Service Critical Peak Pricing)
- 21      •    Petitioner’s Exhibit No. 19, **Attachment MAR-4**: GAO 2020-05 Bill  
22       Comparison
- 23      •    Petitioner’s Exhibit No. 19, **Attachment: MAR-5**: Tax Adjustment Rider  
24       *Illustrative Schedules*
- 25      •    Petitioner’s Exhibit No. 19, **Attachment: MAR-6**: Green Energy Rider  
26       *Illustrative Schedules*

27   **Q.    WERE THESE ATTACHMENTS OR SCHEDULES PREPARED BY YOU OR**  
28   **UNDER YOUR SUPERVISION?**

29   A.    Yes, they were.

1 **III. AFFORDABILITY AND BILL IMPACTS**

2 **Q. WHEN WAS THE LAST TIME THAT CEI SOUTH FILED FOR A RATE CASE?**

3 A. CEI South’s last rate case was filed in December of 2009 in Cause No. 43839 and  
4 approved in April 2011. CEI South is statutorily required to file a general rate case  
5 before the end of this year (December 31, 2023) – the final year of CEI South’s seven-  
6 year TDSIC Plan, approved in Cause No. 44910.

7 **Q. PLEASE DISCUSS CEI SOUTH’S EFFORTS SINCE THE LAST RATE CASE TO**  
8 **KEEP BILLS AFFORDABLE FOR ITS CUSTOMERS.**

9 A. For more than a decade, CEI South has endeavored to keep customer bills from rising  
10 too quickly, even with the addition of rate adjustment mechanisms. In fact, customer  
11 bills have remained relatively flat, below inflation levels, since 2011. Please refer to  
12 **Table MAR-1**, below, which illustrates CEI South’s residential bills have grown by only  
13 \$9.90 (6.4%) in 12 years, or about 0.5% per year on average over this timeframe.

**Table MAR-1 – Historic Bill Growth<sup>2</sup>**

Utility Name	2023	2011	Dollar Change	Percent Change	Compound Annual Growth Rate (CAGR)
CEI South	\$165.00	\$155.10	\$9.90	6.4%	0.5%
NIPSCO	\$156.44	\$110.37	\$46.07	41.7%	2.9%
Indiana Michigan Power Company	\$147.38	\$84.65	\$62.73	74.1%	4.7%
Duke Energy Indiana	\$128.79	\$104.61	\$24.18	23.1%	1.7%
AES Indiana	\$126.31	\$88.86	\$37.45	42.1%	3.0%

14 **Q. IS THE IMPACT OF SECURITIZATION OF A.B. BROWN UNITS 1 AND 2**  
15 **(APPROVED IN CAUSE NO. 45722) PART OF THE REASON CEI SOUTH BILLS**  
16 **HAVE ONLY GROWN BY 0.5% PER YEAR ON AVERAGE OVER THE LAST 12**  
17 **YEARS?**

18 A. Yes. All Indiana electric public utilities are in the midst of significant generation  
19 transition, which will cause significant upward pressure on rates. CEI South is no

<sup>2</sup> Residential bill for 1,000 kilowatt-hours (“kWh”) usage, July 1 of each year utilizing the IURC Electricity Residential Bill Surveys from 2023 and 2011. IURC Residential Bill Survey available at: <https://www.in.gov/iurc/energy-division/electricity-industry/electricity-residential-bill-survey/>.

1 exception. The securitization of A.B. Brown Units 1 and 2 is a great example of how  
2 CEI South has endeavored to maintain affordability for customers.

3 **Q. PLEASE DETAIL THE STEPS CEI SOUTH TOOK TO SECURITIZE A.B. BROWN**  
4 **UNITS 1 AND 2 TO HELP EASE THE FINANCIAL IMPACT OF THE GENERATION**  
5 **TRANSITION.**

6 A. CEI South first conducted the 2019/2020 IRP and determined that it would be  
7 uneconomic to continue to run A.B. Brown Units 1 and 2 past mid-October 2023.  
8 Knowing that there would be a large net book value at the time of closure, CEI South  
9 worked with the legislature to pass Senate Enrolled Act 386. This bill, which was  
10 signed into law on April 14, 2021, empowered the Commission to issue a financing  
11 order to authorize the financing of qualified costs related to the retirement of electric  
12 generation facilities in a pilot program, codified at Indiana Code ch. 8-1-40.5  
13 (“Securitization Act”). CEI South filed its application for a Financing Order on May 10,  
14 2022, requesting authority to issue “securitization bonds” pursuant to the Securitization  
15 Act. The Commission issued the Financing Order on January 4, 2023; CEI South  
16 securitized \$341.45 million of Commission-approved qualified costs on June 29, 2023  
17 which enables CEI South to reinvest proceeds from the bonds into its Generation  
18 Transition Plan.

19 **Q. WHAT WAS THE ALTERNATIVE TO SECURITIZATION?**

20 A. The alternative to securitization would have been a normal retirement with “traditional  
21 ratemaking.” The traditional ratemaking would have allocated that remaining net book  
22 value across CEI South’s remaining rate base. Through securitization, CEI South  
23 chose to forgo the opportunity to receive the full return on the remaining net book value  
24 in order to receive bond proceeds that included the full return of the remaining net  
25 book value. This was done for affordability purposes. This win-win for the customers  
26 and Company was an extraordinary step towards minimizing the impact of the  
27 generation transition.

28 **Q. HOW MUCH IS SECURITIZATION OF A.B. BROWN UNITS 1 AND 2 EXPECTED**  
29 **TO SAVE CEI SOUTH CUSTOMERS?**

30 A. Securitization is expected to save CEI South customers \$53 million in net present  
31 savings versus traditional rate making practices. Customers began receiving savings  
32 on their bills following the securitization on June 29, 2023. An average residential

1 customer is realizing savings of about \$5 per month, while the average large customer  
2 is realizing savings of approximately \$3,200 per month.

3 **Q. HAS CEI SOUTH UNDERTAKEN EFFORTS IN THIS CASE TO MITIGATE THE**  
4 **IMPACT TO CUSTOMER BILLS?**

5 A. Yes. One of the clearest examples of the Company’s efforts to address affordability of  
6 rates is its proposal to phase in rates, which spreads the overall request over multiple  
7 steps and ultimately results in a lower overall revenue requirement.

8 **Q. PLEASE DESCRIBE THE COMPANY’S PROPOSAL TO PHASE IN RATES**  
9 **FOLLOWING COMMISSION APPROVAL.**

10 A. Discussed further by Petitioner’s Witness Chrissy M. Behme, the Company is  
11 proposing a minimum rate implementation of three phases to update the entire  
12 revenue requirement. In addition to three phases, Witness Behme describes the  
13 proposal to implement up to three interim steps, between Phases 2 and 3, in an effort  
14 to further mitigate the rate increase. The phase in of new rates would begin in late  
15 2024, after issuance of an order, and continue through early 2026. This proposal is  
16 designed to not only gradually introduce the rate increase over time to lessen the  
17 immediate impact to customer bills but also avoid significant accrual of post-in-service  
18 carrying costs (“PISCC”) for Posey Solar and the two new combustion turbines (“CTs”),  
19 which are expected to go into service in mid-2025, described further below.

20 **Q. PLEASE EXPLAIN THE PHASE 1 RATES PROPOSED.**

21 A. Upon the issuance of an Order in this Cause, the Company proposes to implement  
22 Rates and Charges under Phase 1 based upon the actual rate base and capital  
23 structure as of December 31, 2023. Witness Behme describes the development of  
24 Phase 1 rates, which will reflect savings associated with the closure of A.B. Brown  
25 Units 1 and 2, and also reflect the end of the Joint Operating Agreement (“JOA”) for  
26 Warrick Unit 4 that expires on December 31, 2023. At the time of approval, the 44910  
27 TDSIC, 44909 CECA,<sup>3</sup> and 45052 ECA mechanisms will be recalculated to reflect only  
28 the recovery or pass back of prior period variances as all capital investment that is in  
29 service will be included in base rates. Additionally, a compliance filing will be made to  
30 zero out the Securitization Rate Reduction (“SRR”) from customer rates, as A.B.

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<sup>3</sup> Troy Solar is non-public utility property and is not included in base rates. It will continue to be collected via a levelized rate in the CECA as approved in Cause No. 45086.

1 Brown plant associated with the Company’s securitization in Cause No. 45722 will no  
2 longer be included in base rates.

3 **Q. PLEASE EXPLAIN PHASE 2 RATES PROPOSED.**

4 A. Phase 2 rates will be based upon the revenue requirement for the test year as found  
5 in the Order with the adjustments described by Witness Behme and reflecting actual  
6 rate base and capital structure as of December 31, 2024. As Witness Behme  
7 discusses, the Company will prepare and file the updated revenue requirement  
8 schedules with the Commission together with revised rate schedules to reflect the  
9 actual amounts. Consistent with other Commission Orders involving future test year  
10 cases, the Company would propose that other parties to this proceeding be provided  
11 a period of sixty days to review this submission and present any objections to the  
12 Commission. If objections are stated, a hearing could be held as needed and rates  
13 could be trued up, with carrying charges at the weighted average cost of capital,  
14 retroactive to the date Phase 2 Rates were put into place.

15 **Q. PLEASE EXPLAIN PHASE 3 RATES PROPOSED.**

16 A. For Phase 3, the Company proposes to (1) update the actual rate base and capital  
17 structure as of the end of the test year and (2) update the full test year revenue  
18 requirement for plant in service as of December 31, 2025. Petitioner’s Witness Behme  
19 describes this process in greater detail. As Witness Behme discusses, the Company  
20 will file updated revenue requirement schedules with the Commission together with  
21 revised rate schedules to reflect the actual amounts. Consistent with the proposed  
22 Phase 2 rate implementation process described above and other Commission Orders  
23 involving future test year cases, the Company would propose that other parties to this  
24 proceeding be provided a period of sixty days to review this submission and present  
25 any objections to the Commission. If objections are stated, a hearing could be held as  
26 needed and rates could be trued up, with carrying charges at the weighted average  
27 cost of capital, retroactive to the date Phase 3 Rates were put into place.

28 **Q. YOU MENTIONED THAT THE COMPANY’S PROPOSED PHASE-IN WOULD  
29 PRODUCE A LOWER OVERALL REVENUE REQUIREMENT. PLEASE EXPLAIN.**

30 A. As described by Witness F. Shane Bradford, Posey Solar and the CTs are both  
31 projected to be online during mid-test year. The Company has been authorized by the  
32 Commission to recover PISCC for each project in Cause Nos. 45847 and 45564,

1           respectively. The third phase of rates goes into effect after the close of the test year.  
2           At that time, PISCC accrued from the respective in-service dates for these projects  
3           would then be added to rate base. If it is acceptable to the Commission to update rates  
4           soon after these projects come online, this PISCC can be materially reduced and the  
5           overall increase lowered.

6   **Q.   PLEASE DESCRIBE THE IMPACT OF CEI SOUTH’S PROPOSAL TO PROVIDE**  
7   **100% OF WHOLESALE POWER MARKETING (“WPM”) SALES MARGINS TO**  
8   **CUSTOMERS.**

9   A.   CEI South is also proposing to provide 100% of WPM sales margins to customers, as  
10   described in Witness Bradford’s testimony. WPM sales are sales to the market in  
11   excess of what is needed for CEI South’s retail customers. Currently CEI South shares  
12   these market proceeds 50/50 with customers. Providing 100% of WPM sales margins  
13   to CEI South customers is expected to provide a \$7.1 million benefit to customers in  
14   2025.

15 **Q.   PRIOR TO FILING, DID CEI SOUTH TAKE OTHER STEPS TO REDUCE THE**  
16 **IMPACT TO CUSTOMERS IN THIS CASE?**

17 A.   Yes, CEI South included several adjustments in this case to help lower customer bill  
18   impact in this case. One step was to use the Average Service Life (“ASL”) procedure  
19   to propose depreciation rates. As described by Witness John J. Spanos, Equal Life  
20   Group (“ELG”) is a more appropriate methodology to set depreciation rates; however,  
21   the Company realizes the near-term impact to customers and has asked that ASL  
22   rates be developed for this case. This lowered the revenue requirement by  
23   approximately \$12.5 million.

24 **Q.   PLEASE DISCUSS ADDITIONAL MEASURES THE COMPANY TOOK TO**  
25 **MINIMIZE THE IMPACT TO CUSTOMER BILLS IN THIS CAUSE.**

26 A.   As described by Witness Behme, CEI South is proposing to extend the amortization  
27   period from five to seven years for recovery of the 20% deferred from the 44910 TDSIC  
28   and 45052 ECA. The Company expects to file its next rate case in 2028.

1 **Q. WHAT OTHER CONSIDERATIONS DID THE COMPANY MAKE TO HELP REDUCE**  
2 **BILL IMPACT IN THIS CAUSE?**

3 A. Petitioner’s Witness Ann E. Bulkley recommends the Company seek a 10.6% ROE  
4 based on her analysis; however, the Company is utilizing 10.4%.

5 **Q. PLEASE DESCRIBE HOW THE COMPANY IS PROPOSING TO DEPRECIATE THE**  
6 **NEW COMBUSTION TURBINES AND THE POSEY SOLAR PLANT.**

7 A. CEI South is not seeking to implement the depreciation rates as recommended by Mr.  
8 Spanos for the CTs or Posey Solar. Instead, in an effort to further mitigate the rate  
9 impact for customers, CEI South is proposing to continue to use the depreciation rates  
10 that were approved for the CTs in Cause No. 45564, and the depreciation rates that  
11 were approved for Posey Solar in Cause No. 45847. Collectively this lowers the  
12 revenue requirement by approximately \$5.5 million.

13 **Q. DO YOU PLAN TO CONTINUE TO SELL RENEWABLE ENERGY CREDITS ON**  
14 **BEHALF OF CUSTOMERS TO REDUCE CUSTOMER BILLS?**

15 A. Yes. Proceeds will continue to flow back to customers in the CECA mechanism,  
16 described further below in relation to the proposed Green Energy Rider.

17 **Q. HAS THE COMPANY PERFORMED A BILL COMPARISON AS REQUIRED IN GAO**  
18 **2020-05?**

19 A. Yes. The bill comparison is provided in Petitioner’s Exhibit No. 19, Attachment MAR-  
20 **4** – GAO 2020-05 Bill Comparison.

21 **Q. WHAT ARE THE TOTAL ESTIMATED RESIDENTIAL BILL IMPACTS BETWEEN**  
22 **DECEMBER 1, 2023 AND THE END OF THE 2025 TEST YEAR?**

23 A. **Table MAR-2**, below, shows the GAO 2020-05 Bill comparison for Residential Service  
24 (“RS”)-standard and RS-transitional<sup>4</sup> customers (formerly known as Electric Heat rate  
25 customers) based on expected 2025 average monthly use per customer in each class.

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<sup>4</sup> Residential-standard customers primarily heat their homes with natural gas, while Residential-transitional customers heat with electric.

**Table MAR-2 – Residential Customer Bill Impact Based On Average Use Per Customer**

Rate	2023 Average Use Per Customer	Dec. 1, 2023	End of 2025 Test Year	Difference
Standard	799	\$154.02	\$201.26	\$47.24
Transitional	1,129	\$178.48	\$241.81	\$63.33

1 Q. **WHAT ARE THE TOTAL ESTIMATED RESIDENTIAL BILL IMPACTS BETWEEN**  
 2 **DECEMBER 1, 2023 AND THE END OF THE 2025 TEST YEAR USING THE**  
 3 **TRADITIONAL BENCHMARK OF 1,000 KWH?**

4 A. The average RS-standard customer uses twenty percent less energy than the  
 5 traditional 1,000 kWh benchmark, and the RS-transitional customer uses about 13%  
 6 more energy than the traditional 1,000 kWh benchmark. **Table MAR-3** below shows  
 7 the benchmark amounts for comparison purposes only; it is not representative of what  
 8 the average CEI South residential customer uses.

**Table MAR-3 – Residential Customer Bill Impact Based On 1,000 kWh Benchmark**

Rate	1,000 kWh Benchmark	Dec. 1, 2023	End of 2025 Test Year	Difference
Standard	1,000	\$188.41	\$246.05	\$57.64
Transitional	1,000	\$160.08	\$216.83	\$56.75

9 Q. **DO THESE BILL COMPARISONS SHOW ONLY THE CUSTOMER IMPACT FROM**  
 10 **THE RELIEF REQUESTED IN THIS CASE?**

11 A. No. These Bills include all riders and changes that are unaffected by this case. As  
 12 explained by Witness Behme, CEI South has attempted in this case to isolate the  
 13 impact on rates arising solely from this case by comparing customer rates to what they  
 14 would have been had this case not been filed. For the effect on rates resulting solely  
 15 from the relief requested in this case, please see Petitioner’s Exhibit No. 20, **Schedule**  
 16 **E-5**, which I will describe later in my testimony.

1 **IV. TAX ADJUSTMENT RIDER**

2 **Q. IS CEI SOUTH PROPOSING ANY NEW RIDERS?**

3 A. Yes, CEI South is proposing a Tax Adjustment Rider (“TAR”). Illustrative schedules for  
4 the proposed TAR are set forth in Petitioner’s Exhibit No. 19, Attachment MAR-5.

5 **Q. PLEASE BRIEFLY SUMMARIZE THE NEW TAR.**

6 A. CEI South is proposing to move two tax adjustments that are already approved to be  
7 reflected in riders to the new TAR. Then the Company seeks to expand the newly  
8 consolidated TAR to reflect two additional adjustments, the corporate alternative  
9 minimum tax (“CAMT”) and the amortization of Indiana state excess accumulated  
10 deferred income taxes (“EADIT”). As I explain below, the Company has already been  
11 authorized to adjust the CECA to reflect Production Tax Credits (“PTCs”) associated  
12 with certain renewable projects. Petitioner’s Witness Jennifer K. Story explains the  
13 Inflation Reduction Act (“IRA”) extended PTCs to solar resources while also extending  
14 the period for which wind resources could receive PTCs. To fund these tax savings,  
15 the IRA included the new CAMT. As explained by Witness Story, payment of the CAMT  
16 creates a CAMT carryforward, which is a deferred tax asset. The Company’s proposal  
17 is that beginning with the year following the test year, the creation of new CAMT  
18 carryforward will be reflected in the TAR by multiplying the new carryforward by the  
19 Company’s Weighted Average Cost of Capital from this rate case.

20 **Q. PLEASE DESCRIBE THE EXISTING AND ALREADY APPROVED TAX**  
21 **ADJUSTMENT MECHANISMS THAT WILL BE CONSOLIDATED INTO THE TAR.**

22 A. With respect to the first tax adjustment, presently, the Company is passing back to  
23 customers, through the TDSIC, the EADIT from the Tax Cuts and Jobs Act, as  
24 provided in Cause No. 45032 S21. In addition, pursuant to the Commission’s Order in  
25 Cause No. 45722, the amortization for EADIT associated with the retired Brown Units  
26 was modified to correspond to the term of the Securitization Bonds. Related to the  
27 second tax adjustment, the Orders in Cause Nos. 45836 and 45847 authorized CEI  
28 South to use its annual CECA filings to reflect PTCs associated with these two  
29 renewable projects, to the extent the PTCs differ from the amount reflected in base  
30 rates. The Company is proposing to reflect this federal EADIT and PTCs in the new  
31 TAR. We are also proposing to include the State EADIT (proposed to be amortized  
32 over five years) through the TAR as well. While the State EADIT has not previously

1           been proposed for an abbreviated amortization period, it is similar to the federal  
2           EADIT.

3       **Q.     ARE THERE ANY OTHER ASPECTS OF THE PROPOSED TAR?**

4       A.     Yes. To the extent the proposed TAR is approved, we would seek that the earnings  
5           test for purposes of Ind. Code § 8-1-2-42(d)(3) be updated to reflect the additional  
6           return from inclusion of the CAMT.

7       **V.     TIME-OF-USE RATE (“TOU”) WITH CRITICAL PEAK PRICING (“CPP”) PILOT**

8       **Q.     WHAT IS CPP?**

9       A.     Critical peak pricing is a program that could allow for more efficient utilization of CEI  
10           South’s system, providing a tool to help manage peak loads during hours of highest  
11           usage and provide customers with an opportunity to lower their bills. This program  
12           may include multiple tiers of pricing with lower prices at off-peak times and higher  
13           prices at on-peak times. This structure provides an economic incentive for customers  
14           to shift load from on- to off-peak hours. In addition, during times when usage is  
15           expected to be at its highest, the utility will communicate with customers that a critical  
16           peak event will occur on the following day. During the event, the cost of energy will be  
17           elevated above the typical on-peak period pricing to provide more incentive for  
18           customers to shift load. This demand response-like component of the program, a CPP  
19           event, requires the customer to respond to the elevated price to be successful.

20       **Q.     IS CEI SOUTH CONSIDERING CPP FOR ITS CUSTOMERS?**

21       A.     Yes. CEI South would like to provide a tool to keep electricity service affordable for  
22           customers in the short term and the long term. CEI South designed the TOU rate to  
23           give customers the opportunity to reduce their bills. Specifically, the off-peak period  
24           rate will be below the standard residential rate. As such, an enrolled customer that  
25           consumes a significant portion of their energy in off-peak hours or shifts some of their  
26           consumption from on-peak to off-peak hours is likely to realize bill savings. As  
27           described below, a goal of the pilot program will be to evaluate what enrollees saved  
28           in the program on bills. Additionally, should this tool prove to be effective, CEI South  
29           may utilize a CPP program to help offset the need for new generating resources.  
30           Shifting customer load to off-peak hours to more efficiently utilizes resources.

1 **Q. HAVE CEI SOUTH STAKEHOLDERS REQUESTED A TOU PROGRAM?**

2 A. Yes. CEI South has received requests from IRP stakeholders to offer customers a  
3 TOU program. With the implementation of the Advanced Metering Infrastructure  
4 (“AMI”) system, described by Witness Amy L. Folz, CEI South now has a metering  
5 system that helps enable this rate structure.

6 **Q. DO YOU RECOMMEND PROVIDING THIS PROGRAM TO ALL CUSTOMERS  
7 INITIALLY?**

8 A. No. CEI South is requesting a pilot program for residential customers to better  
9 understand potential benefits of a full program, while allowing CEI South to build  
10 effective communication tools to help ensure future success of the program.  
11 Additionally, implementing with a subset of customers helps ensure systems are  
12 working properly upon full roll out.

13 **Q. PLEASE DESCRIBE THE ELIGIBILITY REQUIREMENTS FOR THE CPP PILOT.**

14 A. In order to make it easier for customers to shift loads from on-peak to off-peak periods,  
15 CEI South will encourage residential customers who would like to enroll in the pilot to  
16 have a Wi-Fi enabled thermostat. Enrollment in the pilot will be capped at 500  
17 participants to provide evaluators with a sufficient sample size for assessing the  
18 electricity demand impacts, participant experience, and pilot cost-effectiveness and to  
19 obtain useful insights for CEI South program administrators. This proposed sample  
20 size assumes an approximate 10% attrition in the participant population per year due  
21 to participant unenrollment and changing of residences.

22 To be eligible for the pilot, a residential customer must have at least one year of  
23 automated meter data at the current service address at the time of registration.  
24 Furthermore, residential customers receiving service under a demand response tariff;  
25 Summer Cycler or Thermostat Load Control will not be eligible for service under RS-  
26 CPP.

27 At the time of enrollment, customers must provide CEI South with a mobile phone  
28 number and consent to receive notifications of CPP events. If, in addition, a customer  
29 provides an email address, the Company will notify the customer through both  
30 channels.

1 **Q. HOW WILL CEI SOUTH INCENT CUSTOMERS TO PARTICIPATE IN THE PILOT?**

2 A. Enrolled customers will receive a one-time incentive of \$75 for enrolling in the pilot  
3 subject to CEI South’s verification of their eligibility.

4 **Q. MAY CUSTOMERS UNENROLL IN THE PILOT?**

5 A. Yes. After enrolling, participants may unenroll for any reason; however, they will not  
6 be eligible to receive service under the RS-CPP schedule for one year from the  
7 unenrollment date.

8 **Q. WILL THERE BE ANY PROTECTIONS FOR CUSTOMERS FROM THE POTENTIAL  
9 FOR INCREASED BILLS?**

10 A. CEI South will make customer education a key component of the program, including  
11 on-going communications meant to increase customer engagement to help customers  
12 realize bill savings. Additionally, customers will be encouraged to have a  
13 programmable or Wi-Fi enabled thermostat and, as previously mentioned, must be  
14 willing to accept text messages. If the customer receives a communication that a CPP  
15 event is going to take place the next day, they will be able to plan their energy  
16 consumption, including adjusting their thermostat (those with a Wi-Fi enabled  
17 thermostat may adjust it from anywhere with cell phone or Wi-Fi coverage). Also,  
18 participants may unenroll for any reason.<sup>5</sup> Finally, the \$75 incentive may be used to  
19 offset a bill that may be higher than the standard rate if load is not sufficiently shifted  
20 to off-peak hours.

21 **Q. WHAT ARE THE GOALS FOR THE CPP PILOT?**

22 A. CEI South anticipates a future with high levels of renewable energy resources on its  
23 system and growing electrification of residential end uses, which means in the future  
24 CEI South will likely need price signals to communicate relative scarcity and  
25 abundance of power on the grid. The RS-CPP pilot is intended to help CEI South better  
26 assess the potential use cases and cost-effectiveness of TOU rates, like CPP, for  
27 managing residential electricity demand and the extent to which customers will  
28 embrace time-varying rates.

29 More specifically, CEI South’s goals for the RS-CPP pilot will be the following:

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<sup>5</sup> A customer that unenrolls will not be eligible to receive service under the RS-CPP schedule for one year from the unenrollment date.

- 1 a. Gauge residential customer interest in time-varying pricing, determine  
 2 expected participation rates, and gain an understanding of CEI South’s likely  
 3 marketing costs to enroll customers.
- 4 b. Learn the electricity demand and energy impacts of the TOU rate and CPP  
 5 events, including the following:
- 6 i. The average reduction in electricity demand per participant during the  
 7 TOU rate on-peak period and the average increase in electricity  
 8 demand per participant during the TOU rate off-peak period,
- 9 ii. The average impact of CPP events on electricity demand per  
 10 participant before, during, and after CPP events,
- 11 iii. The impact of the CPP events on the participant’s energy consumption,
- 12 iv. The impact of the TOU rate on participant energy consumption, and
- 13 v. To the extent possible given the small size of the pilot, whether the  
 14 demand or energy impacts vary significantly by customer  
 15 demographics, home type, or availability of different enabling  
 16 technologies such as smart thermostats.
- 17 c. Learn the impacts of the TOU rates and CPP events on participant customer  
 18 bills and whether the bill savings are commensurate with or exceed the cost to  
 19 participants of attempting to shift their loads to lower priced periods.
- 20 d. Learn the avoided demand and energy costs and other non-energy benefits  
 21 from the pilot as well as the likely cost-effectiveness of TOU rates with CPP.

22 **Q. WHAT ARE THE ESTIMATED COSTS OF THE CPP PILOT?**

23 CEI South’s best estimate to start and implement this pilot is approximately \$1.75  
 24 million, shown in **Table MAR-4**, below. The largest costs associated with the project  
 25 are related to IT, billing infrastructure, and customer messaging set up. Witness  
 26 Ronald W. Bahr describes how this cost estimate for one-time IT billing infrastructure  
 27 set-up was derived. Ms. Behme supports CEI South’s request to create a regulatory  
 28 asset to track expenses related to this pilot to be deferred until the next rate case.

**Table MAR-4 – CPP Pilot Estimate**

Pilot Start-Up	Capital	Expense	Total Estimated Cost
IT and Billing Infrastructure Setup	\$679,680	\$169,920	\$849,600
Marketing and Educational Materials		\$30,000	\$30,000
Customer Messaging Setup (email and SMS)	\$236,160	\$59,040	\$295,200

Enrollment Incentives (500 customers)		\$37,500	\$37,500
Customer Service Setup and Training		\$14,493	\$14,493
<b>Pilot Start-Up Total</b>	<b>\$915,840</b>	<b>\$310,953</b>	<b>\$1,226,793</b>
<b>Pilot Implementation (2-Year Duration)</b>	<b>Capital</b>	<b>Expense</b>	<b>Total Estimated Cost</b>
Ongoing IT Support and Billing Calculations		\$169,920	\$169,920
Ongoing Educational and Engagement Materials		\$20,000	\$20,000
Ongoing Customer Messaging (email and SMS)		\$59,040	\$59,040
Ongoing Customer Service		\$13,553	\$13,553
<b>Pilot Implementation Total</b>	<b>\$0</b>	<b>\$262,513</b>	<b>\$262,513</b>
<b>Evaluation (1-Year Duration)</b>	<b>Capital</b>	<b>Expense</b>	<b>Total Estimated Cost</b>
Impact Evaluation - research design and project mgmt.		\$18,000	\$18,000
Impact Evaluation - comparison group construction		\$6,000	\$6,000
Impact Evaluation - kW impact analysis		\$15,000	\$15,000
Impact Evaluation - energy savings analysis		\$14,000	\$14,000
Impact Evaluation - bill savings analysis		\$12,000	\$12,000
Impact Evaluation - reporting and presentations		\$16,000	\$16,000
Process Evaluation - research design and project mgmt.		\$8,000	\$8,000
Process Evaluation - staff interviews & materials review		\$6,000	\$6,000
Process Evaluation - 1 enrollment survey		\$8,000	\$8,000
Process Evaluation - 1 event survey		\$10,000	\$10,000
Process Evaluation - 1 end-of-season survey		\$11,000	\$11,000
Process Evaluation - reporting and presentations		\$16,000	\$16,000
<b>Evaluation Total</b>	<b>\$0</b>	<b>\$140,000</b>	<b>\$140,000</b>
Year-2 evaluation (assume 50% of Year 1 cost)	\$0	\$70,000	\$70,000
<b>Rate Development Study</b>	<b>Capital</b>	<b>Expense</b>	<b>Total Estimated Cost</b>
Task 1 – Kickoff Meetings and Project Alignment		\$8,976	\$8,976
Task 2 – Cost-based Analysis of Critical Peak Pricing Rate		\$31,559	\$31,559
Task 3 – Prepare Report & Exhibits		\$14,762	\$14,762
<b>Total Rate Development</b>	<b>\$0</b>	<b>\$55,297</b>	<b>\$55,297</b>
<b>Grand Total with Year-1 Evaluation</b>	<b>\$915,840</b>	<b>\$768,762</b>	<b>\$1,684,602</b>
<b>Grand Total with Year-2 Evaluation Included</b>	<b>\$915,840</b>	<b>\$838,762</b>	<b>\$1,754,602</b>

- 1 Q. **WHAT COMPANY WOULD PERFORM THE EVALUATION?**
- 2 A. CEI South worked with Cadmus to design the program; they would perform the
- 3 evaluation on the back end.

1 **Q. PLEASE DESCRIBE THE RATES CUSTOMERS WOULD BE CHARGED.**

2 A. CEI South will design a TOU rate to be simple for customers to follow and to encourage  
 3 load-shifting from on-peak period hours when the utility’s cost of supplying electricity  
 4 is generally highest. The TOU estimate includes approximately \$55,000 to develop the  
 5 CPP Rate. CEI South worked with Witness John D. Taylor to provide an indicative rate  
 6 for this case using an industry ratio of approximately 4 to 1 for the peak period to off-  
 7 peak period price. The TOU rate will provide a strong incentive for participants to shift  
 8 load to the off-peak period. Industry benchmarking of TOU rate impacts suggests this  
 9 price ratio should elicit an approximate 10% reduction in peak period electricity  
 10 demand if the participant does not have enabling technology (e.g., an in-home display  
 11 or a programmable or smart thermostat) and a 25% reduction with enabling  
 12 technology. Furthermore, as the indicative TOU rate has only two daily pricing periods,  
 13 participants will face a maximum of three marginal price changes, making the rate  
 14 easy for participants to understand and track. **Table MAR-5**, below, shows the  
 15 indicative summer TOU rate period definitions, the unit energy charges for the  
 16 indicative TOU rate off-peak period and on-peak periods. It also shows the unit energy  
 17 price during CPP events.

**Table MAR-5 – CPP Indicative Rates**

Winter (Dec-Feb)	Billing Hours	Rates
Monthly Service Charge		\$23.20
Energy Charge	N/A	\$0.16720
Critical Peak Hours	When notified	\$0.56429

Summer (Mar-Sept)		
<b>Monthly Service Charge</b>		\$23.20
		Energy Charge \$/kWh
Off-Peak (Low)- Energy charge	7:00pm to 1:00pm CST & weekends	\$0.07054
Peak (Mid) Energy charge	1:00pm to 7:00pm CST	\$0.28214
Critical Peak Hours	When notified	\$0.56429

18 During the winter months (December – February), CEI South could still call a CPP  
 19 event; however, there is no differentiation between on peak and off-peak pricing, as  
 20 shown in Petitioner’s Exhibit No. 19, **Attachment MAR-3** Indicative Rate RS-CPP  
 21 Tariff Sheet.

1 **Q. WILL INTERESTED PARTIES HAVE AN OPPORTUNITY TO REVIEW THE FINAL**  
2 **TOU AND CPP RATES?**

3 A. Yes. If CEI South is approved to create this pilot, the Company will file a request in a  
4 separate proceeding for approval of final TOU and CPP rates.

5 **VI. RATE CLASSIFICATIONS**

6 **Q. WHAT CHANGES TO THE RATE SCHEDULES ARE BEING PROPOSED?**

7 A. CEI South is proposing a number of changes to its Rate Schedules, described further  
8 below.

9 **Q. PLEASE DESCRIBE THE STRUCTURE OF THE PROPOSED RATE SCHEDULES**  
10 **AND ANY CHANGES FROM THE PRESENT.**

11 A. The following sections describe CEI South’s proposed changes to the electric rate  
12 structure by rate schedule. The results of these proposed changes to the rate schedule  
13 structure are reflected in the appropriate sheets of the Company’s proposed Tariff in  
14 **Attachment MAR-1**, Proposed Tariff for Electric Service and **Attachment MAR-2**,  
15 Proposed Tariff for Electric Service (redline). Note that some rate structures do not  
16 change. Below, I’ve included a description only where significant changes are  
17 proposed.

18 **Residential Standard**

19 **Q. IS CEI SOUTH PROPOSING ANY CHANGES TO THE RATE SCHEDULE**  
20 **STRUCTURE FOR RESIDENTIAL SERVICE (“RS”) STANDARD CUSTOMERS?**

21 A. No. CEI South is proposing that RS-standard customer structure remain the same.  
22 The only difference to the proposed tariff is the treatment of RS-transitional customers;  
23 described further below.

24 **Residential Transitional**

25 **Q. IS CEI SOUTH PROPOSING ANY CHANGES TO THE RATE SCHEDULE**  
26 **STRUCTURE FOR THE RS -TRANSITIONAL CUSTOMER RATE (“RATE RS-**

1           **TRANSITIONAL”), FORMERLY KNOWN AS ELECTRIC HEAT RATE (“RATE**  
2           **EH”)?**

3           A.     Yes. CEI South’s last rate case order (“43839 Order”) provided guidance on changes  
4           to rate schedule structure for this customer class. The Commission found the following:

5                     Terminating the availability of Rate RS-Transition[a] (now Rate EH)  
6                     and [Off-Season Service (“Rate OSS”)] beginning one year from the  
7                     effective date of new rates is reasonable to allow current installation  
8                     plans to proceed while eliminating discounts from standard rates for  
9                     space heating customers who have not yet made such installation  
10                    plans. Rather than establish at this time a fixed transition plan to  
11                    gradually move these customers to RS-Standard or [Demand  
12                    General Service (“Rate DGS”)] rates, we find the Company should  
13                    file for the Commission’s consideration within two years of the date  
14                    of this order rate design analyses for both Rate RS and Rate OSS  
15                    that provide revenue neutral transition plans and any required  
16                    alterations to the rates of the standard customers on these rate  
17                    schedules.<sup>6</sup>

18          **Q.     DID THE COMPANY FILE A RATE DESIGN ANALYSIS FOR BOTH RS AND OFF-**  
19          **SEASON SERVICE (“RATE OSS”) THAT PROVIDES A TRANSITION PLAN**  
20          **WITHIN TWO YEARS OF THE ORDER IN 43839?**

21          A.     Yes. However, CEI South noted that the Commission’s final Order did not preclude  
22          delaying a space heating rate transition until the Company’s next base rate case. The  
23          Commission’s Order called for a revenue neutral transition plan, which is best  
24          addressed within the context of a general rate case. CEI South also noted that a  
25          transition within a rate case will allow interested parties a greater opportunity to  
26          evaluate the plan, and if necessary, present design alternatives impacting customers.

27          **Q.     PLEASE DESCRIBE THE CURRENT RATE RS – TRANSITIONAL RATE,**  
28          **FORMERLY CALLED RATE EH.**

29          A.     CEI South closed Rate EH to new customers following the 43839 Order. The rate has  
30          remained open for existing premises that received service under then Rate EH  
31          (“Transitional customers”) as of May 3, 2011, or which was attached to the Company’s  
32          distribution system on or before May 3, 2012. In other words, Rate EH structure has  
33          remained in place for existing RS-transitional Customers since Order issuance in the  
34          last rate case. The RS-transitional Rate consists of residential customers who  
35          exclusively use electric equipment for space heating. They account for about 22% of

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<sup>6</sup> *S. Ind. Gas and Electric Co.*, Cause No. 43839, p. 76 (IURC Apr. 27, 2011).

1 all residential customers. The large majority of the Company’s other residential  
2 customers on RS-standard are non-electric space heating customers. Rate EH was  
3 established many years ago to promote electric space heating. Transitional customers  
4 currently pay 1.96 cents less per kilowatt-hour (“kWh”) for the first 1,000 kWh than  
5 standard customers. During the summer, these customers pay 4.16 cents less than  
6 standard customers for all kWh over 1,000 kWh used during the months of June  
7 through September and 5.43 cents less than standard customers for all kWh over  
8 1,000 kWh used during the months of October through May.

9 **Q. WHY DID CEI SOUTH ORIGINALLY PROPOSE TO CLOSE RATE EH AND RATE**  
10 **OSS?**

11 A. These rates date to the 1970s to promote the efficient use coal generators in the  
12 winter. At that time, there was a large reserve margin in the winter. The declining block  
13 rate design for transitional customers encourages energy usage because the price of  
14 electricity goes down after the first 1,000 kWh. In other words, there is less economic  
15 incentive to reduce consumption at the lower second tier rate. These rates were closed  
16 to new customers to promote energy conservation and reduce CO<sub>2</sub> emissions.

17 **Q. ARE THERE OTHER REASONS TO MERGE RS-TRANSITIONAL CUSTOMERS**  
18 **INTO THE RS-STANDARD CUSTOMER RS RATE?**

19 A. Yes. This rate does not make sense in the long term as Midcontinent Independent  
20 System Operator (“MISO”) has implemented seasonal accreditation of generating  
21 resources largely to ensure reliability in the winter season when solar resources are  
22 projected to receive little to no capacity credit. As such, CEI South does not expect to  
23 continue to have large reserve margins in the winter. A new design is needed to help  
24 eliminate the economic incentive to use more energy during these months, thereby  
25 helping lower peak usage in the summer and winter months.

26 **Q. WHAT IS CEI SOUTH PROPOSING FOR THE RS-TRANSITIONAL RATE IN THIS**  
27 **CASE?**

28 A. CEI South proposes to include a discounted RS-transitional rate that remains flat  
29 throughout the year. It will simplify the rate structure and promote the efficient use of  
30 energy by eliminating the declining block energy charge for Transitional customers. As  
31 described by Witness Taylor, it is not feasible to fully move Transitional customers to

1 the standard electric rate because it would cause a large increase in these customers’  
2 bills.

3 **Q. HOW DO YOU PROPOSE COMMUNICATING WITH CUSTOMERS THAT THE**  
4 **RESIDENTIAL-TRANSITIONAL RATE WILL BE CLOSED OUT OVER TIME?**

5 A. CEI South will send targeted communications to transitional customers via bill  
6 inserts/onserts, and e-mail to existing Transitional customers on this rate to educate  
7 them on the changes to the rate structure and make them aware of energy efficiency  
8 (“EE”) options that may help them better manage their energy usage and help them  
9 understand the long-term merge into RS-standard rates so that they can take this  
10 information into consideration as they make long-term decisions on investments to  
11 their homes.

12 **Rate OSS**

13 **Q. IS CEI SOUTH PROPOSING ANY CHANGES TO THE RATE SCHEDULE**  
14 **STRUCTURE FOR RATE OSS?**

15 A. Yes. The 43839 Order provided guidance on rate schedule structure changes for this  
16 customer class. CEI South is proposing to set the Demand rate the same as DGS-1  
17 to bring the OSS rate more in line with the DGS.

18 **Q. WHAT DID THE COMMISSION INCLUDE IN THE 43839 ORDER WITH REGARD**  
19 **TO RATE OSS?**

20 A. Like the former residential Rate EH, the 43839 Order allowed for Rate OSS to be  
21 closed to new customers. It also called for a revenue neutral plan to align this rate to  
22 Rate DGS. Customers currently on Rate OSS are commercial customers that  
23 exclusively use electrical equipment for space heating. Rate OSS customers have the  
24 same facilities charge as Rate DGS customers with a prior year maximum demand of  
25 up to and including 70 kilowatts (“kW”) (“Rate DGS-1”), but the demand charge is  
26 \$0.437 lower per kW and the energy charge is lower than the first two blocks of Rate  
27 DGS: (1) by 2.78 cents per kWh for the first 1,000 kWh; and (2) by 1.02 cents per kWh  
28 for the next 14,000 kWh per month. Based on the Cost-of-Service study, discussed  
29 further by Mr. Taylor, Rate DGS customers will receive among the lowest proposed  
30 increases of all customer classes.

1 **Q. WHAT IS CEI SOUTH PROPOSING FOR RATE OSS IN THIS CASE?**

2 A. CEI South is proposing to align the Rate OSS demand charge with Rate DGS as an  
3 interim step in aligning the two rates. This simple step helps to gradually bring Rate  
4 OSS customers closer to Rate DGS.

5 **Large Power Service (“Rate LP”)**

6 **Q. PLEASE DESCRIBE ANY RATE SCHEDULE STRUCTURE CHANGES FOR RATE**  
7 **LP.**

8 A. There are no proposed structural changes to Rate LP; however, CEI South is  
9 proposing to make Rider EDG applicable to eligible LP customers.

10 **Base, Backup, and Maintenance Power Services (“Rate BAMP”)**

11 **Q. PLEASE DESCRIBE ANY RATE SCHEDULE STRUCTURE CHANGES FOR RATE**  
12 **BAMP.**

13 A. CEI South is proposing a significant update to Rate BAMP, formerly known as Backup,  
14 Auxiliary, and Maintenance Power Services, including updating the name to Base,  
15 Backup, and Maintenance. There are three main influences in the update of Rate  
16 BAMP. First, a better differentiation between firm and non-firm for both Rate BAMP  
17 transmission and distribution services was clarified. Second, Rate BAMP was adjusted  
18 to reflect backup on a daily basis, rather than monthly. Third, Rate BAMP now points  
19 to MISO’s Cost of New Entry (“CONE”) to provide a more appropriate price signal for  
20 capacity.

21 **Q. WHAT PROCESS HAS LED TO THE CHANGES IN RATE BAMP?**

22 A. As described by Witness Justin Forshey, the proposed changes reflected in the tariff  
23 take into consideration customer input, practical experience, market research on other  
24 backup tariffs, and cost to serve.

25 **Q. PLEASE DESCRIBE THE ADJUSTMENTS TO CLARIFY WHAT FIRM AND NON-**  
26 **FIRM SERVICE ARE.**

27 A. Customers that require firm transmission and distribution service receive  
28 instantaneous backup without a break in electrical service. Interruptible customers  
29 have a minimum of one hour between a trip event and restoration of service.

1 **Q. WHY IS CEI SOUTH PROPOSING TO BILL ON A DAILY BASIS RATHER THAN**  
2 **MONTHLY?**

3 A. When backup events occur, these events tend to occur over days and not months. As  
4 such, CEI South is proposing to bill customers in a way that is more reflective of how  
5 co-generation equipment operates.

6 **Q. PLEASE DESCRIBE WHY THE COMPANY IS PROPOSING TO MOVE TO MISO’S**  
7 **CONE FOR BAMP GENERATION CAPACITY.**

8 A. The generation capacity used to supply the Backup Service provided by Rate BAMP  
9 is incremental by its nature. CEI South is located in MISO’s Zone 6. MISO’s Zone-  
10 specific CONE rate represents the generation capacity cost of the newest generation  
11 combustion turbine unit within a particular MISO geographical area. CEI South does  
12 not include Rate BAMP backup kW in its generation plan or reserve planning.  
13 Therefore, assigning a specific CEI South generation capacity amount to Rate BAMP  
14 does not make sense. Rate BAMP customers benefit by being able to pay generation  
15 capacity “rent” by the day, only when needed, and without prior notice for what is a  
16 year-round fixed cost for non-Rate BAMP customers.

17 **Q. HOW ARE RATE BAMP BACKUP ENERGY SERVICES CHARGED?**

18 A. A Rate BAMP customer has the choice to buy-through a trip event and pay the real-  
19 time available MISO Locational Marginal Price for Backup Energy or reduce load and  
20 pay no Backup Energy charges.

21 **Q. WILL THE CHANGES RESULT IN BETTER ALIGNMENT OF RATE BAMP**  
22 **REVENUE AND COST CAUSATION?**

23 A. Yes. It is expected that these changes will better match Rate BAMP revenue with cost.  
24 The Rate BAMP transmission and distribution rates are subcomponents of other rate  
25 schedules that were updated in the Cost-Of-Service study provided by Witness Taylor.  
26 As I mentioned earlier, capacity cost is based on MISO’s CONE, which is updated  
27 annually to reflect current incremental generation cost. CEI South adds Administration  
28 & General to CONE at 10% to fully functionalize this cost, consistent with other base  
29 rate figures in the tariff.

1 **Q. ARE THE REVISIONS TO RATE BAMP REASONABLE?**

2 A. Yes. As I explained earlier in my testimony, the changes take into consideration  
3 customer input, practical experience, market research on other backup tariffs, and cost  
4 to serve.

5 **Q. IS CEI SOUTH PROPOSING A SHARING MECHANISM RELATIVE TO RATE  
6 BAMP FIXED COST RECOVERY?**

7 A. Yes, CEI South is proposing to place in base rates \$4,557,012 of backup charges and  
8 place variances from the base backup rates in the Reliability Cost and Revenue  
9 Adjustment (“RCRA”) for capacity and the MISO Cost and Revenue Adjustment  
10 (“MCRA”) for transmission variances.

11 **Q. WHY IS CEI SOUTH RECOMMENDING A SHARING MECHANISM?**

12 A. As described by Mr. Taylor, backup events are not predictable and are therefore  
13 volatile. As such, backup revenues are, by definition, not consistent. Since Rate BAMP  
14 backup charges are based on the infrequent occurrence of generators failing to  
15 operate, and moving to billing events on a daily basis increases volatility, CEI South is  
16 proposing to include backup charges of \$201,960 for capacity and \$4,355,052 for  
17 transmission. Any variance from these amounts would be either passed back or  
18 charged to other customers through the RCRA for capacity and MCRA for  
19 transmission.

20 **VII. TARIFF DEFINITIONS**

21 **Q. HOW IS THE TARIFF ORGANIZED?**

22 A. The major areas of the Tariff include Definitions, Rate Schedules, Riders,  
23 Adjustments, and General Terms and Conditions.

24 **Q. WHAT CHANGES TO CURRENTLY APPROVED DEFINITIONS ON SHEET NO. 3  
25 ARE BEING PROPOSED BY CEI SOUTH?**

26 A. CEI South is proposing very minor adjustments to the definitions on Sheet No. 3 for  
27 Curtailment Period to reflect the fact that CEI South will curtail in accordance with  
28 MISO’s instructions. Additionally, a minor clarification was added to Fixed Cost  
29 Revenues.

1 **Q. DOES THE COMPANY PROPOSE ANY NEW DEFINITIONS?**

2 A. Yes. CEI South is proposing to add one new definition to Sheet No. 3. “Distributed  
3 Energy Resources” was added, referring to Net Metering Rider (“Rider NM”) and Rider  
4 EDG, which have both been added to the tariff since the last rate case.

5 **VIII. TARIFF RATE SCHEDULES**

6 **Q. PLEASE DESCRIBE ATTACHMENT MAR-1: PROPOSED TARIFF FOR ELECTRIC  
7 SERVICE AND ATTACHMENT MAR-2: PROPOSED TARIFF FOR ELECTRIC  
8 SERVICE (REDLINE VERSION).**

9 A. Included in Petitioner’s Exhibits No. 19, **Attachment MAR-1** and **Attachment MAR-2**  
10 are clean and redline versions of the Rate Schedules, with the redlines indicating  
11 changes from Phase 3 rates proposed in this proceeding.

12 **IX. APPENDICES AND RIDERS**

13 **Q. IS CEI SOUTH PROPOSING ANY NEW RIDERS?**

14 A. Yes. CEI South is proposing four new riders: Tax Adjustment Rider (“TAR”) (described  
15 earlier in my testimony), Thermostat Load Control Rider (“Rider TLC”), Green Energy  
16 Rider (“Rider GE”), and Rider Aggregation Demand Response Rider (“Rider ADR”).

17 **Q. IS THE COMPANY ELIMINATING ANY RIDERS?**

18 A. Yes. Appendix G, Securitization Rate Reduction (“SRR”) was a temporary rider  
19 established in Cause No. 45722. The rider provided customers with a credit for A.B.  
20 Brown Net Plant. Since net plant associated with the securitization of A.B. Brown will  
21 no longer be in rate base following an order in this case, this rider is no longer needed.

22 **Q. IS THE COMPANY PROPOSING TO CLOSE ANY RIDERS OUT TO NEW  
23 CUSTOMERS?**

24 A. Yes. CEI South is proposing to close the current Direct Load Control Rider (“Rider  
25 DLC”) to new customers, discussed further below.

26 **Q. PLEASE DESCRIBE RIDER GE.**

27 A. RECs are produced for every megawatt-hour (“MWh”) generated from renewable  
28 resources. Rider GE will allow eligible CEI South customers to purchase up to 85% of

1 RECs that are received for generation produced by CEI South’s renewable generating  
2 resources – both those that CEI South owns as well as those for which CEI South has  
3 a PPA – provided the resources are registered with Midwest Renewable Energy  
4 Tracking System (“M-RETS”). M-RETS enables CEI South to transfer RECs to  
5 participating customers. Between July 1 and January 15 each year, customers with a  
6 minimum annual usage of 5,000 MWh that wish to participate will sign up on CEI  
7 South’s website and request the volume of RECs needed. CEI South will use this  
8 information to allocate available RECs. Each month CEI South will sell 15% of the  
9 RECs into the M-RETS market, which will set the market price. Holding 15% in reserve  
10 helps ensure more RECs are not included within the program than are generated;  
11 additionally, these RECs will be sold into the M-RETS market. Each year, any variance  
12 to market prices will be reconciled and collected from or passed back to participating  
13 customers. In this way, the impact to other customer classes is neutral.

14 **Q. WHAT CUSTOMER CLASSES WOULD BE ELIGIBLE FOR RIDER GE?**

15 A. To the extent desired by its mostly Large and High Load Factor (“Rate HLF”)   
16 customers (“Large Electric”), CEI South proposes to sell RECs directly to these   
17 customer classes rather than sell to brokers in out-of-state markets as it currently does.

18 **Q. DID CEI SOUTH WORK WITH LARGE ELECTRIC CUSTOMERS TO DEVELOP**  
19 **THE PROPOSED RIDER GE?**

20 A. Yes. As described by Witness Forshey, CEI South’s Large Electric customers have   
21 expressed interest in partnering with CEI South on opportunities that would assist them   
22 in reaching their sustainability goals and have specifically expressed interest in a   
23 program like Rider GE that would allow CEI South to transfer RECs directly to Large   
24 Electric customers to help them improve their sustainability scores.

25 **Q. DID CEI SOUTH MEET WITH THE INDIANA OFFICE OF UTILITY CONSUMER**  
26 **COUNSELOR (“OUCC”) AND INTERESTED STAKEHOLDERS TO DISCUSS THE**  
27 **PROPOSAL 30 DAYS BEFORE FILING FOR THIS TARIFF AS REQUIRED IN THE**  
28 **SETTLEMENT IN CAUSE NO. 45754?**

29 A. Yes. Witness Forshey and I met virtually with the OUCC and Citizens Action Coalition   
30 of Indiana, Inc. (“CAC”) on October 24, 2023, to discuss the proposal. The CenterPoint   
31 Energy Indiana South Industrial Group (“Industrial Group”) was also offered an

1 opportunity to meet 30 days before filing for this tariff, but was not in a position to  
2 attend. CEI South has since shared the proposal with the Industrial Group.

3 **Q. IN WHAT MECHANISM IS CEI SOUTH PROPOSING TO INCLUDE RIDER GE?**

4 A. CEI South proposes to include schedules in the CECA mechanism. The Company is  
5 proposing to continue utilizing the CECA to pass back all proceeds associated with  
6 selling RECs to customers. Additional schedules will be included to show the breakout  
7 of RECs sold through Rider GE and those sold to the market. Additional schedules will  
8 also be used to reconcile any variance to market prices for customers participating in  
9 Rider GE, as shown in Petitioner’s Exhibit No. 19 Attachment MAR-6: Green Energy  
10 Rider Illustrative Schedules.

11 **Q. PLEASE DESCRIBE THE PROPOSED RIDER TLC.**

12 A. As described by Witness Forshey, CEI South is moving away from DLC switches that  
13 are currently installed on participating customers’ air conditioners to more modern  
14 smart thermostats to help shift customer load to off peak hours. Rider Thermostat Load  
15 Control will ultimately replace Rider DLC, which we are proposing to close to new  
16 customers. Rider TLC language is very similar to Rider DLC, with adjustments to  
17 reflect the updated technology. Additionally, language has been included on the  
18 number of events and months in which a Rider TLC customer may be called on to  
19 reduce load.

20 **Q. PLEASE DESCRIBE THE PROPOSED CHANGES TO THE ECONOMIC**  
21 **DEVELOPMENT RIDER (“RIDER ED”).**

22 A. As described by Witness Forshey, Rider ED was updated to help CEI South to simplify  
23 the tariff and become a leader in the utility space for offering creative and flexible  
24 economic development tools for future economic development opportunities. The  
25 current Rider ED includes two incentive levels, one for larger projects (at least 1,500  
26 kilovolt-amps (“kVA”)/kW) and one for smaller (at least 500 kVA/kW). CEI South  
27 proposes to instead combine the two levels and offer only one incentive level for  
28 projects at least 500 kVA/kW that result in capital investment at the customer’s  
29 establishment of \$1 million dollars and the creation of ten new full-time jobs at the  
30 same location. CEI South is proposing to extend the credit from 24 months to 36  
31 months and provide credit of up to \$4.50 per kVA/kW.

1 **Q. WHAT DEMAND RESPONSE OFFERINGS IS CEI SOUTH PROPOSING TO**  
2 **CHANGE?**

3 A. As discussed by Witness Forshey, pursuant to the Stipulation and Settlement  
4 Agreement approved by the Commission in Cause No. 45387 (the “45387 Settlement  
5 Agreement”), CEI South has been collaborating with the Demand Side Management  
6 (“DSM”) Oversight Board (“OSB”) to evaluate and update certain of its Demand  
7 Response offerings, namely the Interruptible Contract Rider (“Rider IC”) and the  
8 Interruptible Option Rider (“Rider IO”). While not part of the 45387 Settlement  
9 Agreement, the collaborative effort included proposing updates to CEI South’s the  
10 Load Modifying Resource (“LMR”) demand response offerings. Separately, CEI  
11 South’s subject matter experts also reviewed and made updates to its MISO Demand  
12 Response (DR) Rider (“Rider DR”). In general, updates were made to increase  
13 customers’ opportunity for revenue streams where it made sense, specifically widen  
14 the availability of demand response tariffs, provide more options to communicate with  
15 customers, and to align requirements with MISO’s Business Practice Manual (“BPM”)  
16 and tariff.

17 **Q. PLEASE DESCRIBE SIGNIFICANT UPDATES TO RIDER DR.**

18 A. CEI South is proposing to remove the requirement that there be a minimum of 1  
19 megawatt (“MW”) load reduction to participate in this program and replace it with a  
20 threshold of 100 kW minimum, consistent with Emergency Demand Response  
21 (“EDR”), which is allowed within this tariff. Additionally, language was updated around  
22 communications processes to include proper equipment to receive MISO dispatch  
23 signals.

24 **Q. PLEASE DESCRIBE SIGNIFICANT UPDATES TO RIDERS IC AND IO.**

25 A. These tariffs were updated to reflect MISO’s seasonal construct and expectations,  
26 which entails an associated increase in the number of interruptions the customer would  
27 be required to be available for annually. The amount of time per interruption was  
28 decreased to four consecutive hours per day. The amount of time to respond was  
29 increased from 10 minutes to 30 minutes. Metering requirements were added. Annual  
30 testing requirements and language around penalty for failure to interrupt were also  
31 included, consistent with MISO’s BPM. Additionally, the size requirement to participate  
32 in the Rider IO was decreased to 100 kW from 250 kW.

1 **Q. PLEASE DESCRIBE THE PROPOSED RIDER ADR.**

2 A. As part of the IRP stakeholder process, CEI South committed to evaluating the use of  
3 a third-party demand response aggregator to help partner with customers in shifting  
4 load to off peak hours. Witness Forshey also discusses the need for Rider ADR and  
5 the customer benefits associated with this new tool to provide needed capacity to  
6 support the generation transition. Rider ADR will allow customers to partner with an  
7 aggregator to successfully lower load during MISO events. It is available to commercial  
8 and industrial customers to provide interruptible load and receive incentive payments  
9 directly from the program administrator to help offset electric costs. The tariff will be  
10 available for customers to participate in year-round or seasonally. Dispatches will be  
11 limited to four consecutive hours per event.

12 **X. ADJUSTMENTS**

13 **Q. ARE ANY ADJUSTMENTS NECESSARY FOR THE FUEL ADJUSTMENT CLAUSE**  
14 **(“FAC”)?**

15 A. No significant changes were made to the FAC at this time. However, in a separate  
16 subdocket (Cause No. 45564 S1), CEI South will propose to include, within the FAC,  
17 costs related to the gas transportation service for the new CTs at A.B. Brown Power  
18 Plant, Units 5 and 6.

19 **Q. HOW DID THE COMMISSION ADDRESS THE ALLOCATION OF COSTS OF GAS**  
20 **TRANSPORTATION SERVICE IN CAUSE NO. 45564?**

21 A. As described in Cause No. 45564, CEI South will be charged approximately \$27 million  
22 per year to provide no-notice gas service, allowing A.B. Brown Units 5 and 6 to run  
23 when needed for reliability, with no notice to the gas supplier. These CTs are an  
24 essential part of the Generation Transition Plan and are needed to support a fleet of  
25 renewable resources. Under past precedent,<sup>7</sup> this should be considered a fuel cost  
26 under the FAC. Ultimately, the Commission approved “CEI South’s decision to secure  
27 transportation capacity pursuant to the Precedent Agreement with TGT rather than  
28 pursuing some combination of alternatives” and that CEI South “should receive

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<sup>7</sup> As the Commission noted in Cause No. 45564, the Commission has authorized the recovery of fuel costs associated with the Eagle Valley CCGT and Harding Street Refueling through the FAC. *Indianapolis Power & Light Co.*, Cause No. 38703 FAC 127, at 3 (IURC June 3, 2020).

1 reasonable cost recovery for the expenses it incurs for the services it receives from  
2 the TGT pipeline.”<sup>8</sup> A subdocket was created to investigate the appropriate allocation  
3 for cost recovery purposes. Finally, to the extent the reasonable pipeline costs are not  
4 ultimately recovered through the FAC, CEI South has been authorized to defer such  
5 costs until they are recovered through base rates.

6 **Q. HOW IS CEI SOUTH PROPOSING TO ALLOCATE THE COSTS OF THE PIPELINE**  
7 **IN THE SUBDOCKET?**

8 A. CEI South continues to propose the demand cost of the pipeline for recovery through  
9 the FAC. CEI South will propose to allocate this cost based on 4CP allocations  
10 provided by Witness Taylor. Additionally, CEI South is proposing to charge residential  
11 and general service customers based on energy; and Rate LP, Rate BAMP, and Rate  
12 HLF classes based on demand.

13 **Q. WHAT IMPACT COULD THIS SUBDOCKET HAVE ON THIS RATE CASE?**

14 A. If the demand cost is ultimately to be recovered through the FAC, then there is no  
15 impact. It is only if the cost is to be recovered through base rates that there would be  
16 an impact. The revenue requirement in this case has been prepared without including  
17 this cost. Therefore, if it were to be recovered through base rates, we would need to  
18 have a mechanism to update the revenue requirement to reflect this additional cost.  
19 Otherwise, a very large deferral of approximately \$27 million per year would accrue  
20 until the next general rate case where the demand cost could be included.

21 **Q. WHAT DO YOU PROPOSE?**

22 A. Unfortunately, we do not anticipate an order in Cause No. 45564 S1 before the record  
23 is closed in this case. If the Commission ultimately rules that the pipeline demand cost  
24 should be recovered through base rates, we would propose a subdocket be created  
25 in this case to update the revenue requirement, cost of service, and recovery through  
26 base rates of the TGT demand charge and any deferred costs that are incurred before  
27 they are reflected in base rates.

28 **Q. PLEASE DESCRIBE THE UPDATES TO THE DSMA.**

29 A. All of the DSMA opt-out groups will be removed. Opt-out charges are there to collect  
30 Lost Revenue Margin associated with DSMA programs that the customers participated

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<sup>8</sup> Cause No. 45564, at 28.

1 in prior to opting out of the program. When new rates are put into place, CEI South will  
2 no longer collect lost margin for programs prior to new rates being implemented. CEI  
3 South will do a compliance filing when new rates are implemented and remove  
4 approximately \$12.6 million from DSMA rates for lost margin and performance  
5 incentives. CEI South will begin calculating and recording lost revenues in 2026 to be  
6 recovered in the annual DSMA filing. CEI South will begin new opt-out groups at that  
7 time to the extent that other large customers opt out of DSM programs post new rates.  
8 Base amounts for DLC billing credits and DLC inspection and maintenance amounts  
9 have been adjusted to forecasted test year amounts. CEI South is also proposing that  
10 customers be allowed to opt back into EE programs at any time of the year.

11 **Q. PLEASE DESCRIBE PROPOSED UPDATES FOR THE RCRA.**

12 A. Base amounts for base level RCRA charges and revenues have been updated to  
13 reflect forecasted amounts. Additionally, CEI South is proposing to include Backup  
14 Capacity Generation Services variances generated from Rate BAMP in the RCRA. As  
15 described above and further by Witness Bradford, CEI South is also proposing to  
16 provide 100% of Wholesale Power Marketing (“WPM”) sales margins to customers.  
17 This update has been reflected in the RCRA. The move away from 50/50 sharing  
18 results in an estimated \$7.1 million benefit to customers in 2025.

19 **Q. PLEASE DESCRIBE PROPOSED UPDATES FOR THE MCRA.**

20 Base amounts for base level MISO charges and revenues have been updated to  
21 reflect forecasted amounts. CEI South is proposing to include Backup Transmission  
22 Services variances generated from Rate BAMP in the MCRA. Additionally, CEI South  
23 added Real Time Schedule 49 and Real Time Multi Value Project (“MVP”) Distribution  
24 to the list of MISO charges.

25 **XI. GENERAL TERMS AND CONDITIONS**

26 **Q. WERE THERE ANY UPDATES TO THE GENERAL TERMS AND CONDITIONS?**

27 A. Yes. There were minor adjustments, clarifications, process updates and additions to  
28 align with the Indiana Administrative Code. I will focus on the process updates and  
29 additions here. All proposed adjustments can be found in **Attachments MAR-1** and  
30 **MAR-2**, clean and redline tariff.

1 **Q. PLEASE DESCRIBE THE UPDATE MADE TO RULE 1 APPLICATION OF RATES.**

2 A. In part (d), Resale of Electric Energy, CEI South added language to allow for the resale  
3 of electric energy exclusively for the charging of plug-in electric vehicles as allowed by  
4 Ind. Code § 8-1-2-1.3.

5 **Q. PLEASE DESCRIBE THE UPDATE MADE TO RULE 3 DISCONNECTING**  
6 **SERVICE.**

7 A. In part (a), language was added to account for unauthorized interconnections. With  
8 the advent of Distributed Generation, CEI South has increasingly found instances  
9 where some customers interconnect to our system without following the required  
10 application process. This poses a danger to our field workers and facilities. CEI South  
11 clarified that where unauthorized use of electricity is detected, CEI South may  
12 disconnect service where a condition is dangerous or hazardous to life, physical  
13 safety, or property.

14 **Q. PLEASE DESCRIBE THE UPDATE MADE TO RULE 9 METER READING AND**  
15 **BILLING.**

16 A. As described by Petitioner’s Witness Folz, the need for estimated bills is almost non-  
17 existent with the AMI; nevertheless, the Company updated the language in part (a) to  
18 reflect the new process. Any customer who desires not to receive a bill for estimated  
19 usage may contact the Company’s customer service to request a bill based on an  
20 actual read and are no longer required to fill out a form.

21 **Q. PLEASE DESCRIBE THE UPDATE MADE TO RULE 10 PAYMENT OF BILLS.**

22 A. Part (d), relating to customer notification to the Company for disconnection of service,  
23 was updated to better align with the Indiana Administrative Code, which states that a  
24 customer must notify CEI South at least three days in advance of the day when it  
25 desires that Electric Service be discontinued. Parts (c) and (f) were updated to provide  
26 more accurate descriptions of the true-up (part (c)) and reconnection charge (part (f)),  
27 and part (f) was also updated to mirror the language used in part (e) for customer  
28 payment of charges.

1 **Q. PLEASE DESCRIBE THE UPDATE MADE TO RULE 19 FACILITIES EXTENSIONS**  
2 **& MODIFICATIONS.**

3 A. Parts (d)(1), (2), and (5) of the tariff were updated to better align with the Indiana  
4 Administrative Code.

5 **XII. SCHEDULE E5 BILL COMPARISONS**

6 **Q. WHAT INFORMATION IS FOUND IN PETITIONER’S EXHIBIT NO. 20, SCHEDULE**  
7 **E-5?**

8 A. **Schedule E-5** includes a typical bill comparison by Rate code: Residential-standard,  
9 Residential-transitional, Rate B Water Heating, Small General Service, Demand  
10 General Service 1-3, Off-Season Service, Large Power, and High Load Factor. The  
11 schedule shows the isolated impact on customer rates from this case at various usage  
12 levels, with and without fuel.

13 **Q. WHAT DO YOU MEAN BY ISOLATED IMPACT ON CUSTOMER RATES?**

14 A. The schedule compares the current bill at present rates to the proposed bill at  
15 proposed rates. The current bill at present rates includes expected revenues from  
16 projects that are, or are expected to be, approved and recovered through then present  
17 rates, including all tracking mechanisms. For example, what is shown as the current  
18 bill includes the approved Posey Solar Project, which would have been 100%  
19 recovered through the CECA tracking mechanism. The current bill is then compared  
20 to the proposed bill at proposed rates. The proposed bill reflects updates to rates,  
21 including those derived by the Cost-of-Service Study, performed by Witness John  
22 Taylor, for the end of the test year, 2025. Therefore, the percent increase as shown in  
23 this schedule captures solely the impact of new rates compared to what current rates  
24 would be if this case had not been filed.

25 **XIII. IRP EXPENSE**

26 **Q. HAVE IRP EXPENSES INCREASED SINCE CEI SOUTH’S LAST RATE CASE?**

27 A. Yes. I’ve been leading CEI South’s IRP efforts since 2011. Since that time, there has  
28 been tremendous change in modeling technology and introduction of many potential  
29 new technologies to serve customer load. Due to changes in resource mix and

1 declining reserve margins, MISO has continually updated market rules to help ensure  
 2 resource adequacy. Additionally, the Environmental Protection Agency (“EPA”) has  
 3 proposed or implemented many federal rules for fossil generation. As a result, the  
 4 scenario building/modeling has become more complicated. The IRP is guided by rules  
 5 of the Commission. Those rules, found in the Indiana Administrative Code at 170 IAC  
 6 4-7-4 through 4-7-9 (the “IRP rule”), provide specific guidelines for plan contents and  
 7 filing with the Commission. On October 14, 2010, the Commission issued an order to  
 8 commence rulemaking to revise/update the Indiana IRP rule. The proposed draft rule  
 9 was sent to stakeholders on October 4, 2012. Although not finalized, CEI South  
 10 voluntarily followed the proposed draft rule, and began holding public stakeholder  
 11 meetings. CEI South has worked to improve this process over the years, including  
 12 holding tech-to-tech meetings between IRP public stakeholder meetings. This robust  
 13 process has improved IRPs, but it comes at a price.

14 **Q. HOW MUCH DOES CEI SOUTH BUDGET FOR AN IRP EACH CYCLE?**

15 A. CEI South budgets about one million dollars to complete an IRP. Typically, it takes  
 16 about one year to complete the analysis. This is followed up with an informal data  
 17 request process that can be extensive, depending on the preferred portfolio.

18 **Q. WHEN IS CEI SOUTH’S NEXT IRP?**

19 A. CEI South’s next IRP is due November 1, 2025. As such, we will likely begin the  
 20 analysis in November 2024. After, filing, we will be subject to the informal data request  
 21 process into early 2026. **Table MAR-6** shows the forecasted expense for the next IRP.

**Table MAR-6 – IRP Expense Forecast**

Year	Forecast
2024	\$ 50,000
2025	\$ 900,000
2026	\$ 75,000
Total	\$ 1,025,000
Normalized <sup>9</sup>	\$ 341,667

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<sup>9</sup> Simple three-year average

1 **Q. PLEASE EXPLAIN THE PRO FORMA ADJUSTMENT RELATED TO THE IRP.**

2 A. The bulk of the IRP expense is expected in 2025. CEI South has included a proforma  
3 adjustment to reduce the revenue requirement by \$560,000 (\$340,000 minus  
4 \$900,000) to normalize this expense.

5 **XIV. TDSIC AND MISCELLANEOUS REGULATORY ITEMS**

6 **Q. DOES CEI SOUTH HAVE AN APPROVED TDSIC PLAN THAT REQUIRES THE**  
7 **FILING OF THIS RATE CASE?**

8 A. Yes. In Cause No. 44910, the Commission approved the Company’s first TDSIC plan  
9 (“44910 TDSIC Plan”). As I mentioned earlier in my testimony, this seven-year TDSIC  
10 Plan expires December 31, 2023. Therefore, pursuant to statute, CEI South is required  
11 to file a general rate case by the end of that 44910 TDSIC Plan, in other words, by  
12 December 31, 2023.

13 **Q. WHAT DOES IND. CODE § 8-1-39-9(A) STATE?**

14 A. Ind. Code § 8-1-39-9(a) states:

15 . . . a public utility that provides electric or gas utility service may file  
16 with the commission rate schedules establishing a TDSIC that will  
17 allow the periodic automatic adjustment of the public utility’s basic  
18 rates and charges to provide for timely recovery of eighty percent  
19 (80%) of approved capital expenditures and TDSIC costs.

20 Additionally, Ind. Code § 8-1-39-9(c) provides that:

21 A public utility that recovers capital expenditures and TDSIC costs  
22 under subsection (a) shall defer the remaining twenty percent (20%)  
23 of approved capital expenditures and TDSIC costs, including  
24 depreciation, allowance for funds used during construction, and  
25 post in service carrying costs, and shall recover those capital  
26 expenditures and TDSIC costs as part of the next general rate case  
27 that the public utility files with the commission.

28 **Q. HAS CEI SOUTH INCLUDED ALL APPROVED CAPITAL EXPENDITURES AND**  
29 **TDSIC COSTS AND THE DEFERRED 20% OF APPROVED CAPITAL**  
30 **EXPENDITURES AND TDSIC COSTS FROM CAUSE NO. 44910 IN THE REVENUE**  
31 **REQUIREMENT IN THIS CASE?**

32 A. Yes. As described by Witness Behme, CEI South has included the deferred 20% from  
33 the 44910 TDSIC in the revenue requirement and is requesting to recover it in a  
34 regulatory asset over a seven-year period.

1 **Q. HOW MUCH OF THE 80% OF APPROVED CAPITAL EXPENDITURES AND TDSIC**  
2 **COSTS FROM 44910 ARE CURRENTLY IN THE TDSIC MECHANISM?**

3 A. The 44910 TDSIC Plan investments, covering the timeframe between January 1, 2017  
4 and April 30, 2023, have been approved and are included in CEI South’s semi-annual  
5 TDSIC 1 through TDSIC 13 filings. The final 44910 TDSIC filing, TDSIC 14, is February  
6 1, 2024.

7 **Q. WILL CEI SOUTH INCLUDE THE 80% OF APPROVED CAPITAL EXPENDITURES**  
8 **AND TDSIC COSTS FROM CAUSE NO. 44910 IN THE TDSIC MECHANISM ONCE**  
9 **NEW RATES ARE IMPLEMENTED AT AN ORDER IN THIS CASE?**

10 A. No. Approved capital expenditures and TDSIC costs from Cause No. 44910 will be  
11 removed from the TDSIC tracker and included into new base rates at the time of the  
12 Order in this case. CEI South will include this adjustment to the TDSIC tracker in a  
13 compliance filing at the time of new rates. However, CEI South will reconcile TDSIC  
14 13 and TDSIC 14 from Cause No. 44910 in a future TDSIC tracker filing.

15 **Q. HAS CEI SOUTH FILED FOR A NEW TDSIC PLAN?**

16 A. Yes. On May 24, 2023, CEI South filed for a new five-year plan in Cause No. 45894  
17 (the “45894 TDSIC Plan”), which includes investments between 2024 and 2028. At the  
18 time of the filing of the petition in this case, CEI South was awaiting an order in Cause  
19 No. 45894.

20 **Q. WHAT IS CEI SOUTH’S PLAN TO INCLUDE A PORTION OF WORK FROM THE**  
21 **45894 TDSIC IN THIS CAUSE?**

22 A. CEI South plans to include 100% of approved capital expenditures and TDSIC costs  
23 for completed projects through December 31, 2024 in Phase 2 rates; and 100% of  
24 completed projects through December 31, 2025 in Phase 3 rates. A compliance filing  
25 will be made to pull amounts for these completed projects out of the TDSIC tracker at  
26 each of these steps. Any Construction Work in Progress (“CWIP”) for projects through  
27 December 31, 2025 in the TDSIC tracker at Phase 3 rates, is not included in rate base  
28 and will remain in the TDSIC tracker until the next general rate case. An order in Cause  
29 No. 45894 is expected following CEI South’s filing of its petition in this general rate  
30 case proceeding. To the extent that what is proposed here differs from an order in  
31 45894, CEI South will make any necessary updates in its rebuttal in this case.

1 **Q. DID CEI SOUTH MEET WITH INTERESTED PARTIES TO DISCUSS THE RATE**  
2 **CASE REQUEST?**

3 A. Yes. CEI South met with the OUCC, CAC, and CEI South Industrial Group on  
4 November 21, 2023 to discuss the rate case request. Additionally, CEI South has  
5 worked to discuss the rate case with various interested parties and will continue to do  
6 so upon filing this request.

7 **XV. CONCLUSION**

8 **Q. DOES THIS CONCLUDE YOUR PREPARED DIRECT TESTIMONY?**

9 A. Yes, it does.

**VERIFICATION**

I affirm under penalties for perjury that the foregoing representations are true to the best of my knowledge, information, and belief.

SOUTHERN INDIANA GAS AND ELECTRIC  
COMPANY D/B/A CENTERPOINT ENERGY  
INDIANA SOUTH



Matthew A. Rice  
Director, Indiana Electric Regulatory and Rates

12-5-23

Date

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 1  
Original Title Page

**Proposed Tariff**  
**Page 1 of 150**

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
D/B/A  
CENTERPOINT ENERGY INDIANA SOUTH  
(CEI SOUTH)

## **TARIFF FOR ELECTRIC SERVICE**

### **I.U.R.C. No. E-14**

ISSUED PURSUANT TO ORDER OF THE  
INDIANA UTILITY REGULATORY COMMISSION  
IN CAUSE NO. 45990  
EFFECTIVE

Communications concerning this tariff may be addressed to:

Mail: Regulatory and Rates Department  
CenterPoint Energy  
211 NW Riverside Drive  
Evansville, IN 47708

Phone: 800-227-1376

E-mail: [CustomerCareEvv@CenterPointEnergy.com](mailto:CustomerCareEvv@CenterPointEnergy.com)

Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 2

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Proposed Tariff

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## TARIFF SHEET INDEX

### TARIFF SHEET NO.

### DESCRIPTION

1	TITLE PAGE
2	TARIFF SHEET INDEX
3	DEFINITIONS
4-9	RESERVED FOR FUTURE USE

### RATE

### RATE SCHEDULES

10	RS	RESIDENTIAL SERVICE
11-12		RESERVED FOR FUTURE USE
13	B	WATER HEATING SERVICE
14	SGS	SMALL GENERAL SERVICE
15	DGS	DEMAND GENERAL SERVICE
16	OSS	OFF-SEASON SERVICE
17	LP	LARGE POWER SERVICE
18	HLF	HIGH LOAD FACTOR SERVICE
19	BAMP	BASE, BACKUP, AND MAINTENANCE POWER SERVICES
20	MLA	MUNICIPAL LEVEE AUTHORITY SERVICE
21-29		RESERVED FOR FUTURE USE
30	SL-1	STREET LIGHTING SERVICE
31	SL-2	POST TOP LANTERN TYPE LUMINAIRE SERVICE
32-35		RESERVED FOR FUTURE USE
36	SL-7	TURN OF THE CENTURY SERVICE
37	SL-8	POST TOP LIGHTING SERVICE
38	OL	OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)
39	S	EMERGENCY NOTIFICATION SIREN SERVICE
40-49		RESERVED FOR FUTURE USE

Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 2  
Original Page 2 of 4

Proposed Tariff  
Page 3 of 150

## TARIFF SHEET INDEX

(Continued)

### TARIFF SHEET NO.

### DESCRIPTION

	<u>RIDER</u>	<u>RIDERS</u>
50	ADR	AGGREGATION DEMAND RESPONSE RIDER
51	IP-2	INTERRUPTIBLE POWER SERVICE
52	NM	NET METERING RIDER
53	EDG	EXCESS DISTRIBUTED GENERATION RIDER
54	DLC	DIRECT LOAD CONTROL RIDER
55	IC	INTERRUPTIBLE CONTRACT RIDER
56	IO	INTERRUPTIBLE OPTION RIDER
57	AFS	ALTERNATE FEED SERVICE RIDER
58	ED	ECONOMIC DEVELOPMENT RIDER
59	AD	AREA DEVELOPMENT RIDER
60	TS	TEMPORARY SERVICE RIDER
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**DESCRIPTION**

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102	A3	GENERAL AFFILIATE GUIDELINES
103	A4	SPECIFIC AFFILIATE GUIDELINES
104	A5	PROCEDURES FOR FILING AFFILIATE CONTRACTS
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## **DEFINITIONS**

Except where the context requires otherwise, the following terms shall have the meanings defined below when used in this Tariff for Electric Service:

### **Abbreviations:**

**FAC** – Fuel Adjustment Clause  
**FERC** – Federal Energy Regulatory Commission  
**IURC** – Indiana Utility Regulatory Commission  
**kVa** – kilovolt-ampere  
**kW** – kilowatt  
**kWh** – kilowatt-hour  
**OUC** – Indiana Office of Utility Consumer Counselor

**Ampere** – The unit used to measure an electric current or rate of flow of electricity in a circuit.

**Bill** – An itemized list or statement of fees and charges for Electric Service or other services provided by Company. A Bill may be rendered by mail or by electronic means.

**Billing Demand** – Customer's measured, estimated, calculated, or contracted usage in kW or kVa utilized for billing purposes, determined as specified in the applicable Rate Schedule.

**Coincident Peak** – The maximum demand for each customer class at the time of the maximum demand on Company's system.

**Commission** – The Indiana Utility Regulatory Commission.

**Commission's Regulations** – The Rules, Regulations, and Standards of Service for Electric Public Utilities in Indiana, as promulgated from time to time by the Commission.

**Company** – Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy Indiana South (CEI South).

**Company's General Terms and Conditions** – General Terms and Conditions Applicable to Electric Service, as amended from time to time, and as approved by the Commission as part of this Tariff for Electric Service.

**Contract** – Legal agreement between Company and Customer that establishes mutually acceptable terms of service.

**Contract Demand** – Level of maximum expected demand established in Contract between Company and Customer.

**Curtailment** – The interruption or limitation of Electric Service available to Customer pursuant to Company's Curtailment Procedures.

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## **DEFINITIONS**

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**Curtailment Period** – The period of time, as specified by Company, or in accordance with MISO’s instructions, during which Electric Service is subject to Curtailment.

**Curtailment Procedures** – Rule 18 of Company’s General Terms and Conditions.

**Customer** – Any individual, partnership, association, firm, public or private corporation, municipality or other government agency, or any other entity agreeing to pay for Electric Service provided by Company with its consent. A Customer shall include any person receiving Electric Service from Company irrespective of whether that person is the individual in whose name the Electric Service is being received.

**Customer Facilities Charge** – Monthly charge applicable to Electric Service under each Rate Schedule.

**Deceptive** – As used in Company’s General Terms and Conditions, Rule 3(a), receipt of Electric Service by Customer at Customer’s Premises the term “deceptive” refers to a situation wherein a Customer has made a claim of identity theft that is, upon investigation, determined to be not legitimate.

**Demand Charge** – That portion of the charge for electric service based upon the electric capacity (kW or kVa) billed under an applicable Rate Schedule.

**Distributed Energy Resources** – Eligible net metering energy resources under Rider NM and eligible distributed generation energy resources under Rider EDG.

**Electric Service** – The provision by Company under a specific Rate Schedule of electricity at Company’s point of delivery to Customer, irrespective of whether any such electricity is actually consumed.

**Energy Charge** – That portion of the charge for Electric Service based upon the electric energy (kWh) consumed.

**Fixed Cost Revenues** – Revenues from Customer Facilities Charge, Energy Charge, and Demand Charge, less any Transformer Ownership or Transmission Voltage Discounts, including applicable Adjustments as applicable and indicated in the Rate Schedule applicable to Customer.

**Four Coincident Peak (4CP)** – The average of the monthly Coincident Peaks during the four (4) summer months of June, July, August, and September.

**Fuel Adjustment Clause (FAC)** – Fuel cost recovery process approved for Company through Commission orders, including the Commission’s generic orders in Cause Nos. 33061, 35687, and 37712, and the Order in Cause No. \_\_\_\_\_.

**Fuel Charge** – Line loss adjusted charge which recovers the base rate fuel cost component, per kWh, applicable to each Rate Schedule.

**Industrial Customer** – A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.

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## **DEFINITIONS**

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**K-12 School** – An educational institution administering or providing educational programs from kindergarten through grade 12, or any subset thereof.

**Maximum Demand** – The metered average load in kW or kVa during the 15-minute period of maximum usage in the month as determined by suitable instruments installed by Company.

**MISO** – Midcontinent Independent System Operator, the Regional Transmission Organization of which Company is a member.

**Month** – The interval between successive regular meter reading dates.

**Municipal Corporation** – Corporation owned and operated by a city or town in Indiana.

**Non-Residential Customer** – Any Customer that is not a Residential Customer.

**Ohm** – The unit of measurement of electrical resistance. The resistance of a circuit in which a potential difference of one (1) volt produces a current of one (1) ampere.

**Power Factor** – The fraction of power actually used by Customer's electrical equipment compared to the total apparent power supplied, usually expressed as a percentage.

**Premises** – A distinct portion of real estate such as the living quarters for the use of a single family, or the main building of a Non-Residential Customer; may include outlying or adjacent buildings used by the same, provided the use of service in the outlying buildings is supplemental to the Electric Service used in the main residence or building.

**Primary Voltage** – As defined in Rule 17 of Company's General Terms and Conditions.

**Prior Year** – The most recent twelve Months (inclusive of the current billing Month).

**Rate Schedule** – A description of Electric Service applicable to a particular classification of Customers with specific Availability, Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

**Residential Customer** – Customer using Electric Service primarily for a single-family dwelling unit, mobile home, apartment unit, or condominium.

**Secondary Voltage** – As defined in Rule 17 of Company's General Terms and Conditions.

**Service Area** – Areas in which Company has Electric Service available or may offer Electric Service, as certified by the Commission.

**Single Phase** – A circuit energized by a single, alternating electromotive force

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## **DEFINITIONS**

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**Three Phase** – A combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.

**Transformer Ownership Discount** – A discount, applicable to certain Rate Schedules, provided to Customers who own, operate, and maintain all transformer facilities.

**Transmission Voltage** – Designation of electromotive force for transporting bulk electric energy; 69,000 volts or greater.

**Transmission Voltage Discount** – Discount provided to Customers who receive service at 69,000 volts or higher.

**VAR** – Reactive component of power.

**Variable Production Charge** – Base rate charge which recovers Variable Production Costs.

**Variable Production Costs** – Variable costs associated with Company's generation of electricity.

**Volt** – The electromotive force applied to a circuit with a resistance of one ohm that will produce a current of one ampere.

**Watt** – The unit of electric power represented by a current of one ampere under the pressure of one volt in a circuit of unity power factor.

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## RATE RS RESIDENTIAL SERVICE

### AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rate Schedule shall be applicable to all Residential Customers. Customers shall be classified for billing purposes as either Standard or Transitional. A Transitional Customer shall be any Residential Customer who receives service at a Transitional Premises. A Transitional Premises is any Residential Premises which permanently and exclusively uses electric equipment for space heating, takes all service through one meter and which either received service under the former Rate EH as of May 3, 2011 or which is attached to Company's distribution system on or before May 3, 2012. Standard Customers are all other Residential Customers.

### CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

### RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

\$23.20 per month

**Energy Charge:**

**Standard Customers**

\$0.167200 per kWh for all kWh used per month

**Transitional Customers**

\$0.137977 per kWh for all kWh used per month

**Fuel Charge:**

\$0.048138 per kWh for all kWh used per month

**Variable Production Charge:**

\$0.001692 per kWh for all kWh used per month

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**RATE RS**  
**RESIDENTIAL SERVICE**

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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## **RATE B** **WATER HEATING SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to Customers electing service hereunder for separately metered service used for water heating, subject to the conditions set forth below. This Rate Schedule is closed to new Customers.

### **CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

### **RATES AND CHARGES**

The monthly Rate and Charges for service hereunder shall be:

#### **Customer Facilities Charge:**

\$14.76 per month

#### **Energy Charge:**

\$0.118406 per kWh for all kWh used per month

#### **Fuel Charge:**

\$0.048138 per kWh for all kWh used per month

#### **Variable Production Charge:**

\$0.001692 per kWh for all kWh used per month

#### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### **Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

#### **Riders:**

The following Rider is available to qualified Customers:

- Rider DLC – Direct Load Control Rider

#### **Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

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**RATE B**  
**WATER HEATING SERVICE**

(Continued)

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions, the Commission's Regulations, and the following special provisions:

1. Any replacement water heaters shall be thermostatically controlled and of a type approved by Company.
2. Water heaters shall be permanently installed and in regular use by Customer and shall not be less than 40 gallons capacity.
3. Company reserves the right to control the operation of water heaters where uncontrolled operation creates distribution system difficulties. In such event the controlled period will not exceed four consecutive hours per day, the hours of control to be determined by Company.
4. Electric Service will be furnished through a separate meter to which no other equipment may be connected.

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## RATE SGS SMALL GENERAL SERVICE

### AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand or, if new Customer, an estimated Maximum Demand, of 10kW, or less electing service hereunder. Company shall determine Customer's estimated Maximum Demand by review of the connected load or other suitable means.

### CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

### RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

#### **Customer Facilities Charge:**

\$22.50 per month

#### **Energy Charge:**

\$0.163033 per kWh for the first 1,000 kWh used per month

\$0.123711 per kWh for the next 1,000 kWh used per month

\$0.068221 per kWh for all over 2,000 kWh used per month

#### **Fuel Charge:**

\$0.048138 per kWh for all kWh used per month

#### **Variable Production Charge:**

\$0.001692 per kWh for all kWh used per month

#### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### **Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution and Storage System Improvement Charge

#### **Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider

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**RATE SGS**  
**SMALL GENERAL SERVICE**  
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**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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## **RATE DGS** **DEMAND GENERAL SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand of more than 10kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, who elects service hereunder. Customer shall be classified for billing purposes based on Prior Year Maximum Demand as follows:

- DGS-1 – Up to and including 70 kW
- DGS-2 – Over 70 kW and up to and including 300 kW
- DGS-3 – Over 300 kW

### **CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, single or three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

### **RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

#### **Customer Facilities Charge:**

- DGS-1 - \$17.15 per month
- DGS-2 - \$34.49 per month
- DGS-3 - \$73.90 per month

#### **Demand Charge:**

The monthly charge for the first 10 kW of Billing Demand is included in the Energy Charge.

\$13.23046 per kW per Month for all kW of Billing Demand in excess of 10 kW

#### **Energy Charge:**

- \$0.120252 per kWh for the first 1,000 kWh used per month
- \$0.086129 per kWh for the next 14,000 kWh used per month\*
- \$0.040046 per kWh for all over 15,000 kWh used per month

\*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

#### **Fuel Charge:**

\$0.048409 per kWh for all kWh used per month

#### **Variable Production Charge:**

\$0.001691 per kWh for all kWh used per month

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## **RATE DGS** **DEMAND GENERAL SERVICE**

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### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

### **Transformer Ownership Discount:**

Customers with a Maximum Demand of 100 kW or greater and receiving service at Company's available Primary Voltage may own, operate and maintain all transformer facilities. A discount of forty-four and four-tenth cents (\$0.444) for each kW of Billing Demand will apply to such customers.

### **Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

### **Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider TS – Temporary Service Rider
- Rider DR – MISO Demand Response

**Other Charges:** Other Charges set forth in Appendix D shall be charged to Customer.

### **DETERMINATION OF BILLING DEMAND**

The Billing Demand for the current month shall be the Maximum Demand, but not less than 60% of the highest Maximum Demand for the Prior Year.

### **SEPARATE METERING**

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the Maximum Demand of each meter. The energy use of the lighting and power meters shall also be added.

### **TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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## **RATE OSS** **OFF-SEASON SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand of more than 10kW whose service address is an Eligible Premises. An Eligible Premises is one which permanently and exclusively uses electric equipment for space heating, takes all service through one meter, and which received service under Rate OSS on or before May 3, 2011 and who elects service hereunder.

### **CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, single or Three Phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

### **RATES AND CHARGES**

The Monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

\$17.15 per month

**Demand Charge:**

\$13.23046 per kW per month for all kW of Billing Demand.

**Energy Charge:**

\$0.070795 per kWh for all kWh used per month.

**Fuel Charge:**

\$0.048138 per kWh for all kWh used per month

**Variable Production Charge:**

\$0.001692 per kWh for all kWh used per month

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

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**RATE OSS**  
**OFF-SEASON SERVICE**  
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**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider
- Rider TLC - Thermostat Load Control
- Rider ADR – Aggregation Demand Response
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider DR – MISO Demand Response

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand for the current month shall be the highest Maximum Demand established during the previous months of June, July, August or September, but not less than 10 kW.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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## RATE LP LARGE POWER SERVICE

### AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer receiving Electric Service at Primary or Transmission Voltage and having a Prior Year Maximum Demand of 300 kVa or greater, electing service hereunder. Transmission Voltage service, where available, shall be at 69kV or higher, at the option of Company.

### CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, Three Phase, nominal voltages, 4160/2400, 12470/7200, 69000, 138000 volts or any other mutually agreed upon voltages. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment. Service will be metered at the Primary or Transmission Voltage supplied.

### RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

\$171.47 per Month

**Demand Charge:**

\$17.81944 per kVa per month for all kVa of Billing Demand.

**Transmission Voltage Discount** (for delivery at 69 kV or higher):

\$2.678 per kVa per month for all kVa of Billing Demand.

**Energy Charge:**

\$0.038157 per kWh for all kWh used per month

**Fuel Charge:**

\$0.048850 per kWh for all kWh used per month

**Variable Production Charge:**

\$0.001652 per kWh for all kWh used per month

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Minimum Demand Charge.

The Minimum Demand Charge shall be calculated as the Demand Charge per kVa multiplied by 60% of the highest Billing Demand for the Prior Year (but not less than 300 kVa).

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## **RATE LP** **LARGE POWER SERVICE**

(Continued)

### **Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

### **Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control
- Rider ADR – Aggregation Demand Response
- Rider EDG – Excess Distributed Generation Rider
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider DR – MISO Demand Response

### **Other Charges:**

Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

### **DETERMINATION OF BILLING DEMAND**

Unless otherwise specified in the Contract, the Billing Demand for the current month shall be the Maximum Demand, but not less than 60% of the highest Maximum Demand for the Prior Year and in no event less than 300 kVa.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created on Saturdays, Sundays, and holidays designated by Company and between 8:00 P.M. and 7:00 A.M. on any other day, provided that the Billing Demand for the month shall never be less than 50% of the Maximum Demand during such month regardless of when such Maximum Demand occurred.

Company reserves the right, upon thirty-day notice to Customer, to change the off-peak demand periods when peak load conditions on Company's system make such modification necessary. Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

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**RATE LP**  
**LARGE POWER SERVICE**  
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**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than three (3) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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## **RATE HLF** **HIGH LOAD FACTOR SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. This service is available only from facilities operating at Transmission Voltage.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer supplied at a single point of delivery with a Contract Demand of not less than 4,500 kVa electing service hereunder.

This Rate Schedule is not applicable to Customer where 1) an alternate source of power is used, 2) for resale to others, or 3) as a supplement to service furnished under any other Rate Schedule.

### **CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Three Phase, nominal voltages 69,000, 138,000 volts or any other mutually agreed upon voltages. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment.

### **RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

#### **Demand Charge:**

\$37.244 per kVa per month for all kVa of Billing Demand

#### **Fuel Charge:**

\$0.048610 per kWh for all kWh used per month

#### **Variable Production Charge:**

\$0.001608 per kWh for all kWh used per month

#### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Demand Charge, but not less than \$86,382.00 per month.

#### **Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

Effective:

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**RATE HLF**  
**HIGH LOAD FACTOR SERVICE**

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**Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control
- Rider ADR – Aggregation Demand Response
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider DR – MISO Demand Response

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand for the current month shall be the highest of the following:

- (1) Maximum Demand;
- (2) 90% of the highest Billing Demand for the Prior Year;
- (3) 75% of the Contract Demand;
- (4) 75% of the highest Billing Demand occurring during the term of the contract.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created on Saturdays, Sundays, and holidays designated by Company and between 8:00 P.M. and 7:00 A.M. on any other day provided that the Billing Demand for the month shall never be less than 50% of the Maximum Demand created during such month regardless of when such Maximum Demand occurred.

Company reserves the right, upon thirty days' notice to Customer, to change the off-peak periods when peak load conditions on Company's system make such modification necessary. Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than five (5) years, or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for equal successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than three (3) years prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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## **RATE BAMP** **BASE, BACKUP, AND** **MAINTENANCE POWER SERVICES**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. All Services supplied hereunder shall be provided only to the extent of the available capacity of Company's electric facilities and of its supply lines, at such frequency, phase, regulation, and voltage as it has available at the location of service.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer electing service hereunder whose electric capacity requirements are 1,000 kW or more and who own and operate 60 Hertz electric generating equipment, other than for emergency usage, to meet all or at least 1,000 kW of Customer's electric loads. The capacity available under this Rate Schedule will be limited to 250 MW of contracted supply on a first-come first-served basis with existing customers given preference.

### **CHARACTER OF SERVICE**

**Base Service** is generation capacity, transmission, distribution, and energy services supplied by Company to Customer to meet a portion of its native usage ('Customer Load') on an ongoing daily basis in parallel with Customer's use of its own electric generation equipment. Base Services are charged at the Customer's applicable Rate Schedule.

**Backup Service** is generation capacity, transmission, distribution and energy services supplied by Company, during outages of Customer's generation equipment, in an amount not to exceed the lesser of (1) Customer's internal electric load, (2) the demonstrated capacity of Customer's electric generating equipment, or (3) an otherwise mutually agreed amount. Backup Power is available as either firm or non-firm in its character.

**Maintenance Service** is generation capacity, transmission, distribution, and energy provided by Company to replace capacity and energy normally generated by Customer's generating equipment during a scheduled outage of such equipment. Maintenance Service will only be available by schedule as agreed to by Company a minimum of 14 days in advance. Demand Charge related Maintenance Service charges are calculated on a per day basis. Maintenance Services are charged at the Customer's applicable Rate Schedule.

### **DEFINITIONS**

- **Billed Base Service kW/kVa:** the higher of sixty percent of recent twelve months Billed Base Service kW/kVa or the current month Peak Base Service kW/kVa. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.

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**RATE BAMP**  
**BASE, BACKUP, AND**  
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- **Billed Base Service kWh:** The month's Company Meter kWh, less Trip Event kWh, plus Trip Event Base Service kWh
- **Billed Distribution kW/kVa:** The current month's Billed Distribution kW/kVa is the Billed Transmission kW/kVa. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.
- **Billed Transmission kW/kVa:** The higher of the recent thirty-six-month Peak Customer Load kW or the current month Peak Customer Load kW, less the current month's Billed Base Service kW. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.
- **Billed Trip Event Capacity kW:** The highest Company Meter kW during a Trip Event, less Trip Event Base Service kW. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.
- **Billed Trip Event kWh:** Trip Event kWh, less Trip Event Base Service kWh
- **Company Meter:** Equipment used to measure Customer Load not provided by the Customer Generator.
- **Customer Generator Output:** kW produced by the Customer's Generator.
- **Customer Load:** The customer's total load as measured by the Customer Meter representing the sum of the Customer Generator Output and the Company Meter.
- **Customer Meter:** The equipment used to measure Customer Load
- **MISO:** Midcontinent Independent System Operator
- **MISO CONE:** A utility term used to indicate the current capital cost of constructing a power plant reduced to a daily per kW amount.
- **MISO LMP:** Cost incurred, expressed in dollars per kilowatt hour, to supply the last incremental amount of energy at a specific transmission node.
- **Peak Base Service:** The current month's peak kW during the current month's non-Trip Event days as measured by the Company Meter.
- **Peak Customer Load:** The current month's peak kW as measured by the Customer Meter.
- **Trip Event Days:** The number of days where the Customer's generation equipment operates at a level below the level of its nameplate designation and is communicated to the Company by the Customer within 24 hours of the start of the Trip Event. Fractional days are not permitted.
- **Trip Event Base Service kW:** The average kW during the previous ten non-Trip Event days prior to a Trip Event.
- **Trip Event Base Service kWh:** calculate the average daily kWh during the previous ten non-Trip Event days prior to a Trip Event using the Company Meter; then multiply the average daily kwh times the Trip Event Days.
- **Trip Event kWh:** The total kWh measured by the Company Meter during the days of a Trip Event

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**RATE BAMP**  
**BASE, BACKUP, AND**  
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**BACKUP RATES AND CHARGES**

The Rates and Charges for service hereunder shall be:

<b>Generation Capacity:</b>	110% of the daily MISO CONE kW Rate times the 'Billed Trip Event Capacity' kW times 'Trip Event Days' plus applicable Adjustments.	
<b>Energy Services:</b>	Hourly MISO LMP times the 'Billed Trip Event kWh' plus applicable Adjustments.	
<b>'Billed Transmission' plus applicable Adjustments:</b>	<u>\$ per kVa per day</u>	<u>\$ per kW per day</u>
<b>Transmission Services**:</b>	\$0.181	\$x.xxx
<b>Transmission Voltage Discount:</b> (if applicable)	\$0.077	n/a
<b>'Billed Distribution' plus applicable Adjustments:</b>	<u>\$ per kVa per day</u>	<u>\$ per kW per day</u>
<b>Distribution Services**:</b>	\$x.xxx	\$x.xxx
<b>Transformer Ownership Discount:</b> (if applicable)	n/a	\$0.015
<b>Other Direct Customer Assignable Costs:</b>	Customer is responsible for costs incurred by the Company that are directly assignable to the Customer	

\*\* Firm Transmission and Distribution Services number of days is the number of days in the month; Interruptible Transmission and Distribution Services number of days is 'Trip Event Days', if any. Customers may not contract for one firm and one interruptible Service.

**Backup Adjustments:**

- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

- Applicable Other Charges set forth in Appendix D shall be charged to Customer.

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**DUAL METERING REQUIREMENT**

Both a 'Customer Meter' and a 'Company Meter' are necessary for Backup Service. The installation cost of such meters is provided by the Customer.

**INTERCONNECTION REQUIREMENTS**

Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The distributed generation facility shall comply with the applicable requirements of 170 IAC 4-4.3.

Customer owning and operating a generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.

Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.

Customer shall execute Company's standard Distributed Generation Interconnection Application form and provide other information reasonably requested by Company for service. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute one form of acceptable proof.

**TERMS AND CONDITIONS OF SERVICE**

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
2. Customer shall agree that, upon Company request, Company shall have reasonable access to Customer's metering, control, and protective equipment. In the event of an emergency, hazard, or similar need, Customer shall agree that Company shall have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate, and maintain the generation facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with Company's system.
4. Company may, at its own discretion, isolate any generation facility if Company has reason to believe that continued interconnection with the generation facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.

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5. A disconnecting device must be located at the point of common coupling for all Level 3 interconnections and applicable Level 2 interconnections as determined by Company. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed generation facility such that voltage imbalance attributable to the generation facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.
8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the generation facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.
9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the generation facility.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. As provided in 170 IAC 4-4.3-10, the Company and the customer shall indemnify and hold each other harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including 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 other party or its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of the party's facilities.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.
13. A unity power factor is assumed unless otherwise specified in the Contract.

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**EXCESS GENERATION**

Except for insignificant minimal periodic over generation, Customer must request and receive specific permission to over generate and place energy on the Company's system. In no event will the Company compensate the Customer for such over generation.

**CONTRACT**

For Service hereunder, a written Contract is required for an initial term of not less than three (3) years, or for a longer period where unusual expenditures by Company may be necessary to furnish service to Customer, and such Contract shall continue for equal successive terms unless cancelled. This Contract shall specify the Rated Capacity of Customer's generating equipment and maximum Base Service kW. The maximum amount of Base Service kW made available from Company must be mutually agreed upon. The Contract may be cancelled by providing written notice to the other party, not less than one (1) year prior to the date of termination.

Note: Terms designated in single quotes are found in the Definition Section

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## RATE MLA MUNICIPAL LEVEE AUTHORITY SERVICE

### AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rate Schedule shall be applicable to any Municipal Levee Authority Customer with a Maximum Demand of more than 200kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, which elects service hereunder. Customers shall be classified for billing purposes based on Monthly Contract Demand as follows:

- MLA-2 – Up to and including 300 kW
- MLA-3 – Over 300 kW

### CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

### RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

#### **Customer Facilities Charge:**

- MLA-2 - \$34.49 per month
- MLA-3 - \$73.90 per month

#### **Demand Charge:**

The monthly charge for the first 10 kW of Billing Demand is included in the Energy Charge below.

\$13.23046 per kW per Month for all kW of Billing Demand in excess of 10 kW

#### **Energy Charge:**

- \$0.12025 per kWh for the first 1,000 kWh used per month
- \$0.08613 per kWh for the next 14,000 kWh used per month \*
- \$0.04005 per kWh for all over 15,000 kWh used per month

\*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

#### **Fuel Charge:**

\$0.048409 kWh for all kWh used per month

#### **Variable Production Charge:**

\$0.001691 per kWh for all kWh used per month

#### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

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**RATE MLA**  
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**Transformer Ownership Discount:**

This discount is available to any Customer electing service under this Rate Schedule, when Customer owns, operates and maintains all transformer facilities and receives service at Company's available Primary Voltage. Customer's current monthly bill will be decreased by forty-five and one-tenth cents (\$0.444) for each kW of Billing Demand.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider ADR – Aggregation Demand Response
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider TS – Temporary Service Rider
- Rider DR – MISO Demand Response

**Other Charges:**

Other Charges set forth in Appendix D be charged to Customer.

**DETERMINATION OF BILLING DEMAND**

Billing Demand shall be the higher of Maximum Demand and Monthly Contract Demand.

The Monthly Contract Demand shall be the demand amount agreed upon between Customer and Company in a Contract.

**SEPARATE METERING**

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the Maximum Demand of each meter. The energy use of the lighting and power meters shall also be added.

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**CONTRACT**

For service hereunder, a written contract is required for an initial term of not less than two (2) years and such contract shall continue for annual successive terms unless cancelled. The contract may be cancelled by either party by giving written notice to the other party not less than one (1) year prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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**RATE SL-1**  
**STREET LIGHTING SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for standard street and highway lighting service to any Customer which is a Municipal Corporation.

**CHARACTER OF SERVICE**

Company will furnish, install, own and operate all equipment comprising the street lighting system, including poles, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. All equipment shall be of standard design and construction as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment. Company reserves the right to furnish such service from either series or multiple circuits, or both.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charges:**

(Payable in twelve (12) equal monthly payments)

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**RATE SL-1**  
**STREET LIGHTING SERVICE**

(Continued)

(A) Series and/or Multiple Mercury Vapor Lamp Street Lighting Rates Limited to Lamps in Use and/or on order as of December 31, 1980.

Overhead Construction

175 Watt (Approximately 8,000 Lumens)  
Twin arm 175 Watt (Approximately 16,000 Lumens),  
maximum arm length 15' ... 180° mounting

Annual Facilities Charge Per Fixture

Wood Poles    Metal Poles

\$ 70.34	\$124.50
-	\$224.78

Underground Construction Where Breaking and Replacing Pavement and/or Sidewalk is Not Required

175 Watt (Approximately 8,000 Lumens)

Annual Facilities Charge Per Fixture

Metal Poles

\$136.80

(B) Series and/or Multiple High Pressure Sodium Street Lighting Rates.  
(Restricted to Lamps in use and/or on order as of December 31, 2018)

Overhead Construction

100 Watt (Approximately 8,000 Lumens)  
Twin arm 100 Watt (Approximately 16,000 Lumens)  
maximum arm length 15' ... 180° mounting  
150 Watt (Approximately 15,000 Lumens)  
200 Watt (Approximately 20,000 Lumens)  
Twin arm 200 Watt (Approximately 40,000 Lumens),  
maximum arm length 15' ... 180° mounting  
400 Watt (Approximately 45,000 Lumens)  
Twin arm 400 Watt (Approximately 90,000 Lumens)

Annual Facilities Charge Per Fixture

Wood Poles    Metal Poles

\$ 80.40	\$134.61
-	\$244.65
\$ 78.87	\$133.04
\$136.35	\$164.46
-	\$286.67
\$193.86	\$254.05
-	\$429.19

Effective:

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**RATE SL-1**  
**STREET LIGHTING SERVICE**

(Continued)

<u>Underground Construction Where Breaking and Replacing Pavement and/or sidewalk is Not Required</u>	<u>Annual Facilities Charge Per Fixture</u>
	<u>Metal Poles</u>
100 Watt (Approximately 8,000 Lumens)	\$146.66
Twin arm 100 Watt (Approximately 16,000 Lumens), Maximum arm length 15' ... 180° mounting	\$264.08
200 Watt (Approximately 20,000 Lumens) (where direct burial cable and imbedded type pole is used)	\$254.69
Twin arm 200 Watt (Approximately 40,000 Lumens), Maximum arm length 15' ... 180° mounting (where direct burial cable and imbedded type poles is used)	\$381.38
200 Watt (Approximately 20,000 Lumens), (where conduit and anchor base pole is used)	\$314.84
400 Watt (Approximately 45,000 Lumens), Twin arm 400 Watt (Approximately 90,000 Lumens)	\$374.32 \$513.34

(C) Series and/or Light Emitting Diode (LED) Street Lighting Rates.

<u>Overhead Construction</u>	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
60 Watt (Approximately 5,500 Lumens)	\$ 53.34	\$ 107.55
Twin arm 60 Watt (Approximately 11,000 Lumens) maximum arm length 15' ... 180° mounting	-	\$ 190.51
130 Watt (Approximately 15,000 Lumens)	\$ 115.08	\$ 143.18
Twin arm 130 Watt (Approximately 30,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$ 244.14
210 Watt (Approximately 24,000 Lumens)	\$ 201.66	\$ 261.85
Twin arm 210 Watt (Approximately 48,000 Lumens)	-	\$ 444.79

<u>Underground Construction Where Breaking and Replacing Pavement and/or sidewalk is Not Required</u>	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Metal Poles</u>	
60 Watt (Approximately 5,500 Lumens)	\$119.60	
Twin arm 60 Watt (Approximately 11,000 Lumens), Maximum arm length 15' ... 180° mounting	\$209.95	
130 Watt (Approximately 15,000 Lumens) (where direct burial cable and imbedded type pole is used)	\$233.42	
Twin arm 130 Watt (Approximately 30,000 Lumens), Maximum arm length 15' ... 180° mounting (where direct burial cable and imbedded type poles is used)	\$338.85	
130 Watt (Approximately 15,000 Lumens), (where conduit and anchor base pole is used)	\$293.59	
210 Watt (Approximately 24,000 Lumens), Twin arm 210 Watt (Approximately 48,000 Lumens)	\$382.10 \$528.93	

Effective:

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## **RATE SL-1** **STREET LIGHTING SERVICE**

(Continued)

In lieu of the annual rates herein set forth for underground service, Customer may elect to pay to Company prior to the installation of such underground service, the difference between the amount of investment required for the underground system and the amount required for a comparable overhead system. In the event Customer makes such election and payment, the rates herein provided for comparable overhead service shall apply.

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

### **PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

### **HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

### **CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

### **TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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**RATE SL-2**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lantern Type Luminaire)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in approved areas. This Rate Schedule is applicable only for post-top luminaires equipped with 175 Watt mercury vapor lamps, 100 Watt high pressure sodium, or 60 Watt LED lamps mounted on wood posts suitable for a mounting height of approximately 15 feet and supplied from underground conductor.

**CHARACTER OF SERVICE**

Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, fixtures, street lighting circuits, transformers, luminaires, and all appurtenances necessary to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, repair, and maintain all equipment.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charges:**

(Payable in twelve (12) equal monthly payments)

Underground Construction	<u>Annual Facilities Charge</u> <u>Per Fixture</u>
100 Watt (Approximately 8,000 Lumens) High Pressure Sodium Lamp – Wood Post (Restricted to Lamps in use as of December 31, 2018)	\$81.49
60 Watt (Approximately 5,500 Lumens) Light Emitting Diode (LED) Lamps – Wood Post	\$54.41

This Rate Schedule is restricted to the installation at Company expense of not more than an average of 50 feet of underground feeder per luminaire. Under this Rate Schedule, Company will not be required at its expense to break and replace or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated installed cost of all underground feeder in excess of an average of 50 feet per luminaire and the estimated cost of breaking, replacing, and for boring under pavement and/or sidewalk. The average length of underground feeder per luminaire shall be determined by dividing the total length of underground feeder installed by the number of luminaires installed pursuant to any one request order.

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**RATE SL-2**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lantern Type Luminaire)**

(Continued)

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

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**RATE SL-7**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Turn of the Century)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with mercury vapor lamps, high pressure sodium or LED lamps, on metal posts suitable for underground conductor in which Customer has made a contribution in aid of construction in the amount of the material cost of the posts and fixtures.

**CHARACTER OF SERVICE**

Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, luminaires, wiring, and all other appurtenances to supply service hereunder, except Customer will furnish and install the anchor bases, grounding systems, conduits, and handholds as specified by Company. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, and repair and maintain all equipment unless otherwise agreed to by the parties.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES****Annual Facilities Charge:**

(Payable in twelve (12) equal monthly payments)

<u>Underground Construction – Metal Post</u>	<u>Annual Facilities Charge</u> <u>Per Fixture</u>
100 Watt high pressure sodium lamp post top fixture on 12.5' steel post with cast iron ornamental top and base (Restricted to Lamps in use as of December 31, 2018)	\$198.05
60 Watt Light Emitting Diode (LED) lamp post top fixture on 16' steel post with aluminum ornamental top and base	\$170.99

Effective:

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**RATE SL-7**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Turn of the Century)**

(Continued)

This Rate Schedule is restricted to installation at Company expense of not more than an average of 45' of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 45' per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for installation by the number of units installed pursuant to any one request order.

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

Effective:

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**RATE SL-7**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Turn of the Century)**

(Continued)

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

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**RATE SL-8**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lighting Service)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium or LED lamps, on fiberglass posts suitable for underground conductor in which Customer has made a contribution in aid of construction in an amount that will limit the installed cost to Company to the amount included in the rate (\$400).

Customers other than a Municipal Corporation may be required to provide evidence of creditworthiness suitable to Company.

**CHARACTER OF SERVICE**

Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, luminaires, wiring, and all other appurtenances to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, and repair and maintain all equipment unless otherwise agreed to by the parties.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charges:**

(Payable in twelve (12) equal monthly payments)

<u>Underground Construction with Fiberglass Poles</u>	<u>Annual Facilities Charge</u>
	<u>Per Fixture</u>
100 Watt high pressure sodium (8,000 lumen) (Restricted to Lamps in use as of December 31, 2018)	\$99.15
60 Watt Light Emitting Diode (LED) (5,500 lumen)	\$72.08

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Effective:

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**RATE SL-8**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lighting Service)**

(Continued)

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

The Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of costs associated with replacement facilities.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

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## RATE OL OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)

### AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rate Schedule shall be applicable for outdoor lighting to any Customer including Community Organizations or Real Estate Developers.

### CHARACTER OF SERVICE

Service hereunder shall be dusk-to-dawn lighting service using a mercury lamp or a high pressure sodium lamp with photo-electric control. Lights installed in Municipal Corporations must be located on or extend over the property of Customer.

### RATES AND CHARGES

#### **Monthly Facilities Charge:**

For each lamp with luminaire and bracket (not over four (4) feet in length) including one span of secondary conductors and/or service drop, mounted on a suitable existing pole, and served from Company's secondary distribution system.

#### MERCURY VAPOR

(Limited to lamps in use or on order as of December 31, 1981)

175 Watt (approximately 7,000 lumen) lamp	– \$ 4.35 per lamp per month
400 Watt (approximately 20,000 lumen) lamp	– \$ 5.34 per lamp per month
400 Watt (approximately 20,000 lumen) lamp	– Directional Luminaire – \$ 6.71 per lamp per month
1,000 Watt (approximately 50,000 lumen) lamp	– Directional Luminaire – \$ 9.45 per lamp per month

#### HIGH PRESSURE SODIUM

(Limited to lamps in use or on order as of September 30, 2019)

100 Watt (approximately 8,000 lumen) lamp	– \$ 4.93 per lamp per month
100 Watt (approximately 8,000 lumen) lamp	– Directional Luminaire – \$ 5.31 per lamp per month
200 Watt (approximately 20,000 lumen) lamp	– \$ 6.90 per lamp per month
200 Watt (approximately 20,000 lumen) lamp	– Directional Luminaire – \$ 8.26 per lamp per month
400 Watt (approximately 45,000 lumen) lamp	– Directional Luminaire – \$14.13 per lamp per month

#### LIGHT EMITTING DIODE (LED)

40 Watt (approximately 5,000 lumen) lamp	– \$ 3.19 per lamp per month
50 Watt (approximately 5,000 lumen) lamp	– Directional Luminaire – \$ 3.57 per lamp per month
90 Watt (approximately 9,800 lumen) lamp	– Directional Luminaire – \$ 6.41 per lamp per month
180 Watt (approximately 23,900 lumen) lamp	– Directional Luminaire – \$12.68 per lamp per month

Effective:

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**RATE OL**  
**OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)**

(Continued)

When other new facilities are installed by Company, Customer will in addition to the above Monthly Facilities Charge, pay in advance of installation, the cost for the new overhead facilities extending from the nearest or most suitable pole of Company to the point designated by Customer for the installation of said lamp. Company, at its option, may permit Customer to pay for such additional facilities in equal monthly installments extending over a period not to exceed twelve (12) months.

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of the Monthly Facilities Charges for all outdoor lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**CONTRACT**

A Customer requesting service under this Rate Schedule, shall make and enter into a contract with Company in accordance with the following provisions:

- 1) The term of contract for Residential Customers will be for not less than one (1) year.
- 2) The term of contract for Non-Residential Customers will be for not less than three (3) years.
- 3) The term of contract for all Customers renting additional facilities on a monthly basis will be for not less than five (5) years.

Contracts for service hereunder may also contain other appropriate terms and conditions including annual payment in advance in cases where Company may deem it necessary to insure payment of Bills throughout the term of the contract.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

Effective:

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**RATE OL**  
**OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)**

(Continued)

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until approximately one-half hour before sunrise each day in the year, approximately 4,000 hours each year.

**OWNERSHIP OF FACILITIES**

All facilities installed by Company for service hereunder including fixtures, controls, poles, transformers, secondary line, lamps and other appurtenances shall be owned and maintained by Company. All service and necessary maintenance will be performed only during regular scheduled working hours of Company. Non-operative lamps will normally be restored to service within forty-eight (48) hours after notification by Customer.

When Customer requests that a lamp be mounted on Customer's pole or structure, Customer waives any claim for damages caused by the installation of secondary and lamp support attached to Customer's pole or structure.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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**RATE S**  
**EMERGENCY NOTIFICATION SIREN SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any emergency notification siren located in the service area of Company that does not receive service through a meter.

**RATES AND CHARGES**

The Monthly Charge for this service shall be \$15.60.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**CONTRACT**

Service under this Rate Schedule requires a written contract for a term of not less than one (1) year.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

Effective:

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## **RIDER ADR**

### **AGGREGATION DEMAND RESPONSE RIDER**

#### **PURPOSE**

The C&I Aggregation Demand Response Program will be operated by a third-party demand-response aggregator (who will be the Program Administrator) to obtain MISO-qualified energy and demand reductions from existing facilities by incentivizing customers to reduce energy usage through direct load control, manual response, and/or the use of behind the meter assets such as energy management systems or other properly permitted dispatchable resources. The Program Administrator will contract with eligible business customers to obtain the energy and demand reductions.

#### **AVAILABILITY**

This program is available throughout the Company's Service Area. The Company reserves the right to limit total MW participation as set forth in the applicable MISO Business Practices Manuals or as required by the Company.

#### **APPLICABILITY**

This program is applicable to any Customer served under Rate Schedules SGS, DGS, LP or HLF who has 1-hour interval metering and is not under contract with CenterPoint Energy to provide interruptible load. Customers may participate in both this program and in the CenterPoint Energy MISO Demand Response program but may not receive double compensation for providing the same service.

#### **CHARACTER OF SERVICE**

Participating in this program is optional and offers Customers the opportunity to reduce its electric costs. Customer will work with the Program Administrator who assists in providing the necessary services to effectively implement the Program. The Program Administrator will develop and enable each participating customer with a customized energy reduction plan and may provide control technology. Customers will have the opportunity to participate in Demand Response Events when called by MISO or the Company. The Program Administrator will deliver a notification to the Customer prior to calling an Event and will continue to communicate with the Customer throughout the Event. After the Event, the Program Administrator will deliver a performance report based on the results provided by the metering and control technologies in place. The Customer will receive Incentives based on the availability and execution of reducing energy use during an Event. Participants will receive Incentive payments directly from the Program Administrator.

#### **DEFINITIONS**

At all times, Customer must meet the requirements set by MISO for Load Modifying Resources "LMRs."

Event: Events shall be called when required by MISO or the Company to maintain system stability during emergency operating conditions.

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## **RIDER ADR**

### **AGGREGATION DEMAND RESPONSE RIDER**

(Continued)

**Program Seasons:** Customer may participate year-round or seasonally. Program Seasons are defined as follows:

Summer: June through August  
Fall: September through November  
Winter: December through February  
Spring: March through May

**Availability:** Customer must be available to respond to MISO-initiated Events during any active Program Season, subject to all MISO-defined limits. The number of interruptions shall not exceed five (5) times during the Summer and Winter and three (3) times during the Spring and Fall or as needed to meet the requirements specified in the applicable MISO Tariff and Business Practices Manuals (BPMs).

**Dispatch length:** The duration of the interruption shall meet the requirements of the applicable MISO Tariff and BPMs for LMRs with a sustained reduction in Demand for a minimum of four (4) consecutive hours.

**Notification:** The Program Administrator shall endeavor to provide Customer with as much notice of an Event as possible; however, Customer must interrupt its use within the shorter of sixty (60) minutes or in accordance with the requirements specified for LMRs in the applicable MISO Tariff and BPMs.

Notification of an Event will be communicated by phone, email, text, or other means as chosen by the Customer.

**Metering & Controls** The technology will be placed by the Program Administrator, as needed, to communicate with the Customer metering device and the Program Administrator's Operations Center.

Customer Incentive, Baseline, Nomination, Accepted/Delivered Capacity, Performance, and other key terms will be defined in Customer's contract with the Program Administrator.

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## **RIDER IP – 2** **INTERRUPTIBLE POWER SERVICE**

### **AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rider shall be applicable to Rate DGS, OSS, LP and HLF Customers with an interruptible demand of at least 200 kW who were taking service under this Rider during September 1997.

### **CHARACTER OF SERVICE**

- (1) Company reserves the right to interrupt service to Customer at any time to maintain system integrity at the sole discretion of Company.
- (2) The number of interruptions shall not exceed one (1) per day and the hours of interruption shall not exceed eight (8) hours per day or one hundred twenty (120) hours per year. These limits shall not apply during any period of extended emergency experienced by Company.
- (3) Company will endeavor to provide to Customer as much advance notice as possible of interruptions of service. However, Customer shall interrupt service within one (1) hour if so requested.
- (4) Customer shall provide auxiliary switching in their plant for the purpose of separating the interruptible load from the firm power load specified in the contract.
- (5) Customer shall provide communication equipment as specified by Company.
- (6) Customer shall specify in the initial contract a firm power level of demand which Customer agrees not to exceed during each interruption period. The firm power level of demand may be changed at the end of a five year contract term by Customer giving Company at least three (3) years written notice of the proposed change, except this restriction may be waived at the sole discretion of Company after analysis of its capacity requirements.

Before accepting the specified firm power level, Company shall have the right to verify Customer's ability to interrupt load within one (1) hour and to operate at that level for up to eight (8) hours per day.

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**RIDER IP – 2**  
**INTERRUPTIBLE POWER SERVICE**

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- (7) If Customer fails to interrupt load as requested by Company, Customer will not receive any credit for interruptible load for that month and will pay a penalty which is the greater of an amount equal to ten (10) times the capacity credit for each kW of demand above the firm power level or the cost incurred by Company due to Customer's failure to interrupt load as requested.

In addition, Company reserves the right to interrupt Customer's entire load including the specified firm power load, and to discontinue service under this tariff.

- (8) No responsibility of any kind shall attach to Company on account of any loss or damage caused by or resulting from any interruptions of service.

**CREDIT FOR INTERRUPTIBLE LOAD**

Customer will receive a credit to its monthly Bill equal to a capacity credit for each kW of monthly interruptible demand.

The capacity credit will be an amount equal to 50% of the avoided capacity cost of a combustion turbine found on Sheet No. 79, Cogeneration and Small Power Production, Rate CSP.

The monthly interruptible demand will be the Billing Demand as determined under the applicable Rate Schedule less the specified firm power level of demand.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate DGS, Rate OSS, Rate LP, or Rate HLF.

**CONTRACT**

A written contract for an initial term of not less than five (5) years is required and such contract shall continue for equal successive terms unless cancelled. Except as provided herein, this contract may be cancelled by either party by giving written notice to the other party not less than three (3) years prior to the date of termination.

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## **RIDER NM** **NET METERING RIDER**

### **AVAILABILITY**

This Rider shall be available throughout Company's Service Area subject to the terms of Indiana Code ("IC") 8-1-40 and subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Total participation in this Rider is limited to one and one half percent (1.5%) of Company's most recent aggregate summer peak load with 40% of that capacity reserved solely for residential customers, and 15% of that capacity reserved solely for facilities using renewable energy resources as described in Indiana Code ("IC") 8-1-37-4(a)(5). Service under this Rider shall be available on a first come, first served basis.

### **APPLICABILITY**

This Rider is applicable to any Customer receiving Electric Service electing service hereunder who has installed on its Premises an eligible net metering energy resource, as defined in IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(8), or other renewable energy technologies determined appropriate by the Commission. Customer must meet the Generator System Requirements and Interconnection Requirements specified below.

### **BILLING**

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to Customer exceeds the kWh delivered by Customer to Company during the billing period, Customer shall be billed for the kWh difference. If the kWh generated by Customer and delivered to Company exceeds the kWh supplied by Company to Customer during the billing period, Customer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference. Customer shall remain responsible for all applicable Rates and Charges, including Customer Facilities Charges, and Demand Charges as applicable. When Customer discontinues Net Metering Rider service, any unused credit will revert to Company.

Bill charges and credits will be in accordance with the standard Rate Schedule that would apply if Customer did not participate in this Rider.

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## **RIDER NM** **NET METERING RIDER**

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### **METERING**

If Customer's standard meter is capable of measuring electricity in both directions, it will be used for purposes of this Rider. If Customer's standard meter is not capable of measuring electricity in both directions, Company will at its expense install metering capable of net metering. For Customers receiving three-phase service Company will install, at Customer's expense, metering capable of net metering. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

In addition, Company reserves the right to install, at its own expense, a meter to measure the output of Customer's generator.

### **GENERATOR SYSTEM REQUIREMENTS**

Customer's generator system must meet the following requirements:

1. The nameplate rating of Customer's generator system must not exceed 1 megawatt ("MW");
2. The generator system must be owned and operated by Customer and must be located on Customer's Premises;
3. Customer's generator system must be intended primarily to offset part or all of Customer's requirements for electricity;
4. The generator system must operate in parallel with Company's distribution facilities; and
5. The generator system must satisfy the Interconnection Requirements specified below.

### **INTERCONNECTION REQUIREMENTS**

1. Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer owning and operating a generator system shall provide proof of liability insurance providing coverage for claims resulting from Bodily Injury and/or Property Damage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility, as provided in 170 IAC 4-4.2-8. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.

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**RIDER NM**  
**NET METERING RIDER**

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4. Customer shall execute Company's standard Indiana Customer Generation Application for Interconnection form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute acceptable proof.

**TERMS AND CONDITIONS OF SERVICE**

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
2. Customer shall agree that Company shall at all times have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation in parallel with Company's system.
4. Company may, at its own discretion, isolate any net metering facility if Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
5. A disconnecting device must be located at the point of common coupling for all Level 2 and 3 interconnections unless Company provides in writing a waiver of that requirement for a Level 2 net metering facility. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed net metering facility such that voltage imbalance attributable to the net metering facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.

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**RIDER NM**  
**NET METERING RIDER**

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8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the net metering facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.
9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's distribution system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the net metering facility.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of Customer-owned equipment and/or generators.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

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## RIDER EDG EXCESS DISTRIBUTED GENERATION RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area subject to the terms of Indiana Code ("IC") 8-1-40 and subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rider is applicable to any Customer receiving Electric Service electing service hereunder who has installed on its Premises an eligible distributed generation energy resource ("DG" resource) or other renewable energy technologies determined appropriate by the Commission. Customer must meet the Metering, Generator System Requirements, and Interconnection Requirements specified below. Customer must not be eligible for Rider NM.

### DEFINITIONS

The following definitions are applicable to Customers under Rider EDG:

**Excess Distributed Generation** – (kWh) in accordance with IC 8-1-40-5, the difference between (1) the electricity that is supplied by an electricity supplier to a customer that produces distributed generation; and (2) the electricity that is supplied back to the electricity supplier by the customer.

**Inflow** – (kWh) the separate meter channel measurement of energy supplied by Company to Customer.

**Outflow** – (kWh) the separate meter channel measurement of energy delivered by Customer to Company as Excess Distributed Generation.

**Rider EDG Billing Credit** – in accordance with IC 8-1-40-17 and 8-1-40-18, the credit determined by taking the Outflow multiplied by the Marginal DG Price.

**Rider EDG Billing Credit Balance** – in accordance with IC 8-1-40-18, the cumulative amount of Rider EDG Billing Credits not applied to a customer's bill due to Minimum Monthly Charge requirements.

**Net Metering Queue** – in accordance with IURC General Administrative Order ("GAO") 2019-2, a prioritized list for each of the three customer-generator types (residential, biomass, and non-reserved) by date of operation of distributed generation energy resource, date of application approval by the Company, and date of completed application by the Customer to the Company.

**Net Metering Operating Participant** – in accordance with GAO 2019-2, those customers who have completed installation and have a fully operating (or energized) DG resource.

**Net Metering Approved Participant** – in accordance with GAO 2019-2, those customers who have applied and received approval from the utility, and who have signed an interconnection agreement with the utility.

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**EXCESS DISTRIBUTED GENERATION RIDER**

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**Net Metering Queue Participant** – in accordance with GAO 2019-2, those customers who have applied but not yet received approval from the utility to complete an interconnection agreement.

**Rider NM Participation Cap** – in accordance with IC 8-1-40, participation in Rider NM is limited to one and one-half percent (1.5%) of Company's most recent aggregate summer peak load.

**BILLING**

During the Month, Company shall measure the total kWh amount of Inflow and the total kWh amount of Outflow.

The Inflow kWh for the Month shall be billed in accordance with the Customer's standard Rate Schedule, with all applicable rates and charges (heretofore defined as *Standard Charges*).

The Excess DG kWh (Outflow) for the Month shall be multiplied by the Marginal DG Price to determine the Rider EDG Billing Credit.

For each Month, the Customer will be billed the Minimum Monthly Charge as defined in the Customer's applicable Rate Schedule. If the portion of the Customer's bill for the Month attributed to the Rider EDG Billing Credit is in excess of the amount attributed to Standard Charges less the Minimum Monthly Charge, the amount in excess will be accumulated in a Rider EDG Billing Credit Balance for use in a subsequent period.

If the portion of the Customer's bill for the Month attributed to the Standard Charges is in excess of the Rider EDG Billing Credit, any remaining Rider EDG Billing Credit Balance will be applied until the bill becomes the Minimum Monthly Charge or until the Rider EDG Billing Credit Balance becomes zero.

In accordance with IC 8-1-40-18, when Customer discontinues Rider EDG service and no longer receives retail electric service from the Company at the Premises, any unused and remaining Rider EDG Billing Credit Balance will revert to Company.

**MARGINAL DG PRICE**

Marginal DG Price is the average marginal price of energy paid by the Company during the most recent calendar year, multiplied by one and twenty-five hundredths (1.25), in accordance with IC 8-1-40-17.

**Marginal DG Price:**

\$0.08792 for all Outflow kWh

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**METERING**

Customer's eligible for Rider EDG will be required to have a meter installed which can separately measure Inflow and Outflow. If Customer's standard meter is not capable of measuring Inflow and Outflow separately, Company will at its expense install a meter to meet the requirements of Rider EDG.

For Customers receiving three-phase service Company will install, at the Company's expense, a meter to meet the requirements of Rider EDG. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

**ELIGIBILITY**

Customers eligible for Rider EDG must not be eligible for Rider NM. Eligibility for Rider EDG and Rider NM will be determined based upon the Company's Net Metering Queue, maintained on the Company's website in accordance with GAO 2019-2.

1. For all Net Metering Queue Participants, eligibility will be determined once the customer (Net Metering Queue Participant) becomes a Net Metering Approved Participant.
2. Those customers that become a Net Metering Approved Participant before the Rider NM Participation Cap is met, will be eligible for Rider NM once operational in accordance with the requirements of IC 8-1-40 et seq.
3. Those customers that become a Net Metering Approved Participant after the Rider NM Participation Cap is met, will be eligible for Rider NM once operational in accordance with the requirements of IC 8-1-40 et seq., provided that the customer:
  - a. has not been a Net Metering Approved Participant for greater than one year without becoming operational; and
  - b. was a Net Metering Approved Participant prior to approval of Rider EDG.

If these conditions are not met, then the Net Metering Approved Participant will not be eligible for Rider NM and will become eligible for Rider EDG.

4. Net Metering Operating Participants prior to approval of Rider EDG will remain eligible for Rider NM in accordance with IC 8-1-40 guidelines.
5. The eligibility of Net Metering Operating Participants after approval of Rider EDG will be determined upon their status as Net Metering Approved Participants in accordance with the specifications listed above.

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**DISTRIBUTED GENERATOR SYSTEM REQUIREMENTS**

Customer's distributed generator system must initially and continuously meet the following requirements in accordance with IC 8-1-40-3. The Company retains the right to periodically verify adherence to these requirements. Lack of adherence to the requirements revokes the applicability of this Rider.

1. The nameplate rating of Customer's generator system must not exceed 1 megawatt ("MW");
2. The generator system must be owned and operated by Customer and must be located on Customer's Premises;
3. Customer's generator system installed kW nameplate rating shall not represent an intent to exceed a Customer's on-going twelve-month kWh usage;
4. The generator system must operate in parallel with Company's distribution facilities;
5. The generator system must satisfy the Interconnection Requirements specified below;
6. The generator system cannot be used primarily for emergency backup purposes; and
7. The generator system must not be operating under the NM Rider.

**INTERCONNECTION REQUIREMENTS**

1. Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The distributed generation facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer owning and operating a generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Customer shall execute Company's standard Indiana Customer Generation Application for Interconnection form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute one form of acceptable proof.

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**TERMS AND CONDITIONS OF SERVICE**

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
2. Customer shall agree that, upon Company request, Company shall have reasonable access to Customer's metering, control, and protective equipment. In the event of an emergency, hazard, or similar need, Customer shall agree that Company shall have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate, and maintain the distributed generation facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with Company's system.
4. Company may, at its own discretion, isolate any distributed generation facility if Company has reason to believe that continued interconnection with the distributed generation facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
5. A disconnecting device must be located at the point of common coupling for all Level 3 interconnections and applicable Level 2 interconnections as determined by Company. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed distributed generation facility such that voltage imbalance attributable to the distributed generation facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.
8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the distributed generation facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.

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9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's distribution system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the distributed generation facility.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. As provided in 170 IAC 4-4.3-10, the Company and the customer shall indemnify and hold each other harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including 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 other party or its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of the party's facilities.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

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## RIDER DLC DIRECT LOAD CONTROL RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Not available to customers enrolled in the Thermostat Load Control rider.

### APPLICABILITY

This Rider shall be applicable to any Customer for whom Company has installed a Direct Load Control switch on its electric cooling unit(s), and electric water heater(s), as applicable. To enroll an electric water heater, an air conditioner or heat pump must also be enrolled. This Rider is closed to new Customers.

### CHARACTER OF SERVICE

The Direct Load Control switch will be activated by a radio signal which will cycle off Customer's cooling units and electric water heaters for a few minutes each half hour, during periods of peak electricity demand, as determined by Company.

### CREDITS

The DLC credits below shall be applied during the Months of June through August inclusive:

- \$5.00 per Month for each electric air conditioner or heat pump less than or equal to five (5) tons.
- \$4.00 per Month per kW for each electric air conditioner or heat pump greater than five (5) tons.
- \$2.00 per Month for each electric water heater.

### TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule.

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## RIDER IC INTERRUPTIBLE CONTRACT RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rider shall be applicable to any Rate Schedule DGS with prior year Maximum Demand greater than 100 kW , MLA, LP or HLF Customer electing service hereunder who can provide for not less than 1000 kW of interruptible demand. Customer may participate in both this program and in the CenterPoint Energy MISO Demand Response program but may not receive double compensation for providing the same service.

### CHARACTER OF SERVICE

Service under this Rider will require Customer to interrupt a portion of its normal utilization of power from Company, limiting its demand to a predetermined Firm Service Level, within the shorter of sixty (60) minutes or in accordance with the requirements specified for Load Modifying Resources (LMRs) as defined by MISO's Tariff and Business Practice Manuals (BPMs). Company reserves the right to call for Interruptions during local emergency conditions. This Rider shall not apply if a service interruption resulting from system emergency operating conditions should occur.

### DEFINITIONS

Interruptions:

The number of interruptions called for by Company shall not exceed five (5) times during the Summer and Winter and three (3) times during the Spring and Fall as needed to meet the requirements specified in the applicable MISO Tariff and BPMs. The duration of the interruption shall be specified by Company with a sustained reduction in Demand for a minimum of four (4) consecutive hours or as required by the applicable MISO Tariff and BPMs. Interruptions may be called for by Company by Notification, at any time throughout the applicable MISO Planning Seasons.

These limits shall not apply during any period of extended emergency conditions experienced by Company or emergency conditions within the MISO footprint..

Program Seasons:

Customer may participate year-round or seasonally. Program Seasons are defined as follows:

Summer: June through August  
Fall: September through November  
Winter: December through February  
Spring: March through May

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**RIDER IC**  
**INTERRUPTIBLE CONTRACT RIDER**  
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Notification: Company shall endeavor to provide Customer with as much notice of interruption as possible; however, Customer must interrupt its use within the shorter time frame defined by MISO's Tariff and BPMs or sixty (60) minutes as requested.

Notification of an interruption will be provided means of communication (telephone, text or email) as chosen by Customer, to the phone number and, or email address specified by Customer; the communication (telephone, text or email) left at designated phone number or email address shall be deemed to be received when communication is left.

Interruptible Demand (kVa): Customer's Actual Demand less the Firm Service Level.

Firm Service Level (kVa): The specified level of demand which Customer agrees not to exceed during an interruption, and which can reasonably be expected to result in 100kW or more of its normal usage demand being available for interruption.

Billing Demand (kVa): Customer's Billing Demand as otherwise determined under the rate schedule covering its firm service.

Actual Demand (kVa): Customer's maximum actual demand recorded in the billing month.

Capacity Credit (\$/kVa): The Capacity Credit is equal to 90% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.

Annual Testing: Customer must participate in annual testing in the calendar year prior to the MISO Planning Year and provide data to Company before MISO registration deadlines. Data shall include (1) Meter data for the entire day of the test day; (2) Historical Meter data for ten (10) days around the MISO peak; and (3) any other supporting documentation necessary to demonstrate ability to curtail Customer's load to Firm Service Level for a minimum period of one (1) hour.

Customer may also demonstrate capability through data obtained during a MISO Event or utilizing operational data that meets the annual testing requirements.

Daily Availability: Customer shall provide the status of available capability daily, prior to 8:00 A.M. Central Standard Time on the day before each MISO operating day as required to update the MISO Demand Side Resource Interface (DSRI).

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## **RIDER IC** **INTERRUPTIBLE CONTRACT RIDER**

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### **DETERMINATION OF INTERRUPTIBLE CREDIT**

Customer shall receive a credit to its Bill equal to the Capacity Credit for each kW of Interruptible Demand.

### **METERING REQUIREMENTS**

If Customer does not have appropriate meters and telemetry for the applicable DR Program as defined by MISO Tariff and BPMs, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install necessary metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment.

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO Tariff and BPMs.

### **PENALTY FOR FAILURE TO INTERRUPT**

Failure to reduce load to the Firm Service Level within the time specified by Company's notification will result in the following penalties: (1) Customer to be billed costs incurred by Company to replace the deficient Interruptible Demand based on the specified reduction not achieved and the MISO penalty provisions defined in the applicable MISO Tariff and BPM; (2) Customer will be ineligible for Capacity Credit for the remainder of the MISO Planning Season, as defined above; (3) Customer will be charged the full cost for Replacement Capacity for the remainder of the MISO Planning Season for the amount of Interruptible Demand that Customer failed to achieve. In the event that the Customer is unavailable on a second occasion when called upon to reduce load to the Firm Service Level within the time specified by Company's notification, the Customer will be removed from the Program and will not be eligible to re-enroll for the remainder of the current MISO Planning Year and for the next MISO Planning Year.

### **CONTRACT**

A written contract for an initial term of not less than two (2) years is required, and such contract shall continue for equal successive terms unless canceled. Except as provided herein, this contract may be canceled by either party no later than November 1<sup>st</sup> prior to the upcoming year. Customer must provide interruptible service through the end of the MISO planning period to continue to receive the interruptible credit and avoid a potential penalty for failure to interrupt.

### **TERMS AND CONDITIONS OF SERVICE**

- (1) Before accepting Customer's specified Firm Service Level, Company shall have the right to verify Customer's ability to operate at that level for up to four (4) hours per day, for the minimum number of times required for LMRs in the MISO Tariff and BPMs and that it will result in a reasonable expectation that 100 kW or more of normal usage demand will be available for interruption.
- (2) Customer shall provide at its own expense auxiliary switching in its facilities for the purpose of separating the interruptible load from the firm power load.
- (3) No responsibility of any kind shall attach to Company, or on account of, any loss or damage caused by or resulting from any interruptions of service hereunder.

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**RIDER IC**  
**INTERRUPTIBLE CONTRACT RIDER**

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- (4) Service under this Rider will also be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate LP or HLF.
- (5) Company shall have access to provide meter data communication system, at the Customer's expense, for the purpose of the Customer demonstrating the reduction in load in the real-time.
- (6) Customer must sign up for tariff before November 1<sup>st</sup> in order to qualify for MISO's seasonal capacity auction and participate beginning on June 1<sup>st</sup>.

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## **RIDER IO** **INTERRUPTIBLE OPTION RIDER**

### **AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rider shall be applicable to any Rate Schedule DGS with prior year Maximum Demand greater than 100 kW, MLA, OSS, LP, or HLF Customer electing service hereunder who will interrupt a portion of its normal electrical load during periods of request from Company. Customer's estimated load interruption capability must exceed 100 kW to be eligible hereunder. This Rider is not applicable to service that is otherwise interruptible or subject to displacement under Rate Schedules or Riders of Company. Customers may participate in both this program and in the CenterPoint Energy MISO Demand Response program but may not receive double compensation for providing the same service

### **CHARACTER OF SERVICE**

Service under this Rider will require Customer to operate to reduce its normal energy usage during requested energy interruption periods, by 100 kW or more. Notification of Interruption Periods will be made by Company and Customer must respond within the shorter of sixty (60) minutes or in accordance with the requirements specified for Load Modifying Resources (LMRs) as defined by MISO's Tariff and Business Practice Manuals (BPMs). Company reserves the right to call for Interruptions during local emergency conditions. This Rider shall not apply if a service interruption resulting from system emergency operating conditions should occur.

### **DEFINITIONS**

Interruptions:

The number of interruptions called for by Company shall not exceed five (5) times during the Summer and Winter and three (3) times during the Spring and Fall as needed to meet the requirements specified in the applicable MISO Tariff and BPMs. The hours of requested interruption shall be specified by Company with a sustained reduction in Demand for a minimum of four (4) hours or as required by the applicable MISO Tariff and BPMs. Interruptions may be called at any time throughout the MISO Planning Seasons. Company reserves the right to call for interruptions during local emergency conditions.

These limits shall not apply during any period of extended emergency conditions experienced by Company or emergency conditions within the MISO footprint.

Program Seasons:

Customer may participate year-round or seasonally. Program Seasons are defined as follows:

Summer: June through August  
 Fall: September through November  
 Winter: December through February  
 Spring: March through May

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## RIDER IO INTERRUPTIBLE OPTION RIDER

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Notification:	<p>Company shall endeavor to provide Customer with as much notice of interruption as possible, however, Customer must interrupt its use within the shorter time frame defined by MISO's Tariff and BPMs or 60 minutes as requested.</p> <p>Notification of an interruption will be provided by means of communication (telephone, text or email) as chosen by to Customer, to the phone number and, or email address specified by Customer; the communication (telephone, text or email) left at the designated phone number or email address shall be deemed to be received when left.</p>
Interrupted Demand (kW):	The average hourly difference between Customer's actual demand during the Interruption period(s) in the month, and the average Actual Demand occurring in the two hours preceding Company's Notification.
Interrupted Energy (kWh):	The amount of energy calculated as interrupted by multiplying the Interrupted Demand by the hours of interruption during the month.
Billing Demand (kW/kVa):	Customer's Billing Demand as otherwise determined under its applicable Rate Schedule.
Actual Demand (kW/kVa)	Customer's actual use demand recorded on a fifteen (15) minute integrated period basis by Company metering in the two hours preceding any interruption notice in the month.
Interrupted Capacity Credit (\$/Kw/kVa):	The Interrupted Capacity Credit is equal to 80% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.
Interrupted Energy Credit (\$/kWh):	The Interrupted Energy Credit is equal to the Fuel Cost Adjustment for Customer's applicable Rate Schedule.
Annual Testing	<p>Customer must participate in annual testing in the calendar year prior to the MISO Planning Year and provide data to Company before MISO registration deadlines. Data shall include (1) Meter data for the entire day of the test day; (2) Historical Meter data for ten (10) days around the MISO peak; and (3) any other supporting documentation necessary to demonstrate ability to curtail Customer's load to Firm Power Demand for a minimum period of one (1) hour.</p> <p>Customer may also demonstrate capability through data obtained during a MISO Event or utilizing operational data that meets the annual testing requirements.</p>
Daily Availability:	Customer shall provide the status of available capability daily, prior to 8:00 A.M. Central Standard Time on the day before each MISO operating day as required to update the MISO Demand Side Resource Interface (DSRI).

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**DETERMINATION OF INTERRUPTION CREDIT**

Customer shall receive a credit to its Bill equal to the Capacity Credit for each kW/kVa of Interrupted Demand determined for that month, from the following formula:

Capacity Credit = (Customer average Actual Demand(s) before Interruption period(s)-(kWh used during Interruption period(s)/hours duration of Interruption period(s)) X Interrupted Capacity Credit (\$kW/kVa)

Customer shall receive a credit to its Bill equal to the Energy Credit for each kWh of Interrupted Energy determined for that month, from the following formula:

Energy Credit = (Interrupted Energy) X Interrupted Energy Credit (\$/kWh)

**METERING REQUIREMENTS**

If Customer does not have appropriate meters and telemetry for the applicable DR Program as defined by MISO Tariff and BPMs, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install necessary metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment.

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO BPMs.

**PENALTY FOR FAILURE TO INTERRUPT**

Failure to reduce load to the Firm Power Demand within the time specified by Company's notification will result in the following penalties: (1) Customer to be billed costs incurred by Company to replace the deficient Interruptible Demand based on the specified reduction not achieved and the MISO penalty provisions defined in the applicable MISO Tariff and BPM; (2) Customer will be ineligible for Capacity Credit for the remainder of the MISO Planning Season as defined above; (3) Customer will be charged the full cost for Replacement Capacity for the remainder of the MISO Planning Year for the amount of Interruptible Demand that Customer failed to achieve. In the event that the Customer is unavailable on a second occasion when called upon to reduce load to the Firm Power Demand within the time specified by Company's notification, the Customer will be removed from the Program and will not be eligible to re-enroll for the remainder of the current MISO Planning Year and for the next MISO Planning Year.

**CONTRACT**

A written contract for an initial term of not less than two (2) year is required and such contract shall continue for equal successive terms unless canceled. Except as provided herein, this contract may be canceled by either party no later than November 1<sup>st</sup> prior to the upcoming year. Customer must provide interruptible service through the end of the MISO planning period to continue to receive the interruptible credit and avoid a potential penalty for failure to interrupt.

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**TERMS AND CONDITIONS OF SERVICE**

Company shall have access to provide meter data communication system, at the Customer's expense, for the purpose of the Customer demonstrating the reduction in load in the real-time.

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule DGS, MLA, OSS, LP or HLF.

New customers must sign up for the tariff before November 1<sup>st</sup> in order to qualify for MISO's seasonal capacity auction and participate beginning on June 1<sup>st</sup>.

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## **RIDER AFS** **ALTERNATE FEED SERVICE RIDER**

### **AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to Company having or making available adequate capacity, as determined by Company.

### **APPLICABILITY**

Rider AFS is applicable to any Customer who requests a Primary Voltage alternate feed after May 3, 2011 who receives service under Rate Schedule DGS, MLA, OSS, or LP.

### **CHARACTER OF SERVICE**

Rider AFS provides an electing customer with redundant distribution service through a redundant distribution line and/or distribution substation transformer, with automatic or manual switch-over and recovery, resulting in increased reliability for distribution service. AFS provided under this Rider may not be available at all times, including emergency situations.

Company shall have sole responsibility for determining the basic service circuit and the AFS circuit.

Company assumes no liability should the AFS circuit, transfer switch, or other equipment required to provide AFS fail to operate as designed, is unsatisfactory, or is not available for any reason.

### **RATES AND CHARGES**

The Rates and Charges for service under this Rider shall be:

Capacity Reservation Demand Charge	\$2.41 per kW/kVa per month
Testing of transfer switch/control module	\$240.00 per test

### **Other Charges:**

Customer shall pay for charges as described in the other sections of this Rider.

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

### **SYSTEM IMPACT STUDY CHARGE**

Company shall charge Customer for the actual incremental cost incurred by Company, if any, to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to: (1) identification of Customer load requirements, (2) identification of the potential facilities needed to provide AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch, (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. Company will provide to Customer an estimate of charges for this study.

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**RIDER AFS**  
**ALTERNATE FEED SERVICE RIDER**

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**EQUIPMENT AND INSTALLATION CHARGE**

Customer shall pay, in advance of construction, for all equipment and installation costs for all dedicated and/or local facilities provided by Company required to furnish either a new or upgraded AFS to Customer. The payment shall be grossed-up for federal and state income taxes and assessment fees. Customer shall not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by Company and shall include, but not be limited to: (1) all costs associated with the dedicated and/or local AFS facilities provided by Company and (2) any costs or modifications to Customer's basic service facilities.

Customer is responsible for all costs associated with providing and maintaining telephone service, where necessary, for use with metering to notify Company each time a transfer of service to the AFS or return to basic service occurs.

**TRANSFER SWITCH PROVISIONS**

Customer shall make a request to Company for approval three (3) days in advance for any planned switching. After a transfer of service to the AFS, Customer utilizing a manual or semi-automatic transfer switch shall return to the basic service within one (1) week or as mutually agreed to by Company and Customer. In the event system constraints require a reversion to basic service to be expedited, Company will endeavor to provide as much advance notice as possible to Customer. However, Customer shall accomplish the transfer back to the basic service within ten (10) minutes if notified by Company of system constraints. In the event Customer fails to return to basic service within 12 hours, or as mutually agreed to by Company and Customer, or within ten minutes of notification of system constraints, Company reserves the right to immediately disconnect Customer's load from the AFS source. If Customer does not return to the basic service as agreed to, or as requested by Company, Company may also provide 30 days' notice to terminate the AFS agreement with Customer.

**Primary Voltage Customers**

In the event Customer receives basic service at Primary Voltage, Customer shall install, own, maintain, test, inspect, operate, and replace the transfer switch. Customer-owned switches are required to be at Primary Voltage and must meet Company's engineering, operational and maintenance specifications. Company reserves the right to inspect Customer-owned switches periodically and to disconnect the AFS for adverse impacts on reliability or safety.

Existing AFS customers, who receive basic service at Primary Voltage and are served via a Company-owned transfer switch and control module, may elect for Company to continue ownership of the transfer switch. When Company-owned transfer switch and/or control module requires replacement, and Customer desires to continue the AFS, Customer shall pay Company the total cost, which shall be grossed up for federal and state income taxes and assessment fees to replace such equipment. In addition, Customer shall pay the rate as described in the Rates and Charges section of this Rider for Company to test the transfer switch/control module as frequently as deemed necessary by Company, but at least annually. Customer shall further reimburse Company for the actual costs incurred in maintaining Company-owned transfer switch and control module.

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**RIDER AFS**  
**ALTERNATE FEED SERVICE RIDER**

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**Secondary Voltage Customers**

In the event Customer receives basic service at Secondary Voltage and requests AFS, Company will provide the AFS at Primary Voltage. Company will install, own, maintain, test, inspect and operate the transfer switch and control module. Customer shall pay Company for all costs associated with the transfer switch installation. The payment shall be grossed-up for federal and state income taxes and assessment fees, and shall be non-refundable. In addition, Customer is required to pay the rate as described in the Rates and Charges section of this Rider for Company to test the transfer switch/control module as frequently as deemed necessary by Company, but at least annually. Customer shall further reimburse Company for the actual costs incurred in maintaining Company-owned transfer switch and control module. When Company-owned transfer switch and/or control module requires replacement, and Customer desires to continue the AFS, Customer shall pay Company the total cost, which shall be grossed up for federal and state income taxes and assessment fees, to replace such equipment.

**MONTHLY AFS CAPACITY RESERVATION DEMAND CHARGE**

Monthly AFS charges will be in addition to all Rates and Charges applicable to Customer under Customer's applicable Rate Schedule.

**AFS CAPACITY RESERVATION**

Customer shall reserve a specific amount of AFS capacity equal to, or less than, Customer's normal maximum requirements, but in no event shall Customer's AFS capacity reservation under this Rider exceed the capacity reservation for Customer's basic service under Customer's applicable Rate Schedule. Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

If Customer plans to increase the AFS demand at any time in the future, Customer shall promptly notify Company of such additional demand requirements. Customer's AFS capacity reservation and billing will be adjusted accordingly. Customer will pay Company the actual costs, grossed-up for federal and state income taxes and assessment fees, of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to an AFS construction agreement. If Customer exceeds the agreed upon AFS capacity reservation, Company reserves the right to disconnect the AFS. If Customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes Company facilities or electrical service to other customers, Company reserves the right to disconnect the AFS immediately. If Company agrees to allow Customer to continue AFS, Customer shall be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, Customer shall promptly notify Company regarding any reduction in the AFS capacity reservation.

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## **RIDER AFS** **ALTERNATE FEED SERVICE RIDER**

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Customer may reserve partial-load AFS capacity, which shall be less than Customer's full requirements for basic service, subject to the conditions in this provision. Prior to Customer receiving partial-load AFS capacity, Customer shall be required to demonstrate or provide evidence to Company that Customer has installed demand-controlling equipment that is capable of curtailing load when a switch has been made from basic service to the AFS. Company reserves the right to test and verify Customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

### **DETERMINATION OF BILLING DEMAND**

#### **Full-load Requirement**

For Customers requesting AFS equal to their load requirement for basic service, the AFS Billing Demand each month shall be the Maximum Demand; however, the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) Customer's AFS capacity reservation, or (b) Customer's highest previously established monthly Billing Demand on the AFS during the Prior Year, or (c) Customer's basic service capacity reservation, or (d) Customer's highest previously established monthly billing demand on basic service during the Prior Year.

#### **Partial-load Requirement**

For Customers requesting partial-load AFS capacity reservation that is less than Customer's full requirements for basic service, the AFS billing demand each month shall be the Maximum Demand; however, the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) Customer's AFS capacity reservation, or (b) Customer's highest previously established Maximum Demand on the partial-load AFS during the Prior Year.

### **CONTRACT**

The AFS Contract under this Rider shall be for a period of not less than five (5) years and shall remain in effect thereafter until either party provides at least twelve (12) months' written notice to the other of the intention to discontinue service under the terms of this Rider.

Disconnection of AFS under this Rider due to reliability or safety concerns associated with Customer-owned transfer switches will not relieve Customer of payments required hereunder for the duration of the Contract term.

Upon receipt of a request from Customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), Company will provide Customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS. An AFS Contract will be filed with the Commission. The AFS Contract shall provide full disclosure of all rates, terms and conditions of service under this Rider, and any and all agreements related thereto.

### **TERMS AND CONDITIONS**

This Rider is subject to Company's General Terms and Conditions of Service.

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## RIDER ED ECONOMIC DEVELOPMENT RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

The Economic Development Rider shall be applicable to any new Non-Residential Customer who establishes initial permanent service in a new or existing establishment, and to any existing Non-Residential Customer who expands an existing establishment, who:

1. Receives service under Rate DGS, LP, or HLF,
2. Makes application to Company for service under this Rider,
3. Has applied for and received economic development assistance from State and/or local government or other public agency,
4. Affirms that without this Rider, it would not be financially advantageous for Customer to expand the existing or build the proposed new establishment.

Customer's new growth project must also meet all of the following minimum criteria:

1. Result in capital investment at Customer's establishment of one million dollars (\$1,000,000)
2. Expected load addition of 500 kVa/kW or more per month at one delivery point.
3. Result in the creation of 10 new full-time equivalent jobs at the same location.

Company may also apply this Rider to an existing customer who, but for economic incentives being provided from the State and/or local government or public agency, would leave or not expand facilities within Company's service area. In this event, Customer must agree, at a minimum, to retain the current number of full-time equivalent jobs at the existing location.

For new Customers, application for service hereunder must be made at the time of initial application for electric service.

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**RIDER ED**  
**ECONOMIC DEVELOPMENT RIDER**

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This Rider is not available:

1. To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, unless the prior owner was a customer hereunder or the ownership change is accompanied by State, local governmental or other public agency economic assistance.
2. To a new Customer who has relocated to Company's Service Area from another location within the State.
3. For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.

**EVIDENCE OF CONTINUING APPLICABILITY**

Customer shall make available to Company, at its reasonable request, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.

**RATES AND CHARGES**

Customer receiving service under this Rider:

1. Shall receive a credit to the Monthly Billing Demand Charge due per month under the applicable tariff rate schedule for a period of thirty-six (36) consecutive months, as follows:
  - a. for all qualifying demand additions, credit of up to \$4.50 per kVA/kW.
  - b. The applicable credit denoted in (a) will be limited such that, when combined with any other credits for which Customer qualifies, the resulting net demand charge applicable to Customer's "eligible demands" shall not be less than \$0.00 per kVa/kW in any month.

The monthly base period demand shall be specified in the contract and will be the average of the Maximum Demands during the 12 months preceding the new demand addition or parts thereof. Any demand served greater than the monthly base period demand will be considered new demand additions and shall qualify for the credit.

2. Shall designate the date on which the Billing Demand credits shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application.
3. Shall continue to be billed the full amount of all other Monthly Rates and Charges applicable to Customer's applicable Rate Schedule.
4. Shall resume being billed the full Monthly Rates and Charges under Customer's applicable Rate Schedule after receiving service under this Rider for thirty-six (36) months.

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## **RIDER ED** **ECONOMIC DEVELOPMENT RIDER**

(Continued)

### **ELIGIBLE DEMANDS**

1. For new Customers, "eligible demands" are defined as all demand, subject to Customer having met the qualifying criteria.
2. For existing Customers adding new electric load to an existing establishment, "eligible demands" are defined as all incremental demand above the Customer's historical usage, subject to Customer having met the qualifying criteria.
3. For existing Customers which meet the applicable retention criteria requirements, "eligible demands" will be determined by Company, giving consideration to Customer's historical usage.

### **CONTRACT**

Upon approval of application by Company, Customer must enter into a Contract under this Rider for a contract period of six (6) years. Employment additions must occur no later than six months following Company's approval of the Contract and initiation of service hereunder.

The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this Rider, including, but not limited to, the requirement for Customer to pay to Company the difference between the total charges under this Rider and the otherwise applicable Rate Schedule charges if during the term of the Contract Customer fails to meet the employment additions and retentions specified at the beginning of the service relationship.

In the event a change in ownership occurs after Customer has entered into a Contract under this Rider, Customer shall receive service hereunder for the balance of the term of the Contract, as long as the new owner upholds all other conditions of the Contract and this Rider.

Company reserves the right to immediately terminate service under this Rider, if Company determines that Customer has failed to comply with the terms of the APPLICABILITY section, or this Contract, at any time during the term of the Contract.

### **TERMINATION**

This Rider may be terminated by Company upon approval by the Commission, with such request for termination provided to the Commission at least twelve (12) months prior to the proposed effective date of Rider termination ("Termination Date"). Customers making application for service hereunder prior to the Termination Date shall be eligible for the full thirty-six (36) months of Billing Demand credit described herein.

Once a Customer enters into a new Contract hereunder, that Customer will receive credits pursuant to this Rider, under the then-current terms of this Rider, for the duration of the Contract term.

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## RIDER AD AREA DEVELOPMENT RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

The Area Development Rider is applicable to any Non-Residential Customer who:

1. Receives service under Rate DGS, LP, or HLF,
2. Makes application to Company for service under this Rider,
3. Has a Maximum Demand in any month during the Prior Year, or if new Customer, has an estimated Maximum Demand, of 300 kW/KVa or higher at this single location, and
4. Qualifies for one of the following area development categories:

**Urban Redevelopment:** Any new Customer who locates in an existing building of 25,000 square feet or more, which has been unoccupied and/or remained dormant for a period of two (2) years or more, as determined by Company, or

**Brownfield Redevelopment:** Any Customer who locates a new or existing establishment in a designated Brownfield Redevelopment Area (as defined by Indiana or Federal Law), or

**Economic Development Zone:** Any new Customer who locates in a new or existing establishment or any existing Customer who expands an existing establishment, in a designated Urban Enterprise Zone, Airport Development Zone, Certified Technology Park, or other similarly designated zone, and either (1) adds at least 15 incremental full-time employees to its workforce at the same location, or (2) makes an incremental capital investment of at least five hundred thousand dollars (\$500,000) at the same location. Employment additions and capital investments must occur within a reasonable period following Company's approval of the Contract.

For new Customers, application for service under this Rider must be made at the time of initial application for Electric Service.

This Rider is not available:

1. To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, or
2. For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.

### EVIDENCE OF CONTINUING APPLICABILITY

Customer shall make available to Company, at its reasonable request and as applicable, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.

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**RIDER AD**  
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**RATES AND CHARGES**

Customer receiving service under this Rider:

1. Shall be billed the full monthly Rates and Charges under Customer's applicable Rate Schedule for all "incremental volumes" (defined below), for a period of sixty (60) consecutive months, except that the applicable Rate Schedule Demand Charge, exclusive of any included charges from applicable Appendices or Riders, shall be discounted as follows:
  - a. For the first 12-month period, the Demand Charge will be discounted up to 50% per month;
  - b. For the second 12-month period, the Demand Charge will be discounted up to 40% per month;
  - c. For the third 12-month period, the Demand Charge will be discounted up to 30% per month;
  - d. For the fourth 12-month period, the Demand Charge will be discounted up to 20% per month;
  - e. For the fifth 12-month period, the Demand Charge will be discounted up to 10% per month.
  - f. The applicable credits denoted in (a) through (e) will be limited such that, when combined with any other credits for which Customer qualifies, the resulting net demand charge applicable to Customer's "incremental demands" shall not be less than \$0.00 per kVa/kW in any month.
2. Shall resume being billed the full monthly Rates and Charges under Customer's applicable Rate Schedule after receiving service under this Rider for sixty (60) months.
3. Shall designate the date on which the discount applicable to Demand Charges on incremental demand shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application.

**INCREMENTAL DEMANDS**

1. For new Customers, "incremental demands" are defined as all demand, subject to Customer having met the 300 kVa/kW per month minimum threshold.
2. For existing Customers, "incremental demands" must be at least 300 kVa/kW per month and will be determined by Company, giving consideration to Customer's historical usage.

**CONTRACT**

Upon approval of application by Company, Customer must enter into a Contract under this Rider. The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this Rider, including, but not limited to, the requirement for Customer to pay to Company the difference between the total charges under this Rider and the otherwise applicable Rate Schedule charges if during the term of the Contract Customer fails to meet the employment additions / retentions specified at the beginning of the service relationship.

In the event a change in ownership occurs after Customer has entered into a Contract under this Rider, Customer shall receive service hereunder for the balance of the term of the Contract, as long as the new owner upholds all other conditions of the Contract of this Rider.

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**AREA DEVELOPMENT RIDER**

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Company reserves the right to immediately terminate service under this Rider, if Company determines that Customer has failed to comply with the terms of Applicability at any time during the term of the Contract.

**TERMINATION**

This Rider may be terminated by Company upon approval by the Commission, with such request for termination provided to the Commission at least twelve (12) months prior to the proposed effective date of Rider termination ("Termination Date"). Customers making application for service hereunder prior to the Termination Date shall be eligible for the full sixty (60) months of Demand Charge discount described herein.

Once a Customer enters into a new Contract hereunder, that Customer will receive credits pursuant to this Rider, under the then-current terms of this Rider, for the duration of the Contract term.

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## **RIDER TS** **TEMPORARY SERVICE RIDER**

### **AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rider shall be applicable to any Non-Residential Customer electing service hereunder.

### **CHARACTER OF SERVICE**

This Rider provides lighting and/or power service for a short time only, requiring the installation by Company of service facilities of a temporary nature. This Rider shall be applicable to Customer for a period not to exceed 270 days, unless otherwise agreed to by Company.

### **RATES AND CHARGES**

Customer shall pay to Company the cost of installing and removing such temporary service facilities.

Customer shall be charged for the electric service supplied, which shall be metered and computed under either Rate SGS - Small General Service, or Rate DGS - Demand General Service, whichever applies.

### **ADVANCED PAYMENT**

Company may require an advance payment prior to the installation of service facilities by Company to cover the estimated cost of installing and removing the necessary facilities and to cover the estimated billing for electric service for the period involved.

### **TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed under the Terms and Conditions as required under Customer's applicable Rate Schedule, Rate SGS or Rate DGS.

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## RIDER SAS STANDBY OR AUXILIARY SERVICE RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rider shall be applicable to any Non-Residential Customer electing service hereunder who owns and operates 60 Hertz electric generating equipment:

1. For emergency use only, or
2. For not more than 1000 kW of non-emergency use.

### CHARACTER OF SERVICE

**Standby Service** is that service which is capable of being used in place of another source of power where there is no actual use except during emergencies.

**Auxiliary Service** is that service which supplements another source of power where switching arrangements enable the use of either or both sources of power.

### RATES AND CHARGES

Customers utilizing standby or auxiliary service will be billed on the Rate Schedule applicable to the size of load and class of electric service rendered, subject to the following provisions:

#### **Contract Demand**

A Contract Demand shall be initially established by mutual agreement between Company and Customer and stated in the Contract. Whenever the Contract Demand, as initially established, is exceeded by the creation of a greater Maximum Demand, then such greater Maximum Demand shall become the Contract Demand until again exceeded, and so on, for the duration of the Contract. Customer shall not be permitted to effect a reduction in its Contract Demand by re-contracting for the same service unless a bona fide reduction in load has occurred.

#### **Determination of Billing Demand**

The Billing Demand in the Rate Schedule shall be the highest Maximum Demand created during the term of the Contract, but in no case less than the Contract Demand. The off-peak provision of the Determination of Billing Demand section in the applicable Rate Schedule shall not apply.

#### **Minimum Monthly Charge**

The Minimum Monthly Charge under this Rider shall be as specified in the applicable Rate Schedule.

### TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed under the same Terms and Conditions as required under Customer's applicable Rate Schedule.

Company reserves the right to require Customer to furnish, install and maintain a load limiting device, approved by and under the sole control of Company.

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## **RIDER DR** **MISO DEMAND RESPONSE (DR) RIDER**

### **AVAILABILITY**

This Rider shall be available throughout Company's Service Area. Company reserves the right to limit total MW participation in this Rider as set forth in the applicable Midcontinent Independent System Operator (MISO) Tariff and Business Practices Manuals (BPMs) or as required by Company.

### **APPLICABILITY**

This Rider is applicable to any Customer served under Rates DGS or OSS with prior year Maximum Demand greater than 100 kW, MLA, LP or HLF, who elects service hereunder and who meets the requirements specified in this Rider. Customer may dually participate in this Rider with kVa or kW curtailment load under obligation pursuant to Riders Aggregation Demand Response, IC, or IO, or special contract but may not be compensated twice for the same defined services. Customer's curtailment load is not eligible for enrollment in any other demand response program either directly or through an Aggregator that provides the same market service.

Customer must offer Company the minimum load reduction requirement that is specified by the applicable MISO Tariff and BPMs for the type of resource offered by Customer. Customer may participate in an Aggregation as defined below in order to meet the minimum requirement.

Participation under this Rider by Customer shall not begin until:

1. MISO has accepted and approved all applicable requirements for resource participation,
2. execution of the required Service Agreement as described below,
3. installation and operational readiness of required electric metering and dedicated telemetry, and
4. collection of sufficient data for the determination of applicable baseline load.

### **CHARACTER OF SERVICE**

Participation in this Rider is optional and offers Customer the opportunity to reduce its electric costs by beneficially augmenting Company's participation in the MISO wholesale energy market and the Company's efforts to preserve reliable electric service, through Customer's provision of a load reduction during MISO high price periods and declared emergency events.

This Rider offers Customer indirect access to certain MISO demand response programs. Additional programs consistent with this Rider's provisions may be offered as Customer preferences and demand develop. All services provided pursuant to this Rider are subject to and must be compliant with the MISO Tariff as it may change from time-to-time.

Programs to be offered upon commencement of this Rider are:

- 1) Emergency Demand Response (EDR) Program
- 2) Demand Response Resource (DRR) Type I (Interruptible) Energy Program
- 3) Demand Response Resource (DRR) Type II (Controllable) Energy Program

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**

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Customer taking service under this Rider is prohibited from taking service under Rate BAMP during an event under this Rider.

**AGGREGATION**

An approved Aggregator may aggregate demand response capabilities of multiple Customers to facilitate Customer's participation in this Rider. Aggregator is subject to all of the requirements set forth for Customer as specified in this Rider. Company shall have final approval over participation of Aggregator and final integration of business processes of Aggregator with Company. An Aggregator may be a single Customer with multiple premises. A Customer may serve as a third-party aggregator.

A potential Aggregator must provide to Company:

- Most recent audited financial statements
- Parent company and affiliate information
- A completed Corporate Information Sheet
- A demonstration to Company of satisfactory measurement and verification processes suitable for use by Company for settlement, reporting, monitoring and forecasting purposes.

Each Customer included as part of an aggregation of Customers must be identified by Aggregator and all information required for Customer participation and registration must be provided to Company by Aggregator. Customer must confirm to Company its selection of Aggregator. Customer may not be represented by more than one Aggregator. Customer may not participate in this Rider through an Aggregator while simultaneously participating as an individual Customer under this Rider.

**SERVICE AGREEMENT**

Customer or Aggregator must enter into a service agreement with Company for a minimum period of one year.

Service agreements covering multiple premises will include an addendum for each participating premise.

Company reserves the right to refuse participation or to terminate participation in this Rider based on Customer or Aggregator credit standing.

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**

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**LOAD REDUCTION PLAN COMPLIANCE OPTIONS**

The load reduction plan compliance options available for a particular MISO demand response resource type will be specified in the service agreement. Customer or Aggregator may elect either of the following options:

**Firm Service Level (FSL)**

Customer or Aggregator electing this option agrees, upon notification by Company, to limit demand to a firm load level. The method to compute the amount of the demand reduction will be specified in the service agreement in accordance with MISO Measurement and Verification protocols.

**Targeted Demand Reduction (TDR)**

Customer or Aggregator electing this option agrees, upon notification by Company, to reduce usage below the Baseline Level by the amount agreed to by Company. The method to compute the amount of the demand reduction will be specified in the service agreement in accordance with MISO Measurement and Verification protocols.

Customer must assist and coordinate with Company to complete all MISO registration requirements by the timelines set forth in the applicable MISO BPMs. Customer must comply with testing requirements as specified by MISO. Participation will immediately be suspended upon a MISO determination that Customer's resource is not a qualified resource for the purpose for which it is enrolled.

The default baseline determination methodology will be the MISO default methodology, absent a MISO approved alternative methodology agreed upon between the Company and the participant. Customer or Aggregator must inform Company of any maintenance or operating changes that will alter the load level at the enrolled premises.

**METERING REQUIREMENTS**

If Customer does not have appropriate meters and telemetry for the applicable DR Program, as defined by MISO Tariff and BPMs, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install necessary metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment. The following metering requirements are applicable to the programs:

- 1) EDR Program – 1 hour metering (or as stated in MISO BPMs if shorter)
- 2) DRR Type I (Interruptible) Energy Program – 5 minute metering (or as stated in MISO BPMs if shorter)
- 3) DRR Type II (Controllable) Energy Program – 5-minute metering (or as stated in MISO BPMs if shorter)

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO BPMs.

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## RIDER DR MISO DEMAND RESPONSE (DR) RIDER

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**PROGRAM EQUIPMENT OR SOFTWARE**

Company shall specify program communication requirements in the service agreement that align with MISO communications processes which may include software to be used to provide Company with Customer-specified offer parameters and participation elections. Customer may purchase from Company or third-party suppliers any other equipment or software packages necessary to facilitate participation in this Rider. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with both MISO and Company-owned equipment or software packages. For example, MISO currently issues dispatch instructions to DRR Type I Resources through an Extensible Markup Language (XML) Listener that the Customer would be required to maintain.

Company will utilize appropriate communications processes to notify Customer of events and to process Customer participation updates. Customer will be responsible for providing and maintaining communications systems and their own internet access if needed. In the event that the Internet system is temporarily unavailable, Company will notify Customer of an alternative participation update process. Company will provide written documentation and training on the process to be used by Customer.

**DAILY PROGRAM PARTICIPATION**

Customer or Aggregator participation in DR Programs will be offered by Company to MISO for potential load reduction daily, as applicable. Customer or Aggregator has the option of participating or not participating on any particular day, as applicable, provided Customer or Aggregator notifies Company prior to 8:00 A.M. Central Standard Time on the day before the day they do not wish to provide an energy offer. Participating Customer demand response will be included in the daily offers by Company to MISO unless Customer specifies that it does not wish to participate on a particular day by the aforementioned deadline.

**RATES AND CHARGES**

<b>Item</b>	<b>Frequency</b>	<b>Amount</b>
Registration	Annual	\$1,000.00
Modification to Registration	Per Occurrence	\$100.00
Change to Day Ahead Bid Entry	Per change after fifteen (15) per month	\$100.00
Meter Reading and Other Direct Costs	Per Occurrence	At Cost
Percent of the MISO proceeds less any other previously collected RATES AND CHARGES not previously credited	Net Settlement with MISO with Penalties for Failure to Respond added back for determining program fee	10%

**SETTLEMENTS**

The Company will remit or invoice to Customer the net proceeds from participating in this Rider.

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A true-up shall take place following any additional settlement from MISO.

**FAILURE TO PERFORM**

Customer is obligated to reduce load as communicated by Company in accordance with the MISO dispatch instruction. If the Customer does not reduce load by the bid amount within the prescribed notice time, for the prescribed duration and other parameters, the Company may incur penalties and other charges. Such penalties and other charges will be imposed on the Customer.

All non-compliance usage above the FSL, or the Baseline Level less the TDR, will be assessed all applicable charges consistent with the provisions in the applicable MISO BPMs.

The Company may terminate the Customer's participation in this Rider if MISO precludes the Customer's load from being offered into the MISO market or if Participant's failure to reduce load adversely impacts reliability.

Company reserves the right to terminate Customer participation under this Rider for repeated failure to follow load reduction requests at the offered load reduction amounts or for failure to pay applicable charges.

**TERMS AND CONDITIONS**

Except as provided in this Rider, Customers served under Rates DGS, OSS, MLA, LP or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Customer's applicable Rate Schedule. In addition, Customers will receive payments for participation in this Rider based upon the elected program as outlined above and in the service agreement.

Agreements under this Rider will in no way affect Company's and Customer's respective obligations regarding the rendering of and payment for electric service under the applicable Rate Schedules. Customer is responsible to monitor and control its demand and energy usage before, during, and after an event period under this Rider.

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**LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Company and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Customer under this Agreement, (b) any act or omission of Customer, whether based upon Customer's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Customer's performance or nonperformance under this Agreement.

Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

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## **RIDER GE** **GREEN ENERGY RIDER**

### **AVAILABILITY**

Total Renewable Energy Credit ("REC") participation in this Rider is limited to 85% of the CEI South's ("Company") expected annual MWh production from applicable renewable generation ("available program level RECs") at the Green Energy Annual Enrollment period. No aspect of this Rider will cause the Company to build, install, retire or otherwise indirectly or directly influence decisions concerning the Company's electrical equipment.

### **APPLICABILITY**

This Rider is applicable to any non-Residential Customer ("Participant") with a minimum annual usage of 5,000 MWh.

### **PURPOSE**

The purpose of the Rider is to provide the Participant with RECs from renewable generation equipment either owned or under a long-term lease by the Company.

### **GREEN ENERGY ANNUAL PERIOD**

This Rider's Annual Period begins on July 1<sup>st</sup>.

### **GREEN ENERGY ANNUAL ENROLLMENT**

This Rider's initial Enrollment Period begins with an order in the general rate case in cause No. xxxxx. Applications must be submitted to the company prior to January 15<sup>th</sup> each year before the beginning of the Green Energy Annual Period, June 1<sup>st</sup> through May 31<sup>th</sup>. During the enrollment period Customers can submit a Green Energy Application for RECs sourced from the Company's applicable renewable resources and applicable Purchased Power Agreements for renewable resources, electronically via the Company's website. Submitted Green Applications with the desired level of RECs will be eligible to participate in the program. The amount of RECs granted will be based on the requested amount or proportionally allocated based on availability and program demand.

Previous year Enrolled Customers will be given a chance to continue Green Energy Tariff participation at existing levels prior to the end of the current year's Annual Enrollment, assuming the Company maintains their available expected annual renewable generation amount. Previous year Enrolled Customers may request additional RECs, subject to availability and program demand.

### **GREEN ENERGY APPLICATION AMOUNT**

At the beginning of each annual Enrollment Period the Company's historic REC pricing and available program level RECs will be published on the Company's website.

As a part of the Enrollment Process a customer will submit a desired amount of program RECs.

- I. If the Customer's REC amount along with all other Green Energy Applications, is at or below the Company's available program level RECs the Customer will receive the requested amount.

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**RIDER GE**  
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- II. If the Customer's REC amount, along with all other Green Energy Applications, is above the Company's available program level RECs, the Company will allocate RECs proportionally based on program total Green Energy Application demand.

**BILLING**

Enrolled Green Energy Customers will be billed one-twelfth of their annual Green Energy Application Amount multiplied by the annual historic price beginning the first month of the Green Energy Annual Period, plus one-twelfth of the enrolled customer's total variance to monthly M-RETS market pricing from the prior year.

**RENEWABLE ENERGY CREDITS (REC)**

The Company will transfer the Green Energy Application Amount to enrolled Green Energy Customers each month through MISO's M-RETS tool, inclusive of any necessary fees. RECs levels will vary with monthly production and will be transferred to the customer the month following their creation.

**GENERAL**

All Green Energy Amount proceeds received will be credited back to all Customers through the Clean Energy Cost Adjustment (CECA).

All Green Energy calculations are subject to the approval of the Company.

One MWh of production from applicable renewable energy projects equals one REC.

**TERMS AND CONDITIONS**

Each Green Energy Contract application commits the participation for two years.

Participating customers must license MISO M-RETS at their own expense.

Any variance to market monthly average M-RETS market pricing each year will be billed one-twelfth of the total annual variance in the following year.

Any variance Participant Green Energy Application amount each year will be billed one-twelfth of the total annual variance in the following year.

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## RIDER TLC THERMOSTAT LOAD CONTROL RIDER

### AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Not available to customers enrolled in the Direct Load Control Rider.

### APPLICABILITY

This Rider shall be applicable to any Residential Customer for whom the Customer or Company has installed a Wi-Fi enabled thermostat capable of taking signals from a third-party administrator to adjust the temperature. The Customer must have Wi-Fi in the home. To enroll an electric water heater, an air conditioner or heat pump must also be enrolled.

### CHARACTER OF SERVICE

The Wi-Fi enabled thermostat will be activated by a signal which will adjust the temperature in the Customer's home, during periods of peak electricity demand, as determined by Company.

The number of events called for by the Company shall not exceed five (5) times during the Summer and three (3) times during the Spring and Fall as needed to meet the requirements specified in the applicable MISO Tariff and BPMs. The duration of event shall be specified by Company but not exceed four (4) consecutive hours per day. These limits shall not apply during any period of extended emergency conditions experienced by Company or emergency conditions within the MISO footprint.

### CREDITS

The TLC credits below shall be applied during the Months of March through November inclusive: \$7.50 per Month for each electric air conditioner or heat pump less than or equal to five (5) tons.

### NOTIFICATION

The Company shall endeavor to provide Customer with as much advanced notice of interruption as possible.

### TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule.

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## APPENDIX A

### FUEL ADJUSTMENT CLAUSE

#### APPLICABILITY

The Fuel Adjustment Clause (FAC) shall be applicable to the Rate Schedules set forth below in the FAC Rates section.

#### DESCRIPTION

The FAC shall recover Company's incremental fuel costs from applicable Rate Schedules on a line-loss adjusted basis.

A. The FAC Rates for the applicable Rate Schedules shall be calculated to the nearest 0.001 mill (\$0.000001) per kWh, in accordance with the following calculation:

$$\text{FAC Rate} = \left[ \frac{\text{F/S}}{(1-\text{LLF})} \right] - \text{BF}$$

Where:

1. "F" is the estimated expense of fuel based on a three month average cost beginning with the month immediately following the current month and consisting of the following costs:
  - (a) the average cost of fossil and nuclear fuel consumed in Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform system of Accounts for Class A and B Public Utilities and Licensees;
  - (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
  - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than Company's benchmark fuel cost at that time;
  - (d) fuel-related Midcontinent ISO costs approved by the Commission for recovery in the FAC;
  - (e) plus other costs approved by the Commission for recovery in the FAC;
  - (f) less the cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis;
2. "S" is the estimated kWh supply required to meet retail Customers' energy needs, for the same estimated period set forth in "F", consisting of the net sum in kWh of:
  - (a) net generation
  - (b) purchases
  - (c) net interchange
  - (d) less inter-system sales.

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## **APPENDIX A** **FUEL ADJUSTMENT CLAUSE**

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3. "LLF" is the line loss percentage for the applicable Rate Schedule, as set forth below in the FAC Rates section.
  4. "BF" is the line loss adjusted base fuel cost for the applicable Rate Schedules as set forth below.
- B. The FAC Rates as computed above shall be further modified to allow the recovery of revenue based tax charges occasioned by the FAC revenues.
- C. The FAC Rates shall be further modified commencing with the third succeeding month to reflect the difference between the estimated fuel cost billed and fuel cost actually experienced during the month(s) in which such estimated fuel cost was billed.

### **FAC RATES**

Pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 38708-FAC140, the Fuel Cost Adjustments for November and December 2023 and January 2024 are as stated below:

<u>Rate Schedule</u>	<u>FAC Rate (\$ per kWh)</u>	<u>Line Loss</u>	<u>Base Fuel (\$ per kWh)</u>
RS, B, SGS, OSS, SL and OL	\$0.000000	7.195195%	\$0.048138
DGS/MLA	\$0.000000	7.180479%	\$0.048409
LP	\$0.000000	4.678257%	\$0.048850
HLF	\$0.000000	1.179326%	\$0.048610

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## **APPENDIX B**

### **DEMAND SIDE MANAGEMENT ADJUSTMENT**

#### **APPLICABILITY**

The Demand Side Management Adjustment (DSMA) shall be applicable to all Rate Schedules as set forth below.

#### **DESCRIPTION**

The DSMA shall be calculated annually for each Rate Schedule and shall recover approved Demand Side Management (DSM) programs costs including the following:

- a. The difference between the actual amount of Direct Load Control (DLC) billing credits and the base rate amount of such credits (annual amount of \$420,900) (the DLC Component), plus
- b. The difference between actual DLC Inspection and Maintenance (I&M) Program expenses and the base rate amount of such expenses (annual amount of \$712,014) approved in Cause No. 43839 (the I&M Component), plus
- c. DSM Program Costs, approved in Cause Nos. 43427 and 43839 (the Energy Efficiency Funding Component or EEFC), plus
- d. Thermostat Load Control (TLC) costs included in DSM Program costs, plus
- e. Lost margins associated with Large Customer DSM programs as approved in Cause No. 43938, and with Small Customer DSM programs as approved in Cause No. 43405-DSMA9 S1 (the Lost Margin Component), plus
- f. Financial incentives and variances (Incentives and Variance Component), plus
- g. Other DSM costs approved for recovery by the Commission.

DLC billing credits and any applicable variances associated with these credits, and I&M expenses and any variances associated with these expenses, are allocated to the Rate Schedules on the basis of the 4CP allocation factors approved in Company's most recent general rate case. These allocation percentages by Rate Schedule are shown on Page 2 of 6 in Column (a).

The DLC and I&M Component are calculated by dividing the allocated credit or expense differences, as applicable, by the projected billing determinants for each Rate Schedule, for the projected one year period.

DSM Program Costs are allocated to Rate Schedules on the basis of either: 1) the Program Cost Allocation Percentage as shown on Page 2 of 6 in Column (b) (for demand-related programs) or 2) projected kWh sales as adjusted for line losses (for energy-related programs). The line losses applicable to each Rate Schedule are shown on Page 2 of 6 in Column (c).

The EEFC will be calculated by dividing the allocated energy- and demand-related DSM program costs applicable to each Rate Schedule by the projected billing determinants, as applicable, for each Rate Schedule, for the projected twelve month period.

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The DSMA rates as calculated above shall be further modified to include the impact of applicable revenue taxes.

The actual DSMA amounts passed back to or recovered from customers shall be reconciled with DSMA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in the subsequent DSMA filing.

### **DSMA ALLOCATION FACTORS AND LINE LOSS**

	(a)	(b)	(c)
Rate <u>Schedule</u>	4CP Allocation <u>Percentage</u> <sup>1</sup>	Program Cost Allocation <u>Percentage</u> <sup>2</sup>	Line <u>Loss</u>
RS	38.3107%	38.6418%	7.195195%
B	0.1295%	0.1306%	7.195195%
SGS	1.4210%	1.4333%	7.195195%
DGS/MLA	23.7110%	23.9160%	7.180479%
OSS	1.4935%	1.5064%	7.195195%
LP/BAMP	34.0774%	34.3719%	4.678257%
HLF	0.8569%	0.0000%	1.179326%

### **DSMA CHARGES**

The following DSMA Charges are applicable to all customers participating in Company-sponsored DSM programs:

Rate <u>Schedule</u>	DSMA Charge <u>(\$ per kW or kVa)</u>	DSMA Charge <u>(\$ per KWh)</u>
RS	n/a	\$0.000000
B	n/a	\$0.000000
SGS	n/a	\$0.000000
DGS-1 & 2/MLA-2	\$0.031	\$0.000000
DGS-3/MLA-3	\$0.155	\$0.000000
OSS	\$0.342	\$0.000000
LP	\$0.514	\$0.000000

<sup>1</sup> Pursuant to the Stipulation and Settlement Agreement approved in Cause No. XXXXX; applicable to only DLC and I&M costs.

<sup>2</sup> Pursuant to the Stipulation and Settlement Agreement approved in Cause No. XXXXX; applicable to only demand-related program costs.

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**DEMAND SIDE MANAGEMENT ADJUSTMENT**

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**DSMA OPT OUT CHARGES**

The following DSMA Opt Out Charges are applicable to Qualifying Customers who have elected to discontinue participation in Company-sponsored EE Programs, pursuant to the Terms and Conditions of Opt Out below:

<u>OPT OUT GROUP 202X</u> As of January 1, 202X		
<u>Rate</u> <u>Schedule</u>	<u>DSMA Charge</u> <u>(\$ per kW or kVa)</u>	<u>DSMA Charge</u> <u>(\$ per kWh)</u>
SGS	n/a	\$0.000000
DGS-1 & 2/MLA-2	\$0.000	\$0.000000
DGS-3/MLA-3	\$0.000	\$0.000000
OSS	\$0.000	\$0.000000
LP/BAMP	\$0.000	\$0.000000
HLF	\$0.000	\$0.000000

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## **APPENDIX B** **DEMAND SIDE MANAGEMENT ADJUSTMENT**

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### **DEFINITIONS APPLICABLE TO CUSTOMER OPT OUT**

**Energy Efficiency (EE) Program** – A program sponsored by Company or a third party implementer designed to implement energy efficiency improvements (as defined in 170 I.A.C. § 4-8-1(j)) for customers. The term does not include a program designed primarily to reduce demand.

**EE Program Costs** – Includes program costs, lost revenues and incentives approved by the Commission. The definition also includes reconciliation of such costs.

**Opt Out Notice** – Company-provided form, or other written communication in substantially the same format, provided by Qualifying Customer indicating intent to discontinue participation in Company-sponsored EE Program approved by the Commission.

**Opt In Notice** – Company-provided form, or other written communication in substantially the same format, provided by Qualifying Customer indicating Customer's unequivocal desire to participate in Company's EE Program.

**Qualifying Customer** – Customer that receives service at a Single Site constituting more than one (1) megawatt of electric demand from Company. The Qualifying Customer shall demonstrate that at least one (1) demand meter on its Single Site has received service of more than one (1) megawatt of electric demand within the previous twelve (12) months.

**Qualifying Load** – A Single Site with at least one meter constituting more than one (1) megawatt of electric demand from Company for any billing period with the previous twelve (12) months prior to the Qualifying Customer providing Opt Out Notice to Company. Qualifying Load shall be measured with a demand meter.

**Single Site** – Contiguous property on which Qualifying Load is located.

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**Terms and Conditions of Opt Out**

1. A Qualifying Customer must provide Opt Out Notice to Company on or before June 1, 2014 in order to opt out effective July 1, 2014, at which time DSMA Opt Out Charges will apply to such Customer. The Opt Out Notice shall include: 1) a statement indicating the Qualifying Customer's unequivocal desire to discontinue participation in Company's EE Program; 2) a list of all sites (and all accounts at such site) for which the Qualifying Customer intends to opt out; and 3) a statement confirming that the signatory has the authority to make the opt out decision for Customer.
2. Qualifying Customers providing Opt Out Notice after June 1, 2014 but before November 15, 2014, will be eligible to opt out effective January 1, 2015. After November 15, 2014, Qualifying Customers shall provide Opt Out Notice to Company by November 15<sup>th</sup> of each year in order to opt out of participation in EE Programs effective January 1<sup>st</sup> of the following year. Beginning in 2015, Qualifying Customers may opt out only with an effective date of January 1<sup>st</sup> of any subsequent year.
3. Qualifying Customer may identify and opt out all non-residential accounts receiving service at any Single Site where Qualifying Load has been determined. All non-residential accounts will be opted out at the Single Site of the Qualifying Load account, provided Qualifying Customer has provided timely notice as described in 1 and 2 above. A Qualifying Customer that opts out may not participate in programs funded by EE Program Costs at the Single Site subject to the opt out.
4. Once a customer is determined by Company to be a Qualifying Customer and has opted out of EE Programs, Company shall not revoke such Customer's opt out status at a later date and such Customer shall not be required to renew its Opt Out Notice. If Customer who has opted out elects to opt back in to participation in Company EE Program, such Customer must be re-qualified to opt out again.

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5. New customers signing a demand contract of greater than one (1) megawatt via at least one meter on a Single Site may complete an opt out form provided by Company to opt out of the EE Program immediately. New customers who do not sign a demand contract must demonstrate Qualifying Load in an Opt Out Notice provided to Company by November 15<sup>th</sup>, as described above.
  
6. A Qualifying Customer who has opted out may opt in again at any point during the year by providing notice. In order to opt in, such Customer shall complete an Opt In form provided by the Company or provide written notice to Company in substantially the same format as the form provided by Company. The Opt In Notice shall include: 1) a statement indicating Customer's unequivocal desire to participate in Company's EE program; 2) a list of all sites (and all accounts at such site) for which Customer intends to opt in; 3) a statement that Customer understands that by opting in, Customer is required to participate in the EE Program for at least three years and pay related costs, including lost margins and incentives; and 4) a statement confirming that the signatory has the authority to make the Opt In decision for Customer. The opt in shall be effective the next billing cycle following the notice. Requests to opt in received less than five business days prior to the next billing cycle will be effective one month later.
  
7. Qualifying Customers who, after opting out, opt in to participation into Company's EE Program shall participate for at least three years and may only opt out effective January 1st of the year following the third year of participation. If Qualifying Customer elects to opt out again before the end of the three year period, it may do so, but such Customer remains responsible for and must continue to pay charges that include all EE Program Costs, including lost margins for the remainder of the three year period. If a Qualifying Customer who opted in chooses to opt out again at the end of the three year period, then that Customer shall be responsible for all EE Program Costs, including lost margins, as outlined for other customers who have opted out of the EE Program as of the same date.

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8. Qualifying Customers who have opted out remain responsible for EE Program Costs and lost margins that accrued or were incurred or relate to EE Program investments made before the date on which the opt out is effective, regardless of the date on which the charges are actually assessed. Such EE Program Costs may include: 1) costs related to evaluation, measurement, and verification (“EM&V”) required on projects completed while the Qualifying Customer was participating in Company’s EE Program, but conducted subsequent to the effective date of Qualifying Customer’s opt out; and 2) costs required by contracts executed prior to July 1, 2014 but incurred after the date of the Qualifying Customer’s opt out. However these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer who opts out shall not be responsible for any EE Program Costs (such as the payment of energy efficiency rebates or incentives) incurred following the effective date of its opt out, except for incentives or rebates that are paid on applications that have not closed out as of the effective date of its opt out. A Qualifying Customer who opts out shall be responsible for lost margins associated only with measures that were installed prior to the effective date of the Qualifying Customer’s opt out.
  
9. As of the effective date of the opt out in 2014 or January 1 of any subsequent year, the Qualifying Customer who has opted out is no longer eligible to participate in any EE Programs for the account(s) identified in the Opt Out Notice, including receiving incentive payment for projects previously approved but not yet complete as of the effective date of the opt out.

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## APPENDIX C CLEAN ENERGY COST ADJUSTMENT

### APPLICABILITY

The Clean Energy Cost Adjustment (CECA) shall be applicable to all Rate Schedules as reflected in the CECA Rates section below.

### DESCRIPTION

The CECA shall recover Clean Energy Investments, as approved by the Commission, as follows:

- (1) Company's costs and expenses incurred during the construction and operation of clean energy projects pursuant to Ind. Code Ch. 8-1-8.8.

The CECA shall be calculated annually for each Rate Schedule as follows:

$$CECA = \frac{[(RR1 + RR2 + V) \times \text{Rate Schedule Allocation Percentage}]}{\text{Rate Schedule Sales Quantities}}$$

Where:

**RR1** is the Revenue Requirement on eligible Public Utility Property<sup>1</sup> Clean Energy Investments as follows:

- (a) The Annualized Return on the Net Plant Balance of eligible Clean Energy Investments, inclusive of deferred Post In-Service Carrying Costs (PISCC); plus
- (b) Incremental Depreciation Expense on in-service qualified CECA Investments; plus
- (c) Incremental Operation & Maintenance expenses associated with Clean Energy Investments; plus
- (d) Amortization of Deferred Operation & Maintenance expenses associated with Clean Energy Investments; plus
- (e) Amortization of Deferred Depreciation Expense on in-service qualified CECA Investments; plus
- (f) Amortization of Deferred PISCC on qualified CECA Investments; plus
- (g) Associated Taxes including Property Taxes; less
- (h) Investment Tax Credit (ITC) Amortization Credits; less
- (i) Proceeds from the sale of Renewable Energy Credits associated with qualified Clean Energy Investments.

**RR2** is the Revenue Requirement on eligible Non-Public Utility Property<sup>2</sup> Clean Energy Investments ("qualifying projects"), calculated as follows:

Effective:

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<sup>1</sup> Public Utility Property – Under internal revenue code investment tax credit normalization rule definitions, a facility must meet three requirements to be considered public utility property. (1) It must be used predominantly in the trade or business of the furnishing or sale of inter alia, electric energy; (2) The rates for such furnishing or sale must be established or approved by a State or political subdivision thereof, any agency or instrumentality of the United States, or by a public service or public utility commission or similar body of any State or political subdivision thereof; and (3) The rates so established or approved must be determined on a rate-of return- basis.

<sup>2</sup> Non-Public Utility Property – Any property not meeting the definition of public utility property as outlined herein is non-public utility property.

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## **APPENDIX C** **CLEAN ENERGY COST ADJUSTMENT**

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- (a) Approved levelized rate is multiplied by the approved production baseline for a qualifying project beginning on its in-service date.
- (b) In the event that actual annual production from the qualifying project for a three-year period is less than 90% of the established annual production baseline (not the result of a force majeure event – e.g. and without limitation, tornado, lightning damage, fire, earthquake, acts of state or governmental action impeding performance), the Company shall credit the CECA in the next annual filing in the amount of the approved levelized rate multiplied by the difference between the rolling three-year period actual annual production and the established annual production baseline threshold at 90%.
- In the event that actual annual production from a qualifying project for a rolling three-year period is greater than 110% of the production baseline for a rolling three year-period, the Company shall include as a recoverable cost in the CECA in the next annual filing the amount of the levelized rate multiplied by the difference between the rolling three-year period actual annual production and production baseline threshold at 110%.

**V** is the variance from the applicable prior period reconciliation, with any differences being reflected as a charge or credit in a subsequent CECA.

**Rate Schedule Allocation Percentage** is the proportion of the CECA applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the CECA Rates section below.

**Rate Schedule Quantities** are the estimated billing determinant quantities for each Rate Schedule for the projection period.

The calculated CECA rates shall be further modified to include the impact of revenue-based tax charges.

### **CECA RATES**

<u>Rate Schedule</u>	<u>4CP Allocation Percentage</u>	<u>Charge Adjusted</u>	<u>CECA Rate (\$ per kWh)</u>
RS	38.3107%	Energy	\$0.001489
B	0.1295%	Energy	\$0.000956
SGS	1.4210%	Energy	\$0.001241
DGS/MLA	23.7110%	Energy	\$0.001261
OSS	1.4935%	Energy	\$0.001001
LP	32.6662%	Energy	\$0.000768
BAMP	1.4112%	Energy	\$0.000945
HLF	0.8569%	Energy	\$0.000616

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## **APPENDIX D** **OTHER CHARGES**

### **Late Payment Charge:**

If Customer does not pay a Bill for Electric Service on or before the gross payment due date, Customer shall be assessed a Late Payment Charge of three percent (3%) of such Bill.

### **Reconnect Charge:**

When Electric Service is discontinued (1) at the request of Customer, (2) for nonpayment of a Bill, (3) when authorized by Company's General Terms and Conditions or the Commission's Regulations, or (4) for any reason beyond the control of Company, and a reestablishment of Electric Service is required by Customer, Customer shall be charged a Reconnect Charge to cover a part of the cost of discontinuance and reestablishment of Electric Service. Such charge shall be forty dollars (\$40.00) at the meter. Also, an additional charge of one hundred and sixty-seven dollars and fifty-one cents (\$167.51) shall be charged for reconnection of Electric Service at the pole or transformer, when the original disconnection at the pole or transformer was due to Customer's failure to provide access to the meter. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge.

### **After Hours Charge:**

When Electric Service is connected, reconnected or disconnected after normal business hours at Customer's request, Customer shall be charged an After Hours Charge of fifty-four dollars and nineteen cents (\$54.19) in addition to any other applicable charges for each connection, reconnection or disconnection.

### **Returned Payment Charge:**

For each payment of Customer returned by any financial institution, Customer may be charged twenty-four dollars and sixty-three cents (\$24.63) to cover a part of the cost of processing such transaction.

### **Investigation Charge:**

When Company detects fraudulent, deceptive, or unauthorized use or tampering of Company's measuring equipment or other service facilities, Company may assess a minimum investigation charge of one hundred and three dollars and forty-six cents (\$103.46) per occurrence. Customer may also be responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of additional investigation, field calls, meter testing and cost of effecting repairs necessitated by such use and/or tampering.

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## APPENDIX E

### ENVIRONMENTAL COST ADJUSTMENT

#### APPLICABILITY

The Environmental Cost Adjustment ("ECA") shall be applicable to all Customers on the Rate Schedules set forth in the ECA Rates section below.

#### DESCRIPTION

The ECA shall recover, as approved by the Commission:

- (1) Any projects approved to be recovered through the ECA

#### Reconciliation

Company's actual ECA costs shall be reconciled annually with actual ECA recoveries, with any differences being reflected as a charge or credit in a subsequent ECA.

#### Allocation Percentages

ECA costs shall be allocated to the Rate Schedules based on the percentages shown in the ECA Rates section below.

#### ECA RATES

The ECA shall be applied to each kWh of electric usage as applicable. The current ECA rates and charges by Rate Schedule are set forth below:

<u>Rate Schedule</u>	<u>4CP Allocation Percentage</u>	<u>Charge Adjusted</u>	<u>ECA Rate (\$ per kWh)</u>
RS	38.3107%	Energy	\$0.000000
B	0.1295%	Energy	\$0.000000
SGS	1.4210%	Energy	\$0.000000
DGS/MLA	23.7110%	Energy	\$0.000000
OSS	1.4935%	Energy	\$0.000000
LP	32.6662%	Energy	\$0.000000
BAMP	1.4112%	Energy	\$0.000000
HLF	0.8569%	Energy	\$0.000000

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## **APPENDIX F**

### **SECURITIZATION OF COAL PLANTS (SCP)**

#### **APPLICABILITY**

This Tariff sets out the rates and terms and conditions under which the Securitization of Coal Plants (SCP) charges will be billed and collected by Company, any successor servicer(s) or collection agents billing or collecting SCP on behalf of SIGECO Securitization I, LLC (SPE). The SCP charge was authorized by the Financing Order (Order) approved by the Commission in Cause No. 45722 on January 4, 2023. Pursuant to terms of the Order and the requirements of Ind. Code § 8-1-40.5-1 *et. seq.*, all of the Company's rights under the Order, including the right to bill and collect the SCP, were transferred to the SPE in connection with the issuance of transition bonds. The rights transferred to the SPE are securitization "property" of the SPE (as defined in Ind. Code 8-1-40.5 9). On the effective date of SCP, the Company will act as servicer on behalf of the SPE to bill, collect, receive and adjust SCP charges imposed pursuant to SCP. However, the SPE may select another party to serve as servicer or the Company may resign as servicer in accordance with the terms and subject to the conditions of the Servicing Agreements and the Order. A successor servicer selected under these conditions will assume the obligations of the Company as servicer under SCP. As used in SCP, the term "Servicer" includes any successor servicer. All actions by the Company under this SCP, including collection of SCP charges, will be undertaken solely in its role as servicer under the Servicing Agreement between the Company and the SPE dated as of June 29, 2023.

The SCP charge shall apply to all Customer metered consumption for existing and future Company Tariff Rates located within the certificated service area of Company as such service area existed on May 10, 2022. Existing and future Tariff Rates are inclusive of the Tariff's General Terms and Conditions Applicable to Electric Service.

#### **CHARACTER OF SCP CHARGES**

SCP Charges are non-bypassable. Individual end-use retail customers are responsible for paying SCP Charges billed to them in accordance with the terms of SCP whether the charges are billed directly by Servicer or are included in the bills submitted to the customer by another entity. Payment is to be made to the entity that bills the customer in accordance with the terms of the Servicing Agreement and the Order. The billing entity may be the Company or a successor servicer.

The SCP Charges are separate charges to be paid in addition to any other applicable charges for services received. Although the SCP Charges are separate charges, they may be included within other charges of the billing entity.

Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

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## **APPENDIX F** **SECURITIZATION OF COAL PLANTS (SCP)**

(Continued)

**TERM**

SCP is effective beginning on the date the transition bonds are issued. SCP will remain in effect as provided in the Order until the SCP Charges collected and remitted to the SPE are sufficient to satisfy all obligations of the SPE to pay principal and interest on the transition bonds (as due over the 17-year term of the transition bonds) and to pay all other qualified costs as provided in the Order. However, in no event with the SCP Charges be billed for service after 20 years from issuance of the transition bonds, or sooner if the transition bonds are paid in full at an earlier date. This SCP is irrevocable.

**SCP ALLOCATION FACTORS**

The initial Generation Demand Allocation Percentage ("SCP Allocations") for each Rate are set out below. These initial SCP Allocation factors will remain in effect throughout the life of the transition bonds unless a modification is made pursuant to the allocation adjustment provisions set forth below in this SCP:

<u>Rate</u>	<u>Generation Demand Allocation Percentage</u>
Lighting (SL & OL)	0.40% Sales
RS	38.3107%
B	0.1295%
SGS	1.4210%
DGS/MLA	23.7110%
OSS	1.4935%
LP	32.6662%
BAMP	1.4112%
HLF	0.8569%

**SCP ALLOCATION ADJUSTMENT**

The SCP Allocations will be subject to adjustment using the procedures in this Section. The SCP Allocations may be revised as part of a base rate proceeding to reflect the cost allocations approved as part of the base rate proceeding. The SCP Allocations may also be revised in a separately docketed proceeding when necessary to avoid unreasonable rates to customers in customer classes that have experienced material changes in electric load or in the number of customers. Any changes to the SCP Allocations must ensure that the SCP charge (a) preserves the rating of the securitization bonds; and (b) does not impair or reduce the total securitization charges.

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## APPENDIX F SECURITIZATION OF COAL PLANTS (SCP)

(Continued)

### SCP CHARGES

Each year, not earlier than forty-five (45) days before the date (or subsequent anniversary) of the issuance of securitization bonds under the Order, and not later than the date (or subsequent anniversary) of the issuance of the securitization bonds, Company or successor servicer shall submit to the Commission an application to do the following: (1) Correct any over collections or under collections of securitization charges during the twelve (12) months preceding the date of the filing of Company's application under Ind. Code § 8-1-40.5-12(c). For the annual review, the electric utility shall correct for any over collections or under collections of securitization charges during those months: (A) that precede the date of the filing of the Company's application under Ind. Code § 8-1-40.5-12(c); and (B) in which securitization charges were collected. (2) Ensure, through proposed securitization charges, as set forth by the electric utility in the application, the expected recovery of amounts sufficient to timely provide all payments of debt service of securitization bonds and other required amounts and charges in connection with the securitization bonds (the "True-Up").

All annual and interim adjustments will be designed to cause (i) the outstanding principal balance of the transition bonds to be equal to the scheduled balance on the expected amortization schedule; (ii) the amount in the capital subaccount to be equal to the required capital plus any investment earnings on amounts in the capital subaccount to the extent that the investment earnings have not been released to the SPE and (iii) the reserve subaccount to be zero by the payment date immediately preceding the next adjustment or by the final payment date, if the next payment date is the final payment date.

In addition, True-Ups are permitted more frequently at any time the Company or subsequent servicer determines that a True-Up is needed for this purpose. The True-Up beginning period will be the date immediately subsequent to the previous True-Up ending period. SCP charges shall be calculated in the manner set forth below in accordance with the terms of the Order:

	True-Up Period's Actual SCP Revenue Requirement	
Less	True-Up Period's Actual SCP Revenue	
Equals		True-Up Period's Actual SCP (Over)/Under Recovery
Plus		Next Period Securitization's SCP Revenue Requirement
Equals		Next Period's Total SCP Charge

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## APPENDIX F SECURITIZATION OF COAL PLANTS (SCP)

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The Next Period's Total Securitization Charge is first allocated to dedicated current and any future lighting rates (currently rates SL and OL) based on their kWh to the Company's total kWh. The remaining Next Period's Total Securitization Charge is then allocated to individual rates based on the Generation Demand Allocation. The resultant Next Period's Total Securitization Charge is divided by the Next Period's Effective Forecast Sales to arrive at SCP per kWh Charge.

### SCP CHARGE

<u>Rate</u>	<u>Charge</u>	<u>SCP Rate (\$ per kWh)</u>
Lighting (SL & OL)	Energy	\$0.007220
	Generation Demand Allocation Percentage	
RS	Energy	\$0.009040
B	Energy	\$0.006030
SGS	Energy	\$0.009540
DGS/MLA	Energy	\$0.009390
OSS	Energy	\$0.009230
LP	Energy	\$0.004230
BAMP	Energy	**
HLF	Energy	**

\*\* Confidential – source Cause No. 45722, workpaper MAR WP-1

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**APPENDIX F**  
**SECURITIZATION OF COAL PLANTS (SCP)**

(Continued)

**SCP MINIMUM CHARGE**

The SCP per kWh will be applied to the Customer's metered kWh for the billing period to arrive at the Initial SCP Charge. For those applicable rates the Actual SCP Charge will be the greater of the Initial SCP Charge and the SCP Minimum Charge designated below.

	SCP Minimum Monthly Charge
RS	\$3.34
B	n/a
SGS	\$0.16
DGS/MLA/OSS	\$4.05
LP	n/a
BAMP	n/a
HLF	n/a

**GENERAL**

In the event that any Order of the Commission relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

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## **APPENDIX H** **SECURITIZATION ADIT CREDIT (SAC)**

### **APPLICABILITY**

The Securitization ADIT Credit (SAC – Securitization “Accumulated Deferred Income Tax” Credit) shall apply to all Customer metered energy for existing and future Company Tariff Rates beginning with and through the term of the Securitization of Coal Plants, Appendix F. The Securitization ADIT Credit is defined in the January 4, 2023 Financing Order (Order), issued by the Commission in Cause No. 45722. Existing and future Tariff Rates are inclusive of the Tariff’s General Terms and Conditions Applicable to Electric Service.

### **SAC ALLOCATION FACTORS**

The initial Generation Demand Allocation Percentage (“SAC Allocations”) for each Rate are set out below. These initial SAC Allocation factors will remain in effect throughout the life of the securitization bonds unless a modification is made pursuant to the allocation adjustment provisions set forth below in this SAC:

<u>Rate</u>	
Lighting (SL & OL)	0.40% Sales
	Generation Demand Allocation Percentage
RS	<u>38.3107%</u>
B	0.1295%
SGS	1.4210%
DGS/MLA	23.7110%
OSS	1.4935%
LP	32.6662%
BAMP	1.4112%
HLF	0.8569%

### **SAC ALLOCATION ADJUSTMENT**

The SAC Allocations will be subject to adjustment using the procedures in this Section. The SAC Allocations may be revised as part of a base rate proceeding to reflect the cost allocations approved as part of the base rate proceeding. The SAC Allocations may also be revised in a separately docketed proceeding when necessary to avoid unreasonable rates to customers in customer classes that have experienced material changes in electric load or in the number of customers. Any changes to the SAC Allocations must ensure that the SAC charge (a) preserves the rating of the securitization bonds; and (b) does not impair or reduce the total securitization charges.

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## APPENDIX H SECURITIZATION ADIT CREDIT (SAC)

(Continued)

### TRUE UP FOR SECURITIZATION ADIT CREDIT

CEI South shall submit to the Commission a SAC application in conjunction with the Appendix F, Securitization of Coal Plants (SCP) application. The SAC application shall (1) Correct any over collections or under collections of SAC during the twelve (12) months preceding the date. For the annual review, the electric utility shall correct for any over collections or under collections of SAC during those months: (A) that precede the date of the application and (B) in which SAC were collected. (2) Ensure, through the proposed SAC, as set forth by the electric utility in the application, the expected recovery of amounts (the "True-Up").

In addition, True-Ups are permitted more frequently than annually, at any time for which the SCP application is filed. The SAC True-Up beginning period will be the date immediately subsequent to the previous True-Up ending period. SAC charges shall be calculated in the manner set forth below in accordance with the terms of the Order:

	True-Up Period's Actual SAC Revenue Requirement	
Less	True-Up Period's Actual SAC Revenue	
	<hr style="width: 50%; margin: 0 auto;"/>	
Equals		True-Up Period's Actual SAC (Over)/Under Recovery
Plus		Next Period Securitization's SAC Revenue Requirement
Equals		<hr style="width: 50%; margin: 0 auto;"/> <hr style="width: 50%; margin: 0 auto;"/>

The Next Period's Total Securitization ADIT Credit is first allocated to dedicated current and any future lighting rates (currently rates SL and OL) based on their kWh to the Company's total kWh. The resultant rate's Next Period's Total SAC is then allocated to individual rates based on the Generation Demand Allocation. The resultant rate's Next Period's Total SAC is divided by the rate's Next Period's Forecast Sales to arrive at rate's SAC per kWh Charge.

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**APPENDIX H**  
**SECURITIZATION ADIT CREDIT (SAC)**  
(Continued)

**SECURITIZATION ADIT CREDIT (SAC)**

<u>Rate</u>	<u>Credit</u>	<u>SAC Rate (\$ per KWh)</u>
Lighting (SL & OL)	Energy	\$(0.000836)
	Generation Demand Allocation Percentage	
RS	38.3107%	Energy \$(0.001060)
B	0.1295%	Energy \$(0.000663)
SGS	1.4210%	Energy \$(0.001061)
DGS/MLA	23.7110%	Energy \$(0.001048)
OSS	1.4935%	Energy \$(0.001010)
LP	32.6662%	Energy \$(0.000458)
BAMP	1.4112%	Energy **
HLF	0.8569%	Energy **

\*\* Confidential – source Cause No. 45722, workpaper MAR WP-1

**GENERAL**

In the event that any Order of the Commission relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

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## APPENDIX I MISO COST AND REVENUE ADJUSTMENT

### APPLICABILITY

The MISO Cost and Revenue Adjustment (MCRA) shall be applicable to all Rate Schedules as reflected in the MCRA Rates section below.

### DESCRIPTION

The MCRA shall be calculated annually for each Rate Schedule as follows:

$$MCRA = \frac{[(NFC - MRA) \times \text{Rate Schedule Allocation Percentage}]}{\text{Rate Schedule Quantities}}$$

Where:

**NFC** is the Non-Fuel Costs described below.

**MRA** is the MISO Revenues Amount described below.

**Rate Schedule Allocation Percentage** is the proportion of the MCRA amount applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the MCRA Rates section below.

**Rate Schedule Quantities** are the estimated quantities of billing determinants for each Rate Schedule for the projection period.

The calculated MCRA rates shall be further modified to allow the recovery of revenue-based tax charges.

The actual MCRA amounts passed back to or recovered from customers for each period shall be reconciled with MCRA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in a subsequent MCRA filing.

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## **APPENDIX I** **MISO COST AND REVENUE ADJUSTMENT**

(Continued)

### NON-FUEL COSTS (NFC)

The Non-Fuel Component shall be calculated annually for each Rate Schedule as follows:

$$NFC = \text{MISO Charges minus Base Rate Amount}$$

where:

**MISO Charges** are the amount of the recoverable MISO costs, calculated as follows:

- (a) Schedule 1 – Scheduling, System Control and Dispatch Services, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (b) Schedule 2 – Reactive Power costs charged by independent generators in CEI South’s control area; plus
- (c) Schedule 9 – Network Integration Transmission Service, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (d) Schedule 10 – ISO Cost Recovery Adder and Schedule 10-FERC – FERC Annual Charges Recovery, or successor provisions, of the Midwest OATT, or successor tariff for the MISO; plus
- (e) Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (f) Schedule 17 – Energy Market Support Cost Recovery Adder, or a successor provision of the MISO OATT, or any successor tariff for the MISO; plus
- (g) Schedule 24 – Control Area Operator Cost Recovery, or a successor provision of the MISO OATT, or any successor tariff for the MISO; plus
- (h) Schedule 26 – Network Upgrade Charge from MISO Transmission Expansion Plan, plus
- (i) Costs that are not otherwise recovered by MISO through other charges and are socialized for recovery from all market participants including Company (“uplift costs”), including the Real Time Revenue Neutrality Uplift Amount, Real Time Schedule 49, Real Time MVP Distribution Amount, and the Real Time Miscellaneous Amount billed by MISO.

**Base Rate Amount** is a prorated portion of the base rate level of MISO Charges (annual amount of \$4,449,276).

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## APPENDIX I MISO COST AND REVENUE ADJUSTMENT

(Continued)

### MISO REVENUES AMOUNT (MRA)

The MISO Revenues Amount shall be the transmission revenues received for the period from the application of MISO's transmission rates to wholesale loads that sink within Company's control area less a prorated portion of the base level of such transmission revenues (annual amount of \$1,349,242). If actual annual transmission revenues are less than \$1,349,242, the Company shall not recover the shortfall and the MRA shall be zero.

### BAMP RATE TRANSMISSION REVENUES AMOUNT

The BAMP Rate Backup Transmission Revenue amount included in base rates is \$4,355,052. Actual BAMP Backup Transmission Service revenue over collection from \$4,355,052 shall be refunded and under collected BAMP transmission revenue shall be recovered through the MCRA Adjustment.

### MCRA RATES

<u>Rate Schedule</u>	<u>Modified 4 CP Allocation Percentage</u>	<u>Charge Adjusted</u>	<u>MCRA Rate (\$ per kW or kVa)</u>	<u>MCRA Rate (\$ per kWh)</u>
RS	35.8580%	Energy		\$0.000708
B	0.1212%	Energy		\$0.000455
SGS	1.3301%	Energy		\$0.000590
DGS/MLA	22.1930%	Energy		\$0.000599
OSS	1.3979%	Energy		\$0.000476
LP	30.5749%	Demand	\$0.178	
BAMP - Base	1.3208%	Demand	\$0.007	
BAMP - Backup	6.4022%	Demand	\$0.001	
HLF	0.8020%	Demand	\$0.228	

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## APPENDIX J RELIABILITY COST AND REVENUE ADJUSTMENT

### APPLICABILITY

The Reliability Cost and Revenue Adjustment (RCRA) shall be applicable to all Rate Schedules as reflected in the RCRA Rates section below.

### DESCRIPTION

The RCRA shall be calculated annually for each Rate Schedule as follows:

$$\frac{(\text{Reliability Costs} - \text{Reliability Revenues}) * \text{Rate Schedule Reliability Allocation Percentage}}{\text{Rate Schedule Quantities}}$$

**Reliability Costs** is the sum of the following:

- a. The non-fuel cost of Purchased Power during the period minus the base rate level of Purchased Power non-fuel costs (annual amount of \$20,583,262), plus
- b. The cost of Interruptible Sales billing credits and DR aggregator payments for the period minus the base rate level of Interruptible Sales billing credits (annual amount of \$725,000).
- c. The cost of Environmental Emission Allowances (EEAs) used by retail customers during the period minus the base rate level of EEA expense (annual amount of \$3,519,952).

**Reliability Revenues** is the sum of the following:

- a. Wholesale Power Marketing sales (annual amount of \$21,723,254) for the period, plus
- b. The retail portion of the margin from EEA sales (net of costs) for the period, plus
- c. The BAMP Rate Backup Generation Capacity Services revenue base rate amount of \$201,960.

**Rate Schedule Allocation Percentage** is the proportion of the RCRA amount applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the RCRA Rate section below.

**Rate Schedule Quantities** are the estimated quantities of Energy Sales for each Rate Schedule for the upcoming period.

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## **APPENDIX J** **RELIABILITY COST AND REVENUE ADJUSTMENT**

(Continued)

The RCRA rates as calculated above shall be further modified to include the impact of applicable revenue taxes.

The actual RCRA amounts passed back to or recovered from customers for each period shall be reconciled with RCRA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in the subsequent RCRA filing.

### **RCRA RATES**

<u>Rate Schedule</u>	<u>4CP Allocation Percentage</u>	<u>Charge Adjusted</u>	<u>RCRA Rate (\$ per KWh)</u>
RS	38.3107%	Energy	\$0.004273
B	0.1295%	Energy	\$0.002745
SGS	1.4210%	Energy	\$0.003563
DGS/MLA	23.7110%	Energy	\$0.003620
OSS	1.4935%	Energy	\$0.002872
LP	32.6662%	Energy	\$0.002270
BAMP	1.4112%	Energy	\$0.003424
HLF	0.8569%	Energy	\$0.001767

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**APPENDIX K**  
**TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM**  
**IMPROVEMENT CHARGE**

**APPLICABILITY**

The Transmission, Distribution, and Storage System Improvement Charge ("TDSIC") shall be applicable to all Customers on the Rate Schedules set forth in the TDSIC Charges section below.

**DESCRIPTION**

The TDSIC shall include, as approved by the Commission:

- (1) In Cause No. 44910, recovery of costs associated with Company's TDSIC Plan ("TDSIC 1.0") as provided for in Ind. Code Ch. 8-1-39 for the purposes of safety, reliability, system modernization, or economic development.

**Reconciliation**

Company's actual TDSIC costs shall be reconciled semi-annually with actual TDSIC recoveries, with any differences being reflected as a charge or credit in a subsequent TDSIC.

**Allocation Percentages**

TDSIC costs, shall be allocated to the Rate Schedules based on the percentages approved in Cause No. 44910.

<b><u>Rate Schedule</u></b>	<b><u>Transmission Allocation Percentage</u></b>	<b><u>Distribution Allocation Percentage</u></b>
RS	33.46%	54.67%
B	0.10%	0.36%
SGS	1.21%	2.57%
DGS/MLA	21.31%	24.28%
OSS	1.61%	1.84%
LP/BAMP	40.70%	15.28%
HLF	1.56%	0.12%
SL/OL	0.05%	0.89%

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**APPENDIX K**  
**TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM**  
**IMPROVEMENT CHARGE**  
(Continued)

**TDSIC CHARGES**

The TDSIC shall be applied to each customer or kW/kVa or kWh of electric usage, as applicable. The current TDSIC rates and charges by Rate Schedule are set forth below:

<b><u>Rate Schedule</u></b>	<b><u>\$ per Month</u></b>	<b><u>\$ per kW or kVa</u></b>	<b><u>\$ per kWh</u></b>
RS	\$0.00		\$0.000000
B	\$0.00		\$0.000000
SGS	\$0.00		\$0.000000
DGS/MLA		\$0.000	
OSS		\$0.000	
LP		\$0.000	
LP-TVD		\$0.000	
BAMP		\$0.000	
HLF		\$0.000	
SL/OL (1)	\$0.00		

(1) The TDSIC Charge for Rate Schedule SL/OL is stated in \$ per month per lighting fixture.

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## APPENDIX L TAX ADJUSTMENT RIDER

### APPLICABILITY

The Tax Adjustment Rider ("TAR") shall be applicable to all Customers on the Rate Schedules set forth in the TAR Charges section below.

### DESCRIPTION

The TAR shall include, as approved by the Commission:

- (1) In Cause No. 45722, credits associated with the accelerated amortization of Excess Accumulated Deferred Income Taxes ("Credits for Accelerated EADIT") associated with the issuance of securitization bonds related to the retirement of A.B. Brown Units 1 and 2.
- (2) In Cause No. 45032 S21, credits associated with the amortization of Excess Accumulated Deferred Income Tax ("Credits for EADIT") liability resulting from the Tax Cuts and Jobs Act of 2017.
- (3) In Cause No. xxxxx, reflects net difference of the Corporate Alternative Minimum Tax ("CAMT") carryforward in base rates and the current balance of the CAMT carryforward times the Company's cost of capital approved in Cause No. xxxxx .
- (4) In Cause No. xxxxx includes production tax credits ("PTCs") from renewable resources that are a result of the Inflation Reduction Act ("IRA").
- (5) In Cause No. xxxxx, includes regulatory liability for Indiana State EADIT, resulting from the implementation of a gradual period decrease of the Indiana corporate income tax by the Indiana General Assembly between 2012 and 2021.

### Reconciliation

Company's actual TAR shall be reconciled annually with actual TAR recoveries, with any differences being reflected as a charge or credit in a subsequent TAR.

### Allocation Percentages

Charges and Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. xxxxx, shown in the TAR RATES section below.

### TAR RATES

The TAR shall be applied to each customer or kW/kVa or kWh of electric usage, as applicable. The current TAR rates by Rate Schedule are set forth below:

<u>Rate Schedule</u>	<u>Allocation Percentage</u>	<u>Per Month Per Fixture</u>	<u>\$ per kW or kVa</u>	<u>\$ per kWh</u>
RS	43.38%			\$(0.002751)
B	0.23%			\$(0.002773)
SGS	1.76%			\$(0.002509)
DGS/MLA	24.51%		\$(0.731)	
OSS	1.02%		\$(0.317)	
LP	26.95%		\$(0.503)	
BAMP	0.96%		\$(0.082)	
HLF	0.60%		\$(0.547)	
SL/OL	0.61%	\$(0.18)		

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## **RATE CSP** **COGENERATION AND SMALL POWER PRODUCTION**

### **APPLICABILITY**

The schedule of purchase prices set forth herein shall apply to owners of cogeneration or small power producing "qualifying facilities" as defined by the Commission, in Cause No. 37494, approved December 6, 1984. Prior to any purchase by Company, the qualifying facility must enter into a contractual agreement and must meet Interconnection Requirements specified below.

### **RATES FOR SALE OF ENERGY AND CAPACITY**

If the qualifying facility desires to purchase electric service from Company, the electric requirements for the qualifying facility shall be separately metered and billed in accordance with the applicable Rate Schedule.

### **PURCHASE PRICES**

Company will pay for energy and capacity received from the qualifying facility on a monthly basis as follows:

#### **Energy Component:**

Prices paid are based on Company's avoided cost of energy associated with a one (1) megawatt decrement of load. The energy payment is expressed on a cents-per-kWh basis in Table 1 of this schedule.

Payments for energy are adjusted to reflect line losses, expressed as a percentage for the previous year. It is expected that the projected energy payment will vary as Company's actual fuel costs change. Energy rates listed in Table 1 will be revised on or before February 28<sup>th</sup> in each subsequent year in accordance with the Commission Cause No. 37494.

In the case of contracts for purchases of 72,000 Kilowatt-hours or more per month from a qualifying facility, the following factors may be considered and an appropriate adjustment made to the agreed purchase price in each contract:

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

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**RATE CSP**  
**COGENERATION AND SMALL POWER PRODUCTION**

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**Capacity Component**

There shall be demand credit paid to qualifying facilities who can enter into a contract with Company to provide firm capacity for specified term. Capacity payments are expressed on a dollars per Kilowatt per month basis in Table 1 of this schedule. Capacity payments do not apply to existing Company retail customers.

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

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

Where:

F = Capacity payment adjustment factor

E<sub>p</sub> = Kilowatt-hours delivered to Company by the qualifying facility during the peak period defined as the period of time between Hour-ending 0700 EST through and including Hour-ending 2200 Hours EST Monday through Friday, excluding holidays.

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

T<sub>p</sub> = Number of hours in the peak period.

Company and a qualifying facility may negotiate a rate for energy or capacity which differs from the filed Rate CSP.

**Table 1**

**ENERGY PAYMENT TO A QUALIFYING FACILITY**<sup>(1)</sup>

Annual On-Peak	=	\$0.06497/kWh
Annual Off-Peak	=	\$0.05116/kWh

**CAPACITY PAYMENT TO A QUALIFYING FACILITY**

\$6.33 per kW Per Month

<sup>(1)</sup> On-Peak hours = Period of time between Hour-ending 0700 EST through and including Hour-ending 2200 Hours EST Monday through Friday

Off-Peak hours = All other hours, including weekends and designated holidays

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**RATE CSP**  
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**CONDITIONS OF PURCHASE**

1. A qualifying facility, operating electric generating equipment, may connect in parallel with Company's system, providing the facility complies with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service. The Customer will provide, at Customer's expense, all necessary protective and synchronizing equipment.
2. The qualifying facility shall pay in advance of construction all costs estimated by Company for metering or other facilities necessary to provide for the energy purchase. Upon completion of the construction, Company will reconcile the actual costs with the advance payment and bill or credit the facility accordingly.
3. The qualifying facility shall operate its electric generating equipment in such a manner so as not to adversely affect Company's voltage waveform.
4. The qualifying facility shall permit Company at any time as it deems necessary to install or modify any equipment to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the facility's equipment. The facility shall reimburse Company for the cost of such installation or modification upon receipt of a statement from Company.
5. The qualifying facility shall permit Company's employees to enter upon its property at any reasonable time for the purpose of inspecting and/or testing its facilities to ensure their continued safe operation and the accuracy of Company's metering equipment, but such inspections shall not relieve the qualifying facility from its obligation to maintain the facilities in satisfactory operating condition.
6. The qualifying facility shall agree to indemnify Company and its employees against liability for any injuries or damages caused by the operation of the facility's equipment or by any failure of the facility to maintain its equipment in satisfactory and/or safe operating condition.
7. Company will require that a contract be executed which will detail meter reading and billing practices to be followed, as well as other technical and operating parameters for the qualifying facility's generation facilities.

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8. Qualifying facilities wishing to operate electric generating equipment in parallel with Company system and not sell electricity to Company shall abide by these Conditions of Purchase, including allowing Company to prevent the existing Company metering facilities from recording any flow of energy from the facility's generation into Company's system.
9. Company need not purchase or sell at the time of a system emergency.
10. The determination of whether or not a facility qualifies, as well as other terms and conditions of purchase and sale, shall be subject to and in accordance with the Commission's order approved December 6, 1984, in Cause No. 37494.
11. Company's standard terms and conditions shall apply to the purchase and sale of surplus energy and capacity, unless specifically superseded by the terms and conditions presented herein.

**INTERCONNECTION REQUIREMENTS**

1. Qualifying facility owner shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547-2018 or later, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The distributed generation facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Qualifying facility owner owning and operating a generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Qualifying facility owner shall execute Company's standard Indiana Customer Generation Application for Interconnection form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute one form of acceptable proof.

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## **GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

### **INTRODUCTION**

All Company Rate Schedules and these General Terms and Conditions are subject to such changes and modifications as may be made from time to time and approved by the Commission, or otherwise imposed by lawful authority, and any requirements hereunder at any time shall not be more stringent from Customer's point of view than those in the Rules and Regulations of such Commission that are in effect at that time. Except as stated herein, Company's provision of Electric Service shall be as described in the Commission's Regulations as may be revised from time to time.

#### 1. APPLICATION OF RATES

##### (a) General.

- (1) A copy of all Rate Schedules, rules, and regulations under which service will be supplied is posted at Company's website, [www.CenterPointEnergy.com](http://www.CenterPointEnergy.com), under the drop-down menu "Explore", heading of "Utilities & Services", subheading of "Customer Information", then topic of "Rates", select Southwestern Indiana, then SIGECO Electric Tariff. A copy of same is available in the offices of Company and is also on file with the Commission.
- (2) An application in the form of Company's written, telephonic or electronic application for service, or a properly executed contract, and a service deposit, if applicable, as provided for in Rule 8 or Rule 19 hereof, may be required by Company before service will be provided. Company shall have the right to reject, for any valid reason, any application for service.
- (3) No promise, agreement, or representation of any agent or employee of Company shall be binding upon Company unless the same shall be incorporated in the application or contract for service.
- (4) The Rate Schedules of Company are based on service being rendered separately for each Premises and for the ultimate use in or on such separate Premises. Electric Service used by the same individual, firm, or corporation at different Premises will be delivered, measured, and billed separately as to each Premises.
- (5) If Electric Service is taken on more than one meter at the same Premises for the convenience of Customer each meter may be billed separately. Where Electric Service is taken on more than one meter at the same Premises for the convenience of Company or to meet legal requirements, the sum of the measurements of all such meters shall be used in calculating the Bill.
- (6) Company may refuse or disconnect Electric Service on account of arrearages due for Electric Service furnished to persons formerly receiving the same class of Electric Service at the same Premises as Customer of Company, if Customer continues to reside at such Premises requesting or receiving Electric Service.
- (7) Company may disconnect Electric Service to a Premises at which Applicant or Co-Applicant is currently receiving such Service on account of arrearages due for Electric Service furnished to Applicant or Co-Applicant at another Premises under the same class of Service, so long as the arrearages due at the former Premises have remained unpaid for a period of at least 45 days as provided for in 170 IAC 4-1-16(c) (1).

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## (b) Combined Residential and Non-Residential Service

When the principal use of Electric Service applied to a residential dwelling is for residential purposes, but a small amount of energy will be used for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of the 120 volt, 30 Ampere branch circuit (or is less than 3,000 Watts capacity) and the non-residential consumption is less than the residential use on the Premises. When the non-residential equipment exceeds that above stated maximum limit, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate non-residential Rate Schedule, or the entire load will be billed under the appropriate non-residential rate.

## (c) Choice of Rates

(1) Company will assist Customer in determining the Rate Schedule applicable to Customer's Electric Service requirements and which will give Customer the lowest annual cost for service. Where more than one Rate Schedule is available for the class of service requested, the choice of Rate Schedule lies with Customer. Company does not guarantee that Customer will be served under the most favorable Rate Schedule at all times, and no refund will be made representing the difference in charges between the Rate Schedule under which service has actually been rendered and another Rate Schedule applicable to the same class of service. Company will provide a copy of the Rate Schedules available to prospective and existing residential customers upon their request, as provided for in 170 IAC 4-1-18(B).

(2) Not more than one change in Rate Schedules will be made in any twelve-month period for any Customer under the provisions of this rule.

## (d) Resale of Electric Energy

No electric energy shall be resold except: (i) such as may be furnished to other public utilities. or (ii) such as may be furnished for resale exclusively for the charging of plug-in electric vehicles as allowed by Ind. Code § 8-1-2-1.3. Electric energy supplied to Customer under any of Company's Rate Schedules shall be for the sole use of Customer.

## (e) Apartment Buildings and Multiple Dwellings

Where residential service is supplied through one meter to a location containing two or more separate living quarters, the following shall apply:

(1) For Customers receiving service at the location on or prior to October 28, 1998 the service shall be classified as Residential, in which case, for billing purposes, the appropriate Residential Rate Schedule shall be applied on the basis of a single Customer.

(2) For Customers who begin receiving service after October 28, 1998 the service shall be classified as Non-Residential, in which case, for billing purposes, the appropriate General Service Rate Schedule shall be applied on the basis of a single Customer.

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- (3) Customer may change its wiring at Customer's expense and arrange with Company, subject to Rule 19 (c), to separate the combined service and permit Company to install a separate meter for each separate living quarters. In each such case the readings of each meter shall be billed separately under Rate RS - Residential Service.

### **2. INTERRUPTIONS AND DAMAGES**

Company will endeavor to furnish continuous service, but does not guarantee uninterrupted service, and shall not be liable for any damages which Customer may sustain by reason of the failure of the energy, or failure or reversal of phases, whether caused by accident, repairs or other uses; nor shall Company be liable for damages that may be incurred by the use of Customer's electrical appliances or equipment, or the presence of Company's property at Customer's Premises. Nor shall Company be liable for loss or damage occurring under or by virtue of the exercise of authority or regulation by governmental, military or lawfully established civilian agencies, or due to conditions or causes beyond Company's control.

### **3. DISCONNECTING SERVICE**

Company may, at its option, discontinue service and remove any of its property on Customer's Premises without legal process:

- (a) Notice will be given to Customers (i) at the expiration of Company's agreement with Customer; (ii) to facilitate repairs or replacements of the Company's meters or other property; (iii) for want of supply of electric energy. However, no notice will be required (iv) where fraudulent or unauthorized use of electricity is detected; (v) where Company's regulating or measuring equipment or other facilities have been tampered with; (vi) where a condition dangerous or hazardous to life, physical safety, or property exists; or (vii) in compliance with the order of any court, the Commission, or public authority having jurisdiction.

When Company detects fraudulent, deceptive, or unauthorized use or tampering of Company's measuring equipment or other service facilities, Company may reasonably assume that Customer or other user has benefited by such fraudulent, deceptive, or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls, investigation and cost of effecting repairs necessitated by such use and/or tampering; provided, that Company may assess a minimum Investigation Charge as set forth in Appendix D per occurrence for such field calls and repairs. Under such circumstances Company may, subject to any provision of 170 IAC 4-1-16 to the contrary, disconnect service without notice and Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full. All statutory penalties shall be fixed by a court of competent jurisdiction or by agreement between Company and Customer.

- (b) Upon fourteen (14) days' written notice mailed to Customer at such Customer's address as shown upon Company's records, (i) whenever any account contracted by Customer is in arrears; (ii) upon violation of these General Terms and Conditions and the general terms and conditions of any agreement between Company and Customer; or (iii) for misrepresentation of facts upon which Company was induced to render service.

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**4. COMPANY EQUIPMENT – LOCATION AND PROTECTION**

(a) Customer shall provide, free of expense to Company and close to the point of service entrance, suitable space acceptable to Company for installation of the necessary metering equipment, said metering equipment to be owned and maintained by Company. Customer shall exercise due diligence to protect said metering equipment from tampering, damage or accident and shall permit no person other than an agent of Company or person otherwise lawfully authorized to do so, to inspect, test, or remove the same.

(b) If Company's equipment is damaged or destroyed through the neglect of Customer, the cost of necessary repairs or replacements shall be paid by Customer.

**5. SERVICE CONNECTIONS**

Company will install its service wires to a point designated by Company and Customer shall bring its wiring to that point.

**6. CUSTOMER'S WIRING AND ELECTRICAL EQUIPMENT**

(a) Customer shall maintain its wiring and equipment in the condition required by any authorized or appropriate regulatory authority and the properly constituted local authorities having jurisdiction. Company reserves the right to deny or terminate service to any Customer whose wiring or equipment fails to meet the above requirements and/or constitutes a hazard to Company's equipment or its service to other Customers. However, Company disclaims any responsibility to inspect Customer's wiring or equipment and shall not be held liable for any injury or damage resulting from the condition thereof.

(b) No other source of electric light or power supply shall be used by Customer on the same installation in conjunction with Company's supply, except for alternative generation, approved Distributed Energy Resources, auxiliary power supply covered under special contract or emergency generating units to be used in the event of failure of Company's power supply. In all such cases, suitable switches shall be installed to ensure that Customer's generation is isolated from Company's system at all times.

**7. ACCESS TO CUSTOMER'S PREMISES**

Company's authorized agents shall have access to Customer's Premises at all reasonable hours to install, inspect, read, repair, replace, or remove its meters and other property, and to inspect and determine the connected load. If Company is denied access to Customer's Premises in order to disconnect service, and disconnection must be made at a pole or transformer due to the denial of access, Customer will be required to pay an Additional Charge for reconnection at the pole or transformer as set forth in Appendix D, Other Charges.

**8. DEPOSIT REQUIRED**

(a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 19.

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(b) Residential Customers:

Company will follow and apply the provisions of 170 IAC 4-1-15 in requiring deposits from Residential Customers, and Company hereby adopts said IAC provision and incorporates it by reference in its entirety in this Tariff.

(c) Non-Residential Customers:

- (1) Unless otherwise stated in Customer's contract with Company, Company will require new Non-Residential Customers to provide a deposit, and may require same of existing Non-Residential Customers, if Company reasonably determines that Customer's creditworthiness is inadequate or if a history of late or non-payment exists. The amount of the deposit will be based on the amount of the two (2) highest Months' usage based upon the most recent twelve (12) months' historical usage or projected annual usage. In determining creditworthiness of Non-Residential customers, Company shall consider the size of the credit exposure and the availability of information about Customer, and shall review information such as, but not limited to: Customer's independently audited annual and quarterly financial statements, including an analysis of its leverage, liquidity, profitability and cash flows; credit rating agency information; publicly available news and information about Customer's business or industry; Customer's payment history.
- (2) If existing Non-Residential Customer's deposit balance is less than the amount of two (2) highest Months' usage as described in 8.(c)(1), Company may require Customer to provide an additional deposit amount so that the balance of Customer's deposit is equal to the amount required under 8.(c)(1).
- (3) Company reserves the right to increase, modify, or reduce any dollar amount and/or forms of deposit if (1) Customer does not meet creditworthiness requirements acceptable to Company and/or (2) if conditions of service or collateral which were originally established have materially changed.
- (4) The deposit will be refunded to Customer if Company later determines that Customer's creditworthiness has become adequate based on the evaluation of creditworthiness described in (c)(1) above. In lieu of a cash deposit, Customer may provide an irrevocable standby letter of credit in a form, and from a financial institution, satisfactory to Company.
- (5) Cash Deposits held more than twelve (12) months shall earn interest from the date of deposit calculated monthly based upon the Federal Funds Effective Rate for the last business day of the month opposite the caption "Federal Funds (Effective)", as set forth in the H.15 (519) Federal Reserve Statistical Release, or any successor publication, published by the Board of Governors of the Federal Reserve System.

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(6) Customer must adhere to the terms and conditions of any and all agreements and service contracts entered into between Company and Customer. Company shall define the terms and conditions for refunding any deposit received hereunder, over a specific period of time, pursuant to such agreement, service contract, or minimum use / minimum payment contract signed and executed by Customer and Company.

### 9. METER READING AND BILLING

- (a) Bills will be rendered monthly based on metered or estimated usage. When Company is unable to read the meter, the usage for the month will be estimated on the basis of past service records or other available data. Bills rendered for Electric Service in months in which meters are not read shall have the same force and effect as those based on actual readings. Any Customer who desires not to receive a Bill for estimated usage may contact Company's Customer Service to request a bill based on an actual read.
- (b) Should a meter fail to register the amount of electricity supplied during any period, the usage will be estimated based upon the use during similar periods or on other available information and a Bill rendered accordingly.

### 10. PAYMENT OF BILLS – RECONNECTION CHARGE

- (a) Bills for service furnished to Customer by Company are issued as net bills and are due when rendered. If any Bill is paid on or before the final date shown on the Bill, the net amount shall be payable. A Bill shall be considered delinquent and the gross amount is due if not paid within seventeen days of the date rendered.
- (b) A Deferred Due Date Plan ("the Plan") is available to any Residential Customer who receives a social security or pension check.
  - (1) A Customer who is on the Plan and receives two disconnect notices within a twelve (12) month period while on the Plan will be removed from the Plan at Company's discretion.
- (c) An Equal Payment Plan, allowing for equal monthly payments and a semi-annual true-up, is available to Residential Customers and Small General Service Customers with no current delinquent bills and an established credit record.
- (d) Customer shall notify Company at least three (3) days in advance of the day when it desires that Electric Service be discontinued. Upon request by Customer to disconnect service, Company shall disconnect the service within three (3) working days of the requested disconnection date. Customer remains responsible for all service used and the billings therefore until service is disconnected, but Customer shall not be liable for any service rendered to Customer's Premises after the expiration of three (3) working days from the requested disconnection date. This rule shall not apply to any case where a Customer has entered into a contract with Company to take service from Company for a definite period of time specified or provided for in such contract.

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- (e) When the service has been disconnected by Company for nonpayment of Bills, or as otherwise provided in these General Terms and Conditions, a reconnection charge as set forth in Appendix D, Other Charges, must be paid by Customer before such service is reconnected. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D, Other Charges.
- (f) When a reconnection of service is made for a Customer at the same location and service has been disconnected at Customer's request, a reconnection charge as set forth in Appendix D, Other Charges, must be paid by Customer before such service is reconnected. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D, Other Charges.

**11. PAYMENT OF BILLS – CHARGE FOR RETURNED PAYMENTS**

A charge may be made to reimburse Company for a part of the cost of processing a payment returned by any financial institution, which charge shall be as set forth in Appendix D, Other Charges.

**12. SECONDARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE**

Company will furnish the necessary transforming equipment to service Customers billed on Secondary Voltage Rate Schedules. Customers metered at Primary Voltage (2400 volts or higher) will be credited with three percent (3%) of the metered demand and kWh. Company has the option of providing metering to compensate for the losses instead of crediting the metered demand and kWh by three percent (3%).

**13. PRIMARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE**

Customers billed on Primary Voltage Rate Schedules shall own/lease, operate, and maintain all transforming, controlling and protective equipment. Electric Service will be metered at the Primary Voltage supply of 2400 volts or higher. The supply voltage will be determined by Company. When Customer's requirements are metered on the load side of the meter, metered demand and kWh shall be increased by three percent (3%) to convert to the equivalent of service metered at the supply voltage. Company has the option of providing metering to compensate for the losses instead of increasing the metered demand and kWh by three percent. When compensation metering is provided and when Customer billing is based on kVa, the metering shall include compensation for VAR losses in addition to the kW and kWh losses.

**14. RESERVED FOR FUTURE USE****15. RESERVED FOR FUTURE USE**

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### 16. METER TESTING

Company will test meters used for billing Customers in accordance with the Commission's Regulations.

### 17. VOLTAGES

The standard nominal distribution service voltages within the Service Area of Company are:

<u>Secondary Voltages</u>		<u>Primary Voltages</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240	120/208	4160/2400
120/208	240	12470/7200
	277/480	
	480	

The availability and application of the voltages will be determined by Company and applicable Rate Schedule. Other non-preferred voltages may be supplied to a Customer to meet specific requirements at the discretion of Company. These non-preferred voltages shall be limited to localized areas and shall be supplied at the discretion of Company.

### 18. CURTAILMENT PROCEDURES

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

#### (a) Definitions

Human Needs Customers - Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.

(b) Curtailment Initiation - In the event a Curtailment is required in Company's sole judgment, Company shall have the right to curtail Electric Service to its Customers. Such Curtailment shall be effective as of the date and time specified by Company. Company shall implement its Capacity and Energy Emergency Plans to maintain and restore service to the extent possible under the circumstances. When necessary in the sole opinion of Company and to the extent possible, Electric Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

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## (c) Curtailment Notification

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

## (d) Lifting of Curtailment

Service shall be restored to Customers pursuant to Company's Capacity and Energy Emergency Plans.

## (e) A Customer who is mandated to curtail energy use, either by order of an appropriate governmental agency or under application of these General Terms and Conditions, and who solely because of the mandate becomes subject to the ratchet provisions of an applicable Rate Schedule, will for the period during which the mandate is in effect be exempt from meeting the provisions of the ratchet requirements of the Rate Schedule.

## 19. FACILITIES EXTENSIONS/MODIFICATIONS

## (a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 8.

## (b) As used in this Rule 19, "extensions" shall refer to extension or modification of Company facilities required in order to provide electric service as requested by Customer(s) or prospective Customer(s).

## (c) Upon request for Electric Service by initial applicants (a Customer, prospective Customer or a group of prospective Customers located in the same area), Company will extend or modify, without charge, its facilities including wires, poles, transformers and other equipment necessary to provide the service, provided:

(1) that Company's estimate of its Fixed Cost Revenue from such Electric Service(s) provided to initial applicant(s) for a period of three (3) years is equivalent to or in excess of Company's estimate of the cost of providing such facilities; and

(2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.

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- (d) If the cost of the facilities necessary to provide the Electric Service requested by initial applicant(s) exceeds the total estimated Fixed Cost Revenue from such extension as provided in (c) above, Company shall make such extension under the following conditions:
- (1) Upon proper applications for such extension and adequate provision for payment to Company by initial applicant(s) of that part of the estimated cost of such extension over and above the amount which would have qualified as provided in 19.(c) above; or
  - (2) If in the opinion of Company (a) the estimated cost of such extension and the prospective revenue to be received from it is so meager or speculative as to make it doubtful whether the Fixed Cost Revenue from the extension would ever pay a fair return on the investment involved in such extension, or (b) in a case of real estate development, with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular service, then in any of these cases, the Company shall submit the same to the Commission for investigation and determination as to the public convenience and necessity of such extension, and if so required, the conditions under which it shall be made.
  - (3) Deposits held may be returned to initial non-residential applicant(s) based on the amount of Fixed Cost Revenue received by Company, for a period of three (3) years and up to the amount of the original deposit, in at least annual installments.
  - (4) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, to the Commission the terms of service and deposit determined by Company under (d)(1) or (d)(2) for review and determination as to the reasonableness of said terms.
  - (5) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to three (3) times the estimated annual Fixed Cost Revenue from such new Customer(s), less the cost to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the contribution of the initial applicant(s), and the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s).

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**GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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- (6) In the event that the initial applicant(s) is (are) required by (d) above to make any deposit, Company shall upon request make available to the initial applicant(s):
- (a) the information used to establish the basis for the applicable deposit amount; and
  - (b) the information used to establish the basis for the estimated total Fixed Cost Revenue for a period of three (3) years to be realized by Company from permanent and continuing Customers on such extension.
- (e) Company shall not be required to make extension as provided in this Rule 19 unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties, which may require Customer to provide a satisfactory deposit or adequate provision of payment to Company of the performance of Customer's (or Customers') obligations thereunder.
- (f) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for Rider ED or Rider AD, or other economic development rider as may be applicable and in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **A.1 AFFILIATE GUIDELINES**

The OUC and Southern Indiana Gas and Electric Company (“Utility”) (collectively “Parties”) have negotiated in connection with Cause No. 41465 the following Affiliate Guidelines to govern the relationships between the Utility and its Affiliates. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Affiliate Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUC or Utility desires changes to these Affiliate Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Affiliate Guidelines on its own motion, after notice and hearing.

These Affiliate Guidelines should be read in conjunction with the “Cost Allocation Guidelines” developed by the OUC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

One purpose of these Affiliate Guidelines is to establish standards for procurement on competitive terms to govern the Utility’s procurement of goods, services, assets and other utility resources. Such procurement “on competitive terms” (as defined herein) shall be done with the objective of obtaining the best terms available for the Utility and its customers. The only exception to these procurement standards is the provision of “shared corporate support and administrative services” such as corporate treasury services and human resources. These services may be shared with other companies/affiliates within the CenterPoint Energy organization. The pricing of those services to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines. See the definitions section below for a complete definition of “shared corporate support and administrative services.”

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

### **A.2. DEFINITIONS**

The definitions below apply to terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

**“Affiliate”** “Affiliate” means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an “Affiliate” by the Commission or otherwise is an “Affiliate” under Indiana Law.

**“Person”** “Person” includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.

**“Commission”** “Commission” means the Indiana Utility Regulatory Commission.

**“IURC”** “IURC” means the Indiana Utility Regulatory Commission.

**“OUCC”** “OUCC” means the Indiana Office of Utility Consumer Counselor.

**“Holding Company”** “Holding Company” means the parent company, CenterPoint Energy, Inc., or its successor in interest of Indiana Gas Company and/or Southern Indiana Gas and Electric Company.

**“Competitive Terms”** “Competitive Terms” means the best terms reasonably available in the competitive marketplace at that time (including the terms available from the Utility itself under efficient operation) giving due consideration to both price and non-price terms such as quality and reliability. If the Utility itself can provide the services at the lowest cost with comparable quality and reliability, then that cost shall be considered the “competitive terms.”

**“Shared Corporate Support and Administrative Services”** “Shared Corporate Support and Administrative Services” means the following types of functions/services that the Utility may share with other companies/affiliates within the CenterPoint Energy organization: (1) accounting and corporate treasury services; (2) human resources; (3) information technology and communications services; (4) corporate directors and officers services; (5) legal services; (6) insurance and claims; (7) billing; (8) customer call center services; (9) facility and fleet management; and (10) environmental services. (See Specific Affiliate Guidelines 10, 12, and 15 related to “Shared Corporate Support and Administrative Services.”)

**“Capital Costs”** “Capital Costs” means the costs associated with obtaining the financial capital required to provide physical assets such as office buildings, computers or office equipment.

**“Non-Regulated”** “Non-Regulated” means not regulated by the Indiana Utility Regulatory Commission (IURC). “Non-Regulated” also applies to products or services over which the IURC has declined its jurisdiction.

**“Similarly Situated”** “Similarly Situated” means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A utility affiliated gas or power marketer would, for example, be considered similarly situated to other non-affiliated gas or power marketers.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

### **A.3. GENERAL AFFILIATE GUIDELINES**

- A. No Cross-Subsidies.** The Utility shall not subsidize Affiliates or non-regulated activities.
- B. Separation of Regulated and Non-Regulated Operations.** The separation of the Utility's regulated operations from the Holding Company's non-regulated business operations and Affiliates is necessary to prevent potential cross-subsidies. To the maximum extent practicable, the Utility shall separate its regulated operations from its own, its Affiliates and its Holding Company's non-regulated operations. Instances where such separation does not exist must otherwise be in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.
- C. No Discrimination.** The Utility shall not discriminate in favor of or otherwise give preferential treatment to its Affiliates, its Affiliates' customers, or the Utility's own non-regulated activities
- D. Comparability of Service.** The Utility shall provide comparable service to all similarly situated marketers, customers, or other entities, regardless of affiliation.
- E. Procurement on Competitive Terms.** With the exception of "shared corporate support and administrative services" (defined above) the procurement of goods, services, assets and other resources by the Utility shall be on competitive terms, consistent with the public interest and in compliance with these Affiliate Guidelines and the Cost Allocation Guidelines. The Utility may procure services from an Affiliate, but such procurement must be done on competitive terms (defined above). The Utility's procurement process shall also comply with General Guideline C above (i.e., No Discrimination). The pricing of "shared corporate support and administrative services" to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines.

Effective:

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

### **A.4. SPECIFIC AFFILIATE GUIDELINES**

1. Affiliates shall be charged for all costs incurred on their behalf. These costs shall be appropriately and reasonably allocated and shall include, but not be limited to, those associated with shared facilities, general and administrative support services, and other corporate overheads.
2. The Utility shall process all similar requests for service in the same manner and within the same reasonable time period for all similarly situated customers, marketers and other entities, regardless of affiliation.
3. The Utility shall not give preference to or discriminate in favor of its Affiliates, its Affiliates' customers or its own non-regulated activities in matters including, but not limited to, the allocation, assignment, release, or transfer of rights to intrastate or interstate capacity, use of Utility distribution facilities, storage on system, rights to storage off system, or in the sale of gas.
4. The Utility shall not condition or tie any agreement to provide Utility service to any agreement relating to a service to be provided by an Affiliate.
5. To the maximum extent practicable, Utility employees shall function separately and independently from employees of Affiliates and those engaged in non-regulated activities including, but not limited to, gas marketers, power marketers and other service providers.
6. The Utility may not, through tariff or otherwise, give any Affiliate or an Affiliate's customer or any non-regulated activity a preference or an advantage with respect to the transportation of gas including, but not limited to, the movement or delivery of gas on its distribution system, the administration of customer contracts, scheduling, nomination, balancing, metering, storage, standby service, curtailment policy, or billing/invoice disputes.
7. The Utility shall apply tariffs and their provisions and all other aspects of Utility service on a consistent and non-discriminatory basis to all similarly situated marketers, customers, and other entities regardless of affiliation.
8. Any discount or rebate for utility service offered by the Utility to an Affiliate or an Affiliate's customer shall be offered on a non-discriminatory basis to all similarly situated marketers, customers or other entities, regardless of affiliations. If the Utility waives a penalty or fee related to Utility service for an Affiliate or an Affiliate's customer, it shall waive such penalty or fee for similarly situated others on a non-discriminatory basis.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

9. The Utility shall not give preference to or discriminate in favor of its Affiliates or its Affiliate's customers in its provision of information. This includes, without limitation, information related to the sale or marketing of energy or energy services to existing or potential new customers and information related to the availability of transmission, distribution or storage capacity. Specific customer information shall be made available to affiliated or unaffiliated entities only upon consent of Customer or as otherwise provided by law or commission rules or orders, except that customer name and address information may be provided to energy marketers or energy service providers.
10. The Utility may share information technology and communications services with other companies/affiliates within the CenterPoint Energy organization. However, such sharing of information technology and communications services shall not be done in a manner that violates Specific Guideline 9 above regarding the non-discriminatory provision of information. The utility shall take whatever steps are necessary to fulfill this requirement such as, for example, the implementation of electronic "firewalls" or other measures to control access to Utility information.
11. The Utility shall not speak on behalf of its Affiliates or give the appearance that it speaks on behalf of its Affiliates. The Utility's Affiliates shall not speak on behalf of the Utility or give the appearance that they speak on behalf of the Utility.
12. Customer call handling shall be performed on a non-discriminatory basis without respect to affiliations of Customer or affiliations of Customer's marketer or energy service provider. If a customer requests information about alternative sources of supply, the customer service representatives shall offer to provide a list of all alternative suppliers known to be serving customers in the same rate class as Customer making the inquiry, except those suppliers excluded by mutual agreement of the Utility and the OUCC. Such a list may include utility affiliates, but the utility customer service representatives shall not promote or endorse services offered by an affiliate. To ensure compliance with Specific Guidelines 9, 10, 11 and 12, the guidelines for handling of customer calls and information have been set out in writing and attached as Customer Call Handling Process.
13. The Utility's Affiliates shall not trade upon, promote, or suggest that they receive preferential treatment as a result of affiliation with the Utility.
14. The Utility and its Affiliates shall not participate in joint advertising. An Affiliate may, however, reference the fact of its affiliation with the holding company. Such public references shall not: (a) make the Affiliate appear to be part of the Utility, or (b) suggest that the Affiliate or the Affiliate's customers will have any advantage as a result of the affiliation.
15. If the charges for Utility services are combined with charges for non-regulated energy services into a single bill, such a combined bill format will be made available on a non-discriminatory basis to non-affiliated entities that provide energy services in the Utility's service territory.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

16. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
17. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with these Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise between the OUCC and Utility regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
18. All complaints relating to these Affiliate Guidelines and the Cost Allocation Guidelines, whether written or verbal, shall be submitted to the general counsel of the Utility or the Utility's highest-ranking legal employee ("general counsel"). The general counsel shall acknowledge to complainant such complaint within five (5) working days of receipt. The general counsel shall conduct a preliminary investigation and prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the incident or incidents underlying the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The general counsel shall provide a copy of the written statement to the complainant. The general counsel shall communicate the results of the preliminary investigation to the complainant in writing within twenty (20) days after the complaint was received including a description of any course of action to be taken. In the event the Utility and the complainant are unable to resolve the complaint, the complainant may file a complaint with the Commission. Any complaint filed with the Commission before same was filed with the Utility under this section shall be held in abeyance while the procedures outlined here are followed. The general counsel shall keep a log of all complaints for a period of not less than three (3) years and shall keep such log available for inspection by the IURC, OUCC and complainant.
19. All transactions between the Utility and its Affiliates shall be in accordance with a written contract filed with the IURC pursuant to I.C. 8-1-2-49. The Utility shall maintain sufficient records of all such transactions for at least three (3) years so as to allow for a complete and thorough audit.
20. The Utility shall meet with the OUCC to review all proposed Affiliate contracts. Upon filing of Affiliate contracts with the IURC, copies of such contracts will be delivered to the OUCC. Affiliate contracts shall be governed by Indiana law and these Affiliate Guidelines and the Cost Allocation Guidelines. To the extent the Guidelines contain provisions or commitments that go beyond what would otherwise be required under Indiana law, the Guidelines shall control. The OUCC reserves its rights to challenge such contracts at any time.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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### **A.5. PROCEDURES FOR FILING AFFILIATE CONTRACTS**

All Affiliate contracts shall be filed with the IURC and be in conformance with these Guidelines, the Cost Allocation Guidelines and Indiana law. Such contracts shall be available for public inspection, except to the extent that information is protected from public disclosure under Indiana law. These Affiliate Guidelines in no way affect the IURC's duties and/or authority under Indiana law to *inter alia* investigate such contracts, hold public hearings related to such contracts and/or disapprove such contracts. These Affiliate Guidelines also in no way affect the OUCC's rights to *inter alia* initiate investigations of such contracts.

### **A.6. ANNUAL INFORMATIONAL FILING**

The Utility shall file annually with the Commission and provide copies to the OUCC the following information concerning the Utility's Affiliates and its non-regulated activities.

1. The names and business addresses of the officers and directors of each Affiliate that has transacted any business with the Utility during the previous twelve (12) months. For each such Affiliate, the Utility shall also provide the following in its annual informational filing:
  - a. The Affiliate's name and a description of the Affiliate's primary line(s) of business and a description of the nature of the Affiliate's business with other non-affiliated entities.
  - b. A schedule detailing and summarizing the nature and dollar amounts of the transfers of assets, goods and services between the Utility and the Affiliate that took place during the applicable twelve-month period.
2. A listing of all contracts currently in effect between the Utility and Affiliate(s) indicating the nature of the transactions, the date the contract became effective and the contract's expiration date.
3. A corporate organization chart, which shows the parent holding company, the Utility, its Affiliates, and their relationships to one another.
4. A description of the method(s) used to identify, value, and record transfers of assets, goods and services between the Utility and its Affiliates.
5. A description of the method(s) used to allocate federal and state income tax expense, payments and refunds to the Utility and its Affiliates.
6. A description of sharing of personnel between the Utility and its Affiliates during the twelve-month period.
7. A log of complaints maintained by the Utility under section 18 of Specific Affiliate Guidelines.
8. A listing and description of all non-regulated activities engaged in by the Utility, including the amount of revenues and expenses generated by each such non-regulated activity.

These annual informational filings shall commence on the date thirty (30) days after the effective date of the Commission's approval of these Affiliate Guidelines and shall repeat thereafter at the end of the Utility's fiscal year. These annual informational filings shall not serve or be interpreted as a pre-approval process.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

### **B.1. COST ALLOCATION GUIDELINES**

The OUCC and CEI South (“Utility”) (collectively “Parties”) have negotiated in connection with Cause No. 41465 the following Cost Allocation Guidelines to govern the allocation of costs between the Utility and its Affiliates. The OUCC retains all of its rights and authority to dispute the reasonableness of and/or recovery of all Utility costs, including those to which these Cost Allocation Guidelines may be applicable. Mere allocation of costs under these guidelines does not predetermine the reasonableness of rate recovery of such costs. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUCC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Cost Allocation Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUCC or Utility desires changes to these Cost Allocation Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Cost Allocation Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUCC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Cost Allocation Guidelines on its own motion, after notice and hearing.

These Cost Allocation Guidelines should be read in conjunction with the “Affiliate Guidelines” developed by the OUCC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

The following Cost Allocation Guidelines govern the allocation of costs associated with “shared corporate support and administrative services” which have been defined in the definition section of the Affiliate Guidelines and which may be shared with other companies/affiliates within the CenterPoint Energy organization. By their nature, these costs are associated with functions and operations that are shared and not separate. The allocation methods should apply to those Utility Affiliates who share corporate support and administrative functions in order to prevent subsidization from the regulated Utility and ensure equitable cost sharing among the regulated Utility and its Affiliates. The pricing of “shared corporate support and administrative services” to the Utility shall be based on cost and be in accordance with these Cost Allocation Guidelines.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

### **B.2. DEFINITIONS**

See the definitions section of the Affiliate Guidelines for the definitions of terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

### **B.3. GUIDELINES**

1. No Cross-Subsidies. The Utility shall not subsidize Affiliates or non-regulated activities.
2. The Utility shall maintain and utilize an accounting system and records that identify and appropriately allocate costs between the Utility and its Affiliates.
3. The Utility's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. The Utility and all Affiliates that share corporate support and administrative services shall maintain documentation including organizational charts, accounting bulletins, procedure and work order manuals or other related documents, which describe how costs are allocated between regulated and non-regulated services or products.
5. Affiliates shall be charged an appropriate and reasonable allocation of all shared corporate support and administrative costs incurred on their behalf. These costs include, but are not limited to, those associated with shared facilities and other corporate overheads.
6. To the maximum extent practicable, shared corporate support and administrative costs should be accumulated and classified on a direct cost basis for each asset, service or product provided.
7. The shared corporate support and administrative costs that cannot be directly assigned per item (6) above, should to the maximum extent possible be allocated to the Utility and its Affiliates and to the services or products to which they relate using relevant allocators which best reflect or consider the cost causative characteristics of the product/service being provided.
8. Where allocation/assignment pursuant to (6) and (7) is not practical, general allocation factors shall be utilized to allocate all remaining costs between the Utility and its Affiliates and between service and product lines ultimately provided by the Utility and its Affiliates.
9. The allocation of capital costs between the Utility and its Affiliates (incurred in the provision of "shared corporate support and administrative" services) shall be based on the following:
  - a. The cost of capital used for such allocations shall equal the Utility's weighted average cost of capital as last found by the Commission.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

- b. Depreciation shall be charged on a straight-line basis. Depreciation rates used for such allocations shall be consistent with the expected useful life of the asset(s) and in accordance with generally accepted accounting principles and regulatory accounting requirements, as applicable.
10. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana Law.
11. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with the Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
12. The cost assignment/allocation methodologies discussed herein are applicable to shared corporate support and administrative services. The Utility's procurement of all other goods, services, assets, or other resources shall be on competitive terms, consistent with the public interest and in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.

### **B.4. AUDIT REQUIREMENTS**

Each year an independent auditor appointed by the OUCC shall do an audit. OUCC staff members may assist the auditor. The purpose of the audit shall be to ensure that the Utility complies with these Cost Allocation Guidelines. Any violations of the Cost Allocation Guidelines shall be noted and explained in the auditor's report, a copy of which shall be provided to the Utility, the Commission and the OUCC. CenterPoint Energy shall annually contribute up to \$50,000 toward the auditor's costs/fees.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

(Continued)

### **B.5. CUSTOMER CALL HANDLING PROCESS**

#### **Outline of Customer Call Handling Guidelines and Infrastructure**

In order to provide for the operation of an efficient, high quality call center operation that handles customer calls and information in a manner consistent with the terms of the Affiliate and Cost Allocation Guidelines, this outline has been developed. The intent is to describe the guidelines for customer call handling and the requirements for separation between staff handling calls about regulated services and staff handling calls about non-regulated services. The key components include:

- **Staffing**            A separate non-regulated service call handling staff including a separate exempt supervisory leader is required.
- **Separation**        Personnel devoted to handling calls related to regulated utility service will be physically separated from personnel handling non-regulated service calls through, at a minimum, the use of high height partitions and panels.
- **Data**                A data firewall will be created to require customer permission before non-utility related staff can access utility customer records. Acquisition of utility customer usage and billing history data will be with customer permission and consistent with Specific Affiliate Guidelines 9 and 10.
- **Costs**                Call center costs will be allocated per the Cost Allocation Guidelines. Any charges made to providers of non-regulated services will be reasonable and non-discriminatory.
- **Process**             Attached are summary call handling flowcharts and a script which have been developed to more specifically describe the process to be used in the event that the utility offers an energy choice program to its residential and small Non-Residential customers in the future.
- **Monitoring**        The IURC and OUCC will be able to monitor compliance with the Guidelines through the provision of access to customer calls. The IURC and OUCC (or their agents) will also be able to make on site visits and inspections of call center facilities.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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### **B.6. CUSTOMER CALL HANDLING SCRIPT**

#### **For Inquiries Regarding Non-Regulated Energy Services**

Mr./Ms. Customer,

I am very sorry, but I can't directly handle this for you, but I can get you in touch with somebody who can.

I can give you a telephone number from which you can get more information about the providers of these services, including our affiliate \_\_\_\_\_. This telephone number is: *(give telephone number)*. If you have access to the web you can get this information on the web site. The web site address is: *(give web address)*.

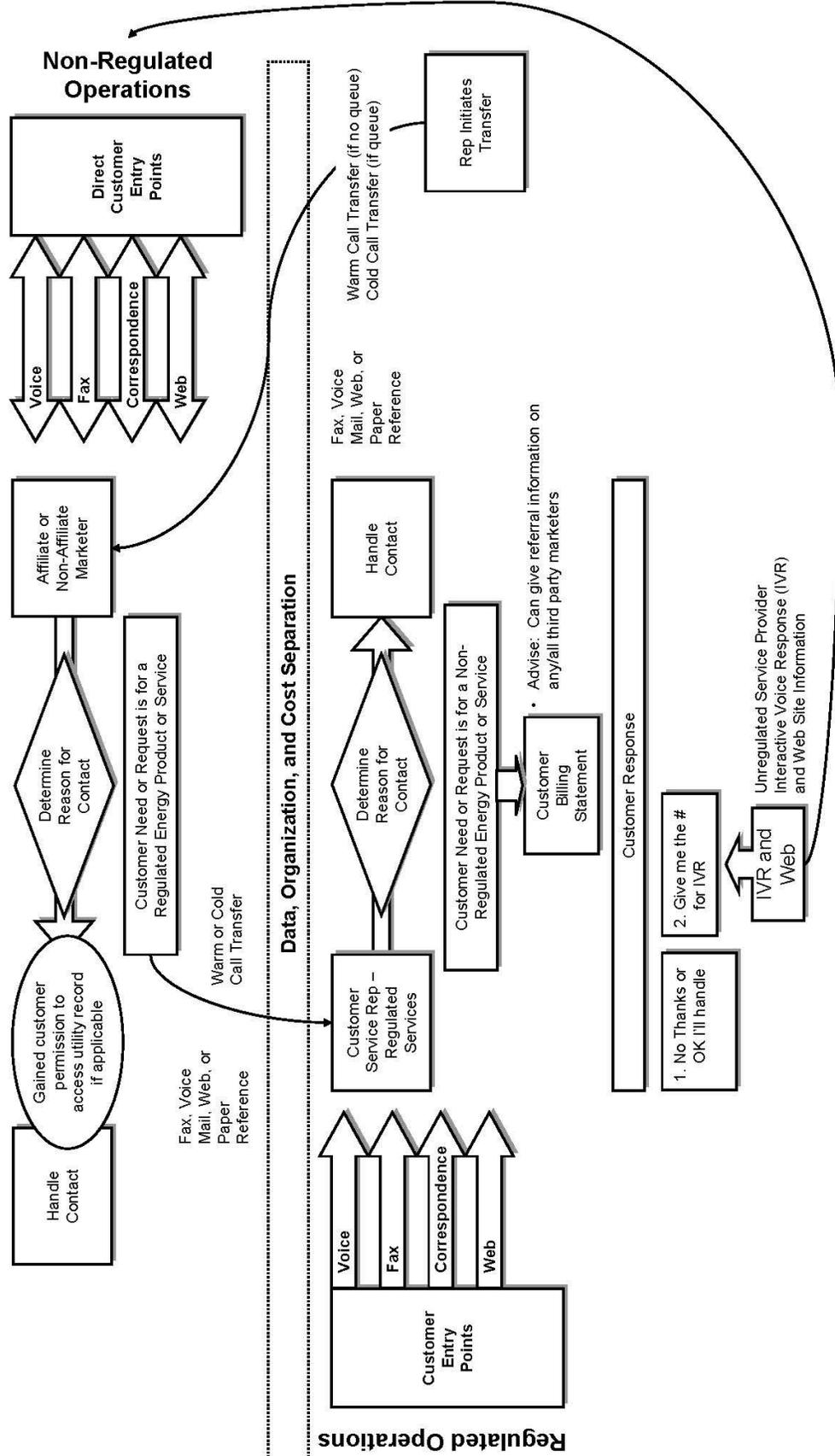
[If you prefer, I can transfer your call now to one of these service providers. *(see note)*

By the way, the providers may want to review your customer records. Do we have your consent to release this information at their request?

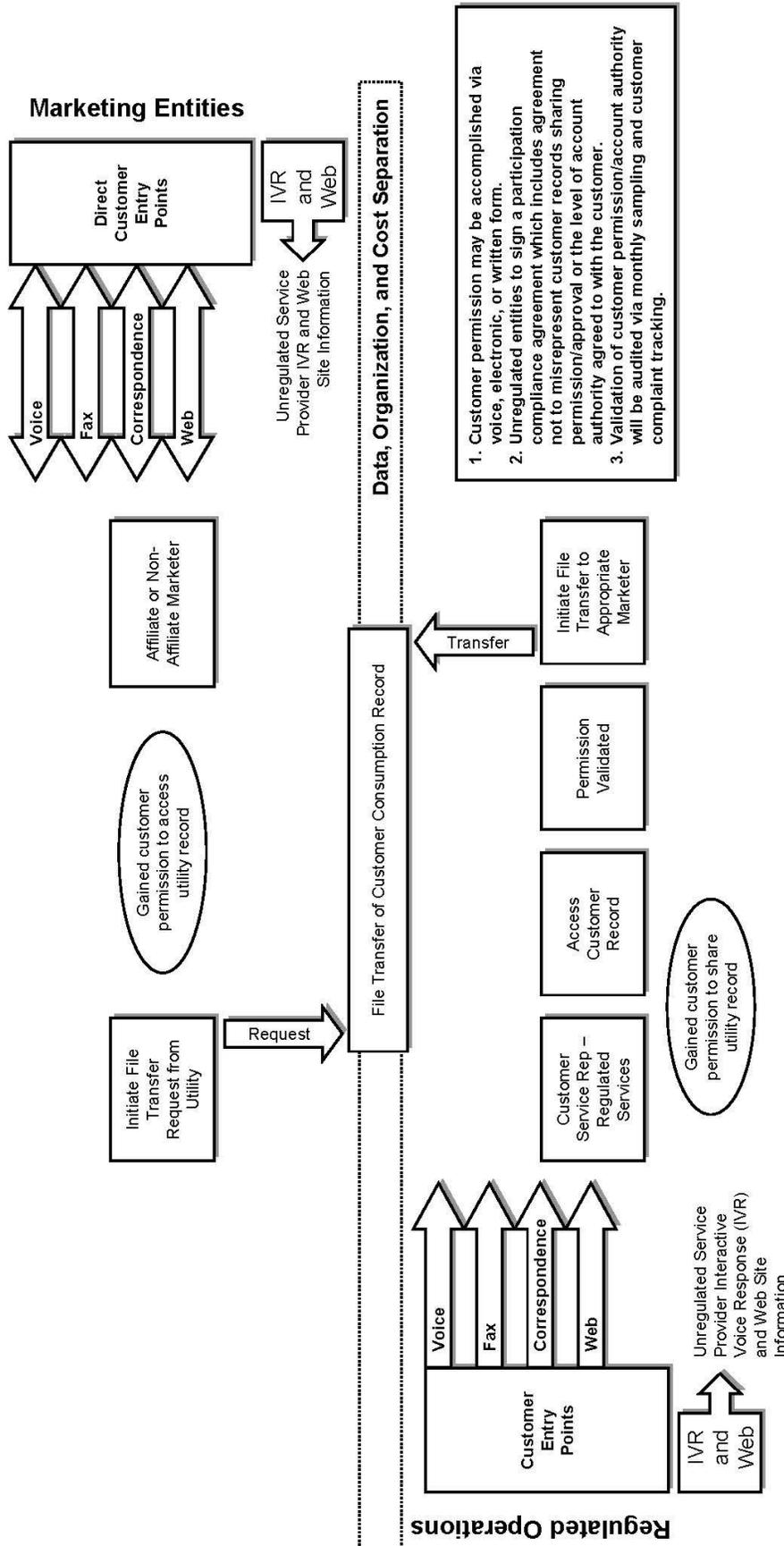
*Note: The paragraph references call transfers and will only be part of the script if CenterPoint Energy can offer the call transferring*

Effective:

# Call Handling Process Summary



# Customer Permission and Information Transfer Summary



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SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
D/B/A  
CENTERPOINT ENERGY INDIANA SOUTH  
(CEI SOUTH)

## TARIFF FOR ELECTRIC SERVICE

**I.U.R.C. No. E-14**

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ISSUED PURSUANT TO ORDER OF THE  
INDIANA UTILITY REGULATORY COMMISSION  
IN CAUSE NO. 45990  
EFFECTIVE

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Communications concerning this tariff may be addressed to:

Mail: Regulatory and Rates Department  
CenterPoint Energy  
211 NW Riverside Drive  
Evansville, IN 47708

Phone: 800-227-1376  
E-mail: [CustomerCareEVV@CenterPointEnergy.com](mailto:CustomerCareEVV@CenterPointEnergy.com)

Effective:

Deleted: April 20, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**TARIFF SHEET INDEX**

**TARIFF SHEET NO.**

**DESCRIPTION**

1	TITLE PAGE
2	TARIFF SHEET INDEX
3	DEFINITIONS
4-9	RESERVED FOR FUTURE USE

**RATE RATE SCHEDULES**

10	RS	RESIDENTIAL SERVICE
11-12		RESERVED FOR FUTURE USE
13	B	WATER HEATING SERVICE
14	SGS	SMALL GENERAL SERVICE
15	DGS	DEMAND GENERAL SERVICE
16	OSS	OFF-SEASON SERVICE
17	LP	LARGE POWER SERVICE
18	HLF	HIGH LOAD FACTOR SERVICE
19	BAMP	<del>BASE</del> , BACKUP, AND MAINTENANCE POWER SERVICES
20	MLA	MUNICIPAL LEVEE AUTHORITY SERVICE
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31	SL-2	POST TOP LANTERN TYPE LUMINAIRE SERVICE
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39	S	EMERGENCY NOTIFICATION SIREN SERVICE
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**RIDER RIDERS**

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51	IP-2	INTERRUPTIBLE POWER SERVICE
52	NM	NET METERING RIDER
53	EDG	EXCESS DISTRIBUTED GENERATION RIDER
54	DLC	DIRECT LOAD CONTROL RIDER
55	IC	INTERRUPTIBLE CONTRACT RIDER
56	IO	INTERRUPTIBLE OPTION RIDER
57	AFS	ALTERNATE FEED SERVICE RIDER
58	ED	ECONOMIC DEVELOPMENT RIDER
59	AD	AREA DEVELOPMENT RIDER
60	TS	TEMPORARY SERVICE RIDER
61	SAS	STANDBY OR AUXILIARY SERVICE RIDER
62	DR	MISO DEMAND RESPONSE RIDER
63	<del>GE</del>	<del>GREEN ENERGY RIDER</del>
64	<del>TLC</del>	<del>THERMOSTAT LOAD CONTROL RIDER</del>

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**APPENDIX ADJUSTMENTS**

65	A	FUEL ADJUSTMENT CLAUSE (FAC)
66	B	DEMAND SIDE MANAGEMENT ADJUSTMENT (DSMA)
67	C	CLEAN ENERGY COST ADJUSTMENT (CECA)
68	D	OTHER CHARGES
69	E	ENVIRONMENTAL COST ADJUSTMENT (ECA)
70	F	SECURITIZATION OF COAL PLANTS (SCP)
71	<del>G</del>	<del>RESERVED FOR FUTURE USE</del>
72	H	SECURITIZATION ADIT CREDIT (SAC)
73	I	MISO COST AND REVENUE ADJUSTMENT (MCRA)
74	J	RELIABILITY COST AND REVENUE ADJUSTMENT (RCRA)
75	K	TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM IMPROVEMENT CHARGE (TDSIC)
76	<del>L</del>	<del>TAX ADJUSTMENT RIDER (TAR)</del>
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			<b><u>GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE</u></b>
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80	1	1	APPLICATION OF RATES
80	3	2	INTERRUPTIONS AND DAMAGES
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	<b><u>SECTION AFFILIATE AND COST ALLOCATION GUIDELINES</u></b>
100	A1 AFFILIATE GUIDELINES
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**DEFINITIONS**

Except where the context requires otherwise, the following terms shall have the meanings defined below when used in this Tariff for Electric Service:

**Abbreviations:**

- FAC** – Fuel Adjustment Clause
- FERC** – Federal Energy Regulatory Commission
- IURC** – Indiana Utility Regulatory Commission
- kVa** – kilovolt-ampere
- kW** – kilowatt
- kWh** – kilowatt-hour
- OUC** – Indiana Office of Utility Consumer Counselor

**Ampere** – The unit used to measure an electric current or rate of flow of electricity in a circuit.

**Bill** – An itemized list or statement of fees and charges for Electric Service or other services provided by Company. A Bill may be rendered by mail or by electronic means.

**Billing Demand** – Customer’s measured, estimated, calculated, or contracted usage in kW or kVa utilized for billing purposes, determined as specified in the applicable Rate Schedule.

**Coincident Peak** – The maximum demand for each customer class at the time of the maximum demand on Company’s system.

**Commission** – The Indiana Utility Regulatory Commission.

**Commission’s Regulations** – The Rules, Regulations, and Standards of Service for Electric Public Utilities in Indiana, as promulgated from time to time by the Commission.

**Company** – Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy Indiana South (CEI South).

**Company’s General Terms and Conditions** – General Terms and Conditions Applicable to Electric Service, as amended from time to time, and as approved by the Commission as part of this Tariff for Electric Service.

**Contract** – Legal agreement between Company and Customer that establishes mutually acceptable terms of service.

**Contract Demand** – Level of maximum expected demand established in Contract between Company and Customer.

**Curtailment** – The interruption or limitation of Electric Service available to Customer pursuant to Company’s Curtailment Procedures.

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**DEFINITIONS**  
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Deleted: Curtailment – The interruption or limitation of Electric Service available to Customer pursuant to Company’s Curtailment Procedures.¶

**Curtailment Period** – The period of time, as specified by Company, or in accordance with MISO’s instructions, during which Electric Service is subject to Curtailment.

**Curtailment Procedures** – Rule 18 of Company’s General Terms and Conditions.

**Customer** – Any individual, partnership, association, firm, public or private corporation, municipality or other government agency, or any other entity agreeing to pay for Electric Service provided by Company with its consent. A Customer shall include any person receiving Electric Service from Company irrespective of whether that person is the individual in whose name the Electric Service is being received.

**Customer Facilities Charge** – Monthly charge applicable to Electric Service under each Rate Schedule.

**Deceptive** – As used in Company’s General Terms and Conditions, Rule 3(a), receipt of Electric Service by Customer at Customer’s Premises the term “deceptive” refers to a situation wherein a Customer has made a claim of identity theft that is, upon investigation, determined to be not legitimate.

**Demand Charge** – That portion of the charge for electric service based upon the electric capacity (kW or kVa) billed under an applicable Rate Schedule.

**Distributed Energy Resources** – Eligible net metering energy resources under Rider NM and eligible distributed generation energy resources under Rider EDG.

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**Electric Service** – The provision by Company under a specific Rate Schedule of electricity at Company’s point of delivery to Customer, irrespective of whether any such electricity is actually consumed.

**Energy Charge** – That portion of the charge for Electric Service based upon the electric energy (kWh) consumed.

**Fixed Cost Revenues** – Revenues from Customer Facilities Charge, Energy Charge, and Demand Charge, less any Transformer Ownership or Transmission Voltage Discounts, including applicable Adjustments as applicable and indicated in the Rate Schedule applicable to Customer.

**Four Coincident Peak (4CP)** – The average of the monthly Coincident Peaks during the four (4) summer months of June, July, August, and September.

**Fuel Adjustment Clause (FAC)** – Fuel cost recovery process approved for Company through Commission orders, including the Commission’s generic orders in Cause Nos. 33061, 35687, and 37712, and the Order in Cause No. \_\_\_\_\_

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**Fuel Charge** – Line loss adjusted charge which recovers the base rate fuel cost component, per kWh, applicable to each Rate Schedule.

**Industrial Customer** – A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.

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## DEFINITIONS

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**K-12 School** – An educational institution administering or providing educational programs from kindergarten through grade 12, or any subset thereof.

**Maximum Demand** – The metered average load in kW or kVa during the 15-minute period of maximum usage in the month as determined by suitable instruments installed by Company.

**MISO** – ~~Midcontinent~~ Independent System Operator, the Regional Transmission Organization of which Company is a member.

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**Month** – The interval between successive regular meter reading dates.

**Municipal Corporation** – Corporation owned and operated by a city or town in Indiana.

**Non-Residential Customer** – Any Customer that is not a Residential Customer.

**Ohm** – The unit of measurement of electrical resistance. The resistance of a circuit in which a potential difference of one (1) volt produces a current of one (1) ampere.

**Power Factor** – The fraction of power actually used by Customer's electrical equipment compared to the total apparent power supplied, usually expressed as a percentage.

**Premises** – A distinct portion of real estate such as the living quarters for the use of a single family, or the main building of a Non-Residential Customer; may include outlying or adjacent buildings used by the same, provided the use of service in the outlying buildings is supplemental to the Electric Service used in the main residence or building.

**Primary Voltage** – As defined in Rule 17 of Company's General Terms and Conditions.

**Prior Year** – The most recent twelve Months (inclusive of the current billing Month).

**Rate Schedule** – A description of Electric Service applicable to a particular classification of Customers with specific Availability, Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

**Residential Customer** – Customer using Electric Service primarily for a single-family dwelling unit, mobile home, apartment unit, or condominium.

**Secondary Voltage** – As defined in Rule 17 of Company's General Terms and Conditions.

**Service Area** – Areas in which Company has Electric Service available or may offer Electric Service, as certified by the Commission.

**Single Phase** – A circuit energized by a single, alternating electromotive force

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**DEFINITIONS**  
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**Three Phase** – A combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.

**Transformer Ownership Discount** – A discount, applicable to certain Rate Schedules, provided to Customers who own, operate, and maintain all transformer facilities.

**Transmission Voltage** – Designation of electromotive force for transporting bulk electric energy; 69,000 volts or greater.

**Transmission Voltage Discount** – Discount provided to Customers who receive service at 69,000 volts or higher.

**VAR** – Reactive component of power.

**Variable Production Charge** – Base rate charge which recovers Variable Production Costs.

**Variable Production Costs** – Variable costs associated with Company's generation of electricity.

**Volt** – The electromotive force applied to a circuit with a resistance of one ohm that will produce a current of one ampere.

**Watt** – The unit of electric power represented by a current of one ampere under the pressure of one volt in a circuit of unity power factor.

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**RATE RS**  
**RESIDENTIAL SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to all Residential Customers. Customers shall be classified for billing purposes as either Standard or Transitional. A Transitional Customer shall be any Residential Customer who receives service at a Transitional Premises. A Transitional Premises is any Residential Premises which permanently and exclusively uses electric equipment for space heating, takes all service through one meter and which either received service under the former Rate EH as of May 3, 2011 or which is attached to Company's distribution system on or before May 3, 2012. Standard Customers are all other Residential Customers.

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

~~\$23.20~~ per month

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**Energy Charge:**

**Standard Customers**

~~\$0.167200~~ per kWh for all kWh used per month

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**Transitional Customers**

~~\$0.137977~~ per kWh for all kWh used per month

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**Fuel Charge:**

~~\$0.048138~~ per kWh for all kWh used per month

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Deleted: \$0.03600 per kWh for all over 1,000 kWh used during the months of October through May

**Variable Production Charge:**

~~\$0.001692~~ per kWh for all kWh used per month

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Effective:

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**RATE RS**  
**RESIDENTIAL SERVICE**  
(Continued)

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

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**RATE B**  
**WATER HEATING SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to Customers electing service hereunder for separately metered service used for water heating, subject to the conditions set forth below. This Rate Schedule is closed to new Customers.

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

**RATES AND CHARGES**

The monthly Rate and Charges for service hereunder shall be:

**Customer Facilities Charge:**

~~\$14.76~~ per month

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**Energy Charge:**

~~\$0.118406~~ per kWh for all kWh used per month

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**Fuel Charge:**

~~\$0.048138~~ per kWh for all kWh used per month

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**Variable Production Charge:**

~~\$0.001692~~ per kWh for all kWh used per month

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Rider is available to qualified Customers:

- Rider DLC – Direct Load Control Rider

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

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**RATE B**  
**WATER HEATING SERVICE**  
(Continued)

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions, the Commission's Regulations, and the following special provisions:

1. Any replacement ~~water~~ heaters shall be thermostatically controlled and of a type approved by Company.
2. Water heaters shall be permanently installed and in regular use by Customer and shall not be less than 40 gallons capacity.
3. Company reserves the right to control the operation of water heaters where uncontrolled operation creates distribution system difficulties. In such event the controlled period will not exceed ~~four consecutive~~ hours per day, the hours of control to be determined by Company.
4. Electric Service will be furnished through a separate meter to which no other equipment may be connected.

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**RATE SGS**  
**SMALL GENERAL SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand or, if new Customer, an estimated Maximum Demand, of 10kW, or less electing service hereunder. Company shall determine Customer's estimated Maximum Demand by review of the connected load or other suitable means.

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

\$22.50 per month

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**Energy Charge:**

\$0.163033 per kWh for the first 1,000 kWh used per month

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\$0.123711 per kWh for the next 1,000 kWh used per month

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\$0.068221 per kWh for all over 2,000 kWh used per month

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**Fuel Charge:**

\$0.048138 per kWh for all kWh used per month

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**Variable Production Charge:**

\$0.001692 per kWh for all kWh used per month

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider

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**RATE SGS**  
**SMALL GENERAL SERVICE**  
(Continued)

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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**RATE DGS**  
**DEMAND GENERAL SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand of more than 10kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, who elects service hereunder. Customer shall be classified for billing purposes based on Prior Year Maximum Demand as follows:

- DGS-1 – Up to and including 70 kW
- DGS-2 – Over 70 kW and up to and including 300 kW
- DGS-3 – Over 300 kW

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, single or three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

- DGS-1 - ~~\$17.15~~ per month
- DGS-2 - \$34.49 per month
- DGS-3 - \$73.90 per month

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**Demand Charge:**

The monthly charge for the first 10 kW of Billing Demand is included in the Energy Charge.

~~\$13.23046~~ per kW per Month for all kW of Billing Demand in excess of 10 kW

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**Energy Charge:**

- ~~\$0.120252~~ per kWh for the first 1,000 kWh used per month
- ~~\$0.086129~~ per kWh for the next 14,000 kWh used per month\*
- ~~\$0.040046~~ per kWh for all over 15,000 kWh used per month

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\*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

**Fuel Charge:**

~~\$0.048409~~ per kWh for all kWh used per month

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**Variable Production Charge:**

~~\$0.001691~~ per kWh for all kWh used per month

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 15  
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## RATE DGS DEMAND GENERAL SERVICE

(Continued)

### Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

### Transformer Ownership Discount:

Customers with a Maximum Demand of 100 kW or greater and receiving service at Company's available Primary Voltage may own, operate and maintain all transformer facilities. A discount of forty-four and four-tenth cents (\$0.444) for each kW of Billing Demand will apply to such customers.

### Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

### Riders:

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider
- Rider TLC - Thermostat Load Control
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider TS – Temporary Service Rider
- Rider DR – MISO Demand Response

**Other Charges:** Other Charges set forth in Appendix D shall be charged to Customer.

### DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the Maximum Demand, but not less than 60% of the highest Maximum Demand for the Prior Year.

### SEPARATE METERING

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the Maximum Demand of each meter. The energy use of the lighting and power meters shall also be added.

### TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: \_\_\_\_\_

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE OSS**  
**OFF-SEASON SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand of more than 10kW whose service address is an Eligible Premises. An Eligible Premises is one which permanently and exclusively uses electric equipment for space heating, takes all service through one meter, and which received service under Rate OSS on or before May 3, 2011 and who elects service hereunder.

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, single or Three Phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

**RATES AND CHARGES**

The Monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

~~\$17.15~~ per month

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**Demand Charge:**

~~\$13.23046~~ per kW per month for all kW of Billing Demand.

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**Energy Charge:**

~~\$0.070795~~ per kWh for all kWh used per month.

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**Fuel Charge:**

~~\$0.048138~~ per kWh for all kWh used per month

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**Variable Production Charge:**

~~\$0.001692~~ per kWh for all kWh used per month

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

Effective: \_\_\_\_\_

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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Sheet No. 16  
Original Page 2 of 2

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**RATE OSS**  
**OFF-SEASON SERVICE**  
(Continued)

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider DLC – Direct Load Control Rider
- Rider TLC - Thermostat Load Control
- Rider ADR – Aggregation Demand Response
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider DR – MISO Demand Response

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand for the current month shall be the highest Maximum Demand established during the previous months of June, July, August or September, but not less than 10 kW.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE LP**  
**LARGE POWER SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer receiving Electric Service at Primary or Transmission Voltage and having a Prior Year Maximum Demand of 300 kVa or greater, electing service hereunder. Transmission Voltage service, where available, shall be at 69kV or higher, at the option of Company.

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Three Phase, nominal voltages, 4160/2400, 12470/7200, 69000, 138000 volts or any other mutually agreed upon voltages. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment. Service will be metered at the Primary or Transmission Voltage supplied.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

~~\$171.47~~ per Month

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**Demand Charge:**

~~\$17.81944~~ per kVa per month for all kVa of Billing Demand.

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**Transmission Voltage Discount (for delivery at 69 kV or higher):**

~~\$2.678~~ per kVa per month for all kVa of Billing Demand.

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**Energy Charge:**

~~\$0.038157~~ per kWh for all kWh used per month

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**Fuel Charge:**

~~\$0.048850~~ per kWh for all kWh used per month

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**Variable Production Charge:**

~~\$0.001652~~ per kWh for all kWh used per month

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Minimum Demand Charge.

The Minimum Demand Charge shall be calculated as the Demand Charge per kVa multiplied by 60% of the highest Billing Demand for the Prior Year (but not less than 300 kVa).

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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Original Page 2 of 3

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**RATE LP**  
**LARGE POWER SERVICE**

(Continued)

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control
- Rider ADR – Aggregation Demand Response
- Rider EDG – Excess Distributed Generation Rider
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider DR – MISO Demand Response

**Other Charges:**

Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**DETERMINATION OF BILLING DEMAND**

Unless otherwise specified in the Contract, the Billing Demand for the current month shall be the Maximum Demand, but not less than 60% of the highest Maximum Demand for the Prior Year and in no event less than 300 kVa.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created on Saturdays, Sundays, and holidays designated by Company and between 8:00 P.M. and 7:00 A.M. on any other day, provided that the Billing Demand for the month shall never be less than 50% of the Maximum Demand during such month regardless of when such Maximum Demand occurred.

Company reserves the right, upon thirty-day notice to Customer, to change the off-peak demand periods when peak load conditions on Company's system make such modification necessary. Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

Effective:

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For service hereunder, a written Contract is required for an initial term of not less than three (3) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.¶

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE LP**  
**LARGE POWER SERVICE**  
(Continued)

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than three (3) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE HLF**  
**HIGH LOAD FACTOR SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. This service is available only from facilities operating at Transmission Voltage.

**APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer supplied at a single point of delivery with a Contract Demand of not less than 4,500 kVa electing service hereunder.

This Rate Schedule is not applicable to Customer where 1) an alternate source of power is used, 2) for resale to others, or 3) as a supplement to service furnished under any other Rate Schedule.

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Three Phase, nominal voltages 69,000, 138,000 volts or any other mutually agreed upon voltages. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Demand Charge:**

~~\$37,244~~ per kVa per month for all kVa of Billing Demand

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**Fuel Charge:**

~~\$0.048610~~ per kWh for all kWh used per month

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**Variable Production Charge:**

~~\$0.001608~~ per kWh for all kWh used per month

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Demand Charge, but not less than \$86,382.00 per month.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE HLF**  
**HIGH LOAD FACTOR SERVICE**  
(Continued)

**Riders:**

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider DLC – Direct Load Control Rider
- Rider TLC – Thermostat Load Control
- Rider ADR – Aggregation Demand Response
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider DR – MISO Demand Response

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand for the current month shall be the highest of the following:

- (1) Maximum Demand;
- (2) 90% of the highest Billing Demand for the Prior Year;
- (3) 75% of the Contract Demand;
- (4) 75% of the highest Billing Demand occurring during the term of the contract.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created on Saturdays, Sundays, and holidays designated by Company and between 8:00 P.M. and 7:00 A.M. on any other day provided that the Billing Demand for the month shall never be less than 50% of the Maximum Demand created during such month regardless of when such Maximum Demand occurred.

Company reserves the right, upon thirty days' notice to Customer, to change the off-peak periods when peak load conditions on Company's system make such modification necessary. Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than five (5) years, or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for equal successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than three (3) years prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: \_\_\_\_\_

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 19  
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**RATE BAMP**  
**BASE, BACKUP, AND**  
**MAINTENANCE POWER SERVICES**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. ~~All Services supplied hereunder shall be provided only to the extent of the available capacity of Company's electric facilities and of its supply lines, at such frequency, phase, regulation, and voltage as it has available at the location of service.~~

**APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer electing service hereunder whose electric capacity requirements are 1,000 kW or more and who own and operate 60 Hertz electric generating equipment, other than for emergency usage, to meet all or at least 1,000 kW of Customer's electric loads. ~~The capacity available under this Rate Schedule will be limited to 250 MW of contracted supply on a first-come first-served basis with existing customers given preference.~~

**CHARACTER OF SERVICE**

~~Base Service is generation capacity, transmission, distribution, and energy services supplied by Company to Customer to meet a portion of its native usage ('Customer Load') on an ongoing daily basis in parallel with Customer's use of its own electric generation equipment. Base Services are charged at the Customer's applicable Rate Schedule.~~

~~Backup Service is generation capacity, transmission, distribution and energy services supplied by Company, during outages of Customer's generation equipment, in an amount not to exceed the lesser of (1) Customer's internal electric load, (2) the demonstrated capacity of Customer's electric generating equipment, or (3) an otherwise mutually agreed amount. Backup Power is available as either firm or non-firm in its character.~~

~~Maintenance Service is generation capacity, transmission, distribution, and energy provided by Company to replace capacity and energy normally generated by Customer's generating equipment during a scheduled outage of such equipment. Maintenance Service will only be available by schedule as agreed to by Company a minimum of 14 days in advance. Demand Charge related Maintenance Service charges are calculated on a per day basis. Maintenance Services are charged at the Customer's applicable Rate Schedule.~~

**DEFINITIONS**

- ~~Billed Base Service kW/kVa: the higher of sixty percent of recent twelve months Billed Base Service kW/kVa or the current month Peak Base Service kW/kVa. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.~~

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~~¶ All Power Services supplied hereunder shall be provided only to the extent of the available capacity of Company's electric facilities and of its supply lines, at such frequency, phase, regulation, and voltage as it has available at the location of service. Customer must provide protective and regulation equipment satisfactory to Company to interconnect and/or operate its electric generation facilities in parallel with Company's system.¶~~  
~~¶ Non-Firm Backup Power is interruptible by Company and service may be interrupted for economic or system reliability reasons, Company will give Customer as much notice as possible of an economic interruption, but no less than ninety (90) minutes. When Company determines that load must be interrupted for system reliability reasons Company will notify Customer as soon as possible of the interruption, but no less than ten (10) minutes. Company reserves the right to interrupt non-firm backup service whenever the incremental revenue to be received from Customer is less than the anticipated incremental expense to supply the energy during the interruption period. Customer may buy-through the economic interruption by notifying Company within thirty (30) minutes of the request for interruption whether it intends to interrupt load or wants Company to supply replacement energy for the interruptible load. The cost of the interruptible energy provided by Company will be the most expensive power used to provide for system load during the interruption period. Customer will be advised of the estimated cost of the replacement energy. Customer cannot buy-through an interruption when the interruption is made for system reliability reasons. ¶~~  
~~¶ Firm Backup Power will only be available for a maximum period of 60 days in any contract year. Backup may be a combination of firm and non-firm capacity, the firm portion of which must be specified in the Contract.¶~~  
~~¶ Auxiliary Power Service is capacity and energy supplied by Company to Customer to meet a portion of its native usage on an ongoing daily basis in parallel with Customer's use of its own electric generation equipment. The amount of Auxiliary Power Service made available from Company must be mutually agreed upon by Contract.¶~~  
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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE BAMP**  
**BASE, BACKUP, AND**  
**MAINTENANCE POWER SERVICES**

(Continued)

- Billed Base Service kWh: The month's Company Meter kWh, less Trip Event kWh, plus Trip Event Base Service kWh
- Billed Distribution kW/kVa: The current month's Billed Distribution kW/kVa is the Billed Transmission kW/kVa. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.
- Billed Transmission kW/kVa: The higher of the recent thirty-six-month Peak Customer Load kW or the current month Peak Customer Load kW, less the current month's Billed Base Service kW. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.
- Billed Trip Event Capacity kWh: The highest Company Meter kW during a Trip Event, less Trip Event Base Service kW. The Customer's applicable Rate Schedule determines if billing is in kW or kVa.
- Billed Trip Event kWh: Trip Event kWh, less Trip Event Base Service kWh
- Company Meter: Equipment used to measure Customer Load not provided by the Customer Generator.
- Customer Generator Output: kW produced by the Customer's Generator.
- Customer Load: The customer's total load as measured by the Customer Meter representing the sum of the Customer Generator Output and the Company Meter.
- Customer Meter: The equipment used to measure Customer Load
- MISO: Midcontinent Independent System Operator
- MISO CONE: A utility term used to indicate the current capital cost of constructing a power plant reduced to a daily per kW amount.
- MISO LMP: Cost incurred, expressed in dollars per kilowatt hour, to supply the last incremental amount of energy at a specific transmission node.
- Peak Base Service: The current month's peak kW during the current month's non-Trip Event days as measured by the Company Meter.
- Peak Customer Load: The current month's peak kW as measured by the Customer Meter.
- Trip Event Days: The number of days where the Customer's generation equipment operates at a level below the level of its nameplate designation and is communicated to the Company by the Customer within 24 hours of the start of the Trip Event. Fractional days are not permitted.
- Trip Event Base Service kW: The average kW during the previous ten non-Trip Event days prior to a Trip Event.
- Trip Event Base Service kWh: calculate the average daily kWh during the previous ten non-Trip Event days prior to a Trip Event using the Company Meter; then multiply the average daily kwh times the Trip Event Days.
- Trip Event kWh: The total kWh measured by the Company Meter during the days of a Trip Event

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**Deleted: Maintenance Power Service** is capacity and energy provided by Company to replace capacity and energy normally generated by Customer's generating equipment during a scheduled outage of such equipment. Maintenance Power will only be available by schedule as agreed to by Company a minimum of 14 days in advance.¶

¶ All Power Services supplied hereunder shall be provided only to the extent of the available capacity of Company's electric facilities and of its supply lines, at such frequency, phase, regulation, and voltage as it has available at the location of service. Customer must provide protective and regulation equipment satisfactory to Company to interconnect and/or operate its electric generation facilities in parallel with Company's system.¶

Southern Indiana Gas and Electric Company D/B/A  
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**RATE BAMP**  
**BASE, BACKUP, AND**  
**MAINTENANCE POWER SERVICES**  
(Continued)

**BACKUP RATES AND CHARGES**

The Rates and Charges for service hereunder shall be:

<b>Generation Capacity:</b>	110% of the daily MISO CONE kW Rate times the 'Billed Trip Event Capacity' kW times 'Trip Event Days' plus applicable Adjustments.	
<b>Energy Services:</b>	Hourly MISO LMP times the 'Billed Trip Event kWh' plus applicable Adjustments.	
<b>'Billed Transmission' plus applicable Adjustments:</b>	\$ per kVa per day	\$ per kW per day
<b>Transmission Services**:</b>	\$0.181	\$x.xxx
<b>Transmission Voltage Discount:</b> (if applicable)	\$0.077	n/a
<b>'Billed Distribution' plus applicable Adjustments:</b>	\$ per kVa per day	\$ per kW per day
<b>Distribution Services**:</b>	\$x.xxx	\$x.xxx
<b>Transformer Ownership Discount:</b> (if applicable)	n/a	\$0.015
<b>Other Direct Customer Assignable Costs:</b>	Customer is responsible for costs incurred by the Company that are directly assignable to the Customer	

\*\* Firm Transmission and Distribution Services number of days is the number of days in the month; Interruptible Transmission and Distribution Services number of days is 'Trip Event Days', if any. Customers may not contract for one firm and one interruptible Service.

**Backup Adjustments:**

- [Appendix B – Demand Side Management Adjustment](#)
- [Appendix C – Clean Energy Cost Adjustment](#)
- [Appendix E – Environmental Cost Adjustment](#)
- [Appendix F – Securitization of Coal Plants](#)
- [Appendix G – Securitization Rate Reduction](#)
- [Appendix H – Securitization ADIT Credit](#)
- [Appendix I – MISO Cost and Revenue Adjustment](#)
- [Appendix J – Reliability Cost and Revenue Adjustment](#)
- [Appendix K – Transmission, Distribution, and Storage System Improvement Charge](#)

**Other Charges:**

- Applicable Other Charges set forth in Appendix D shall be charged to Customer.

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Capacity Charge:

Backup Power

-firm \$5.421 plus 120% of the capacity component in the current Rate CSP, per kVa of Rated Capacity.

-non-firm \$5.421 per kVa of Rated Capacity, plus \$2.936 per kVa of Billing Demand.

Auxiliary Power The Capacity Charge of Customer's applicable Rate Schedule, per kVa of Billing Demand

Maintenance Power The applicable Demand Charge per kVa currently in effect for Rate LP, exclusive of any minimums.

Transmission Voltage Discount \$2.308 per kVa of Billing Demand or Rated Capacity. (for delivery at 69kV or higher)

Energy Charges:

All kWh used (Backup) 100% of Company's hourly incremental energy costs, per kWh, inclusive of any variable production charges.

All kWh used (Auxiliary and Variable Production Maintenance) Charge and the Fuel Cost Adjustment in Appendix A of Customer's applicable Rate Schedule.

Fuel Charge: Customer shall be subject to Fuel Charge as specified in Customer's applicable Rate Schedule

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
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Sheet No. 19  
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**RATE BAMP**  
**BASE, BACKUP, AND**  
**MAINTENANCE POWER SERVICES**  
(Continued)

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**DUAL METERING REQUIREMENT**

Both a 'Customer Meter' and a 'Company Meter' are necessary for Backup Service. The installation cost of such meters is provided by the Customer.

**INTERCONNECTION REQUIREMENTS**

Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The distributed generation facility shall comply with the applicable requirements of 170 IAC 4-4.3.

Customer owning and operating a generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.

Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.

Customer shall execute Company's standard Distributed Generation Interconnection Application form and provide other information reasonably requested by Company for service. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute one form of acceptable proof.

**TERMS AND CONDITIONS OF SERVICE**

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
2. Customer shall agree that, upon Company request, Company shall have reasonable access to Customer's metering, control, and protective equipment. In the event of an emergency, hazard, or similar need, Customer shall agree that Company shall have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate, and maintain the generation facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with Company's system.
4. Company may, at its own discretion, isolate any generation facility if Company has reason to believe that continued interconnection with the generation facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.

Effective: Deleted: April 20, 2022

Southern Indiana Gas and Electric Company D/B/A  
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Original Page 5 of 6

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**RATE BAMP**  
**BASE, BACKUP, AND**  
**MAINTENANCE POWER SERVICES**

(Continued)

5. A disconnecting device must be located at the point of common coupling for all Level 3 interconnections and applicable Level 2 interconnections as determined by Company. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed generation facility such that voltage imbalance attributable to the generation facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.
8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the generation facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.
9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the generation facility.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. As provided in 170 IAC 4-4.3-10, the Company and the customer shall indemnify and hold each other harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including 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 other party or its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of the party's facilities.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.
13. A unity power factor is assumed unless otherwise specified in the Contract.

Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
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**RATE BAMP**  
**BASE, BACKUP, AND**  
**MAINTENANCE POWER SERVICES**  
(Continued)

**EXCESS GENERATION**

Except for insignificant minimal periodic over generation, Customer must request and receive specific permission to over generate and place energy on the Company's system. In no event will the Company compensate the Customer for such over generation.

**CONTRACT**

For Service hereunder, a written Contract is required for an initial term of not less than three (3) years, or for a longer period where unusual expenditures by Company may be necessary to furnish service to Customer, and such Contract shall continue for equal successive terms unless cancelled. This Contract shall specify the Rated Capacity of Customer's generating equipment and maximum Base Service kW. The maximum amount of Base Service kW made available from Company must be mutually agreed upon. The Contract may be cancelled by providing written notice to the other party, not less than one (1) year prior to the date of termination.

Note: Terms designated in single quotes are found in the Definition Section

**Deleted: Adjustments:¶**

Customer shall be subject to Adjustments as approved by the Commission or as specified in Customer's applicable Rate Schedule, including Appendix K.¶

¶

**Other Charges:¶**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.¶

¶

**DETERMINATION OF RATED CAPACITY, BILLING DEMAND AND ENERGY¶**

Customer's Rated Capacity for Backup Power Service shall be equal to the nameplate rating of its owned and operated electric generating capacity at the service location, assuming a unity power factor, unless otherwise specified in the Contract.¶

¶

Customer's Billing Demand for Auxiliary Power Service shall be the Maximum Demand, but not less than the Contract Demand. If the Contract Demand is exceeded in any month, such higher amount shall be the new Contract Demand for balance of the agreement. The Billing Demand for Auxiliary Power Service shall not include any demand for capacity contracted as Firm Backup Power Service.¶

¶

Customer's Billing Demand for Non-Firm Backup Power Service and Maintenance Power Service shall be the Maximum Demand. The Billing Demand for Non-Firm Backup Power Service shall be the net resulting from the subtraction of any Auxiliary Power contracted for from the total metered demand. The usage billed for Auxiliary Power energy (kWh) shall be the metered supply by Company but not in excess of (a) 100% load factor for the Contract Demand and (b) the proportionate share of Customer's usage for its total electric load based on the ratio of the contracted Auxiliary Power capacity to Customer's total load. Any other energy (kWh) supplied shall be either Backup or Maintenance Service, as applicable.¶

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Effective: April 20, 2022

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Services under this Rate Schedule are governed by Company's General Terms and Conditions and the Commission's Regulations.¶

¶

Auxiliary or standby services not available under this Rate Schedule shall be contracted in accordance with Rider SAS, Standby or Auxiliary Service Rider.¶

Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE MLA**  
**MUNICIPAL LEEVE AUTHORITY SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any Municipal Levee Authority Customer with a Maximum Demand of more than 200kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, which elects service hereunder. Customers shall be classified for billing purposes based on Monthly Contract Demand as follows:

- MLA-2 – Up to and including 300 kW
- MLA-3 – Over 300 kW

**CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:**

- MLA-2 - \$34.49 per month
- MLA-3 - \$73.90 per month

**Demand Charge:**

The monthly charge for the first 10 kW of Billing Demand is included in the Energy Charge below.

~~\$13.23046~~ per kW per Month for all kW of Billing Demand in excess of 10 kW

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**Energy Charge:**

- ~~\$0.12025~~ per kWh for the first 1,000 kWh used per month
- ~~\$0.08613~~ per kWh for the next 14,000 kWh used per month \*
- ~~\$0.04005~~ per kWh for all over 15,000 kWh used per month

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\*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

**Fuel Charge:**

~~\$0.048409~~ kWh for all kWh used per month

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**Variable Production Charge:**

~~\$0.001691~~ per kWh for all kWh used per month

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 20  
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**RATE MLA**  
**MUNICIPAL LEVEE AUTHORITY SERVICE**  
**(Continued)**

**Transformer Ownership Discount:**

This discount is available to any Customer electing service under this Rate Schedule, when Customer owns, operates and maintains all transformer facilities and receives service at Company's available Primary Voltage. Customer's current monthly bill will be decreased by forty-five and one-tenth cents (\$0.444) for each kW of Billing Demand.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider ADR – Aggregation Demand Response
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider TS – Temporary Service Rider
- Rider DR – MISO Demand Response

**Other Charges:**

Other Charges set forth in Appendix D be charged to Customer.

**DETERMINATION OF BILLING DEMAND**

Billing Demand shall be the higher of Maximum Demand and Monthly Contract Demand.  
The Monthly Contract Demand shall be the demand amount agreed upon between Customer and Company in a Contract.

**SEPARATE METERING**

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the Maximum Demand of each meter. The energy use of the lighting and power meters shall also be added.

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**Effective:**

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE MLA**  
**MUNICIPAL LEVEE AUTHORITY SERVICE**  
**(Continued)**

**Deleted:** For service hereunder, a written contract is required for an initial term of not less than two (2) years and such contract shall continue for annual successive terms unless cancelled. The contract may be cancelled by either party by giving written notice to the other party not less than one (1) year prior to the date of termination.¶  
**TERMS AND CONDITIONS OF SERVICE**¶  
Service under this Rate Schedule shall be governed by Company's General Terms and

**CONTRACT**

For service hereunder, a written contract is required for an initial term of not less than two (2) years and such contract shall continue for annual successive terms unless cancelled. The contract may be cancelled by either party by giving written notice to the other party not less than one (1) year prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

Sheet No. 30  
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**RATE SL-1**  
**STREET LIGHTING SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for standard street and highway lighting service to any Customer which is a Municipal Corporation.

**CHARACTER OF SERVICE**

Company will furnish, install, own and operate all equipment comprising the street lighting system, including poles, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. All equipment shall be of standard design and construction as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment. Company reserves the right to furnish such service from either series or multiple circuits, or both.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charges:**  
(Payable in twelve (12) equal monthly payments)

~~<#>Series and/or Multiple Incandescent Lamp Street Lighting Rates limited to Lamps in use and/or on Order as of August 1, 1968.~~

<b>Annual Facilities Charge Per Fixture</b>		
Radial Wave	Enclosing	
<b>Overhead Construction – Wood Poles</b>		
Reflectors	Globe	
2500 Lumen	\$ 15.88	\$ 20.27
6000 Lumen	\$ 23.94	

Effective: \_\_\_\_\_

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE SL-1**  
**STREET LIGHTING SERVICE**  
(Continued)

(A) Series and/or Multiple Mercury Vapor Lamp Street Lighting Rates Limited to Lamps in Use and/or on order as of December 31, 1980.

	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
<u>Overhead Construction</u>		
175 Watt (Approximately 8,000 Lumens)	\$ <del>70.34</del>	\$ <del>124.50</del>
Twin arm 175 Watt (Approximately 16,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$ <del>224.78</del>

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	<u>Annual Facilities Charge Per Fixture</u>
	<u>Metal Poles</u>
<u>Underground Construction Where Breaking and Replacing Pavement and/or Sidewalk is Not Required</u>	
175 Watt (Approximately 8,000 Lumens)	\$ <del>136.80</del>

**Deleted:** 250 Watt (Approximately 11,000 Lumens) \$ 85.37 \$127.91¶  
**Deleted:** 400 Watt (Approximately 20,000 Lumens) \$ 99.43 \$119.49¶  
**Deleted:** Twin arm 400 Watt (Approximately 40,000 Lumens), \$213.73¶  
**Deleted:** maximum arm length 15' ... 180° mounting¶  
**Deleted:** 1000 Watt (Approximately 54,000 Lumens) \$110.29 \$163.49¶

(B) Series and/or Multiple High Pressure Sodium Street Lighting Rates.  
(Restricted to Lamps in use and/or on order as of December 31, 2018)

	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
<u>Overhead Construction</u>		
100 Watt (Approximately 8,000 Lumens)	\$ <del>80.40</del>	\$ <del>134.61</del>
Twin arm 100 Watt (Approximately 16,000 Lumens) maximum arm length 15' ... 180° mounting	-	\$ <del>244.65</del>
150 Watt (Approximately 15,000 Lumens)	\$ <del>78.87</del>	\$ <del>133.04</del>
200 Watt (Approximately 20,000 Lumens)	\$ <del>136.35</del>	\$ <del>164.46</del>
Twin arm 200 Watt (Approximately 40,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$ <del>286.67</del>
400 Watt (Approximately 45,000 Lumens)	\$ <del>193.86</del>	\$ <del>254.05</del>
Twin arm 400 Watt (Approximately 90,000 Lumens)	-	\$ <del>429.19</del>

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**Deleted:** Twin arm 175 Watt (Approximately 16,000 Lumens), \$215.91¶  
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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE SL-1**  
**STREET LIGHTING SERVICE**  
(Continued)

Underground Construction Where Breaking and Replacing Pavement and/or sidewalk is Not Required

Annual Facilities Charge Per Fixture

Metal Poles

100 Watt (Approximately 8,000 Lumens)  
Twin arm 100 Watt (Approximately 16,000 Lumens),  
Maximum arm length 15' ... 180° mounting  
200 Watt (Approximately 20,000 Lumens)  
(where direct burial cable and imbedded type pole is used)  
Twin arm 200 Watt (Approximately 40,000 Lumens),  
Maximum arm length 15' ... 180° mounting  
(where direct burial cable and imbedded type poles is used)  
200 Watt (Approximately 20,000 Lumens),  
(where conduit and anchor base pole is used)  
400 Watt (Approximately 45,000 Lumens),  
Twin arm 400 Watt (Approximately 90,000 Lumens)

~~\$146.66~~  
~~\$264.08~~  
~~\$254.69~~  
~~\$381.38~~  
~~\$314.84~~  
~~\$374.32~~  
~~\$513.34~~

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(C) Series and/or Light Emitting Diode (LED) Street Lighting Rates.

Overhead Construction

Annual Facilities Charge Per Fixture

Wood Poles    Metal Poles

60 Watt (Approximately 5,500 Lumens)  
Twin arm 60 Watt (Approximately 11,000 Lumens)  
maximum arm length 15' ... 180° mounting  
130 Watt (Approximately 15,000 Lumens)  
Twin arm 130 Watt (Approximately 30,000 Lumens),  
maximum arm length 15' ... 180° mounting  
210 Watt (Approximately 24,000 Lumens)  
Twin arm 210 Watt (Approximately 48,000 Lumens)

~~\$ 53.34~~    ~~\$ 107.55~~  
-    ~~\$ 190.51~~  
~~\$ 115.08~~    ~~\$ 143.18~~  
-    ~~\$ 244.14~~  
~~\$ 201.66~~    ~~\$ 261.85~~  
-    ~~\$ 444.79~~

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Underground Construction Where Breaking and Replacing Pavement and/or sidewalk is Not Required

Annual Facilities Charge Per Fixture

Metal Poles

60 Watt (Approximately 5,500 Lumens)  
Twin arm 60 Watt (Approximately 11,000 Lumens),  
Maximum arm length 15' ... 180° mounting  
130 Watt (Approximately 15,000 Lumens)  
(where direct burial cable and imbedded type pole is used)  
Twin arm 130 Watt (Approximately 30,000 Lumens),  
Maximum arm length 15' ... 180° mounting  
(where direct burial cable and imbedded type poles is used)  
130 Watt (Approximately 15,000 Lumens),  
(where conduit and anchor base pole is used)  
210 Watt (Approximately 24,000 Lumens),  
Twin arm 210 Watt (Approximately 48,000 Lumens)

~~\$119.60~~  
~~\$209.95~~  
~~\$233.42~~  
~~\$338.85~~  
~~\$293.59~~  
~~\$382.10~~  
~~\$528.93~~

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE SL-1**  
**STREET LIGHTING SERVICE**  
(Continued)

In lieu of the annual rates herein set forth for underground service, Customer may elect to pay to Company prior to the installation of such underground service, the difference between the amount of investment required for the underground system and the amount required for a comparable overhead system. In the event Customer makes such election and payment, the rates herein provided for comparable overhead service shall apply.

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

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**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: \_\_\_\_\_

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Southern Indiana Gas and Electric Company D/B/A  
 CenterPoint Energy Indiana South (CEI South)  
 Tariff for Electric Service  
 I.U.R.C. No. E-14

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**RATE SL-2**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lantern Type Luminaire)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in approved areas. This Rate Schedule is applicable only for post-top luminaires equipped with 175 Watt mercury vapor lamps, 100 Watt high pressure sodium, or 60 Watt LED lamps mounted on wood posts suitable for a mounting height of approximately 15 feet and supplied from underground conductor.

**CHARACTER OF SERVICE**

Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, fixtures, street lighting circuits, transformers, luminaires, and all appurtenances necessary to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, repair, and maintain all equipment.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charges:**  
 (Payable in twelve (12) equal monthly payments)

Underground Construction	<u>Annual Facilities Charge</u> <u>Per Fixture</u>
100 Watt (Approximately 8,000 Lumens) High Pressure Sodium Lamp – Wood Post (Restricted to Lamps in use as of December 31, 2018)	<del>\$81.49</del>
60 Watt (Approximately 5,500 Lumens) Light Emitting Diode (LED) Lamps – Wood Post	<del>\$54.41</del>

**Deleted:** 175 Watt (Approximately 8,000 Lumens)†  
 Mercury Vapor Lamps – Wood Post \$63.07†  
 (Restricted to Lamps in use as of October 6, 1983)†  
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This Rate Schedule is restricted to the installation at Company expense of not more than an average of 50 feet of underground feeder per luminaire. Under this Rate Schedule, Company will not be required at its expense to break and replace or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated installed cost of all underground feeder in excess of an average of 50 feet per luminaire and the estimated cost of breaking, replacing, and for boring under pavement and/or sidewalk. The average length of underground feeder per luminaire shall be determined by dividing the total length of underground feeder installed by the number of luminaires installed pursuant to any one request order.

Effective: ~~\_\_\_\_\_~~ **Deleted:** July 1, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE SL-2**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lantern Type Luminaire)**  
(Continued)

**Fuel Charge:**

~~\$0.048138~~ per kWh per month determined based on Hours of Use

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**Variable Production Charge:**

~~\$0.001692~~ per kWh per month determined based on Hours of Use

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: \_\_\_\_\_

Deleted: June 29, 2023

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE SL-7**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Turn of the Century)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with mercury vapor lamps, high pressure sodium or LED lamps, on metal posts suitable for underground conductor in which Customer has made a contribution in aid of construction in the amount of the material cost of the posts and fixtures.

**CHARACTER OF SERVICE**

Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, luminaires, wiring, and all other appurtenances to supply service hereunder, except Customer will furnish and install the anchor bases, grounding systems, conduits, and handholds as specified by Company. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, and repair and maintain all equipment unless otherwise agreed to by the parties.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charge:**  
(Payable in twelve (12) equal monthly payments)

Underground Construction – Metal Post

100 Watt high pressure sodium lamp post top fixture on 12.5' steel post with cast iron ornamental top and base (Restricted to Lamps in use as of December 31, 2018)

Annual Facilities Charge  
Per Fixture

~~\$198.05~~

60 Watt Light Emitting Diode (LED) lamp post top fixture on 16' steel post with aluminum ornamental top and base

~~\$170.99~~

Effective:

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CenterPoint Energy Indiana South (CEI South) Fourth Revised Page 1 of 2  
Tariff for Electric Service Cancels Third Revised Page 1 of 2  
I.U.R.C. No. E-13~~

~~RATE SL-3  
ORNAMENTAL STREET LIGHTING SERVICE  
(Contemporary Spherical)~~

~~AVAILABILITY~~

~~This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.~~

~~APPLICABILITY~~

~~This Rate Schedule is applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation but is restricted to use in groups for street lighting, in approved areas. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium or LED lamps, on metal posts suitable for underground conductor.~~

~~CHARACTER OF SERVICE~~

~~Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, fixtures, street lighting circuits, transformers, luminaires, and all appurtenances necessary to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, repair, and maintain all equipment.~~

~~Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.~~

~~RATES AND CHARGES~~

~~Annual Facilities Charge:  
(Payable in twelve (12) equal monthly payments)~~

~~Annual Facilities Charge  
Underground Construction – Steel Post Per Fixture~~

~~200 Watt high pressure sodium lamp enclosed in approximately~~

~~28" diameter sphere mounted on 10' steel pole \$201.96  
(Restricted to Lamps in use as of December 31, 2018)~~

~~130 Watt Light Emitting Diode (LED) lamp enclosed in approximately  
28" diameter sphere mounted on 10' steel pole \$183.15~~

~~This Rate Schedule is restricted to installation at Company expense of not more than an average of 45' of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 45' per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for ... [3]~~

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE SL-7**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Turn of the Century)**  
(Continued)

This Rate Schedule is restricted to installation at Company expense of not more than an average of 45' of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 45' per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for installation by the number of units installed pursuant to any one request order.

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

Deleted: 0.03832

**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE SL-7**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Turn of the Century)**  
(Continued)

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: ~~Deleted:~~ April 20, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE SL-8**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lighting Service)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium or LED lamps, on fiberglass posts suitable for underground conductor in which Customer has made a contribution in aid of construction in an amount that will limit the installed cost to Company to the amount included in the rate (\$400).

Customers other than a Municipal Corporation may be required to provide evidence of creditworthiness suitable to Company.

**CHARACTER OF SERVICE**

Company will furnish, install, own, and operate all equipment comprising the street lighting system, including posts, luminaires, wiring, and all other appurtenances to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, and repair and maintain all equipment unless otherwise agreed to by the parties.

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

**RATES AND CHARGES**

**Annual Facilities Charges:**  
(Payable in twelve (12) equal monthly payments)

<u>Underground Construction with Fiberglass Poles</u>	<u>Annual Facilities Charge</u>
	<u>Per Fixture</u>
100 Watt high pressure sodium (8,000 lumen) (Restricted to Lamps in use as of December 31, 2018)	<del>\$99.15</del>
60 Watt Light Emitting Diode (LED) (5,500 lumen)	<del>\$72.08</del>

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**Fuel Charge:**  
~~\$0.048138~~ per kWh per month determined based on Hours of Use

Deleted: 0.03832

**Variable Production Charge:**  
~~\$0.001692~~ per kWh per month determined based on Hours of Use

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**Minimum Monthly Charge:**  
The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Effective: ~~\_\_\_\_\_~~ Deleted: July 1, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE SL-8**  
**ORNAMENTAL STREET LIGHTING SERVICE**  
**(Post Top Lighting Service)**

(Continued)

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

**CONTRACT**

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

The Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of costs associated with replacement facilities.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE OL**  
**OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable for outdoor lighting to any Customer including Community Organizations or Real Estate Developers.

**CHARACTER OF SERVICE**

Service hereunder shall be dusk-to-dawn lighting service using a mercury lamp or a high pressure sodium lamp with photo-electric control. Lights installed in Municipal Corporations must be located on or extend over the property of Customer.

**RATES AND CHARGES**

**Monthly Facilities Charge:**

For each lamp with luminaire and bracket (not over four (4) feet in length) including one span of secondary conductors and/or service drop, mounted on a suitable existing pole, and served from Company's secondary distribution system.

**MERCURY VAPOR**

(Limited to lamps in use or on order as of December 31, 1981)

175 Watt (approximately 7,000 lumen) lamp	-	\$ <del>4.35</del> per lamp per month	<b>Deleted:</b> 4.47
400 Watt (approximately 20,000 lumen) lamp	-	\$ <del>5.34</del> per lamp per month	<b>Deleted:</b> 5.49
400 Watt (approximately 20,000 lumen) lamp	-	Directional Luminaire -	
		\$ <del>6.71</del> per lamp per month	<b>Deleted:</b> 6.89
1,000 Watt (approximately 50,000 lumen) lamp	-	Directional Luminaire -	
		\$ <del>9.45</del> per lamp per month	<b>Deleted:</b> 9.71

**HIGH PRESSURE SODIUM**

(Limited to lamps in use or on order as of September 30, 2019)

100 Watt (approximately 8,000 lumen) lamp	-	\$ <del>4.93</del> per lamp per month	<b>Deleted:</b> 5.07
100 Watt (approximately 8,000 lumen) lamp	-	Directional Luminaire -	
		\$ <del>5.31</del> per lamp per month	<b>Deleted:</b> 5.46
200 Watt (approximately 20,000 lumen) lamp	-	\$ <del>6.90</del> per lamp per month	<b>Deleted:</b> 7.09
200 Watt (approximately 20,000 lumen) lamp	-	Directional Luminaire -	
		\$ <del>8.26</del> per lamp per month	<b>Deleted:</b> 8.49
400 Watt (approximately 45,000 lumen) lamp	-	Directional Luminaire -	
		\$ <del>14.13</del> per lamp per month	<b>Deleted:</b> 14.52

**LIGHT EMITTING DIODE (LED)**

40 Watt (approximately 5,000 lumen) lamp	-	\$ <del>3.19</del> per lamp per month	<b>Deleted:</b> 3.28
50 Watt (approximately 5,000 lumen) lamp	-	Directional Luminaire -	
		\$ <del>3.57</del> per lamp per month	<b>Deleted:</b> 3.67
90 Watt (approximately 9,800 lumen) lamp	-	Directional Luminaire -	
		\$ <del>6.41</del> per lamp per month	<b>Deleted:</b> 6.59
180 Watt (approximately 23,900 lumen) lamp	-	Directional Luminaire -	
		\$ <del>12.68</del> per lamp per month	<b>Deleted:</b> 13.03

Effective:   
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**Deleted:** July 1, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE OL**  
**OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)**  
(Continued)

When other new facilities are installed by Company, Customer will in addition to the above Monthly Facilities Charge, pay in advance of installation, the cost for the new overhead facilities extending from the nearest or most suitable pole of Company to the point designated by Customer for the installation of said lamp. Company, at its option, may permit Customer to pay for such additional facilities in equal monthly installments extending over a period not to exceed twelve (12) months.

**Fuel Charge:**

\$0.048138 per kWh per month determined based on Hours of Use

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**Variable Production Charge:**

\$0.001692 per kWh per month determined based on Hours of Use

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**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of the Monthly Facilities Charges for all outdoor lights installed for Customer.

**Adjustments:**

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**CONTRACT**

A Customer requesting service under this Rate Schedule, shall make and enter into a contract with Company in accordance with the following provisions:

- 1) The term of contract for Residential Customers will be for not less than one (1) year.
- 2) The term of contract for Non-Residential Customers will be for not less than three (3) years.
- 3) The term of contract for all Customers renting additional facilities on a monthly basis will be for not less than five (5) years.

Contracts for service hereunder may also contain other appropriate terms and conditions including annual payment in advance in cases where Company may deem it necessary to insure payment of Bills throughout the term of the contract.

Company will not replace functioning fixtures with new facilities at the request of Customer without specific Contract terms or addendums addressing the reimbursement of associated costs.

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE OF**  
**OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)**

(Continued)

**HOURS OF USE**

Service shall extend from approximately one-half hour after sunset until approximately one-half hour before sunrise each day in the year, approximately 4,000 hours each year.

**OWNERSHIP OF FACILITIES**

All facilities installed by Company for service hereunder including fixtures, controls, poles, transformers, secondary line, lamps and other appurtenances shall be owned and maintained by Company. All service and necessary maintenance will be performed only during regular scheduled working hours of Company. Non-operative lamps will normally be restored to service within forty-eight (48) hours after notification by Customer.

When Customer requests that a lamp be mounted on Customer's pole or structure, Customer waives any claim for damages caused by the installation of secondary and lamp support attached to Customer's pole or structure.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective:

Deleted: April 20, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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Original Page 1 of 1

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**RATE S**  
**EMERGENCY NOTIFICATION SIREN SERVICE**

**AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rate Schedule shall be applicable to any emergency notification siren located in the service area of Company that does not receive service through a meter.

**RATES AND CHARGES**

The Monthly Charge for this service shall be \$15.60.

**PAYMENT**

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

**CONTRACT**

Service under this Rate Schedule requires a written contract for a term of not less than one (1) year.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

Effective: Deleted: July 1, 2022

Southern Indiana Gas and Electric Company D/B/A Sheet No. 50  
CenterPoint Energy Indiana South (CEI South) Original Page 1 of 2  
Tariff for Electric Service  
I.U.R.C. No. E-14

## **RIDER ADR** **AGGREGATION DEMAND RESPONSE RIDER**

### **PURPOSE**

The C&I Aggregation Demand Response Program will be operated by a third-party demand-response aggregator (who will be the Program Administrator) to obtain MISO-qualified energy and demand reductions from existing facilities by incentivizing customers to reduce energy usage through direct load control, manual response, and/or the use of behind the meter assets such as energy management systems or other properly permitted dispatchable resources. The Program Administrator will contract with eligible business customers to obtain the energy and demand reductions.

### **AVAILABILITY**

This program is available throughout the Company's Service Area. The Company reserves the right to limit total MW participation as set forth in the applicable MISO Business Practices Manuals or as required by the Company.

### **APPLICABILITY**

This program is applicable to any Customer served under Rate Schedules SGS, DGS, LP or HLF who has 1-hour interval metering and is not under contract with CenterPoint Energy to provide interruptible load. Customers may participate in both this program and in the CenterPoint Energy MISO Demand Response program but may not receive double compensation for providing the same service.

### **CHARACTER OF SERVICE**

Participating in this program is optional and offers Customers the opportunity to reduce its electric costs. Customer will work with the Program Administrator who assists in providing the necessary services to effectively implement the Program. The Program Administrator will develop and enable each participating customer with a customized energy reduction plan and may provide control technology. Customers will have the opportunity to participate in Demand Response Events when called by MISO or the Company. The Program Administrator will deliver a notification to the Customer prior to calling an Event and will continue to communicate with the Customer throughout the Event. After the Event, the Program Administrator will deliver a performance report based on the results provided by the metering and control technologies in place. The Customer will receive Incentives based on the availability and execution of reducing energy use during an Event. Participants will receive Incentive payments directly from the Program Administrator.

### **DEFINITIONS**

At all times, Customer must meet the requirements set by MISO for Load Modifying Resources "LMRs."

Event: Events shall be called when required by MISO or the Company to maintain system stability during emergency operating conditions.

Effective:

Southern Indiana Gas and Electric Company D/B/A Sheet No. 50  
CenterPoint Energy Indiana South (CEI South) Original Page 2 of 2  
Tariff for Electric Service  
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**RIDER ADR**  
**AGGREGATION DEMAND RESPONSE RIDER**  
(Continued)

Program Seasons: Customer may participate year-round or seasonally. Program Seasons are defined as follows:

- Summer: June through August
- Fall: September through November
- Winter: December through February
- Spring: March through May

Availability: Customer must be available to respond to MISO-initiated Events during any active Program Season, subject to all MISO-defined limits. The number of interruptions shall not exceed five (5) times during the Summer and Winter and three (3) times during the Spring and Fall or as needed to meet the requirements specified in the applicable MISO Tariff and Business Practices Manuals (BPMs).

Dispatch length: The duration of the interruption shall meet the requirements of the applicable MISO Tariff and BPMs for LMRs with a sustained reduction in Demand for a minimum of four (4) consecutive hours.

Notification: The Program Administrator shall endeavor to provide Customer with as much notice of an Event as possible; however, Customer must interrupt its use within the shorter of sixty (60) minutes or in accordance with the requirements specified for LMRs in the applicable MISO Tariff and BPMs.

Notification of an Event will be communicated by phone, email, text, or other means as chosen by the Customer.

Metering & Controls The technology will be placed by the Program Administrator, as needed, to communicate with the Customer metering device and the Program Administrator's Operations Center.

Customer Incentive, Baseline, Nomination, Accepted/Delivered Capacity, Performance, and other key terms will be defined in Customer's contract with the Program Administrator.

Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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Original Page 1 of 2

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**RIDER IP – 2**  
**INTERRUPTIBLE POWER SERVICE**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rider shall be applicable to Rate DGS, OSS, LP and HLF Customers with an interruptible demand of at least 200 kW who were taking service under this Rider during September 1997.

**CHARACTER OF SERVICE**

- (1) Company reserves the right to interrupt service to Customer at any time to maintain system integrity at the sole discretion of Company.
- (2) The number of interruptions shall not exceed one (1) per day and the hours of interruption shall not exceed eight (8) hours per day or one hundred twenty (120) hours per year. These limits shall not apply during any period of extended emergency experienced by Company.
- (3) Company will endeavor to provide to Customer as much advance notice as possible of interruptions of service. However, Customer shall interrupt service within one (1) hour if so requested.
- (4) Customer shall provide auxiliary switching in their plant for the purpose of separating the interruptible load from the firm power load specified in the contract.
- (5) Customer shall provide communication equipment as specified by Company.
- (6) Customer shall specify in the initial contract a firm power level of demand which Customer agrees not to exceed during each interruption period. The firm power level of demand may be changed at the end of a five year contract term by Customer giving Company at least three (3) years written notice of the proposed change, except this restriction may be waived at the sole discretion of Company after analysis of its capacity requirements.

Before accepting the specified firm power level, Company shall have the right to verify Customer's ability to interrupt load within one (1) hour and to operate at that level for up to eight (8) hours per day.

Effective: \_\_\_\_\_

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**RIDER IP – 2**  
**INTERRUPTIBLE POWER SERVICE**  
(Continued)

(7) If Customer fails to interrupt load as requested by Company, Customer will not receive any credit for interruptible load for that month and will pay a penalty which is the greater of an amount equal to ten (10) times the capacity credit for each kW of demand above the firm power level or the cost incurred by Company due to Customer's failure to interrupt load as requested.

In addition, Company reserves the right to interrupt Customer's entire load including the specified firm power load, and to discontinue service under this tariff.

(8) No responsibility of any kind shall attach to Company on account of any loss or damage caused by or resulting from any interruptions of service.

**CREDIT FOR INTERRUPTIBLE LOAD**

Customer will receive a credit to its monthly Bill equal to a capacity credit for each kW of monthly interruptible demand.

The capacity credit will be an amount equal to 50% of the avoided capacity cost of a combustion turbine found on Sheet No. 79, Cogeneration and Small Power Production, Rate CSP.

The monthly interruptible demand will be the Billing Demand as determined under the applicable Rate Schedule less the specified firm power level of demand.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate DGS, Rate OSS, Rate LP, or Rate HLF.

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**CONTRACT**

A written contract for an initial term of not less than five (5) years is required and such contract shall continue for equal successive terms unless cancelled. Except as provided herein, this contract may be cancelled by either party by giving written notice to the other party not less than three (3) years prior to the date of termination.

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**RIDER NM**  
**NET METERING RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area subject to the terms of Indiana Code ("IC") 8-1-40 and subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Total participation in this Rider is limited to one and one half percent (1.5%) of Company's most recent aggregate summer peak load with 40% of that capacity reserved solely for residential customers, and 15% of that capacity reserved solely for facilities using renewable energy resources as described in Indiana Code ("IC") 8-1-37-4(a)(5). Service under this Rider shall be available on a first come, first served basis.

**APPLICABILITY**

This Rider is applicable to any Customer receiving Electric Service electing service hereunder who has installed on its Premises an eligible net metering energy resource, as defined in IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(8), or other renewable energy technologies determined appropriate by the Commission. Customer must meet the Generator System Requirements and Interconnection Requirements specified below.

**BILLING**

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to Customer exceeds the kWh delivered by Customer to Company during the billing period, Customer shall be billed for the kWh difference. If the kWh generated by Customer and delivered to Company exceeds the kWh supplied by Company to Customer during the billing period, Customer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference. Customer shall remain responsible for all applicable Rates and Charges, including Customer Facilities Charges, and Demand Charges as applicable. When Customer discontinues Net Metering Rider service, any unused credit will revert to Company.

Bill charges and credits will be in accordance with the standard Rate Schedule that would apply if Customer did not participate in this Rider.

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**RIDER NM**  
**NET METERING RIDER**  
(Continued)

**METERING**

If Customer's standard meter is capable of measuring electricity in both directions, it will be used for purposes of this Rider. If Customer's standard meter is not capable of measuring electricity in both directions, Company will at its expense install metering capable of net metering. For Customers receiving three-phase service Company will install, at Customer's expense, metering capable of net metering. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

In addition, Company reserves the right to install, at its own expense, a meter to measure the output of Customer's generator.

**GENERATOR SYSTEM REQUIREMENTS**

Customer's generator system must meet the following requirements:

1. The nameplate rating of Customer's generator system must not exceed 1 megawatt ("MW");
2. The generator system must be owned and operated by Customer and must be located on Customer's Premises;
3. Customer's generator system must be intended primarily to offset part or all of Customer's requirements for electricity;
4. The generator system must operate in parallel with Company's distribution facilities; and
5. The generator system must satisfy the Interconnection Requirements specified below.

**INTERCONNECTION REQUIREMENTS**

1. Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer owning and operating a generator system shall provide proof of liability insurance providing coverage for claims resulting from Bodily Injury and/or Property Damage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility, as provided in 170 IAC 4-4.2-8. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.

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**RIDER NM**  
**NET METERING RIDER**  
(Continued)

- 4. Customer shall execute Company's standard Indiana Customer Generation Application for Interconnection form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute acceptable proof.

**TERMS AND CONDITIONS OF SERVICE**

- 1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
- 2. Customer shall agree that Company shall at all times have immediate access to Customer's metering, control, and protective equipment.
- 3. Customer shall install, operate and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation in parallel with Company's system.
- 4. Company may, at its own discretion, isolate any net metering facility if Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
- 5. A disconnecting device must be located at the point of common coupling for all Level 2 and 3 interconnections unless Company provides in writing a waiver of that requirement for a Level 2 net metering facility. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
- 6. Customer is responsible for operating the proposed net metering facility such that voltage imbalance attributable to the net metering facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
- 7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.

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**RIDER NM**  
**NET METERING RIDER**  
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- 8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the net metering facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.
- 9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's distribution system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the net metering facility.
- 10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
- 11. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of Customer-owned equipment and/or generators.
- 12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

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**RIDER EDG**  
**EXCESS DISTRIBUTED GENERATION RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area subject to the terms of Indiana Code ("IC") 8-1-40 and subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rider is applicable to any Customer receiving Electric Service electing service hereunder who has installed on its Premises an eligible distributed generation energy resource ("DG" resource) or other renewable energy technologies determined appropriate by the Commission. Customer must meet the Metering, Generator System Requirements, and Interconnection Requirements specified below. Customer must not be eligible for Rider NM.

**DEFINITIONS**

The following definitions are applicable to Customers under Rider EDG:

**Excess Distributed Generation** – (kWh) in accordance with IC 8-1-40-5, the difference between (1) the electricity that is supplied by an electricity supplier to a customer that produces distributed generation; and (2) the electricity that is supplied back to the electricity supplier by the customer.

**Inflow** – (kWh) the separate meter channel measurement of energy supplied by Company to Customer.

**Outflow** – (kWh) the separate meter channel measurement of energy delivered by Customer to Company as Excess Distributed Generation.

**Rider EDG Billing Credit** – in accordance with IC 8-1-40-17 and 8-1-40-18, the credit determined by taking the Outflow multiplied by the Marginal DG Price.

**Rider EDG Billing Credit Balance** – in accordance with IC 8-1-40-18, the cumulative amount of Rider EDG Billing Credits not applied to a customer's bill due to Minimum Monthly Charge requirements.

**Net Metering Queue** – in accordance with IURC General Administrative Order ("GAO") 2019-2, a prioritized list for each of the three customer-generator types (residential, biomass, and non-reserved) by date of operation of distributed generation energy resource, date of application approval by the Company, and date of completed application by the Customer to the Company.

**Net Metering Operating Participant** – in accordance with GAO 2019-2, those customers who have completed installation and have a fully operating (or energized) DG resource.

**Net Metering Approved Participant** – in accordance with GAO 2019-2, those customers who have applied and received approval from the utility, and who have signed an interconnection agreement with the utility.

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**RIDER EDG**  
**EXCESS DISTRIBUTED GENERATION RIDER**  
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**Net Metering Queue Participant** – in accordance with GAO 2019-2, those customers who have applied but not yet received approval from the utility to complete an interconnection agreement.

**Rider NM Participation Cap** – in accordance with IC 8-1-40, participation in Rider NM is limited to one and one-half percent (1.5%) of Company's most recent aggregate summer peak load.

**BILLING**

During the Month, Company shall measure the total kWh amount of Inflow and the total kWh amount of Outflow.

The Inflow kWh for the Month shall be billed in accordance with the Customer's standard Rate Schedule, with all applicable rates and charges (heretofore defined as *Standard Charges*).

The Excess DG kWh (Outflow) for the Month shall be multiplied by the Marginal DG Price to determine the Rider EDG Billing Credit.

For each Month, the Customer will be billed the Minimum Monthly Charge as defined in the Customer's applicable Rate Schedule. If the portion of the Customer's bill for the Month attributed to the Rider EDG Billing Credit is in excess of the amount attributed to Standard Charges less the Minimum Monthly Charge, the amount in excess will be accumulated in a Rider EDG Billing Credit Balance for use in a subsequent period.

If the portion of the Customer's bill for the Month attributed to the Standard Charges is in excess of the Rider EDG Billing Credit, any remaining Rider EDG Billing Credit Balance will be applied until the bill becomes the Minimum Monthly Charge or until the Rider EDG Billing Credit Balance becomes zero.

In accordance with IC 8-1-40-18, when Customer discontinues Rider EDG service and no longer receives retail electric service from the Company at the Premises, any unused and remaining Rider EDG Billing Credit Balance will revert to Company.

**MARGINAL DG PRICE**

Marginal DG Price is the average marginal price of energy paid by the Company during the most recent calendar year, multiplied by one and twenty-five hundredths (1.25), in accordance with IC 8-1-40-17.

**Marginal DG Price:**

\$0.08792 for all Outflow kWh

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**RIDER EDG**  
**EXCESS DISTRIBUTED GENERATION RIDER**  
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**METERING**

Customer's eligible for Rider EDG will be required to have a meter installed which can separately measure Inflow and Outflow. If Customer's standard meter is not capable of measuring Inflow and Outflow separately, Company will at its expense install a meter to meet the requirements of Rider EDG.

For Customers receiving three-phase service Company will install, at the Company's expense, a meter to meet the requirements of Rider EDG. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

**ELIGIBILITY**

Customers eligible for Rider EDG must not be eligible for Rider NM. Eligibility for Rider EDG and Rider NM will be determined based upon the Company's Net Metering Queue, maintained on the Company's website in accordance with GAO 2019-2.

1. For all Net Metering Queue Participants, eligibility will be determined once the customer (Net Metering Queue Participant) becomes a Net Metering Approved Participant.
2. Those customers that become a Net Metering Approved Participant before the Rider NM Participation Cap is met, will be eligible for Rider NM once operational in accordance with the requirements of IC 8-1-40 et seq.
3. Those customers that become a Net Metering Approved Participant after the Rider NM Participation Cap is met, will be eligible for Rider NM once operational in accordance with the requirements of IC 8-1-40 et seq., provided that the customer:
  - a. has not been a Net Metering Approved Participant for greater than one year without becoming operational; and
  - b. was a Net Metering Approved Participant prior to approval of Rider EDG.

If these conditions are not met, then the Net Metering Approved Participant will not be eligible for Rider NM and will become eligible for Rider EDG.

4. Net Metering Operating Participants prior to approval of Rider EDG will remain eligible for Rider NM in accordance with IC 8-1-40 guidelines.
5. The eligibility of Net Metering Operating Participants after approval of Rider EDG will be determined upon their status as Net Metering Approved Participants in accordance with the specifications listed above.

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**RIDER EDG**  
**EXCESS DISTRIBUTED GENERATION RIDER**  
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**DISTRIBUTED GENERATOR SYSTEM REQUIREMENTS**

Customer's distributed generator system must initially and continuously meet the following requirements in accordance with IC 8-1-40-3. The Company retains the right to periodically verify adherence to these requirements. Lack of adherence to the requirements revokes the applicability of this Rider.

1. The nameplate rating of Customer's generator system must not exceed 1 megawatt ("MW");
2. The generator system must be owned and operated by Customer and must be located on Customer's Premises;
3. Customer's generator system installed kW nameplate rating shall not represent an intent to exceed a Customer's on-going twelve-month kWh usage;
4. The generator system must operate in parallel with Company's distribution facilities;
5. The generator system must satisfy the Interconnection Requirements specified below;
6. The generator system cannot be used primarily for emergency backup purposes; and
7. The generator system must not be operating under the NM Rider.

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**INTERCONNECTION REQUIREMENTS**

1. Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The distributed generation facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer owning and operating a generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Customer shall execute Company's standard [Indiana Customer Generation Application for Interconnection](#) form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute one form of acceptable proof.

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**RIDER EDG**  
**EXCESS DISTRIBUTED GENERATION RIDER**  
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**TERMS AND CONDITIONS OF SERVICE**

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
2. Customer shall agree that, upon Company request, Company shall have reasonable access to Customer's metering, control, and protective equipment. In the event of an emergency, hazard, or similar need, Customer shall agree that Company shall have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate, and maintain the distributed generation facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with Company's system.
4. Company may, at its own discretion, isolate any distributed generation facility if Company has reason to believe that continued interconnection with the distributed generation facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
5. A disconnecting device must be located at the point of common coupling for all Level 3 interconnections and applicable Level 2 interconnections as determined by Company. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed distributed generation facility such that voltage imbalance attributable to the distributed generation facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.
8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the distributed generation facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.

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**EXCESS DISTRIBUTED GENERATION RIDER**  
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9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's distribution system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the distributed generation facility.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. As provided in 170 IAC 4-4.3-10, the Company and the customer shall indemnify and hold each other harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including 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 other party or its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of the party's facilities.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

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**RIDER DLC**  
**DIRECT LOAD CONTROL RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Not available to customers enrolled in the Thermostat Load Control rider.

**APPLICABILITY**

This Rider shall be applicable to any Customer for whom Company has installed a Direct Load Control switch on its electric cooling unit(s), and electric water heater(s), as applicable. To enroll an electric water heater, an air conditioner or heat pump must also be enrolled. This Rider is closed to new Customers.

**CHARACTER OF SERVICE**

The Direct Load Control switch will be activated by a radio signal which will cycle off Customer's cooling units and electric water heaters for a few minutes each half hour, during periods of peak electricity demand, as determined by Company.

**CREDITS**

The DLC credits below shall be applied during the Months of June through August inclusive:  
\$5.00 per Month for each electric air conditioner or heat pump less than or equal to five (5) tons.  
  
\$4.00 per Month per kW for each electric air conditioner or heat pump greater than five (5) tons.  
  
\$2.00 per Month for each electric water heater.

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**TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule.

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**RIDER IC**  
**INTERRUPTIBLE CONTRACT RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rider shall be applicable to any Rate Schedule DGS with prior year Maximum Demand greater than 100 kW, MLA, LP or HLF Customer electing service hereunder who can provide for not less than 1000 kW of interruptible demand. Customer may participate in both this program and in the CenterPoint Energy MISO Demand Response program but may not receive double compensation for providing the same service.

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**CHARACTER OF SERVICE**

Service under this Rider will require Customer to interrupt a portion of its normal utilization of power from Company, limiting its demand to a predetermined Firm Service Level, within the shorter of sixty (60) minutes or in accordance with the requirements specified for Load Modifying Resources (LMRs) as defined by MISO's Tariff and Business Practice Manuals (BPMs). Company reserves the right to call for Interruptions during local emergency conditions. This Rider shall not apply if a service interruption resulting from system emergency operating conditions should occur.

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**DEFINITIONS**

**Interruptions:**

The number of interruptions called for by Company shall not exceed five (5) times during the Summer and Winter and three (3) times during the Spring and Fall as needed to meet the requirements specified in the applicable MISO Tariff and BPMs. The duration of the interruption shall be specified by Company with a sustained reduction in Demand for a minimum of four (4) consecutive hours or as required by the applicable MISO Tariff and BPMs. Interruptions may be called for by Company by Notification, at any time throughout the applicable MISO Planning Seasons.

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September, except Saturdays, Sundays and holidays designated by Company.¶

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These limits shall not apply during any period of extended emergency conditions experienced by Company or emergency conditions within the MISO footprint.

**Program Seasons:**

Customer may participate year-round or seasonally. Program Seasons are defined as follows:

- Summer: June through August
- Fall: September through November
- Winter: December through February
- Spring: March through May

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**RIDER IC**  
**INTERRUPTIBLE CONTRACT RIDER**  
(Continued)

Notification: Company shall endeavor to provide Customer with as much notice of interruption as possible; however, Customer must interrupt its use within the shorter time frame defined by MISO's Tariff and BPMs or sixty (60) minutes as requested.

Notification of an interruption will be provided means of communication (telephone, text or email) as chosen by Customer, to the phone number and, or email address specified by Customer; the communication (telephone, text or email) left at designated phone number or email address, shall be deemed to be received when communication is left.

Interruptible Demand (kVa): Customer's Actual Demand less the Firm Service Level.

Firm Service Level (kVa): The specified level of demand which Customer agrees not to exceed during an interruption, and which can reasonably be expected to result in 100kW or more of its normal usage demand being available for interruption.

Billing Demand (kVa): Customer's Billing Demand as otherwise determined under the rate schedule covering its firm service.

Actual Demand (kVa): Customer's maximum actual demand recorded in the billing month.

Capacity Credit (\$/kVa): The Capacity Credit is equal to 90% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.

Annual Testing: Customer must participate in annual testing in the calendar year prior to the MISO Planning Year and provide data to Company before MISO registration deadlines. Data shall include (1) Meter data for the entire day of the test day; (2) Historical Meter data for ten (10) days around the MISO peak; and (3) any other supporting documentation necessary to demonstrate ability to curtail Customer's load to Firm Service Level for a minimum period of one (1) hour.

Customer may also demonstrate capability through data obtained during a MISO Event or utilizing operational data that meets the annual testing requirements.

Daily Availability: Customer shall provide the status of available capability daily, prior to 8:00 A.M. Central Standard Time on the day before each MISO operating day as required to update the MISO Demand Side Resource Interface (DSRI).

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**RIDER IC**  
**INTERRUPTIBLE CONTRACT RIDER**  
(Continued)

**DETERMINATION OF INTERRUPTIBLE CREDIT**

Customer shall receive a credit to its Bill equal to the Capacity Credit for each kW of Interruptible Demand.

**METERING REQUIREMENTS**

If Customer does not have appropriate meters and telemetry for the applicable DR Program as defined by MISO Tariff and BPMs, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install necessary metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment.

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO Tariff and BPMs.

**PENALTY FOR FAILURE TO INTERRUPT**

Failure to reduce load to the Firm Service Level within the time specified by Company's notification will result in the following penalties: (1) Customer to be billed costs incurred by Company to replace the deficient Interruptible Demand based on the specified reduction not achieved and the MISO penalty provisions defined in the applicable MISO Tariff and BPM; (2) Customer will be ineligible for Capacity Credit for the remainder of the MISO Planning Season, as defined above; (3) Customer will be charged the full cost for Replacement Capacity for the remainder of the MISO Planning Season for the amount of Interruptible Demand that Customer failed to achieve. In the event that the Customer is unavailable on a second occasion when called upon to reduce load to the Firm Service Level within the time specified by Company's notification, the Customer will be removed from the Program and will not be eligible to re-enroll for the remainder of the current MISO Planning Year and for the next MISO Planning Year.

**CONTRACT**

A written contract for an initial term of not less than two (2) years is required, and such contract shall continue for equal successive terms unless canceled. Except as provided herein, this contract may be canceled by either party no later than November 1<sup>st</sup> prior to the upcoming year. Customer must provide interruptible service through the end of the MISO planning period to continue to receive the interruptible credit and avoid a potential penalty for failure to interrupt.

**TERMS AND CONDITIONS OF SERVICE**

- (1) Before accepting Customer's specified Firm Service Level, Company shall have the right to verify Customer's ability to operate at that level for up to four (4) hours per day, for the minimum number of times required for LMRs in the MISO Tariff and BPMs and that it will result in a reasonable expectation that 100 kW or more of normal usage demand will be available for interruption.
- (2) Customer shall provide at its own expense auxiliary switching in its facilities for the purpose of separating the interruptible load from the firm power load.
- (3) No responsibility of any kind shall attach to Company, or on account of, any loss or damage caused by or resulting from any interruptions of service hereunder.

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Actual Demand (kVa): Customer's maximum actual demand recorded in the billing month.¶  
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Capacity Credit (\$/kVa): The Capacity Credit is equal to 90% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.¶

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Deleted: If Customer does not reduce its load to the Firm Power Demand within the time specified by Company's notification or fails to maintain it at or below that level for the specified period of interruption no Interruptible Credit will be allowed for that month and Customer will pay a penalty for each kVa of its demand above the Firm Power Demand equal to ten (10) times the Capacity Credit per kVa. If Customer fails to interrupt on repeated occasions, Company may discontinue service hereunder upon notice.¶

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**RIDER IC**  
**INTERRUPTIBLE CONTRACT RIDER**  
**(Continued)**

- (4) Service under this Rider will also be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate LP or HLF.
- (5) Company shall have access to provide meter data communication system, at the Customer's expense, for the purpose of the Customer demonstrating the reduction in load in the real-time.
- (6) Customer must sign up for tariff before November 1<sup>st</sup> in order to qualify for MISO's seasonal capacity auction and participate beginning on June 1<sup>st</sup>.

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**RIDER IO**  
**INTERRUPTIBLE OPTION RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rider shall be applicable to any Rate Schedule DGS with prior year Maximum Demand greater than 100 kW, MLA, OSS, LP, or HLF Customer electing service hereunder who will interrupt a portion of its normal electrical load during periods of request from Company. Customer's estimated load interruption capability must exceed 100 kW to be eligible hereunder. This Rider is not applicable to service that is otherwise interruptible or subject to displacement under Rate Schedules or Riders of Company. Customers may participate in both this program and in the CenterPoint Energy MISO Demand Response program but may not receive double compensation for providing the same service.

**CHARACTER OF SERVICE**

Service under this Rider will require Customer to operate to reduce its normal energy usage during requested energy interruption periods, by 100 kW or more. Notification of Interruption Periods will be made by Company and Customer must respond within the shorter of sixty (60) minutes or in accordance with the requirements specified for Load Modifying Resources (LMRs) as defined by MISO's Tariff and Business Practice Manuals (BPMs). Company reserves the right to call for Interruptions during local emergency conditions. This Rider shall not apply if a service interruption resulting from system emergency operating conditions should occur.

**DEFINITIONS**

**Interruptions:**

The number of interruptions called for by Company shall not exceed five (5) times during the Summer and Winter and three (3) times during the Spring and Fall as needed to meet the requirements specified in the applicable MISO Tariff and BPMs. The hours of requested interruption shall be specified by Company with a sustained reduction in Demand for a minimum of four (4) hours or as required by the applicable MISO Tariff and BPMs. Interruptions may be called at any time throughout the MISO Planning Seasons. Company reserves the right to call for interruptions during local emergency conditions.

These limits shall not apply during any period of extended emergency conditions experienced by Company or emergency conditions within the MISO footprint.

**Program Seasons:**

Customer may participate year-round or seasonally. Program Seasons are defined as follows:

- Summer: June through August
- Fall: September through November
- Winter: December through February
- Spring: March through May

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Customers currently taking service under Company's Rider IP-2, which is closed to new business, may apply for service hereunder, if eligible, for the balance, or renewal of the existing contracts. ¶  
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**Deleted:** Peak Periods: All hours between 7:00 A.M. and 8:00 P.M. for months of June through September, except Saturdays, Sundays, and holidays designated by Company.¶  
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**RIDER IO**  
**INTERRUPTIBLE OPTION RIDER**  
(Continued)

Notification: Company shall endeavor to provide Customer with as much notice of interruption as possible, however, Customer must interrupt its use within the shorter time frame defined by MISO's Tariff and BPMs or 60 minutes as requested.

Notification of an interruption will be provided by means of communication (telephone, text or email) as chosen by to Customer, to the phone number and or email address specified by Customer; the communication (telephone, text or email) left at the designated phone number or email address, shall be deemed to be received when left.

Interrupted Demand (kW): The average hourly difference between Customer's actual demand during the Interruption period(s) in the month, and the average Actual Demand occurring in the two hours preceding Company's Notification.

Interrupted Energy (kWh): The amount of energy calculated as interrupted by multiplying the Interrupted Demand by the hours of interruption during the month.

Billing Demand (kW/kVa): Customer's Billing Demand as otherwise determined under its applicable Rate Schedule.

Actual Demand (kW/kVa) Customer's actual use demand recorded on a fifteen (15) minute integrated period basis by Company metering in the two hours preceding any interruption notice in the month.

Interrupted Capacity Credit (\$/Kw/kVa): The Interrupted Capacity Credit is equal to 80% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.

Interrupted Energy Credit (\$/kWh): The Interrupted Energy Credit is equal to the Fuel Cost Adjustment for Customer's applicable Rate Schedule.

Annual Testing Customer must participate in annual testing in the calendar year prior to the MISO Planning Year and provide data to Company before MISO registration deadlines. Data shall include (1) Meter data for the entire day of the test day; (2) Historical Meter data for ten (10) days around the MISO peak; and (3) any other supporting documentation necessary to demonstrate ability to curtail Customer's load to Firm Power Demand for a minimum period of one (1) hour.

Customer may also demonstrate capability through data obtained during a MISO Event or utilizing operational data that meets the annual testing requirements.

Daily Availability: Customer shall provide the status of available capability daily, prior to 8:00 A.M. Central Standard Time on the day before each MISO operating day as required to update the MISO Demand Side Resource Interface (DSRI).

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**RIDER IO**  
**INTERRUPTIBLE OPTION RIDER**  
(Continued)

**DETERMINATION OF INTERRUPTION CREDIT**

Customer shall receive a credit to its Bill equal to the Capacity Credit for each kW/kVa of Interrupted Demand determined for that month, from the following formula:

Capacity Credit = (Customer average Actual Demand(s) before Interruption period(s)-(kWh used during Interruption period(s)/hours duration of Interruption period(s)) X Interrupted Capacity Credit (\$kW/kVa)

Customer shall receive a credit to its Bill equal to the Energy Credit for each kWh of Interrupted Energy determined for that month, from the following formula:

Energy Credit = (Interrupted Energy) X Interrupted Energy Credit (\$/kWh)

**METERING REQUIREMENTS**

If Customer does not have appropriate meters and telemetry for the applicable DR Program as defined by MISO Tariff and BPMs, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install necessary metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment.

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO BPMs.

**PENALTY FOR FAILURE TO INTERRUPT**

Failure to reduce load to the Firm Power Demand within the time specified by Company's notification will result in the following penalties: (1) Customer to be billed costs incurred by Company to replace the deficient Interruptible Demand based on the specified reduction not achieved and the MISO penalty provisions defined in the applicable MISO Tariff and BPM; (2) Customer will be ineligible for Capacity Credit for the remainder of the MISO Planning Season as defined above; (3) Customer will be charged the full cost for Replacement Capacity for the remainder of the MISO Planning Year for the amount of Interruptible Demand that Customer failed to achieve. In the event that the Customer is unavailable on a second occasion when called upon to reduce load to the Firm Power Demand within the time specified by Company's notification, the Customer will be removed from the Program and will not be eligible to re-enroll for the remainder of the current MISO Planning Year and for the next MISO Planning Year.

**CONTRACT**

A written contract for an initial term of not less than two (2) year is required and such contract shall continue for equal successive terms unless canceled. Except as provided herein, this contract may be canceled by either party no later than November 1<sup>st</sup> prior to the upcoming year. Customer must provide interruptible service through the end of the MISO planning period to continue to receive the interruptible credit and avoid a potential penalty for failure to interrupt.

Deleted: Interrupted Demand (kW): The average hourly difference between Customer's actual demand during the Interruption period(s) in the month, and the average Actual Demand occurring in the two hours preceding Company's Notification.¶  
¶  
Interrupted Energy (kWh): The amount of energy calculated as interrupted by multiplying the Interrupted Demand by the hours of interruption during the month.¶  
¶  
Billing Demand (kW/kVa): Customer's Billing Demand as otherwise determined under its applicable Rate Schedule.¶  
¶  
Actual Demand (kW/kVa) Customer's actual use demand recorded on a 15 minute integrated period basis by Company metering in the two hours preceding any interruption notice in the month.¶  
¶  
Interrupted Capacity¶  
Credit (\$/Kw/kVa): The Interrupted Capacity Credit is equal to 80% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.¶  
Interrupted Energy¶  
Credit (\$/kWh): The Interrupted Energy Credit is equal to the Fuel Cost Adjustment for Customer's applicable Rate Schedule.¶

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**RIDER IO**  
**INTERRUPTIBLE OPTION RIDER**  
(Continued)

**TERMS AND CONDITIONS OF SERVICE**

Company shall have access to provide meter data communication system, at the Customer's expense, for the purpose of the Customer demonstrating the reduction in load in the real-time.

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule DGS, MLA, OSS, LP or HLF.

New customers must sign up for the tariff before November 1<sup>st</sup> in order to qualify for MISO's seasonal capacity auction and participate beginning on June 1<sup>st</sup>.

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**RIDER AFS**  
**ALTERNATE FEED SERVICE RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to Company having or making available adequate capacity, as determined by Company.

**APPLICABILITY**

Rider AFS is applicable to any Customer who requests a Primary Voltage alternate feed after May 3, 2011 who receives service under Rate Schedule DGS, MLA, OSS, or LP.

**CHARACTER OF SERVICE**

Rider AFS provides an electing customer with redundant distribution service through a redundant distribution line and/or distribution substation transformer, with automatic or manual switch-over and recovery, resulting in increased reliability for distribution service. AFS provided under this Rider may not be available at all times, including emergency situations.

Company shall have sole responsibility for determining the basic service circuit and the AFS circuit.

Company assumes no liability should the AFS circuit, transfer switch, or other equipment required to provide AFS fail to operate as designed, is unsatisfactory, or is not available for any reason.

**RATES AND CHARGES**

The Rates and Charges for service under this Rider shall be:

Capacity Reservation Demand Charge	\$2.41 per kW/kVa per month
Testing of transfer switch/control module	\$240.00 per test

**Other Charges:**

Customer shall pay for charges as described in the other sections of this Rider.

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**SYSTEM IMPACT STUDY CHARGE**

Company shall charge Customer for the actual incremental cost incurred by Company, if any, to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to: (1) identification of Customer load requirements, (2) identification of the potential facilities needed to provide AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch, (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. Company will provide to Customer an estimate of charges for this study.

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**RIDER AFS**  
**ALTERNATE FEED SERVICE RIDER**

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**EQUIPMENT AND INSTALLATION CHARGE**

Customer shall pay, in advance of construction, for all equipment and installation costs for all dedicated and/or local facilities provided by Company required to furnish either a new or upgraded AFS to Customer. The payment shall be grossed-up for federal and state income taxes and assessment fees. Customer shall not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by Company and shall include, but not be limited to: (1) all costs associated with the dedicated and/or local AFS facilities provided by Company and (2) any costs or modifications to Customer's basic service facilities.

Customer is responsible for all costs associated with providing and maintaining telephone service, where necessary, for use with metering to notify Company each time a transfer of service to the AFS or return to basic service occurs.

**TRANSFER SWITCH PROVISIONS**

Customer shall make a request to Company for approval three (3) days in advance for any planned switching. After a transfer of service to the AFS, Customer utilizing a manual or semi-automatic transfer switch shall return to the basic service within one (1) week or as mutually agreed to by Company and Customer. In the event system constraints require a reversion to basic service to be expedited, Company will endeavor to provide as much advance notice as possible to Customer. However, Customer shall accomplish the transfer back to the basic service within ten (10) minutes if notified by Company of system constraints. In the event Customer fails to return to basic service within 12 hours, or as mutually agreed to by Company and Customer, or within ten minutes of notification of system constraints, Company reserves the right to immediately disconnect Customer's load from the AFS source. If Customer does not return to the basic service as agreed to, or as requested by Company, Company may also provide 30 days' notice to terminate the AFS agreement with Customer.

**Primary Voltage Customers**

In the event Customer receives basic service at Primary Voltage, Customer shall install, own, maintain, test, inspect, operate, and replace the transfer switch. Customer-owned switches are required to be at Primary Voltage and must meet Company's engineering, operational and maintenance specifications. Company reserves the right to inspect Customer-owned switches periodically and to disconnect the AFS for adverse impacts on reliability or safety.

Existing AFS customers, who receive basic service at Primary Voltage and are served via a Company-owned transfer switch and control module, may elect for Company to continue ownership of the transfer switch. When Company-owned transfer switch and/or control module requires replacement, and Customer desires to continue the AFS, Customer shall pay Company the total cost, which shall be grossed up for federal and state income taxes and assessment fees to replace such equipment. In addition, Customer shall pay the rate as described in the Rates and Charges section of this Rider for Company to test the transfer switch/control module as frequently as deemed necessary by Company, but at least annually. Customer shall further reimburse Company for the actual costs incurred in maintaining Company-owned transfer switch and control module.

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**RIDER AFS**  
**ALTERNATE FEED SERVICE RIDER**  
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**Secondary Voltage Customers**

In the event Customer receives basic service at Secondary Voltage and requests AFS, Company will provide the AFS at Primary Voltage. Company will install, own, maintain, test, inspect and operate the transfer switch and control module. Customer shall pay Company for all costs associated with the transfer switch installation. The payment shall be grossed-up for federal and state income taxes and assessment fees, and shall be non-refundable. In addition, Customer is required to pay the rate as described in the Rates and Charges section of this Rider for Company to test the transfer switch/control module as frequently as deemed necessary by Company, but at least annually. Customer shall further reimburse Company for the actual costs incurred in maintaining Company-owned transfer switch and control module. When Company-owned transfer switch and/or control module requires replacement, and Customer desires to continue the AFS, Customer shall pay Company the total cost, which shall be grossed up for federal and state income taxes and assessment fees, to replace such equipment.

**MONTHLY AFS CAPACITY RESERVATION DEMAND CHARGE**

Monthly AFS charges will be in addition to all Rates and Charges applicable to Customer under Customer's applicable Rate Schedule.

**AFS CAPACITY RESERVATION**

Customer shall reserve a specific amount of AFS capacity equal to, or less than, Customer's normal maximum requirements, but in no event shall Customer's AFS capacity reservation under this Rider exceed the capacity reservation for Customer's basic service under Customer's applicable Rate Schedule. Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

If Customer plans to increase the AFS demand at any time in the future, Customer shall promptly notify Company of such additional demand requirements. Customer's AFS capacity reservation and billing will be adjusted accordingly. Customer will pay Company the actual costs, grossed-up for federal and state income taxes and assessment fees, of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to an AFS construction agreement. If Customer exceeds the agreed upon AFS capacity reservation, Company reserves the right to disconnect the AFS. If Customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes Company facilities or electrical service to other customers, Company reserves the right to disconnect the AFS immediately. If Company agrees to allow Customer to continue AFS, Customer shall be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, Customer shall promptly notify Company regarding any reduction in the AFS capacity reservation.

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**RIDER AFS**  
**ALTERNATE FEED SERVICE RIDER**  
(Continued)

Customer may reserve partial-load AFS capacity, which shall be less than Customer's full requirements for basic service, subject to the conditions in this provision. Prior to Customer receiving partial-load AFS capacity, Customer shall be required to demonstrate or provide evidence to Company that Customer has installed demand-controlling equipment that is capable of curtailing load when a switch has been made from basic service to the AFS. Company reserves the right to test and verify Customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

**DETERMINATION OF BILLING DEMAND**

**Full-load Requirement**

For Customers requesting AFS equal to their load requirement for basic service, the AFS Billing Demand each month shall be the Maximum Demand; however, the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) Customer's AFS capacity reservation, or (b) Customer's highest previously established monthly Billing Demand on the AFS during the Prior Year, or (c) Customer's basic service capacity reservation, or (d) Customer's highest previously established monthly billing demand on basic service during the Prior Year.

**Partial-load Requirement**

For Customers requesting partial-load AFS capacity reservation that is less than Customer's full requirements for basic service, the AFS billing demand each month shall be the Maximum Demand; however, the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) Customer's AFS capacity reservation, or (b) Customer's highest previously established Maximum Demand on the partial-load AFS during the Prior Year.

**CONTRACT**

The AFS Contract under this Rider shall be for a period of not less than five (5) years and shall remain in effect thereafter until either party provides at least twelve (12) months' written notice to the other of the intention to discontinue service under the terms of this Rider.

Disconnection of AFS under this Rider due to reliability or safety concerns associated with Customer-owned transfer switches will not relieve Customer of payments required hereunder for the duration of the Contract term.

Upon receipt of a request from Customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), Company will provide Customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS. An AFS Contract will be filed with the Commission. The AFS Contract shall provide full disclosure of all rates, terms and conditions of service under this Rider, and any and all agreements related thereto.

**TERMS AND CONDITIONS**

This Rider is subject to Company's General Terms and Conditions of Service.

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**RIDER ED**  
**ECONOMIC DEVELOPMENT RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

The Economic Development Rider shall be applicable to any new Non-Residential Customer who establishes initial permanent service in a new or existing establishment, and to any existing Non-Residential Customer who expands an existing establishment, who:

1. Receives service under Rate DGS, LP, or HLF,
2. Makes application to Company for service under this Rider,
3. Has applied for and received economic development assistance from State and/or local government or other public agency,
4. Affirms that without this Rider, it would not be financially advantageous for Customer to expand the existing or build the proposed new establishment.

Customer's new growth project must also meet all of the following minimum criteria:

1. Result in capital investment at Customer's establishment of one million dollars (\$1,000,000)
2. Expected load addition of 500 kVa/kW or more per month at one delivery point.
3. Result in the creation of 10 new full-time equivalent jobs at the same location.

**Deleted:** Customers meeting all Applicability criteria above are eligible for incentives under this Rider at two levels:¶  
¶  
Level 1 Incentives –

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Company may also apply this Rider to an existing customer who, but for economic incentives being provided from the State and/or local government or public agency, would leave or not expand facilities within Company's service area. In this event, Customer must agree, at a minimum, to retain the current number of full-time equivalent jobs at the existing location.

**Deleted:** Level 2 Incentives – Customer's new electric load must meet all of the Level 1 Incentives, and at least 2 out of 4 of the following minimum criteria:¶  
Expected monthly load factor of 65%, or higher.¶  
Expected load addition of 1500 kVa/kW or more per month at one delivery point.¶  
Result in the creation of 100 new full-time equivalent jobs at the same location.¶  
Result in capital investment at Customer's establishment of one million dollars (\$1,000,000) or more for each 1000 kVa/kW per month of new load (minimum of 1000 kVa/kW per month of new load required).¶  
¶

For new Customers, application for service hereunder must be made at the time of initial application for electric service.

Effective: **Deleted:** April 20, 2022

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**RIDER ED**  
**ECONOMIC DEVELOPMENT RIDER**  
(Continued)

This Rider is not available:

1. To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, unless the prior owner was a customer hereunder or the ownership change is accompanied by State, local governmental or other public agency economic assistance.
2. To a new Customer who has relocated to Company's Service Area from another location within the State.
3. For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.

**EVIDENCE OF CONTINUING APPLICABILITY**

Customer shall make available to Company, at its reasonable request, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.

**RATES AND CHARGES**

Customer receiving service under this Rider:

1. Shall receive a credit to the Monthly Billing Demand Charge due per month under the applicable tariff rate schedule for a period of thirty-six (36) consecutive months, as follows:
  - a. for all qualifying demand additions, credit of up to \$4.50 per kVA/kW.
  - b. The applicable credit denoted in (a) will be limited such that, when combined with any other credits for which Customer qualifies, the resulting net demand charge applicable to Customer's "eligible demands" shall not be less than \$0.00 per kVA/kW in any month.

The monthly base period demand shall be specified in the contract and will be the average of the Maximum Demands during the 12 months preceding the new demand addition or parts thereof. Any demand served greater than the monthly base period demand will be considered new demand additions and shall qualify for the credit.
2. Shall designate the date on which the Billing Demand credits shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application.
3. Shall continue to be billed the full amount of all other Monthly Rates and Charges applicable to Customer's applicable Rate Schedule.
4. Shall resume being billed the full Monthly Rates and Charges under Customer's applicable Rate Schedule after receiving service under this Rider for thirty-six (36) months.

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**RIDER ED**  
**ECONOMIC DEVELOPMENT RIDER**  
(Continued)

**ELIGIBLE DEMANDS**

1. For new Customers, "eligible demands" are defined as all demand, subject to Customer having met the qualifying criteria.
2. For existing Customers adding new electric load to an existing establishment, "eligible demands" are defined as all incremental demand above the Customer's historical usage, subject to Customer having met the qualifying criteria.
3. For existing Customers which meet the applicable retention criteria requirements, "eligible demands" will be determined by Company, giving consideration to Customer's historical usage.

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**CONTRACT**

Upon approval of application by Company, Customer must enter into a Contract under this Rider for a contract period of six (6) years. Employment additions must occur no later than six months following Company's approval of the Contract and initiation of service hereunder.

The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this Rider, including, but not limited to, the requirement for Customer to pay to Company the difference between the total charges under this Rider and the otherwise applicable Rate Schedule charges if during the term of the Contract Customer fails to meet the employment additions and retentions specified at the beginning of the service relationship.

In the event a change in ownership occurs after Customer has entered into a Contract under this Rider, Customer shall receive service hereunder for the balance of the term of the Contract, as long as the new owner upholds all other conditions of the Contract and this Rider.

Company reserves the right to immediately terminate service under this Rider, if Company determines that Customer has failed to comply with the terms of the APPLICABILITY section, or this Contract, at any time during the term of the Contract.

**TERMINATION**

This Rider may be terminated by Company upon approval by the Commission, with such request for termination provided to the Commission at least twelve (12) months prior to the proposed effective date of Rider termination ("Termination Date"). Customers making application for service hereunder prior to the Termination Date shall be eligible for the full thirty-six (36) months of Billing Demand credit described herein.

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Once a Customer enters into a new Contract hereunder, that Customer will receive credits pursuant to this Rider, under the then-current terms of this Rider, for the duration of the Contract term.

Effective: Deleted: April 20, 2022

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**RIDER AD**  
**AREA DEVELOPMENT RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

The Area Development Rider is applicable to any Non-Residential Customer who:

1. Receives service under Rate DGS, LP, or HLF,
2. Makes application to Company for service under this Rider,
3. Has a Maximum Demand in any month during the Prior Year, or if new Customer, has an estimated Maximum Demand, of 300 kW/KVa or higher at this single location, and
4. Qualifies for one of the following area development categories:

**Urban Redevelopment:** Any new Customer who locates in an existing building of 25,000 square feet or more, which has been unoccupied and/or remained dormant for a period of two (2) years or more, as determined by Company, or

**Brownfield Redevelopment:** Any Customer who locates a new or existing establishment in a designated Brownfield Redevelopment Area (as defined by Indiana or Federal Law), or

**Economic Development Zone:** Any new Customer who locates in a new or existing establishment or any existing Customer who expands an existing establishment, in a designated Urban Enterprise Zone, Airport Development Zone, Certified Technology Park, or other similarly designated zone, and either (1) adds at least 15 incremental full-time employees to its workforce at the same location, or (2) makes an incremental capital investment of at least five hundred thousand dollars (\$500,000) at the same location. Employment additions and capital investments must occur within a reasonable period following Company's approval of the Contract.

For new Customers, application for service under this Rider must be made at the time of initial application for Electric Service.

This Rider is not available:

1. To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, or
2. For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.

**EVIDENCE OF CONTINUING APPLICABILITY**

Customer shall make available to Company, at its reasonable request and as applicable, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.

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**RIDER AD**  
**AREA DEVELOPMENT RIDER**  
(Continued)

**RATES AND CHARGES**

Customer receiving service under this Rider:

1. Shall be billed the full monthly Rates and Charges under Customer's applicable Rate Schedule for all "incremental volumes" (defined below), for a period of sixty (60) consecutive months, except that the applicable Rate Schedule Demand Charge, exclusive of any included charges from applicable Appendices or Riders, shall be discounted as follows:
  - a. For the first 12-month period, the Demand Charge will be discounted up to 50% per month;
  - b. For the second 12-month period, the Demand Charge will be discounted up to 40% per month;
  - c. For the third 12-month period, the Demand Charge will be discounted up to 30% per month;
  - d. For the fourth 12-month period, the Demand Charge will be discounted up to 20% per month;
  - e. For the fifth 12-month period, the Demand Charge will be discounted up to 10% per month.
  - f. The applicable credits denoted in (a) through (e) will be limited such that, when combined with any other credits for which Customer qualifies, the resulting net demand charge applicable to Customer's "incremental demands" shall not be less than \$0.00 per kVa/kW in any month.
2. Shall resume being billed the full monthly Rates and Charges under Customer's applicable Rate Schedule after receiving service under this Rider for sixty (60) months.
3. Shall designate the date on which the discount applicable to Demand Charges on incremental demand shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application.

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**INCREMENTAL DEMANDS**

1. For new Customers, "incremental demands" are defined as all demand, subject to Customer having met the 300 kVa/kW per month minimum threshold.
2. For existing Customers, "incremental demands" must be at least 300 kVa/kW per month and will be determined by Company, giving consideration to Customer's historical usage.

**CONTRACT**

Upon approval of application by Company, Customer must enter into a Contract under this Rider. The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this Rider, including, but not limited to, the requirement for Customer to pay to Company the difference between the total charges under this Rider and the otherwise applicable Rate Schedule charges if during the term of the Contract Customer fails to meet the employment additions / retentions specified at the beginning of the service relationship.

In the event a change in ownership occurs after Customer has entered into a Contract under this Rider, Customer shall receive service hereunder for the balance of the term of the Contract, as long as the new owner upholds all other conditions of the Contract of this Rider.

Effective: Deleted: April 20, 2022

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**RIDER AD**  
**AREA DEVELOPMENT RIDER**  
(Continued)

Company reserves the right to immediately terminate service under this Rider, if Company determines that Customer has failed to comply with the terms of Applicability at any time during the term of the Contract.

**TERMINATION**

This Rider may be terminated by Company upon approval by the Commission, with such request for termination provided to the Commission at least twelve (12) months prior to the proposed effective date of Rider termination ("Termination Date"). Customers making application for service hereunder prior to the Termination Date shall be eligible for the full sixty (60) months of Demand Charge discount described herein.

Once a Customer enters into a new Contract hereunder, that Customer will receive credits pursuant to this Rider, under the then-current terms of this Rider, for the duration of the Contract term.

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**RIDER TS**  
**TEMPORARY SERVICE RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rider shall be applicable to any Non-Residential Customer electing service hereunder.

**CHARACTER OF SERVICE**

This Rider provides lighting and/or power service for a short time only, requiring the installation by Company of service facilities of a temporary nature. This Rider shall be applicable to Customer for a period not to exceed 270 days, unless otherwise agreed to by Company.

**RATES AND CHARGES**

Customer shall pay to Company the cost of installing and removing such temporary service facilities.

Customer shall be charged for the electric service supplied, which shall be metered and computed under either Rate SGS - Small General Service, or Rate DGS - Demand General Service, whichever applies.

**ADVANCED PAYMENT**

Company may require an advance payment prior to the installation of service facilities by Company to cover the estimated cost of installing and removing the necessary facilities and to cover the estimated billing for electric service for the period involved.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed under the Terms and Conditions as required under Customer's applicable Rate Schedule, Rate SGS or Rate DGS.

Effective: Deleted: April 20, 2022

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**RIDER SAS**  
**STANDBY OR AUXILIARY SERVICE RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

**APPLICABILITY**

This Rider shall be applicable to any Non-Residential Customer electing service hereunder who owns and operates 60 Hertz electric generating equipment:

- 1. For emergency use only, or
- 2. For not more than 1000 kW of non-emergency use.

**CHARACTER OF SERVICE**

**Standby Service** is that service which is capable of being used in place of another source of power where there is no actual use except during emergencies.

**Auxiliary Service** is that service which supplements another source of power where switching arrangements enable the use of either or both sources of power.

**RATES AND CHARGES**

Customers utilizing standby or auxiliary service will be billed on the Rate Schedule applicable to the size of load and class of electric service rendered, subject to the following provisions:

**Contract Demand**

A Contract Demand shall be initially established by mutual agreement between Company and Customer and stated in the Contract. Whenever the Contract Demand, as initially established, is exceeded by the creation of a greater Maximum Demand, then such greater Maximum Demand shall become the Contract Demand until again exceeded, and so on, for the duration of the Contract. Customer shall not be permitted to effect a reduction in its Contract Demand by re-contracting for the same service unless a bona fide reduction in load has occurred.

**Determination of Billing Demand**

The Billing Demand in the Rate Schedule shall be the highest Maximum Demand created during the term of the Contract, but in no case less than the Contract Demand. The off-peak provision of the Determination of Billing Demand section in the applicable Rate Schedule shall not apply.

**Minimum Monthly Charge**

The Minimum Monthly Charge under this Rider shall be as specified in the applicable Rate Schedule.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed under the same Terms and Conditions as required under Customer's applicable Rate Schedule.

Company reserves the right to require Customer to furnish, install and maintain a load limiting device, approved by and under the sole control of Company.

Effective: Deleted: April 20, 2022

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area. Company reserves the right to limit total MW participation in this Rider as set forth in the applicable Midcontinent Independent System Operator (MISO) Tariff and Business Practices Manuals (BPMs) or as required by Company.

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**APPLICABILITY**

This Rider is applicable to any Customer served under Rates DGS or OSS with prior year Maximum Demand greater than 100 kW, MLA, LP or HLF, who elects service hereunder and who meets the requirements specified in this Rider. Customer may dually participate in this Rider with kVa or kW curtailment load under obligation pursuant to Riders Aggregation Demand Response, JC, or IO, or special contract but may not be compensated twice for the same defined services. Customer's curtailment load is not eligible for enrollment in any other demand response program either directly or through an Aggregator that provides the same market service.

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Customer must offer Company the minimum load reduction requirement that is specified by the applicable MISO Tariff and BPMs for the type of resource offered by Customer. Customer may participate in an Aggregation as defined below in order to meet the minimum requirement.

Participation under this Rider by Customer shall not begin until:

1. MISO has accepted and approved all applicable requirements for resource participation,
2. execution of the required Service Agreement as described below,
3. installation and operational readiness of required electric metering and dedicated telemetry, and
4. collection of sufficient data for the determination of applicable baseline load.

**CHARACTER OF SERVICE**

Participation in this Rider is optional and offers Customer the opportunity to reduce its electric costs by beneficially augmenting Company's participation in the MISO wholesale energy market and the Company's efforts to preserve reliable electric service, through Customer's provision of a load reduction during MISO high price periods and declared emergency events.

This Rider offers Customer indirect access to certain MISO demand response programs. Additional programs consistent with this Rider's provisions may be offered as Customer preferences and demand develop. All services provided pursuant to this Rider are subject to and must be compliant with the MISO Tariff as it may change from time-to-time.

Programs to be offered upon commencement of this Rider are:

- 1) Emergency Demand Response (EDR) Program
- 2) Demand Response Resource (DRR) Type I (Interruptible) Energy Program
- 3) Demand Response Resource (DRR) Type II (Controllable) Energy Program

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**  
(Continued)

Customer taking service under this Rider is prohibited from taking service under Rate BAMP during an event under this Rider.

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**AGGREGATION**

An approved Aggregator may aggregate demand response capabilities of multiple Customers to facilitate Customer's participation in this Rider. Aggregator is subject to all of the requirements set forth for Customer as specified in this Rider. Company shall have final approval over participation of Aggregator and final integration of business processes of Aggregator with Company. An Aggregator may be a single Customer with multiple premises. A Customer may serve as a third-party aggregator.

A potential Aggregator must provide to Company:

- Most recent audited financial statements
- Parent company and affiliate information
- A completed Corporate Information Sheet
- A demonstration to Company of satisfactory measurement and verification processes suitable for use by Company for settlement, reporting, monitoring and forecasting purposes.

Each Customer included as part of an aggregation of Customers must be identified by Aggregator and all information required for Customer participation and registration must be provided to Company by Aggregator. Customer must confirm to Company its selection of Aggregator. Customer may not be represented by more than one Aggregator. Customer may not participate in this Rider through an Aggregator while simultaneously participating as an individual Customer under this Rider.

**SERVICE AGREEMENT**

Customer or Aggregator must enter into a service agreement with Company for a minimum period of one year.

Service agreements covering multiple premises will include an addendum for each participating premise.

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Company reserves the right to refuse participation or to terminate participation in this Rider based on Customer or Aggregator credit standing.

Effective:

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**  
(Continued)

**LOAD REDUCTION PLAN COMPLIANCE OPTIONS**

The load reduction plan compliance options available for a particular MISO demand response resource type will be specified in the service agreement. Customer or Aggregator may elect either of the following options:

**Firm Service Level (FSL)**

Customer or Aggregator electing this option agrees, upon notification by Company, to limit demand to a firm load level. The method to compute the amount of the demand reduction will be specified in the service agreement ~~in accordance with MISO Measurement and Verification protocols.~~

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**Targeted Demand Reduction (TDR)**

Customer or Aggregator electing this option agrees, upon notification by Company, to reduce usage below the Baseline Level by the amount agreed to by Company. The method to compute the amount of the demand reduction will be specified in the service agreement ~~in accordance with MISO Measurement and Verification protocols.~~

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Customer must assist and coordinate with Company to complete all MISO registration requirements by the timelines set forth in the applicable MISO BPMs. Customer must comply with testing requirements as specified by MISO. Participation will immediately be suspended upon a MISO determination that Customer's resource is not a qualified resource for the purpose for which it is enrolled.

~~Deleted: Customer must demonstrate load reduction capability annually as specified by MISO and Company.~~

The default baseline determination methodology will be the MISO default methodology, absent a MISO approved ~~alternative methodology~~ agreed upon between the Company and the participant. Customer or Aggregator must inform Company of any maintenance or operating changes that will alter the load level at the enrolled premises.

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**METERING REQUIREMENTS**

If Customer does not have appropriate meters and telemetry for the applicable DR Program, ~~as defined by MISO Tariff and BPMs~~, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install ~~necessary~~ metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment. The following metering requirements are applicable to the programs:

- 1) EDR Program – 1 hour metering (or as stated in MISO BPMs if shorter)
- 2) DRR Type I (~~Interruptible~~) Energy Program – 5 minute metering (or as stated in MISO BPMs if shorter)
- 3) ~~DRR Type II (Controllable) Energy Program – 5-minute metering (or as stated in MISO BPMs if shorter)~~

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO BPMs.

Effective: ~~Deleted: April 20, 2022~~

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**  
(Continued)

**PROGRAM EQUIPMENT OR SOFTWARE**

Company shall specify program communication requirements in the service agreement that align with MISO communications processes which may include software to be used to provide Company with Customer-specified offer parameters and participation elections. Customer may purchase from Company or third-party suppliers any other equipment or software packages necessary to facilitate participation in this Rider. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with both MISO and Company-owned equipment or software packages. For example, MISO currently issues dispatch instructions to DRR Type I Resources through an Extensible Markup Language (XML) Listener that the Customer would be required to maintain.

Company will utilize appropriate communications processes to notify Customer of events and to process Customer participation updates. Customer will be responsible for providing and maintaining communications systems and their own internet access if needed. In the event that the Internet system is temporarily unavailable, Company will notify Customer of an alternative participation update process. Company will provide written documentation and training on the process to be used by Customer.

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**DAILY PROGRAM PARTICIPATION**

Customer or Aggregator participation in DR Programs will be offered by Company to MISO for potential load reduction daily, as applicable. Customer or Aggregator has the option of participating or not participating on any particular day, as applicable, provided Customer or Aggregator notifies Company prior to 8:00 A.M. Central Standard Time on the day before the day they do not wish to provide an energy offer. Participating Customer demand response will be included in the daily offers by Company to MISO unless Customer specifies that it does not wish to participate on a particular day by the aforementioned deadline.

**RATES AND CHARGES**

Item	Frequency	Amount
Registration	Annual	\$1,000.00
Modification to Registration	Per Occurrence	\$100.00
Change to Day Ahead Bid Entry	Per change after fifteen (15) per month	\$100.00
Meter Reading and Other Direct Costs	Per Occurrence	At Cost
Percent of the MISO proceeds less any other previously collected RATES AND CHARGES not previously credited	<u>Net Settlement with MISO with Penalties for Failure to Respond added back for determining program fee.</u>	10%

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**SETTLEMENTS**

The Company will remit or invoice to Customer the net proceeds from participating in this Rider.

Effective: Deleted: April 20, 2022

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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**  
(Continued)

A true-up shall take place following any additional settlement from MISO.

**FAILURE TO PERFORM**

Customer is obligated to reduce load as communicated by Company in accordance with the MISO dispatch instruction. If the Customer does not reduce load by the bid amount within the prescribed notice time, for the prescribed duration and other parameters, the Company may incur penalties and other charges. Such penalties and other charges will be imposed on the Customer.

**Deleted:** The Company will deduct the retail rate for the energy not consumed by the Customer pursuant to this Rider and applicable administrative fees set forth in RATES AND CHARGES.¶

All non-compliance usage above the ~~FSL~~, or the Baseline Level less the ~~TDR~~, will be assessed all applicable charges consistent with the provisions in the applicable MISO BPMs.

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The Company may terminate the Customer's participation in this Rider if MISO precludes the Customer's load from being offered into the MISO market or if Participant's failure to reduce load adversely impacts reliability.

Company reserves the right to terminate Customer participation under this Rider for repeated failure to follow load reduction requests at the offered load reduction amounts or for failure to pay applicable charges.

**TERMS AND CONDITIONS**

Except as provided in this Rider, Customers served under Rates DGS, OSS, MLA, LP or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Customer's applicable Rate Schedule. In addition, Customers will receive payments for participation in this Rider based upon the elected program as outlined above and in the service agreement.

Agreements under this Rider will in no way affect Company's and Customer's respective obligations regarding the rendering of and payment for electric service under the applicable Rate Schedules. Customer is responsible to monitor and control its demand and energy usage before, during, and after an event period under this Rider.

Effective: ~~April 20, 2022~~

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Southern Indiana Gas and Electric Company D/B/A  
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**RIDER DR**  
**MISO DEMAND RESPONSE (DR) RIDER**  
(Continued)

**LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Company and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Customer under this Agreement, (b) any act or omission of Customer, whether based upon Customer's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Customer's performance or nonperformance under this Agreement.

Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

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## **RIDER GE** **GREEN ENERGY RIDER**

### **AVAILABILITY**

Total Renewable Energy Credit ("REC") participation in this Rider is limited to 85% of the CEI South's ("Company") expected annual MWh production from applicable renewable generation ("available program level RECs") at the Green Energy Annual Enrollment period. No aspect of this Rider will cause the Company to build, install, retire or otherwise indirectly or directly influence decisions concerning the Company's electrical equipment.

### **APPLICABILITY**

This Rider is applicable to any non-Residential Customer ("Participant") with a minimum annual usage of 5,000 MWh.

### **PURPOSE**

The purpose of the Rider is to provide the Participant with RECs from renewable generation equipment either owned or under a long-term lease by the Company.

### **GREEN ENERGY ANNUAL PERIOD**

This Rider's Annual Period begins on July 1<sup>st</sup>.

### **GREEN ENERGY ANNUAL ENROLLMENT**

This Rider's initial Enrollment Period begins with an order in the general rate case in cause No. xxxx. Applications must be submitted to the company prior to January 15<sup>th</sup> each year before the beginning of the Green Energy Annual Period, June 1<sup>st</sup> through May 31<sup>th</sup>. During the enrollment period Customers can submit a Green Energy Application for RECs sourced from the Company's applicable renewable resources and applicable Purchased Power Agreements for renewable resources, electronically via the Company's website. Submitted Green Applications with the desired level of RECs will be eligible to participate in the program. The amount of RECs granted will be based on the requested amount or proportionally allocated based on availability and program demand.

Previous year Enrolled Customers will be given a chance to continue Green Energy Tariff participation at existing levels prior to the end of the current year's Annual Enrollment, assuming the Company maintains their available expected annual renewable generation amount. Previous year Enrolled Customers may request additional RECs, subject to availability and program demand.

### **GREEN ENERGY APPLICATION AMOUNT**

At the beginning of each annual Enrollment Period the Company's historic REC pricing and available program level RECs will be published on the Company's website.

As a part of the Enrollment Process a customer will submit a desired amount of program RECs.

- I. If the Customer's REC amount along with all other Green Energy Applications, is at or below the Company's available program level RECs the Customer will receive the requested amount.

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**RIDER GE**  
**GREEN ENERGY RIDER**  
**(Continued)**

- II. If the Customer's REC amount, along with all other Green Energy Applications, is above the Company's available program level RECs, the Company will allocate RECs proportionally based on program total Green Energy Application demand.

**BILLING**

Enrolled Green Energy Customers will be billed one-twelfth of their annual Green Energy Application Amount multiplied by the annual historic price beginning the first month of the Green Energy Annual Period, plus one-twelfth of the enrolled customer's total variance to monthly M-RETS market pricing from the prior year.

**RENEWABLE ENERGY CREDITS (REC)**

The Company will transfer the Green Energy Application Amount to enrolled Green Energy Customers each month through MISO's M-RETS tool, inclusive of any necessary fees. RECs levels will vary with monthly production and will be transferred to the customer the month following their creation.

**GENERAL**

All Green Energy Amount proceeds received will be credited back to all Customers through the Clean Energy Cost Adjustment (CECA).

All Green Energy calculations are subject to the approval of the Company.

One MWh of production from applicable renewable energy projects equals one REC.

**TERMS AND CONDITIONS**

Each Green Energy Contract application commits the participation for two years.

Participating customers must license MISO M-RETS at their own expense.

Any variance to market monthly average M-RETS market pricing each year will be billed one-twelfth of the total annual variance in the following year.

Any variance Participant Green Energy Application amount each year will be billed one-twelfth of the total annual variance in the following year.

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**RIDER TLC**  
**THERMOSTAT LOAD CONTROL RIDER**

**AVAILABILITY**

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Not available to customers enrolled in the Direct Load Control Rider.

**APPLICABILITY**

This Rider shall be applicable to any Residential Customer for whom the Customer or Company has installed a Wi-Fi enabled thermostat capable of taking signals from a third-party administrator to adjust the temperature. The Customer must have Wi-Fi in the home. To enroll an electric water heater, an air conditioner or heat pump must also be enrolled.

**CHARACTER OF SERVICE**

The Wi-Fi enabled thermostat will be activated by a signal which will adjust the temperature in the Customer's home, during periods of peak electricity demand, as determined by Company.

The number of events called for by the Company shall not exceed five (5) times during the Summer and three (3) times during the Spring and Fall as needed to meet the requirements specified in the applicable MISO Tariff and BPMs. The duration of event shall be specified by Company but not exceed four (4) consecutive hours per day. These limits shall not apply during any period of extended emergency conditions experienced by Company or emergency conditions within the MISO footprint.

**CREDITS**

The TLC credits below shall be applied during the Months of March through November inclusive: \$7.50 per Month for each electric air conditioner or heat pump less than or equal to five (5) tons.

**NOTIFICATION**

The Company shall endeavor to provide Customer with as much advanced notice of interruption as possible.

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule.

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**APPENDIX A**  
**FUEL ADJUSTMENT CLAUSE**

**APPLICABILITY**

The Fuel Adjustment Clause (FAC) shall be applicable to the Rate Schedules set forth below in the FAC Rates section.

**DESCRIPTION**

The FAC shall recover Company's incremental fuel costs from applicable Rate Schedules on a line-loss adjusted basis.

A. The FAC Rates for the applicable Rate Schedules shall be calculated to the nearest 0.001 mill (\$0.000001) per kWh, in accordance with the following calculation:

$$\text{FAC Rate} = \left[ \frac{F/S}{(1-LLF)} \right] - BF$$

Where:

1. "F" is the estimated expense of fuel based on a three month average cost beginning with the month immediately following the current month and consisting of the following costs:
  - (a) the average cost of fossil and nuclear fuel consumed in Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform system of Accounts for Class A and B Public Utilities and Licensees;
  - (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
  - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than Company's benchmark fuel cost at that time;
  - (d) fuel-related ~~Midcontinent~~ ISO costs approved by the Commission for recovery in the FAC;
  - (e) plus other costs approved by the Commission for recovery ~~in the FAC~~;
  - (f) less the cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis;
2. "S" is the estimated kWh supply required to meet retail Customers' energy needs, for the same estimated period set forth in "F", consisting of the net sum in kWh of:
  - (a) net generation
  - (b) purchases
  - (c) net interchange
  - (d) less inter-system sales.

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**APPENDIX A**  
**FUEL ADJUSTMENT CLAUSE**  
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3. "LLF" is the line loss percentage for the applicable Rate Schedule, as set forth below in the FAC Rates section.
  4. "BF" is the line loss adjusted base fuel cost for the applicable Rate Schedules as set forth below.
- B. The FAC Rates as computed above shall be further modified to allow the recovery of revenue based tax charges occasioned by the FAC revenues.
- C. The FAC Rates shall be further modified commencing with the third succeeding month to reflect the difference between the estimated fuel cost billed and fuel cost actually experienced during the month(s) in which such estimated fuel cost was billed.

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**FAC RATES**

Pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 38708-FAC140, the Fuel Cost Adjustments for November and December 2023 and January 2024 are as stated below:

Rate Schedule	FAC Rate (\$ per kWh)	Line Loss	Base Fuel (\$ per kWh)
RS, B, SGS, OSS, SL and OL	\$0.000000	7.195195%	\$0.048138
DGS/MLA	\$0.000000	7.180479%	\$0.048409
LP	\$0.000000	4.678257%	\$0.048850
HLF	\$0.000000	1.179326%	\$0.048610

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**APPENDIX B**  
**DEMAND SIDE MANAGEMENT ADJUSTMENT**

**APPLICABILITY**

The Demand Side Management Adjustment (DSMA) shall be applicable to all Rate Schedules as set forth below.

**DESCRIPTION**

The DSMA shall be calculated annually for each Rate Schedule and shall recover approved Demand Side Management (DSM) programs costs including the following:

- a. The difference between the actual amount of Direct Load Control (DLC) billing credits and the base rate amount of such credits (annual amount of ~~\$420,900~~) (the DLC Component), plus
- b. The difference between actual DLC Inspection and Maintenance (I&M) Program expenses and the base rate amount of such expenses (annual amount of ~~\$712,014~~) approved in Cause No. 43839 (the I&M Component), plus
- c. DSM Program Costs, approved in Cause Nos. 43427 and 43839 (the Energy Efficiency Funding Component or EEFC), plus
- ~~d. Thermostat Load Control (TLC) costs included in DSM Program costs, plus~~
- e. Lost margins associated with Large Customer DSM programs as approved in Cause No. 43938, and with Small Customer DSM programs as approved in Cause No. 43405-DSMA9 S1 (the Lost Margin Component), plus
- f. Financial incentives and variances (Incentives and Variance Component), plus
- g. Other DSM costs approved for recovery by the Commission.

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DLC billing credits and any applicable variances associated with these credits, and I&M expenses and any variances associated with these expenses, are allocated to the Rate Schedules on the basis of the 4CP allocation factors approved in Company's most recent general rate case. These allocation percentages by Rate Schedule are shown on Page 2 of 6 in Column (a).

The DLC and I&M Component are calculated by dividing the allocated credit or expense differences, as applicable, by the projected billing determinants for each Rate Schedule, for the projected one year period.

DSM Program Costs are allocated to Rate Schedules on the basis of either: 1) the Program Cost Allocation Percentage as shown on Page 2 of 6 in Column (b) (for demand-related programs) or 2) projected kWh sales as adjusted for line losses (for energy-related programs). The line losses applicable to each Rate Schedule are shown on Page 2 of 6 in Column (c).

The EEFC will be calculated by dividing the allocated energy- and demand-related DSM program costs applicable to each Rate Schedule by the projected billing determinants, as applicable, for each Rate Schedule, for the projected twelve month period.

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**APPENDIX B**  
**DEMAND SIDE MANAGEMENT ADJUSTMENT**  
(Continued)

The DSMA rates as calculated above shall be further modified to include the impact of applicable revenue taxes.

The actual DSMA amounts passed back to or recovered from customers shall be reconciled with DSMA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in the subsequent DSMA filing.

**DSMA ALLOCATION FACTORS AND LINE LOSS**

Rate Schedule	(a) <del>4CP</del> Allocation Percentage <sup>1</sup>	(b) Program Cost Allocation Percentage <sup>2</sup>	(c) Line Loss
RS	<del>38.3107%</del>	<del>38.6418%</del>	<del>7.195195%</del>
B	<del>0.1295%</del>	<del>0.1306%</del>	<del>7.195195%</del>
SGS	<del>1.4210%</del>	<del>1.4333%</del>	<del>7.195195%</del>
DGS/MLA	<del>23.7110%</del>	<del>23.9160%</del>	<del>7.180479%</del>
OSS	<del>1.4935%</del>	<del>1.5064%</del>	<del>7.195195%</del>
LP/BAMP	<del>34.0774%</del>	<del>34.3719%</del>	<del>4.678257%</del>
HLF	<del>0.8569%</del>	<del>0.0000%</del>	<del>1.179326%</del>

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**DSMA CHARGES**

The following DSMA Charges are applicable to all customers participating in Company-sponsored DSM programs:

Rate Schedule	DSMA Charge (\$ per kW or kVa)	DSMA Charge (\$ per kWh)
RS	n/a	\$0.000000
B	n/a	\$0.000000
SGS	n/a	\$0.000000
DGS-1 & 2/MLA-2	\$0.031	\$0.000000
DGS-3/MLA-3	\$0.155	\$0.000000
OSS	\$0.342	\$0.000000
LP	\$0.514	\$0.000000

<sup>1</sup> Pursuant to the Stipulation and Settlement Agreement approved in Cause No. ~~XXXXX~~; applicable to only DLC and I&M costs.

<sup>2</sup> Pursuant to the Stipulation and Settlement Agreement approved in Cause No. ~~XXXXX~~; applicable to only demand-related program costs.

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**APPENDIX B**  
**DEMAND SIDE MANAGEMENT ADJUSTMENT**  
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**DSMA OPT OUT CHARGES**

The following DSMA Opt Out Charges are applicable to Qualifying Customers who have elected to discontinue participation in Company-sponsored EE Programs, pursuant to the Terms and Conditions of Opt Out below:

<del>OPT OUT GROUP 202X</del> As of January 1, <del>202X</del>		
Rate Schedule	DSMA Charge (\$ per kW or kVa)	DSMA Charge (\$ per kWh)
SGS	n/a	<del>\$0.000000</del>
DGS-1 & 2/MLA-2	<del>\$0.000</del>	<del>\$0.000000</del>
DGS-3/MLA-3	<del>\$0.000</del>	<del>\$0.000000</del>
OSS	<del>\$0.000</del>	<del>\$0.000000</del>
LP/BAMP	<del>\$0.000</del>	<del>\$0.000000</del>
HLF	<del>\$0.000</del>	<del>\$0.000000</del>

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**DEMAND SIDE MANAGEMENT ADJUSTMENT**  
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**DEFINITIONS APPLICABLE TO CUSTOMER OPT OUT**

**Energy Efficiency (EE) Program** – A program sponsored by Company or a third party implementer designed to implement energy efficiency improvements (as defined in 170 I.A.C. § 4-8-1(j)) for customers. The term does not include a program designed primarily to reduce demand.

**EE Program Costs** – Includes program costs, lost revenues and incentives approved by the Commission. The definition also includes reconciliation of such costs.

**Opt Out Notice** – Company-provided form, or other written communication in substantially the same format, provided by Qualifying Customer indicating intent to discontinue participation in Company-sponsored EE Program approved by the Commission.

**Opt In Notice** – Company-provided form, or other written communication in substantially the same format, provided by Qualifying Customer indicating Customer’s unequivocal desire to participate in Company’s EE Program.

**Qualifying Customer** – Customer that receives service at a Single Site constituting more than one (1) megawatt of electric demand from Company. The Qualifying Customer shall demonstrate that at least one (1) demand meter on its Single Site has received service of more than one (1) megawatt of electric demand within the previous twelve (12) months.

**Qualifying Load** – A Single Site with at least one meter constituting more than one (1) megawatt of electric demand from Company for any billing period with the previous twelve (12) months prior to the Qualifying Customer providing Opt Out Notice to Company. Qualifying Load shall be measured with a demand meter.

**Single Site** – Contiguous property on which Qualifying Load is located.

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**DEMAND SIDE MANAGEMENT ADJUSTMENT**  
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**Terms and Conditions of Opt Out**

1. A Qualifying Customer must provide Opt Out Notice to Company on or before June 1, 2014 in order to opt out effective July 1, 2014, at which time DSMA Opt Out Charges will apply to such Customer. The Opt Out Notice shall include: 1) a statement indicating the Qualifying Customer's unequivocal desire to discontinue participation in Company's EE Program; 2) a list of all sites (and all accounts at such site) for which the Qualifying Customer intends to opt out; and 3) a statement confirming that the signatory has the authority to make the opt out decision for Customer.
2. Qualifying Customers providing Opt Out Notice after June 1, 2014 but before November 15, 2014, will be eligible to opt out effective January 1, 2015. After November 15, 2014, Qualifying Customers shall provide Opt Out Notice to Company by November 15<sup>th</sup> of each year in order to opt out of participation in EE Programs effective January 1<sup>st</sup> of the following year. Beginning in 2015, Qualifying Customers may opt out only with an effective date of January 1<sup>st</sup> of any subsequent year.
3. Qualifying Customer may identify and opt out all non-residential accounts receiving service at any Single Site where Qualifying Load has been determined. All non-residential accounts will be opted out at the Single Site of the Qualifying Load account, provided Qualifying Customer has provided timely notice as described in 1 and 2 above. A Qualifying Customer that opts out may not participate in programs funded by EE Program Costs at the Single Site subject to the opt out.
4. Once a customer is determined by Company to be a Qualifying Customer and has opted out of EE Programs, Company shall not revoke such Customer's opt out status at a later date and such Customer shall not be required to renew its Opt Out Notice. If Customer who has opted out elects to opt back in to participation in Company EE Program, such Customer must be re-qualified to opt out again.

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**APPENDIX B**  
**DEMAND SIDE MANAGEMENT ADJUSTMENT**  
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5. New customers signing a demand contract of greater than one (1) megawatt via at least one meter on a Single Site may complete an opt out form provided by Company to opt out of the EE Program immediately. New customers who do not sign a demand contract must demonstrate Qualifying Load in an Opt Out Notice provided to Company by November 15<sup>th</sup>, as described above.

6. A Qualifying Customer who has opted out may opt in again ~~at any point during the year~~ by providing notice. ~~In order to opt in, such Customer shall complete an Opt In form provided by the Company or provide written notice to Company in substantially the same format as the form provided by Company. The Opt In Notice shall include: 1) a statement indicating Customer's unequivocal desire to participate in Company's EE program; 2) a list of all sites (and all accounts at such site) for which Customer intends to opt in; 3) a statement that Customer understands that by opting in, Customer is required to participate in the EE Program for at least three years and pay related costs, including lost margins and incentives; and 4) a statement confirming that the signatory has the authority to make the Opt In decision for Customer. The opt in shall be effective the next billing cycle following the notice. Requests to opt in received less than five business days prior to the next billing cycle will be effective one month later.~~

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7. Qualifying Customers who, after opting out, opt in to participation into Company's EE Program shall participate for at least three years and may only opt out effective January 1st of the year following the third year of participation. If Qualifying Customer elects to opt out again before the end of the three year period, it may do so, but such Customer remains responsible for and must continue to pay charges that include all EE Program Costs, including lost margins for the remainder of the three year period. If a Qualifying Customer who opted in chooses to opt out again at the end of the three year period, then that Customer shall be responsible for all EE Program Costs, including lost margins, as outlined for other customers who have opted out of the EE Program as of the same date.

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**DEMAND SIDE MANAGEMENT ADJUSTMENT**  
(Continued)

8. Qualifying Customers who have opted out remain responsible for EE Program Costs and lost margins that accrued or were incurred or relate to EE Program investments made before the date on which the opt out is effective, regardless of the date on which the charges are actually assessed. Such EE Program Costs may include: 1) costs related to evaluation, measurement, and verification ("EM&V") required on projects completed while the Qualifying Customer was participating in Company's EE Program, but conducted subsequent to the effective date of Qualifying Customer's opt out; and 2) costs required by contracts executed prior to July 1, 2014 but incurred after the date of the Qualifying Customer's opt out. However these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer who opts out shall not be responsible for any EE Program Costs (such as the payment of energy efficiency rebates or incentives) incurred following the effective date of its opt out, except for incentives or rebates that are paid on applications that have not closed out as of the effective date of its opt out. A Qualifying Customer who opts out shall be responsible for lost margins associated only with measures that were installed prior to the effective date of the Qualifying Customer's opt out.
  
9. As of the effective date of the opt out in 2014 or January 1 of any subsequent year, the Qualifying Customer who has opted out is no longer eligible to participate in any EE Programs for the account(s) identified in the Opt Out Notice, including receiving incentive payment for projects previously approved but not yet complete as of the effective date of the opt out.

Effective: Deleted: April 20, 2022

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## APPENDIX C CLEAN ENERGY COST ADJUSTMENT

### APPLICABILITY

The Clean Energy Cost Adjustment (CECA) shall be applicable to all Rate Schedules as reflected in the CECA Rates section below.

### DESCRIPTION

The CECA shall recover Clean Energy Investments, as approved by the Commission, as follows:

- (1) Company's costs and expenses incurred during the construction and operation of clean energy projects pursuant to Ind. Code Ch. 8-1-8.8.

The CECA shall be calculated annually for each Rate Schedule as follows:

$$CECA = \frac{[(RR1 + RR2 + V) \times \text{Rate Schedule Allocation Percentage}]}{\text{Rate Schedule Sales Quantities}}$$

Where:

**RR1** is the Revenue Requirement on eligible Public Utility Property<sup>1</sup> Clean Energy Investments as follows:

- (a) The Annualized Return on the Net Plant Balance of eligible Clean Energy Investments, inclusive of deferred Post In-Service Carrying Costs (PISCC); plus
- (b) Incremental Depreciation Expense on in-service qualified CECA Investments; plus
- (c) Incremental Operation & Maintenance expenses associated with Clean Energy Investments; plus
- (d) Amortization of Deferred Operation & Maintenance expenses associated with Clean Energy Investments; plus
- (e) Amortization of Deferred Depreciation Expense on in-service qualified CECA Investments; plus
- (f) Amortization of Deferred PISCC on qualified CECA Investments; plus
- (g) Associated Taxes including Property Taxes; less
- (h) Investment Tax Credit (ITC) Amortization Credits; less
- (i) Proceeds from the sale of Renewable Energy Credits associated with qualified Clean Energy Investments.

**RR2** is the Revenue Requirement on eligible Non-Public Utility Property<sup>2</sup> Clean Energy Investments ("qualifying projects"), calculated as follows:

Effective:

Deleted: April 20, 2022

<sup>1</sup> Public Utility Property – Under internal revenue code investment tax credit normalization rule definitions, a facility must meet three requirements to be considered public utility property. (1) It must be used predominantly in the trade or business of the furnishing or sale of inter alia, electric energy; (2) The rates for such furnishing or sale must be established or approved by a State or political subdivision thereof, any agency or instrumentality of the United States, or by a public service or public utility commission or similar body of any State or political subdivision thereof; and (3) The rates so established or approved must be determined on a rate-of return- basis.

<sup>2</sup> Non-Public Utility Property – Any property not meeting the definition of public utility property as outlined herein is non-public utility property.

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**APPENDIX C**  
**CLEAN ENERGY COST ADJUSTMENT**  
(Continued)

- (a) Approved levelized rate is multiplied by the approved production baseline for a qualifying project beginning on its in-service date.
- (b) In the event that actual annual production from the qualifying project for a three-year period is less than 90% of the established annual production baseline (not the result of a force majeure event – e.g. and without limitation, tornado, lightning damage, fire, earthquake, acts of state or governmental action impeding performance), the Company shall credit the CECA in the next annual filing in the amount of the approved levelized rate multiplied by the difference between the rolling three-year period actual annual production and the established annual production baseline threshold at 90%.  
In the event that actual annual production from a qualifying project for a rolling three-year period is greater than 110% of the production baseline for a rolling three year-period, the Company shall include as a recoverable cost in the CECA in the next annual filing the amount of the levelized rate multiplied by the difference between the rolling three-year period actual annual production and production baseline threshold at 110%.

V is the variance from the applicable prior period reconciliation, with any differences being reflected as a charge or credit in a subsequent CECA.

**Rate Schedule Allocation Percentage** is the proportion of the CECA applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the CECA Rates section below.

**Rate Schedule Quantities** are the estimated billing determinant quantities for each Rate Schedule for the projection period.

The calculated CECA rates shall be further modified to include the impact of revenue-based tax charges.

**CECA RATES**

Rate Schedule	4CP Allocation Percentage	Charge Adjusted	CECA Rate (\$ per kWh)
RS	38.3107%	Energy	\$0.001489
B	0.1295%	Energy	\$0.000956
SGS	1.4210%	Energy	\$0.001241
DGS/MLA	23.7110%	Energy	\$0.001261
OSS	1.4935%	Energy	\$0.001001
LP	32.6662%	Energy	\$0.000768
BAMP	1.4112%	Energy	\$0.000945
HLF	0.8569%	Energy	\$0.000616

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**APPENDIX D**  
**OTHER CHARGES**

**Late Payment Charge:**

If Customer does not pay a Bill for Electric Service on or before the gross payment due date, Customer shall be assessed a Late Payment Charge of three percent (3%) of such Bill.

**Reconnect Charge:**

When Electric Service is discontinued (1) at the request of Customer, (2) for nonpayment of a Bill, (3) when authorized by Company's General Terms and Conditions or the Commission's Regulations, or (4) for any reason beyond the control of Company, and a reestablishment of Electric Service is required by Customer, Customer shall be charged a Reconnect Charge to cover a part of the cost of discontinuance and reestablishment of Electric Service. Such charge shall be forty dollars, ~~(\$40.00)~~ at the meter. Also, an additional charge of one hundred and sixty-seven dollars and fifty-one cents (\$167.51) shall be charged for reconnection of Electric Service at the pole or transformer, when the original disconnection at the pole or transformer was due to Customer's failure to provide access to the meter. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge.

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**After Hours Charge:**

When Electric Service is connected, reconnected or disconnected after normal business hours at Customer's request, Customer shall be charged an After Hours Charge of fifty-four dollars and nineteen cents (\$54.19) in addition to any other applicable charges for each connection, reconnection or disconnection.

**Returned Payment Charge:**

For each payment of Customer returned by any financial institution, Customer may be charged twenty-four dollars and sixty-three cents (\$24.63) to cover a part of the cost of processing such transaction.

**Investigation Charge:**

When Company detects fraudulent, deceptive, or unauthorized use or tampering of Company's measuring equipment or other service facilities, Company may assess a minimum investigation charge of one hundred and three dollars and forty-six cents (\$103.46) per occurrence. Customer may also be responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of additional investigation, field calls, meter testing and cost of effecting repairs necessitated by such use and/or tampering.

Effective: Deleted: July 1, 2022

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**APPENDIX E**  
**ENVIRONMENTAL COST ADJUSTMENT**

**APPLICABILITY**

The Environmental Cost Adjustment ("ECA") shall be applicable to all Customers on the Rate Schedules set forth in the ECA Rates section below.

**DESCRIPTION**

The ECA shall recover, as approved by the Commission:

- (1) ~~Any projects approved to be recovered through the ECA~~

**Reconciliation**

Company's actual ECA costs shall be reconciled annually with actual ECA recoveries, with any differences being reflected as a charge or credit in a subsequent ECA.

**Allocation Percentages**

ECA costs shall be allocated to the Rate Schedules based on the percentages shown in the ECA Rates section below.

~~Deleted: <#>In Cause No. 45052, recovery of costs associated with Company's Culley 3 Project pursuant to Ind. Code § 8-1-8.4-7.¶~~  
~~In Cause No. 45052, recovery of costs associated with Company's MATS Projects pursuant to Ind. Code § 8-1-8.4-7.¶~~  
~~In Cause No. 45280, recovery of costs associated with Company's Brown Pond Project pursuant to Ind. Code § 8-1-8.4-7.¶~~  
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**ECA RATES**

The ECA shall be applied to each kWh of electric usage as applicable. The current ECA rates and charges by Rate Schedule are set forth below:

Rate Schedule	<del>4CP</del> Allocation Percentage	Charge Adjusted	ECA Rate (\$ per kWh)
RS	<del>38.3107%</del>	Energy	\$0.000000
B	<del>0.1295%</del>	Energy	\$0.000000
SGS	<del>1.4210%</del>	Energy	\$0.000000
DGS/MLA	<del>23.7110%</del>	Energy	\$0.000000
OSS	<del>1.4935%</del>	Energy	\$0.000000
LP	<del>32.6662%</del>	Energy	\$0.000000
BAMP	<del>1.4112%</del>	Energy	\$0.000000
HLF	<del>0.8569%</del>	Energy	\$0.000000

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Effective: ~~Deleted: August 31, 2022~~

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**APPENDIX F**  
**SECURITIZATION OF COAL PLANTS (SCP)**

**APPLICABILITY**

This Tariff sets out the rates and terms and conditions under which the Securitization of Coal Plants (SCP) charges will be billed and collected by Company, any successor servicer(s) or collection agents billing or collecting SCP on behalf of SIGECO Securitization I, LLC (SPE). The SCP charge was authorized by the Financing Order (Order) approved by the Commission in Cause No. 45722 on January 4, 2023. Pursuant to terms of the Order and the requirements of Ind. Code § 8-1-40.5-1 *et. seq.*, all of the Company's rights under the Order, including the right to bill and collect the SCP, were transferred to the SPE in connection with the issuance of transition bonds. The rights transferred to the SPE are securitization "property" of the SPE (as defined in Ind. Code 8-1-40.5 9). On the effective date of SCP, the Company will act as servicer on behalf of the SPE to bill, collect, receive and adjust SCP charges imposed pursuant to SCP. However, the SPE may select another party to serve as servicer or the Company may resign as servicer in accordance with the terms and subject to the conditions of the Servicing Agreements and the Order. A successor servicer selected under these conditions will assume the obligations of the Company as servicer under SCP. As used in SCP, the term "Servicer" includes any successor servicer. All actions by the Company under this SCP, including collection of SCP charges, will be undertaken solely in its role as servicer under the Servicing Agreement between the Company and the SPE dated as of June 29, 2023.

The SCP charge shall apply to all Customer metered consumption for existing and future Company Tariff Rates located within the certificated service area of Company as such service area existed on May 10, 2022. Existing and future Tariff Rates are inclusive of the Tariff's General Terms and Conditions Applicable to Electric Service.

**CHARACTER OF SCP CHARGES**

SCP Charges are non-bypassable. Individual end-use retail customers are responsible for paying SCP Charges billed to them in accordance with the terms of SCP whether the charges are billed directly by Servicer or are included in the bills submitted to the customer by another entity. Payment is to be made to the entity that bills the customer in accordance with the terms of the Servicing Agreement and the Order. The billing entity may be the Company or a successor servicer.

The SCP Charges are separate charges to be paid in addition to any other applicable charges for services received. Although the SCP Charges are separate charges, they may be included within other charges of the billing entity.

Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

Effective: Deleted: June 29, 2023

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**APPENDIX F**  
**SECURITIZATION OF COAL PLANTS (SCP)**  
(Continued)

**TERM**

SCP is effective beginning on the date the transition bonds are issued. SCP will remain in effect as provided in the Order until the SCP Charges collected and remitted to the SPE are sufficient to satisfy all obligations of the SPE to pay principal and interest on the transition bonds (as due over the 17-year term of the transition bonds) and to pay all other qualified costs as provided in the Order. However, in no event with the SCP Charges be billed for service after 20 years from issuance of the transition bonds, or sooner if the transition bonds are paid in full at an earlier date. This SCP is irrevocable.

**SCP ALLOCATION FACTORS**

The initial Generation Demand Allocation Percentage ("SCP Allocations") for each Rate are set out below. These initial SCP Allocation factors will remain in effect throughout the life of the transition bonds unless a modification is made pursuant to the allocation adjustment provisions set forth below in this SCP:

Rate	
Lighting (SL & OL)	0.40% Sales
	Generation Demand Allocation Percentage
RS	38.3107%
B	0.1295%
SGS	1.4210%
DGS/MLA	23.7110%
OSS	1.4935%
LP	32.6662%
BAMP	1.4112%
HLF	0.8569%

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**SCP ALLOCATION ADJUSTMENT**

The SCP Allocations will be subject to adjustment using the procedures in this Section. The SCP Allocations may be revised as part of a base rate proceeding to reflect the cost allocations approved as part of the base rate proceeding. The SCP Allocations may also be revised in a separately docketed proceeding when necessary to avoid unreasonable rates to customers in customer classes that have experienced material changes in electric load or in the number of customers. Any changes to the SCP Allocations must ensure that the SCP charge (a) preserves the rating of the securitization bonds; and (b) does not impair or reduce the total securitization charges.

Effective: Deleted: June 29, 2023

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**APPENDIX F**  
**SECURITIZATION OF COAL PLANTS (SCP)**  
 (Continued)

**SCP CHARGES**

Each year, not earlier than forty-five (45) days before the date (or subsequent anniversary) of the issuance of securitization bonds under the Order, and not later than the date (or subsequent anniversary) of the issuance of the securitization bonds, Company or successor servicer shall submit to the Commission an application to do the following: (1) Correct any over collections or under collections of securitization charges during the twelve (12) months preceding the date of the filing of Company's application under Ind. Code § 8-1-40.5-12(c). For the annual review, the electric utility shall correct for any over collections or under collections of securitization charges during those months: (A) that precede the date of the filing of the Company's application under Ind. Code § 8-1-40.5-12(c); and (B) in which securitization charges were collected. (2) Ensure, through proposed securitization charges, as set forth by the electric utility in the application, the expected recovery of amounts sufficient to timely provide all payments of debt service of securitization bonds and other required amounts and charges in connection with the securitization bonds (the "True-Up").

All annual and interim adjustments will be designed to cause (i) the outstanding principal balance of the transition bonds to be equal to the scheduled balance on the expected amortization schedule; (ii) the amount in the capital subaccount to be equal to the required capital plus any investment earnings on amounts in the capital subaccount to the extent that the investment earnings have not been released to the SPE and (iii) the reserve subaccount to be zero by the payment date immediately preceding the next adjustment or by the final payment date, if the next payment date is the final payment date.

In addition, True-Ups are permitted more frequently at any time the Company or subsequent servicer determines that a True-Up is needed for this purpose. The True-Up beginning period will be the date immediately subsequent to the previous True-Up ending period. SCP charges shall be calculated in the manner set forth below in accordance with the terms of the Order:

	True-Up Period's Actual SCP Revenue Requirement	
Less	True-Up Period's Actual SCP Revenue	
		True-Up Period's Actual SCP (Over)/Under Recovery
Equals		
Plus	Next Period Securitization's SCP Revenue Requirement	
Equals		Next Period's Total SCP Charge

Effective: Deleted: June 29, 2023

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**APPENDIX F**  
**SECURITIZATION OF COAL PLANTS (SCP)**  
(Continued)

The Next Period's Total Securitization Charge is first allocated to dedicated current and any future lighting rates (currently rates SL and OL) based on their kWh to the Company's total kWh. The remaining Next Period's Total Securitization Charge is then allocated to individual rates based on the Generation Demand Allocation. The resultant Next Period's Total Securitization Charge is divided by the Next Period's Effective Forecast Sales to arrive at SCP per kWh Charge.

**SCP CHARGE**

<u>Rate</u>	<u>Charge</u>	<u>SCP Rate</u> <u>(\$ per kWh)</u>
Lighting (SL & OL)	Energy	\$0.007220
	Generation Demand Allocation Percentage	
RS	Energy	\$0.009040
B	Energy	\$0.006030
SGS	Energy	\$0.009540
DGS/MLA	Energy	\$0.009390
OSS	Energy	\$0.009230
LP	Energy	\$0.004230
BAMP	Energy	**
HLF	Energy	**

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\*\* Confidential – source Cause No. 45722, workpaper MAR WP-1

Effective: Deleted: June 29, 2023

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**APPENDIX F**  
**SECURITIZATION OF COAL PLANTS (SCP)**  
(Continued)

**SCP MINIMUM CHARGE**

The SCP per kWh will be applied to the Customer's metered kWh for the billing period to arrive at the Initial SCP Charge. For those applicable rates the Actual SCP Charge will be the greater of the Initial SCP Charge and the SCP Minimum Charge designated below.

	SCP Minimum Monthly Charge
RS	\$3.34
B	n/a
SGS	\$0.16
DGS/MLA/OSS	\$4.05
LP	n/a
BAMP	n/a
HLF	n/a

**GENERAL**

In the event that any Order of the Commission relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Effective: Deleted: June 29, 2023

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**APPENDIX H**  
**SECURITIZATION ADIT CREDIT (SAC)**

**APPLICABILITY**

The Securitization ADIT Credit (SAC – Securitization “Accumulated Deferred Income Tax” Credit) shall apply to all Customer metered energy for existing and future Company Tariff Rates beginning with and through the term of the Securitization of Coal Plants, Appendix F. The Securitization ADIT Credit is defined in the January 4, 2023 Financing Order (Order), issued by the Commission in Cause No. 45722. Existing and future Tariff Rates are inclusive of the Tariff’s General Terms and Conditions Applicable to Electric Service.

**SAC ALLOCATION FACTORS**

The initial Generation Demand Allocation Percentage (“SAC Allocations”) for each Rate are set out below. These initial SAC Allocation factors will remain in effect throughout the life of the securitization bonds unless a modification is made pursuant to the allocation adjustment provisions set forth below in this SAC:

<u>Rate</u>	
Lighting (SL & OL)	0.40% Sales
	Generation Demand Allocation Percentage
RS	<del>38.3107%</del>
B	<del>0.1295%</del>
SGS	<del>1.4210%</del>
DGS/MLA	<del>23.7110%</del>
OSS	<del>1.4935%</del>
LP	<del>32.6662%</del>
BAMP	<del>1.4112%</del>
HLF	<del>0.8569%</del>

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**SAC ALLOCATION ADJUSTMENT**

The SAC Allocations will be subject to adjustment using the procedures in this Section. The SAC Allocations may be revised as part of a base rate proceeding to reflect the cost allocations approved as part of the base rate proceeding. The SAC Allocations may also be revised in a separately docketed proceeding when necessary to avoid unreasonable rates to customers in customer classes that have experienced material changes in electric load or in the number of customers. Any changes to the SAC Allocations must ensure that the SAC charge (a) preserves the rating of the securitization bonds; and (b) does not impair or reduce the total securitization charges.

Effective: Deleted: June 29, 2023

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**APPENDIX H**  
**SECURITIZATION ADIT CREDIT (SAC)**  
 (Continued)

**TRUE UP FOR SECURITIZATION ADIT CREDIT**

CEI South shall submit to the Commission a SAC application in conjunction with the Appendix F, Securitization of Coal Plants (SCP) application. The SAC application shall (1) Correct any over collections or under collections of SAC during the twelve (12) months preceding the date. For the annual review, the electric utility shall correct for any over collections or under collections of SAC during those months: (A) that precede the date of the application and (B) in which SAC were collected. (2) Ensure, through the proposed SAC, as set forth by the electric utility in the application, the expected recovery of amounts (the "True-Up").

In addition, True-Ups are permitted more frequently than annually, at any time for which the SCP application is filed. The SAC True-Up beginning period will be the date immediately subsequent to the previous True-Up ending period. SAC charges shall be calculated in the manner set forth below in accordance with the terms of the Order:

	True-Up Period's Actual SAC Revenue Requirement	
Less	True-Up Period's Actual SAC Revenue	
		True-Up Period's Actual SAC (Over)/Under Recovery
Equals		
		Next Period Securitization's SAC Revenue Requirement
Plus		Next Period's Total SAC
Equals		

The Next Period's Total Securitization ADIT Credit is first allocated to dedicated current and any future lighting rates (currently rates SL and OL) based on their kWh to the Company's total kWh. The resultant rate's Next Period's Total SAC is then allocated to individual rates based on the Generation Demand Allocation. The resultant rate's Next Period's Total SAC is divided by the rate's Next Period's Forecast Sales to arrive at rate's SAC per kWh Charge.

Effective: Deleted: June 29, 2023

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**APPENDIX H**  
**SECURITIZATION ADIT CREDIT (SAC)**  
(Continued)

**SECURITIZATION ADIT CREDIT (SAC)**

Rate	Credit	SAC Rate (\$ per KWh)
Lighting (SL & OL)	Energy	\$(0.000836)
	Generation Demand Allocation Percentage	
RS	Energy	\$(0.001060)
B	Energy	\$(0.000663)
SGS	Energy	\$(0.001061)
DGS/MLA	Energy	\$(0.001048)
OSS	Energy	\$(0.001010)
LP	Energy	\$(0.000458)
BAMP	Energy	**
HLF	Energy	**

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\*\* Confidential – source Cause No. 45722, workpaper MAR WP-1

**GENERAL**

In the event that any Order of the Commission relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Effective: Deleted: June 29, 2023

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## APPENDIX I MISO COST AND REVENUE ADJUSTMENT

### APPLICABILITY

The MISO Cost and Revenue Adjustment (MCRA) shall be applicable to all Rate Schedules as reflected in the MCRA Rates section below.

### DESCRIPTION

The MCRA shall be calculated annually for each Rate Schedule as follows:

$$MCRA = \frac{[(NFC - MRA) \times \text{Rate Schedule Allocation Percentage}]}{\text{Rate Schedule Quantities}}$$

Where:

**NFC** is the Non-Fuel Costs described below.

**MRA** is the MISO Revenues Amount described below.

**Rate Schedule Allocation Percentage** is the proportion of the MCRA amount applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the MCRA Rates section below.

**Rate Schedule Quantities** are the estimated quantities of billing determinants for each Rate Schedule for the projection period.

The calculated MCRA rates shall be further modified to allow the recovery of revenue-based tax charges.

The actual MCRA amounts passed back to or recovered from customers for each period shall be reconciled with MCRA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in a subsequent MCRA filing.

Effective:

Deleted: July 1, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**APPENDIX I**  
**MISO COST AND REVENUE ADJUSTMENT**  
(Continued)

NON-FUEL COSTS (NFC)

The Non-Fuel Component shall be calculated annually for each Rate Schedule as follows:

$$NFC = \text{MISO Charges} \text{ minus } \text{Base Rate Amount}$$

where:

MISO Charges are the amount of the recoverable MISO costs, calculated as follows:

- (a) Schedule 1 – Scheduling, System Control and Dispatch Services, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (b) Schedule 2 – Reactive Power costs charged by independent generators in CEI South’s control area; plus
- (c) Schedule 9 – Network Integration Transmission Service, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (d) Schedule 10 – ISO Cost Recovery Adder and Schedule 10-FERC – FERC Annual Charges Recovery, or successor provisions, of the Midwest OATT, or successor tariff for the MISO; plus
- (e) Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (f) Schedule 17 – ~~Energy Market Support Cost Recovery Adder~~, or a successor provision of the MISO OATT, or any successor tariff for the MISO; plus
- (g) Schedule 24 – Control Area Operator Cost Recovery, or a successor provision of the MISO OATT, or any successor tariff for the MISO; plus
- (h) Schedule 26 – Network Upgrade Charge from MISO Transmission Expansion Plan, plus
- (i) Costs that are not otherwise recovered by MISO through other charges and are socialized for recovery from all market participants including Company (“uplift costs”), including the Real Time Revenue Neutrality Uplift Amount, Real Time Schedule 49, Real Time MVP Distribution Amount, and the Real Time Miscellaneous Amount billed by MISO.

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Base Rate Amount is a prorated portion of the base rate level of MISO Charges (annual amount of ~~\$4,449,276~~).

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Effective:

Deleted: April 20, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**APPENDIX I**  
**MISO COST AND REVENUE ADJUSTMENT**  
(Continued)

**MISO REVENUES AMOUNT (MRA)**

The MISO Revenues Amount shall be the transmission revenues received for the period from the application of MISO's transmission rates to wholesale loads that sink within Company's control area less a prorated portion of the base level of such transmission revenues (annual amount of \$1,349,242). If actual annual transmission revenues are less than \$1,349,242, the Company shall not recover the shortfall and the MRA shall be zero.

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**BAMP RATE TRANSMISSION REVENUES AMOUNT**

The BAMP Rate Backup Transmission Revenue amount included in base rates is \$4,355,052. Actual BAMP Backup Transmission Service revenue over collection from \$4,355,052 shall be refunded and under collected BAMP transmission revenue shall be recovered through the MCRA Adjustment.

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**MCRA RATES**

Rate Schedule	Modified CP Allocation Percentage	Charge Adjusted	MCRA Rate (\$ per kW or kVa)	MCRA Rate (\$ per kWh)
RS	35.8580%	Energy		\$0.000708
B	0.1212%	Energy		\$0.000455
SGS	1.3301%	Energy		\$0.000590
DGS/MLA	22.1930%	Energy		\$0.000599
OSS	1.3979%	Energy		\$0.000476
LP	30.5749%	Demand	\$0.178	
BAMP - Base	1.3208%	Demand	\$0.007	
BAMP - Backup	6.4022%	Demand	\$0.001	
HLF	0.8020%	Demand	\$0.228	

Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
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### APPENDIX J RELIABILITY COST AND REVENUE ADJUSTMENT

**APPLICABILITY**

The Reliability Cost and Revenue Adjustment (RCRA) shall be applicable to all Rate Schedules as reflected in the RCRA Rates section below.

**DESCRIPTION**

The RCRA shall be calculated annually for each Rate Schedule as follows:

$$\frac{(\text{Reliability Costs} - \text{Reliability Revenues}) * \text{Rate Schedule Reliability Allocation Percentage}}{\text{Rate Schedule Quantities}}$$

**Reliability Costs** is the sum of the following:

- a. The non-fuel cost of Purchased Power during the period minus the base rate level of Purchased Power non-fuel costs (annual amount of ~~\$20,583,262~~), plus
- b. The cost of Interruptible Sales billing credits ~~and DR aggregator payments~~ for the period minus the base rate level of Interruptible Sales billing credits (annual amount of ~~\$725,000~~).
- c. The cost of Environmental Emission Allowances (EEAs) used by retail customers during the period minus the base rate level of EEA expense (annual amount of ~~\$3,519,952~~).

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**Reliability Revenues** is the sum of the following:

- a. Wholesale Power Marketing sales (annual amount of ~~\$21,723,254~~) for the period, plus
- b. The retail portion of the margin from EEA sales (net of costs) for the period, plus
- c. ~~The BAMP Rate Backup Generation Capacity Services revenue base rate amount of \$201,960.~~

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- Deleted:** base level of \$7,500,000
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- Deleted:** <#>The margin from Municipal Wholesale sales for the period, plus¶
- Deleted:** BAMP Rate Fixed Cost Revenue less BAMP Transmission Revenues included in the MCRA minus the RCRA base rate level of \$4,174,601

**Rate Schedule Allocation Percentage** is the proportion of the RCRA amount applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the RCRA Rate section below.

**Rate Schedule Quantities** are the estimated quantities of Energy Sales for each Rate Schedule for the upcoming period.

Effective: ~~April 20, 2022~~

Southern Indiana Gas and Electric Company D/B/A  
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**APPENDIX J**  
**RELIABILITY COST AND REVENUE ADJUSTMENT**  
(Continued)

The RCRA rates as calculated above shall be further modified to include the impact of applicable revenue taxes.

The actual RCRA amounts passed back to or recovered from customers for each period shall be reconciled with RCRA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in the subsequent RCRA filing.

**RCRA RATES**

Rate Schedule	<del>4CP</del> Allocation Percentage	Charge Adjusted	RCRA Rate (\$ per kWh)
RS	<del>38.3107%</del>	Energy	<del>\$0.004273</del>
B	<del>0.1295%</del>	Energy	<del>\$0.002745</del>
SGS	<del>1.4210%</del>	Energy	<del>\$0.003563</del>
DGS/MLA	<del>23.7110%</del>	Energy	<del>\$0.003620</del>
OSS	<del>1.4935%</del>	Energy	<del>\$0.002872</del>
LP	<del>32.6662%</del>	Energy	<del>\$0.002270</del>
BAMP	<del>1.4112%</del>	Energy	<del>\$0.003424</del>
HLF	<del>0.8569%</del>	Energy	<del>\$0.001767</del>

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Effective: ~~Deleted: November 1, 2022~~

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**APPENDIX K**  
**TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM**  
**IMPROVEMENT CHARGE**

**APPLICABILITY**

The Transmission, Distribution, and Storage System Improvement Charge ("TDSIC") shall be applicable to all Customers on the Rate Schedules set forth in the TDSIC Charges section below.

**DESCRIPTION**

The TDSIC shall include, as approved by the Commission:

- (1) In Cause No. 44910, recovery of costs associated with Company's TDSIC Plan ("TDSIC 1.0") as provided in Ind. Code Ch. 8-1-39 for the purposes of safety, reliability, system modernization, or economic development.

**Reconciliation**

Company's actual TDSIC costs shall be reconciled semi-annually with actual TDSIC recoveries, with any differences being reflected as a charge or credit in a subsequent TDSIC.

**Allocation Percentages**

TDSIC costs shall be allocated to the Rate Schedules based on the percentages approved in Cause No. 44910.

Rate Schedule	Transmission Allocation Percentage	Distribution Allocation Percentage
RS	33.46%	54.67%
B	0.10%	0.36%
SGS	1.21%	2.57%
DGS/MLA	21.31%	24.28%
OSS	1.61%	1.84%
LP/BAMP	40.70%	15.28%
HLF	1.56%	0.12%
SL/OL	0.05%	0.89%

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~~Deleted: In Cause No. 45722, credits associated with the accelerated amortization of Excess Accumulated Deferred Income Taxes ("Credits for Accelerated EADIT") associated with the issuance of securitization bonds related to the retirement of A.B. Brown Units 1 and 2.~~

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Effective:

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**APPENDIX K**  
**TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM**  
**IMPROVEMENT CHARGE**

(Continued)

**TDSIC CHARGES**

The TDSIC shall be applied to each customer or kW/kVa or kWh of electric usage, as applicable. The current TDSIC rates and charges by Rate Schedule are set forth below:

<u>Rate Schedule</u>	<u>\$ per Month</u>	<u>\$ per kW or kVa</u>	<u>\$ per kWh</u>
RS	<del>\$0.00</del>		<del>\$0.000000</del>
B	<del>\$0.00</del>		<del>\$0.000000</del>
SGS	<del>\$0.00</del>		<del>\$0.000000</del>
DGS/MLA		<del>\$0.000</del>	
OSS		<del>\$0.000</del>	
LP		<del>\$0.000</del>	
LP-TVD		<del>\$0.000</del>	
BAMP		<del>\$0.000</del>	
HLF		<del>\$0.000</del>	
SL/OL (1)	<del>\$0.00</del>		

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(1) The TDSIC Charge for Rate Schedule SL/OL is stated in \$ per month per lighting fixture.

Effective: ~~Deleted: July 10, 2023~~

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**APPENDIX L**  
**TAX ADJUSTMENT RIDER**

**APPLICABILITY**

The Tax Adjustment Rider ("TAR") shall be applicable to all Customers on the Rate Schedules set forth in the TAR Charges section below.

**DESCRIPTION**

The TAR shall include, as approved by the Commission:

- (1) In Cause No. 45722, credits associated with the accelerated amortization of Excess Accumulated Deferred Income Taxes ("Credits for Accelerated EADIT") associated with the issuance of securitization bonds related to the retirement of A.B. Brown Units 1 and 2.
- (2) In Cause No. 45032 S21, credits associated with the amortization of Excess Accumulated Deferred Income Tax ("Credits for EADIT") liability resulting from the Tax Cuts and Jobs Act of 2017.
- (3) In Cause No. xxxxx, reflects net difference of the Corporate Alternative Minimum Tax ("CAMT") carryforward in base rates and the current balance of the CAMT carryforward times the Company's cost of capital approved in Cause No. xxxxx.
- (4) In Cause No. xxxxx includes production tax credits ("PTCs") from renewable resources that are a result of the Inflation Reduction Act ("IRA").
- (5) In Cause No. xxxxx, includes regulatory liability for Indiana State EADIT, resulting from the implementation of a gradual period decrease of the Indiana corporate income tax by the Indiana General Assembly between 2012 and 2021.

**Reconciliation**

Company's actual TAR shall be reconciled annually with actual TAR recoveries, with any differences being reflected as a charge or credit in a subsequent TAR.

**Allocation Percentages**

Charges and Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. xxxxx, shown in the TAR RATES section below.

**TAR RATES**

The TAR shall be applied to each customer or kW/kVa or kWh of electric usage, as applicable. The current TAR rates by Rate Schedule are set forth below:

Rate Schedule	Allocation Percentage	Per Month Per Fixture	\$ per kW or kVa	\$ per kWh
RS	43.38%			\$(0.002751)
B	0.23%			\$(0.002773)
SGS	1.76%			\$(0.002509)
DGS/MLA	24.51%		\$(0.731)	
OSS	1.02%		\$(0.317)	
LP	26.95%		\$(0.503)	
BAMP	0.96%		\$(0.082)	
HLF	0.60%		\$(0.547)	
SL/OL	0.61%	\$(0.18)		

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE CSP**  
**COGENERATION AND SMALL POWER PRODUCTION**

**APPLICABILITY**

The schedule of purchase prices set forth herein shall apply to owners of cogeneration or small power producing "qualifying facilities" as defined by the Commission, in Cause No. 37494, approved December 6, 1984. Prior to any purchase by Company, the qualifying facility must enter into a contractual agreement and must meet Interconnection Requirements specified below.

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**RATES FOR SALE OF ENERGY AND CAPACITY**

If the qualifying facility desires to purchase electric service from Company, the electric requirements for the qualifying facility shall be separately metered and billed in accordance with the applicable Rate Schedule.

**PURCHASE PRICES**

Company will pay for energy and capacity received from the qualifying facility on a monthly basis as follows:

**Energy Component:**

Prices paid are based on Company's avoided cost of energy associated with a one (1) megawatt decrement of load. The energy payment is expressed on a cents-per-kWh basis in Table 1 of this schedule.

Payments for energy are adjusted to reflect line losses, expressed as a percentage for the previous year. It is expected that the projected energy payment will vary as Company's actual fuel costs change. Energy rates listed in Table 1 will be revised on or before February 28<sup>th</sup> in each subsequent year in accordance with the Commission Cause No. 37494.

In the case of contracts for purchases of 72,000 Kilowatt-hours or more per month from a qualifying facility, the following factors may be considered and an appropriate adjustment made to the agreed purchase price in each contract:

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

Effective: Deleted: April 20, 2022

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**RATE CSP**  
**COGENERATION AND SMALL POWER PRODUCTION**  
(Continued)

**Capacity Component**

There shall be demand credit paid to qualifying facilities who can enter into a contract with Company to provide firm capacity for specified term. Capacity payments are expressed on a dollars per Kilowatt per month basis in Table 1 of this schedule. Capacity payments do not apply to existing Company retail customers.

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

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

Where:

F = Capacity payment adjustment factor

E<sub>p</sub> = Kilowatt-hours delivered to Company by the qualifying facility during the peak period defined as the period of time between Hour-ending 0700 EST through and including Hour-ending 2200 Hours EST Monday through Friday, excluding holidays.

**Deleted:** hours of 6:00 A.M. to 10:00 P.M. during weekdays, ...

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

T<sub>p</sub> = Number of hours in the peak period.

Company and a qualifying facility may negotiate a rate for energy or capacity which differs from the filed Rate CSP.

**Table 1**

ENERGY PAYMENT TO A QUALIFYING FACILITY <sup>(1)</sup>

Annual On-Peak	=	\$0.06497/kWh
Annual Off-Peak	=	\$0.05116/kWh

CAPACITY PAYMENT TO A QUALIFYING FACILITY

\$6.33 per kW Per Month

<sup>(1)</sup> On-Peak hours = Period of time between Hour-ending 0700 EST through and including Hour-ending 2200 Hours EST Monday through Friday,

Off-Peak hours = All other hours, including weekends and designated holidays

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Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE CSP**  
**COGENERATION AND SMALL POWER PRODUCTION**  
(Continued)

**CONDITIONS OF PURCHASE**

1. A qualifying facility, operating electric generating equipment, may connect in parallel with Company's system, providing the facility complies with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service. The Customer will provide, at Customer's expense, all necessary protective and synchronizing equipment.
2. The qualifying facility shall pay in advance of construction all costs estimated by Company for metering or other facilities necessary to provide for the energy purchase. Upon completion of the construction, Company will reconcile the actual costs with the advance payment and bill or credit the facility accordingly.
3. The qualifying facility shall operate its electric generating equipment in such a manner so as not to adversely affect Company's voltage waveform.
4. The qualifying facility shall permit Company at any time as it deems necessary to install or modify any equipment to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the facility's equipment. The facility shall reimburse Company for the cost of such installation or modification upon receipt of a statement from Company.
5. The qualifying facility shall permit Company's employees to enter upon its property at any reasonable time for the purpose of inspecting and/or testing its facilities to ensure their continued safe operation and the accuracy of Company's metering equipment, but such inspections shall not relieve the qualifying facility from its obligation to maintain the facilities in satisfactory operating condition.
6. The qualifying facility shall agree to indemnify Company and its employees against liability for any injuries or damages caused by the operation of the facility's equipment or by any failure of the facility to maintain its equipment in satisfactory and/or safe operating condition.
7. Company will require that a contract be executed which will detail meter reading and billing practices to be followed, as well as other technical and operating parameters for the qualifying facility's generation facilities.

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
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**RATE CSP**  
**COGENERATION AND SMALL POWER PRODUCTION**  
(Continued)

- 8. Qualifying facilities wishing to operate electric generating equipment in parallel with Company system and not sell electricity to Company shall abide by these Conditions of Purchase, including allowing Company to prevent the existing Company metering facilities from recording any flow of energy from the facility's generation into Company's system.
- 9. Company need not purchase or sell at the time of a system emergency.
- 10. The determination of whether or not a facility qualifies, as well as other terms and conditions of purchase and sale, shall be subject to and in accordance with the Commission's order approved December 6, 1984, in Cause No. 37494.
- 11. Company's standard terms and conditions shall apply to the purchase and sale of surplus energy and capacity, unless specifically superseded by the terms and conditions presented herein.

**INTERCONNECTION REQUIREMENTS**

- 1. Qualifying facility owner shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547-2018 or later, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The distributed generation facility shall comply with the applicable requirements of 170 IAC 4-4.3.
- 2. Qualifying facility owner owning and operating a generator system shall provide proof of liability insurance providing coverage against risks for which there is a reasonable likelihood of occurrence, as provided in 170 IAC 4-4.3-10. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
- 3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
- 4. Qualifying facility owner shall execute Company's standard Indiana Customer Generation Application for Interconnection form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute one form of acceptable proof.

Effective:

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Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-14

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**GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

**INTRODUCTION**

All Company Rate Schedules and these General Terms and Conditions are subject to such changes and modifications as may be made from time to time and approved by the Commission, or otherwise imposed by lawful authority, and any requirements hereunder at any time shall not be more stringent from Customer's point of view than those in the Rules and Regulations of such Commission that are in effect at that time. Except as stated herein, Company's provision of Electric Service shall be as described in the Commission's Regulations as may be revised from time to time.

**1. APPLICATION OF RATES**

(a) General.

- (1) A copy of all Rate Schedules, rules, and regulations under which service will be supplied is posted at Company's website, [www.CenterPointEnergy.com](http://www.CenterPointEnergy.com), under the drop-down menu "Explore", heading of "Utilities & Services", subheading of "Customer Information", then topic of "Rates", ~~select Southwestern Indiana, then SIGECO Electric Tariff.~~ A copy of same is available in the offices of Company and is also on file with the Commission.
- (2) An application in the form of Company's written, telephonic or electronic application for service, or a properly executed contract, and a service deposit, if applicable, as provided for in Rule 8 or Rule 19 hereof, may be required by Company before service will be provided. Company shall have the right to reject, for any valid reason, any application for service.
- (3) No promise, agreement, or representation of any agent or employee of Company shall be binding upon Company unless the same shall be incorporated in the application or contract for service.
- (4) The Rate Schedules of Company are based on service being rendered separately for each Premises and for the ultimate use in or on such separate Premises. Electric Service used by the same individual, firm, or corporation at different Premises will be delivered, measured, and billed separately as to each Premises.
- (5) If Electric Service is taken on more than one meter at the same Premises for the convenience of Customer each meter ~~may be billed separately.~~ Where Electric Service is taken on more than one meter at the same Premises for the convenience of Company or to meet legal requirements, the sum of the measurements of all such meters shall be used in calculating the Bill.
- (6) Company may refuse or disconnect Electric Service on account of arrearages due for Electric Service furnished to persons formerly receiving the same class of Electric Service at the same Premises as Customer of Company, if Customer continues to reside at such Premises requesting or receiving Electric Service.
- (7) Company may disconnect Electric Service to a Premises at which Applicant or Co-Applicant is currently receiving such Service on account of arrearages due for Electric Service furnished to Applicant or Co-Applicant at another Premises under the same class of Service, so long as the arrearages due at the former Premises have remained unpaid for a period of at least 45 days as provided for in 170 IAC 4-1-16(c) (1).

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**GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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(b) Combined Residential and Non-Residential Service

When the principal use of Electric Service applied to a residential dwelling is for residential purposes, but a small amount of energy will be used for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of the 120 volt, 30 Ampere branch circuit (or is less than 3,000 Watts capacity) and the non-residential consumption is less than the residential use on the Premises. When the non-residential equipment exceeds that above stated maximum limit, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate non-residential Rate Schedule, or the entire load will be billed under the appropriate non-residential rate.

(c) Choice of Rates

(1) Company will assist Customer in determining the Rate Schedule applicable to Customer's Electric Service requirements and which will give Customer the lowest annual cost for service. Where more than one Rate Schedule is available for the class of service requested, the choice of Rate Schedule lies with Customer. Company does not guarantee that Customer will be served under the most favorable Rate Schedule at all times, and no refund will be made representing the difference in charges between the Rate Schedule under which service has actually been rendered and another Rate Schedule applicable to the same class of service. Company will provide a copy of the Rate Schedules available to prospective and existing residential customers upon their request, as provided for in 170 IAC 4-1-18(B).

(2) Not more than one change in Rate Schedules will be made in any twelve-month period for any Customer under the provisions of this rule.

(d) Resale of Electric Energy

No electric energy shall be resold except: (i) such as may be furnished to other public utilities. or (ii) such as may be furnished for resale exclusively for the charging of plug-in electric vehicles as allowed by Ind. Code § 8-1-2-1.3. Electric energy supplied to Customer under any of Company's Rate Schedules shall be for the sole use of Customer.

(e) Apartment Buildings and Multiple Dwellings

Where residential service is supplied through one meter to a location containing two or more separate living quarters, the following shall apply:

(1) For Customers receiving service at the location on or prior to October 28, 1998 the service shall be classified as Residential, in which case, for billing purposes, the appropriate Residential Rate Schedule shall be applied on the basis of a single Customer.

(2) For Customers who begin receiving service after October 28, 1998 the service shall be classified as Non-Residential, in which case, for billing purposes, the appropriate General Service Rate Schedule shall be applied on the basis of a single Customer.

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(3) Customer may change its wiring at Customer's expense and arrange with Company, subject to Rule 19 (c), to separate the combined service and permit Company to install a separate meter for each separate living quarters. In each such case the readings of each meter shall be billed separately under Rate RS - Residential Service.¶
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(3) Customer may change its wiring at Customer's expense and arrange with Company, subject to Rule 19 (c), to separate the combined service and permit Company to install a separate meter for each separate living quarters. In each such case the readings of each meter shall be billed separately under Rate RS - Residential Service.

2. INTERRUPTIONS AND DAMAGES

Company will endeavor to furnish continuous service, but does not guarantee uninterrupted service, and shall not be liable for any damages which Customer may sustain by reason of the failure of the energy, or failure or reversal of phases, whether caused by accident, repairs or other uses; nor shall Company be liable for damages that may be incurred by the use of Customer's electrical appliances or equipment, or the presence of Company's property at Customer's Premises. Nor shall Company be liable for loss or damage occurring under or by virtue of the exercise of authority or regulation by governmental, military or lawfully established civilian agencies, or due to conditions or causes beyond Company's control.

3. DISCONNECTING SERVICE

Company may, at its option, discontinue service and remove any of its property on Customer's Premises without legal process:

(a) Notice will be given to Customers (i) at the expiration of Company's agreement with Customer; (ii) to facilitate repairs or replacements of the Company's meters or other property; (iii) for want of supply of electric energy. However, no notice will be required (iv) where fraudulent or unauthorized use of electricity is detected; (v) where Company's regulating or measuring equipment or other facilities have been tampered with; (vi) where a condition dangerous or hazardous to life, physical safety, or property exists; or (vii) in compliance with the order of any court, the Commission, or public authority having jurisdiction.

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When Company detects fraudulent, deceptive, or unauthorized use or tampering of Company's measuring equipment or other service facilities, Company may reasonably assume that Customer or other user has benefited by such fraudulent, deceptive, or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls, investigation and cost of effecting repairs necessitated by such use and/or tampering; provided, that Company may assess a minimum Investigation Charge as set forth in Appendix D per occurrence for such field calls and repairs. Under such circumstances Company may, subject to any provision of 170 IAC 4-1-16 to the contrary, disconnect service without notice and Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full. All statutory penalties shall be fixed by a court of competent jurisdiction or by agreement between Company and Customer.

(b) Upon fourteen (14) days' written notice mailed to Customer at such Customer's address as shown upon Company's records, (i) whenever any account contracted by Customer is in arrears; (ii) upon violation of these General Terms and Conditions and the general terms and conditions of any agreement between Company and Customer; or (iii) for misrepresentation of facts upon which Company was induced to render service.

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**GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**  
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4. COMPANY EQUIPMENT – LOCATION AND PROTECTION

- (a) Customer shall provide, free of expense to Company and close to the point of service entrance, suitable space acceptable to Company for installation of the necessary metering equipment, said metering equipment to be owned and maintained by Company. Customer shall exercise due diligence to protect said metering equipment from tampering, damage or accident and shall permit no person other than an agent of Company or person otherwise lawfully authorized to do so, to inspect, test, or remove the same.
- (b) If Company's equipment is damaged or destroyed through the neglect of Customer, the cost of necessary repairs or replacements shall be paid by Customer.

5. SERVICE CONNECTIONS

Company will install its service wires to a point designated by Company and Customer shall bring its wiring to that point.

6. CUSTOMER'S WIRING AND ELECTRICAL EQUIPMENT

- (a) Customer shall maintain its wiring and equipment in the condition required by any authorized or appropriate regulatory authority and the properly constituted local authorities having jurisdiction. Company reserves the right to deny or terminate service to any Customer whose wiring or equipment fails to meet the above requirements and/or constitutes a hazard to Company's equipment or its service to other Customers. However, Company disclaims any responsibility to inspect Customer's wiring or equipment and shall not be held liable for any injury or damage resulting from the condition thereof.
- (b) No other source of electric light or power supply shall be used by Customer on the same installation in conjunction with Company's supply, except for alternative generation, ~~approved Distributed Energy Resources~~, auxiliary power supply covered under special contract or emergency generating units to be used in the event of failure of Company's power supply. In all such cases, suitable switches shall be installed to ensure that Customer's generation is isolated from Company's system at all times.

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7. ACCESS TO CUSTOMER'S PREMISES

Company's authorized agents shall have access to Customer's Premises at all reasonable hours to install, inspect, read, repair, ~~replace~~, or remove its meters and other property, and to inspect and determine the connected load. If Company is denied access to Customer's Premises in order to disconnect service, and disconnection must be made at a pole or transformer due to the denial of access, Customer will be required to pay an Additional Charge for reconnection at the pole or transformer as set forth in Appendix D, Other Charges.

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8. DEPOSIT REQUIRED

- (a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 19.

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## **GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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(b) Residential Customers:

Company will follow and apply the provisions of 170 IAC 4-1-15 in requiring deposits from Residential Customers, and Company hereby adopts said IAC provision and incorporates it by reference in its entirety in this Tariff.

(c) Non-Residential Customers:

- (1) Unless otherwise stated in Customer's contract with Company, Company will require new Non-Residential Customers to provide a deposit, and may require same of existing Non-Residential Customers, if Company reasonably determines that Customer's creditworthiness is inadequate or if a history of late or non-payment exists. The amount of the deposit will be based on the amount of the two (2) highest Months' usage based upon the most recent twelve (12) months' historical usage or projected annual usage. In determining creditworthiness of Non-Residential customers, Company shall consider the size of the credit exposure and the availability of information about Customer, and shall review information such as, but not limited to: Customer's independently audited annual and quarterly financial statements, including an analysis of its leverage, liquidity, profitability and cash flows; credit rating agency information; publicly available news and information about Customer's business or industry; Customer's payment history.
- (2) If existing Non-Residential Customer's deposit balance is less than the amount of two (2) highest Months' usage as described in 8.(c)(1), Company may require Customer to provide an additional deposit amount so that the balance of Customer's deposit is equal to the amount required under 8.(c)(1).
- (3) Company reserves the right to increase, modify, or reduce any dollar amount and/or forms of deposit if (1) Customer does not meet creditworthiness requirements acceptable to Company and/or (2) if conditions of service or collateral which were originally established have materially changed.
- (4) The deposit will be refunded to Customer if Company later determines that Customer's creditworthiness has become adequate based on the evaluation of creditworthiness described in (c)(1) above. In lieu of a cash deposit, Customer may provide an irrevocable standby letter of credit in a form, and from a financial institution, satisfactory to Company.
- (5) Cash Deposits held more than twelve (12) months shall earn interest from the date of deposit calculated monthly based upon the Federal Funds Effective Rate for the last business day of the month opposite the caption "Federal Funds (Effective)", as set forth in the H.15 (519) Federal Reserve Statistical Release, or any successor publication, published by the Board of Governors of the Federal Reserve System.

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(6) Customer must adhere to the terms and conditions of any and all agreements and service contracts entered into between Company and Customer. Company shall define the terms and conditions for refunding any deposit received hereunder, over a specific period of time, pursuant to such agreement, service contract, or minimum use / minimum payment contract signed and executed by Customer and Company.

9. METER READING AND BILLING

(a) Bills will be rendered monthly based on metered or estimated usage. When Company is unable to read the meter, the usage for the month will be estimated on the basis of past service records or other available data. Bills rendered for Electric Service in months in which meters are not read shall have the same force and effect as those based on actual readings. Any Customer who desires not to receive a Bill for estimated usage may ~~contact Company's Customer Service to request a bill based on an actual read,~~

**Deleted:** read its meter and send the readings to Company on appropriate forms which will be provided by Company upon request.

(b) Should a meter fail to register the amount of electricity supplied during any period, the usage will be estimated based upon the use during similar periods or on other available information and a Bill rendered accordingly.

10. PAYMENT OF BILLS – RECONNECTION CHARGE

(a) Bills for service furnished to Customer by Company are issued as net bills and are due when rendered. If any Bill is paid on or before the final date shown on the Bill, the net amount shall be payable. A Bill shall be considered delinquent and the gross amount is due if not paid within seventeen days of the date rendered.

(b) A Deferred Due Date Plan ("the Plan") is available to any Residential Customer who receives a social security or pension check.

(1) A Customer who is on the Plan and receives two disconnect notices within a twelve (12) month period while on the Plan will be removed from the Plan at Company's discretion.

(c) An Equal Payment Plan, allowing for equal monthly payments and a ~~semi-annual true-up, is available to Residential Customers and Small General Service Customers with no current delinquent bills and an established credit record.~~

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(d) Customer shall notify Company ~~at least three (3) days in advance of the day~~ when it desires ~~that~~ Electric Service ~~be~~ discontinued. ~~Upon request by Customer to disconnect service, Company shall disconnect the service within three (3) working days of the requested disconnection date. Customer remains responsible for all service used and the billings therefore until service is disconnected, but Customer shall not be liable for any service rendered to Customer's Premises after the expiration of three (3) working days from the requested disconnection date.~~ This rule shall not apply to any case where a Customer has entered into a contract with Company to take service from Company for a definite period of time specified or provided for in such contract.

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## **GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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(e) When the service has been disconnected by Company for nonpayment of Bills, or as otherwise provided in these General Terms and Conditions, a reconnection charge as set forth in Appendix D, Other Charges, must be paid by Customer before such service is reconnected. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D, Other Charges.

(f) When a reconnection of service is made for a Customer at the same location and service has been disconnected at Customer's request, a reconnection charge as set forth in Appendix D, Other Charges, must be paid by Customer before such service is reconnected. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D, Other Charges.

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### 11. PAYMENT OF BILLS – CHARGE FOR RETURNED PAYMENTS

A charge may be made to reimburse Company for a part of the cost of processing a payment returned by any financial institution, which charge shall be as set forth in Appendix D, Other Charges.

### 12. SECONDARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE

Company will furnish the necessary transforming equipment to service Customers billed on Secondary Voltage Rate Schedules. Customers metered at Primary Voltage (2400 volts or higher) will be credited with three percent (3%) of the metered demand and kWh. Company has the option of providing metering to compensate for the losses instead of crediting the metered demand and kWh by three percent (3%).

### 13. PRIMARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE

Customers billed on Primary Voltage Rate Schedules shall own/lease, operate, and maintain all transforming, controlling and protective equipment. Electric Service will be metered at the Primary Voltage supply of 2400 volts or higher. The supply voltage will be determined by Company. When Customer's requirements are metered on the load side of the meter, metered demand and kWh shall be increased by three percent (3%) to convert to the equivalent of service metered at the supply voltage. Company has the option of providing metering to compensate for the losses instead of increasing the metered demand and kWh by three percent. When compensation metering is provided and when Customer billing is based on kVa, the metering shall include compensation for VAR losses in addition to the kW and kWh losses.

### 14. RESERVED FOR FUTURE USE

### 15. RESERVED FOR FUTURE USE

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16. METER TESTING

Company will test meters used for billing Customers in accordance with the Commission's Regulations.

17. VOLTAGES

The standard nominal distribution service voltages within the Service Area of Company are:

<u>Secondary Voltages</u>		<u>Primary Voltages</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240	120/208	4160/2400
120/208	240	12470/7200
	277/480	
	480	

The availability and application of the voltages will be determined by Company and applicable Rate Schedule. Other non-preferred voltages may be supplied to a Customer to meet specific requirements at the discretion of Company. These non-preferred voltages shall be limited to localized areas and shall be supplied at the discretion of Company.

18. CURTAILMENT PROCEDURES

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

(a) Definitions

Human Needs Customers - Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.

(b) Curtailment Initiation - In the event a Curtailment is required in Company's sole judgment, Company shall have the right to curtail Electric Service to its Customers. Such Curtailment shall be effective as of the date and time specified by Company. Company shall implement its Capacity and Energy Emergency Plans to maintain and restore service to the extent possible under the circumstances. When necessary in the sole opinion of Company and to the extent possible, Electric Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

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- (c) Curtailment Notification  
If advance notification is possible, Company shall provide notification of Curtailment in the most effective manner possible and with as much advance notice as reasonably possible, considering the circumstances and the number of Customers to be notified.
- (d) Lifting of Curtailment  
Service shall be restored to Customers pursuant to Company's Capacity and Energy Emergency Plans.
- (e) A Customer who is mandated to curtail energy use, either by order of an appropriate governmental agency or under application of these General Terms and Conditions, and who solely because of the mandate becomes subject to the ratchet provisions of an applicable Rate Schedule, will for the period during which the mandate is in effect be exempt from meeting the provisions of the ratchet requirements of the Rate Schedule.

19. FACILITIES EXTENSIONS/MODIFICATIONS

- (a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 8.
- (b) As used in this Rule 19, "extensions" shall refer to extension or modification of Company facilities required in order to provide electric service as requested by Customer(s) or prospective Customer(s).
- (c) Upon request for Electric Service by initial applicants (a Customer, prospective Customer or a group of prospective Customers located in the same area), Company will extend or modify, without charge, its facilities including wires, poles, transformers and other equipment necessary to provide the service, provided:
  - (1) that Company's estimate of its Fixed Cost Revenue from such Electric Service(s) provided to initial applicant(s) for a period of three (3) years is equivalent to or in excess of Company's estimate of the cost of providing such facilities; and
  - (2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.

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(d) If the cost of the facilities necessary to provide the Electric Service requested by initial applicant(s) exceeds the total estimated Fixed Cost Revenue from such extension as provided in (c) above, Company shall make such extension under the following conditions:

(1) Upon ~~proper applications for such extension and~~ adequate provision for payment to Company by initial applicant(s) of that part of the estimated cost of ~~such extension over and above the amount which would have qualified as provided in 19.(c) above; or~~

**Deleted:** in excess of the without-charge limit as provided in (c) above (a facilities extension deposit); or

(2) If in the opinion of Company (a) the estimated cost of such extension and the prospective revenue to be received from it is so meager or speculative as to make it doubtful whether the Fixed Cost Revenue from the extension would ever pay a fair return on the investment involved in such extension, or (b) in a case of real estate development, with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular service, ~~then in any of these cases, the Company shall submit the same to the Commission for investigation and determination as to the public convenience and necessity of such extension, and if so required, the conditions under which it shall be made.~~

**Deleted:** or (d) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then in any of the above cases Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial applicant(s) in the amount of the total estimated cost of construction and other improve

(3) Deposits held may be returned to initial non-residential applicant(s) based on the amount of Fixed Cost Revenue received by Company, for a period of three (3) years and up to the amount of the original deposit, in at least annual installments.

(4) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, to the Commission the terms of service and deposit determined by Company under (d)(1) or (d)(2) for review and determination as to the reasonableness of said terms.

(5) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to three (3) times the estimated annual Fixed Cost Revenue from such new Customer(s), less the cost to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the contribution of ~~the initial applicant(s), and the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s).~~

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(6) In the event that the initial applicant(s) is (are) required by (d) above to make any deposit, Company shall upon request make available to the initial applicant(s):

- (a) the information used to establish the basis for the applicable deposit amount; and
- (b) the information used to establish the basis for the estimated total Fixed Cost Revenue for a period of three (3) years to be realized by Company from permanent and continuing Customers on such extension.

(e) Company shall not be required to make extension as provided in this Rule 19 unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties, which may require Customer to provide a satisfactory deposit or adequate provision of payment to Company of the performance of Customer's (or Customers') obligations thereunder.

(f) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for Rider ED or Rider AD, or other economic development rider as may be applicable and in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions.

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**AFFILIATE AND COST ALLOCATION GUIDELINES**

**A.1 AFFILIATE GUIDELINES**

The OUCC and Southern Indiana Gas and Electric Company ("Utility") (collectively "Parties") have negotiated in connection with Cause No. 41465 the following Affiliate Guidelines to govern the relationships between the Utility and its Affiliates. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUCC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Affiliate Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUCC or Utility desires changes to these Affiliate Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUCC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Affiliate Guidelines on its own motion, after notice and hearing.

These Affiliate Guidelines should be read in conjunction with the "Cost Allocation Guidelines" developed by the OUCC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

One purpose of these Affiliate Guidelines is to establish standards for procurement on competitive terms to govern the Utility's procurement of goods, services, assets and other utility resources. Such procurement "on competitive terms" (as defined herein) shall be done with the objective of obtaining the best terms available for the Utility and its customers. The only exception to these procurement standards is the provision of "shared corporate support and administrative services" such as corporate treasury services and human resources. These services may be shared with other companies/affiliates within the CenterPoint Energy organization. The pricing of those services to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines. See the definitions section below for a complete definition of "shared corporate support and administrative services."

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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### **A.2. DEFINITIONS**

The definitions below apply to terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

**“Affiliate”** “Affiliate” means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an “Affiliate” by the Commission or otherwise is an “Affiliate” under Indiana Law.

**“Person”** “Person” includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.

**“Commission”** “Commission” means the Indiana Utility Regulatory Commission.

**“IURC”** “IURC” means the Indiana Utility Regulatory Commission.

**“OUCC”** “OUCC” means the Indiana Office of Utility Consumer Counselor.

**“Holding Company”** “Holding Company” means the parent company, CenterPoint Energy, Inc., or its successor in interest of Indiana Gas Company and/or Southern Indiana Gas and Electric Company.

**“Competitive Terms”** “Competitive Terms” means the best terms reasonably available in the competitive marketplace at that time (including the terms available from the Utility itself under efficient operation) giving due consideration to both price and non-price terms such as quality and reliability. If the Utility itself can provide the services at the lowest cost with comparable quality and reliability, then that cost shall be considered the “competitive terms.”

**“Shared Corporate Support and Administrative Services”** “Shared Corporate Support and Administrative Services” means the following types of functions/services that the Utility may share with other companies/affiliates within the CenterPoint Energy organization: (1) accounting and corporate treasury services; (2) human resources; (3) information technology and communications services; (4) corporate directors and officers services; (5) legal services; (6) insurance and claims; (7) billing; (8) customer call center services; (9) facility and fleet management; and (10) environmental services. (See Specific Affiliate Guidelines 10, 12, and 15 related to “Shared Corporate Support and Administrative Services.”)

**“Capital Costs”** “Capital Costs” means the costs associated with obtaining the financial capital required to provide physical assets such as office buildings, computers or office equipment.

**“Non-Regulated”** “Non-Regulated” means not regulated by the Indiana Utility Regulatory Commission (IURC). “Non-Regulated” also applies to products or services over which the IURC has declined its jurisdiction.

**“Similarly Situated”** “Similarly Situated” means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A utility affiliated gas or power marketer would, for example, be considered similarly situated to other non-affiliated gas or power marketers.

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**AFFILIATE AND COST ALLOCATION GUIDELINES**

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**A.3. GENERAL AFFILIATE GUIDELINES**

- A. No Cross-Subsidies.** The Utility shall not subsidize Affiliates or non-regulated activities.
- B. Separation of Regulated and Non-Regulated Operations.** The separation of the Utility's regulated operations from the Holding Company's non-regulated business operations and Affiliates is necessary to prevent potential cross-subsidies. To the maximum extent practicable, the Utility shall separate its regulated operations from its own, its Affiliates and its Holding Company's non-regulated operations. Instances where such separation does not exist must otherwise be in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.
- C. No Discrimination.** The Utility shall not discriminate in favor of or otherwise give preferential treatment to its Affiliates, its Affiliates' customers, or the Utility's own non-regulated activities
- D. Comparability of Service.** The Utility shall provide comparable service to all similarly situated marketers, customers, or other entities, regardless of affiliation.
- E. Procurement on Competitive Terms.** With the exception of "shared corporate support and administrative services" (defined above) the procurement of goods, services, assets and other resources by the Utility shall be on competitive terms, consistent with the public interest and in compliance with these Affiliate Guidelines and the Cost Allocation Guidelines. The Utility may procure services from an Affiliate, but such procurement must be done on competitive terms (defined above). The Utility's procurement process shall also comply with General Guideline C above (i.e., No Discrimination). The pricing of "shared corporate support and administrative services" to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines.

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**AFFILIATE AND COST ALLOCATION GUIDELINES**

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**A.4. SPECIFIC AFFILIATE GUIDELINES**

1. Affiliates shall be charged for all costs incurred on their behalf. These costs shall be appropriately and reasonably allocated and shall include, but not be limited to, those associated with shared facilities, general and administrative support services, and other corporate overheads.
2. The Utility shall process all similar requests for service in the same manner and within the same reasonable time period for all similarly situated customers, marketers and other entities, regardless of affiliation.
3. The Utility shall not give preference to or discriminate in favor of its Affiliates, its Affiliates' customers or its own non-regulated activities in matters including, but not limited to, the allocation, assignment, release, or transfer of rights to intrastate or interstate capacity, use of Utility distribution facilities, storage on system, rights to storage off system, or in the sale of gas.
4. The Utility shall not condition or tie any agreement to provide Utility service to any agreement relating to a service to be provided by an Affiliate.
5. To the maximum extent practicable, Utility employees shall function separately and independently from employees of Affiliates and those engaged in non-regulated activities including, but not limited to, gas marketers, power marketers and other service providers.
6. The Utility may not, through tariff or otherwise, give any Affiliate or an Affiliate's customer or any non-regulated activity a preference or an advantage with respect to the transportation of gas including, but not limited to, the movement or delivery of gas on its distribution system, the administration of customer contracts, scheduling, nomination, balancing, metering, storage, standby service, curtailment policy, or billing/invoice disputes.
7. The Utility shall apply tariffs and their provisions and all other aspects of Utility service on a consistent and non-discriminatory basis to all similarly situated marketers, customers, and other entities regardless of affiliation.
8. Any discount or rebate for utility service offered by the Utility to an Affiliate or an Affiliate's customer shall be offered on a non-discriminatory basis to all similarly situated marketers, customers or other entities, regardless of affiliations. If the Utility waives a penalty or fee related to Utility service for an Affiliate or an Affiliate's customer, it shall waive such penalty or fee for similarly situated others on a non-discriminatory basis.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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9. The Utility shall not give preference to or discriminate in favor of its Affiliates or its Affiliate's customers in its provision of information. This includes, without limitation, information related to the sale or marketing of energy or energy services to existing or potential new customers and information related to the availability of transmission, distribution or storage capacity. Specific customer information shall be made available to affiliated or unaffiliated entities only upon consent of Customer or as otherwise provided by law or commission rules or orders, except that customer name and address information may be provided to energy marketers or energy service providers.
10. The Utility may share information technology and communications services with other companies/affiliates within the CenterPoint Energy organization. However, such sharing of information technology and communications services shall not be done in a manner that violates Specific Guideline 9 above regarding the non-discriminatory provision of information. The utility shall take whatever steps are necessary to fulfill this requirement such as, for example, the implementation of electronic "firewalls" or other measures to control access to Utility information.
11. The Utility shall not speak on behalf of its Affiliates or give the appearance that it speaks on behalf of its Affiliates. The Utility's Affiliates shall not speak on behalf of the Utility or give the appearance that they speak on behalf of the Utility.
12. Customer call handling shall be performed on a non-discriminatory basis without respect to affiliations of Customer or affiliations of Customer's marketer or energy service provider. If a customer requests information about alternative sources of supply, the customer service representatives shall offer to provide a list of all alternative suppliers known to be serving customers in the same rate class as Customer making the inquiry, except those suppliers excluded by mutual agreement of the Utility and the OUCC. Such a list may include utility affiliates, but the utility customer service representatives shall not promote or endorse services offered by an affiliate. To ensure compliance with Specific Guidelines 9, 10, 11 and 12, the guidelines for handling of customer calls and information have been set out in writing and attached as Customer Call Handling Process.
13. The Utility's Affiliates shall not trade upon, promote, or suggest that they receive preferential treatment as a result of affiliation with the Utility.
14. The Utility and its Affiliates shall not participate in joint advertising. An Affiliate may, however, reference the fact of its affiliation with the holding company. Such public references shall not: (a) make the Affiliate appear to be part of the Utility, or (b) suggest that the Affiliate or the Affiliate's customers will have any advantage as a result of the affiliation.
15. If the charges for Utility services are combined with charges for non-regulated energy services into a single bill, such a combined bill format will be made available on a non-discriminatory basis to non-affiliated entities that provide energy services in the Utility's service territory.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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16. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
17. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with these Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise between the OUCC and Utility regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
18. All complaints relating to these Affiliate Guidelines and the Cost Allocation Guidelines, whether written or verbal, shall be submitted to the general counsel of the Utility or the Utility's highest-ranking legal employee ("general counsel"). The general counsel shall acknowledge to complainant such complaint within five (5) working days of receipt. The general counsel shall conduct a preliminary investigation and prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the incident or incidents underlying the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The general counsel shall provide a copy of the written statement to the complainant. The general counsel shall communicate the results of the preliminary investigation to the complainant in writing within twenty (20) days after the complaint was received including a description of any course of action to be taken. In the event the Utility and the complainant are unable to resolve the complaint, the complainant may file a complaint with the Commission. Any complaint filed with the Commission before same was filed with the Utility under this section shall be held in abeyance while the procedures outlined here are followed. The general counsel shall keep a log of all complaints for a period of not less than three (3) years and shall keep such log available for inspection by the IURC, OUCC and complainant.
19. All transactions between the Utility and its Affiliates shall be in accordance with a written contract filed with the IURC pursuant to I.C. 8-1-2-49. The Utility shall maintain sufficient records of all such transactions for at least three (3) years so as to allow for a complete and thorough audit.
20. The Utility shall meet with the OUCC to review all proposed Affiliate contracts. Upon filing of Affiliate contracts with the IURC, copies of such contracts will be delivered to the OUCC. Affiliate contracts shall be governed by Indiana law and these Affiliate Guidelines and the Cost Allocation Guidelines. To the extent the Guidelines contain provisions or commitments that go beyond what would otherwise be required under Indiana law, the Guidelines shall control. The OUCC reserves its rights to challenge such contracts at any time.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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### **A.5. PROCEDURES FOR FILING AFFILIATE CONTRACTS**

All Affiliate contracts shall be filed with the IURC and be in conformance with these Guidelines, the Cost Allocation Guidelines and Indiana law. Such contracts shall be available for public inspection, except to the extent that information is protected from public disclosure under Indiana law. These Affiliate Guidelines in no way affect the IURC's duties and/or authority under Indiana law to *inter alia* investigate such contracts, hold public hearings related to such contracts and/or disapprove such contracts. These Affiliate Guidelines also in no way affect the OUCC's rights to *inter alia* initiate investigations of such contracts.

### **A.6. ANNUAL INFORMATIONAL FILING**

The Utility shall file annually with the Commission and provide copies to the OUCC the following information concerning the Utility's Affiliates and its non-regulated activities.

1. The names and business addresses of the officers and directors of each Affiliate that has transacted any business with the Utility during the previous twelve (12) months. For each such Affiliate, the Utility shall also provide the following in its annual informational filing:
  - a. The Affiliate's name and a description of the Affiliate's primary line(s) of business and a description of the nature of the Affiliate's business with other non-affiliated entities.
  - b. A schedule detailing and summarizing the nature and dollar amounts of the transfers of assets, goods and services between the Utility and the Affiliate that took place during the applicable twelve-month period.
2. A listing of all contracts currently in effect between the Utility and Affiliate(s) indicating the nature of the transactions, the date the contract became effective and the contract's expiration date.
3. A corporate organization chart, which shows the parent holding company, the Utility, its Affiliates, and their relationships to one another.
4. A description of the method(s) used to identify, value, and record transfers of assets, goods and services between the Utility and its Affiliates.
5. A description of the method(s) used to allocate federal and state income tax expense, payments and refunds to the Utility and its Affiliates.
6. A description of sharing of personnel between the Utility and its Affiliates during the twelve-month period.
7. A log of complaints maintained by the Utility under section 18 of Specific Affiliate Guidelines.
8. A listing and description of all non-regulated activities engaged in by the Utility, including the amount of revenues and expenses generated by each such non-regulated activity.

These annual informational filings shall commence on the date thirty (30) days after the effective date of the Commission's approval of these Affiliate Guidelines and shall repeat thereafter at the end of the Utility's fiscal year. These annual informational filings shall not serve or be interpreted as a pre-approval process.

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**AFFILIATE AND COST ALLOCATION GUIDELINES**

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**B.1. COST ALLOCATION GUIDELINES**

The OUCC and CEI South ("Utility") (collectively "Parties") have negotiated in connection with Cause No. 41465 the following Cost Allocation Guidelines to govern the allocation of costs between the Utility and its Affiliates. The OUCC retains all of its rights and authority to dispute the reasonableness of and/or recovery of all Utility costs, including those to which these Cost Allocation Guidelines may be applicable. Mere allocation of costs under these guidelines does not predetermine the reasonableness of rate recovery of such costs. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUCC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Cost Allocation Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUCC or Utility desires changes to these Cost Allocation Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Cost Allocation Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUCC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Cost Allocation Guidelines on its own motion, after notice and hearing.

These Cost Allocation Guidelines should be read in conjunction with the "Affiliate Guidelines" developed by the OUCC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

The following Cost Allocation Guidelines govern the allocation of costs associated with "shared corporate support and administrative services" which have been defined in the definition section of the Affiliate Guidelines and which may be shared with other companies/affiliates within the CenterPoint Energy organization. By their nature, these costs are associated with functions and operations that are shared and not separate. The allocation methods should apply to those Utility Affiliates who share corporate support and administrative functions in order to prevent subsidization from the regulated Utility and ensure equitable cost sharing among the regulated Utility and its Affiliates. The pricing of "shared corporate support and administrative services" to the Utility shall be based on cost and be in accordance with these Cost Allocation Guidelines.

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### **B.2. DEFINITIONS**

See the definitions section of the Affiliate Guidelines for the definitions of terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

### **B.3. GUIDELINES**

1. No Cross-Subsidies. The Utility shall not subsidize Affiliates or non-regulated activities.
2. The Utility shall maintain and utilize an accounting system and records that identify and appropriately allocate costs between the Utility and its Affiliates.
3. The Utility's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. The Utility and all Affiliates that share corporate support and administrative services shall maintain documentation including organizational charts, accounting bulletins, procedure and work order manuals or other related documents, which describe how costs are allocated between regulated and non-regulated services or products.
5. Affiliates shall be charged an appropriate and reasonable allocation of all shared corporate support and administrative costs incurred on their behalf. These costs include, but are not limited to, those associated with shared facilities and other corporate overheads.
6. To the maximum extent practicable, shared corporate support and administrative costs should be accumulated and classified on a direct cost basis for each asset, service or product provided.
7. The shared corporate support and administrative costs that cannot be directly assigned per item (6) above, should to the maximum extent possible be allocated to the Utility and its Affiliates and to the services or products to which they relate using relevant allocators which best reflect or consider the cost causative characteristics of the product/service being provided.
8. Where allocation/assignment pursuant to (6) and (7) is not practical, general allocation factors shall be utilized to allocate all remaining costs between the Utility and its Affiliates and between service and product lines ultimately provided by the Utility and its Affiliates.
9. The allocation of capital costs between the Utility and its Affiliates (incurred in the provision of "shared corporate support and administrative" services) shall be based on the following:
  - a. The cost of capital used for such allocations shall equal the Utility's weighted average cost of capital as last found by the Commission.

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- b. Depreciation shall be charged on a straight-line basis. Depreciation rates used for such allocations shall be consistent with the expected useful life of the asset(s) and in accordance with generally accepted accounting principles and regulatory accounting requirements, as applicable.
- 10. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana Law.
- 11. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with the Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
- 12. The cost assignment/allocation methodologies discussed herein are applicable to shared corporate support and administrative services. The Utility's procurement of all other goods, services, assets, or other resources shall be on competitive terms, consistent with the public interest and in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.

**B.4. AUDIT REQUIREMENTS**

Each year an independent auditor appointed by the OUCC shall do an audit. OUCC staff members may assist the auditor. The purpose of the audit shall be to ensure that the Utility complies with these Cost Allocation Guidelines. Any violations of the Cost Allocation Guidelines shall be noted and explained in the auditor's report, a copy of which shall be provided to the Utility, the Commission and the OUCC. CenterPoint Energy shall annually contribute up to \$50,000 toward the auditor's costs/fees.

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**B.5. CUSTOMER CALL HANDLING PROCESS**

**Outline of Customer Call Handling Guidelines and Infrastructure**

In order to provide for the operation of an efficient, high quality call center operation that handles customer calls and information in a manner consistent with the terms of the Affiliate and Cost Allocation Guidelines, this outline has been developed. The intent is to describe the guidelines for customer call handling and the requirements for separation between staff handling calls about regulated services and staff handling calls about non-regulated services. The key components include:

- Staffing A separate non-regulated service call handling staff including a separate exempt supervisory leader is required.
- Separation Personnel devoted to handling calls related to regulated utility service will be physically separated from personnel handling non-regulated service calls through, at a minimum, the use of high height partitions and panels.
- Data A data firewall will be created to require customer permission before non-utility related staff can access utility customer records. Acquisition of utility customer usage and billing history data will be with customer permission and consistent with Specific Affiliate Guidelines 9 and 10.
- Costs Call center costs will be allocated per the Cost Allocation Guidelines. Any charges made to providers of non-regulated services will be reasonable and non-discriminatory.
- Process Attached are summary call handling flowcharts and a script which have been developed to more specifically describe the process to be used in the event that the utility offers an energy choice program to its residential and small Non-Residential customers in the future.
- Monitoring The IURC and OUCC will be able to monitor compliance with the Guidelines through the provision of access to customer calls. The IURC and OUCC (or their agents) will also be able to make on site visits and inspections of call center facilities.

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**B.6. CUSTOMER CALL HANDLING SCRIPT**

**For Inquiries Regarding Non-Regulated Energy Services**

Mr./Ms. Customer,

I am very sorry, but I can't directly handle this for you, but I can get you in touch with somebody who can.

I can give you a telephone number from which you can get more information about the providers of these services, including our affiliate \_\_\_\_\_. This telephone number is: *(give telephone number)*. If you have access to the web you can get this information on the web site. The web site address is: *(give web address)*.

[If you prefer, I can transfer your call now to one of these service providers. *(see note)*

By the way, the providers may want to review your customer records. Do we have your consent to release this information at their request?

*Note: The paragraph references call transfers and will only be part of the script if CenterPoint Energy can offer the call transferring*

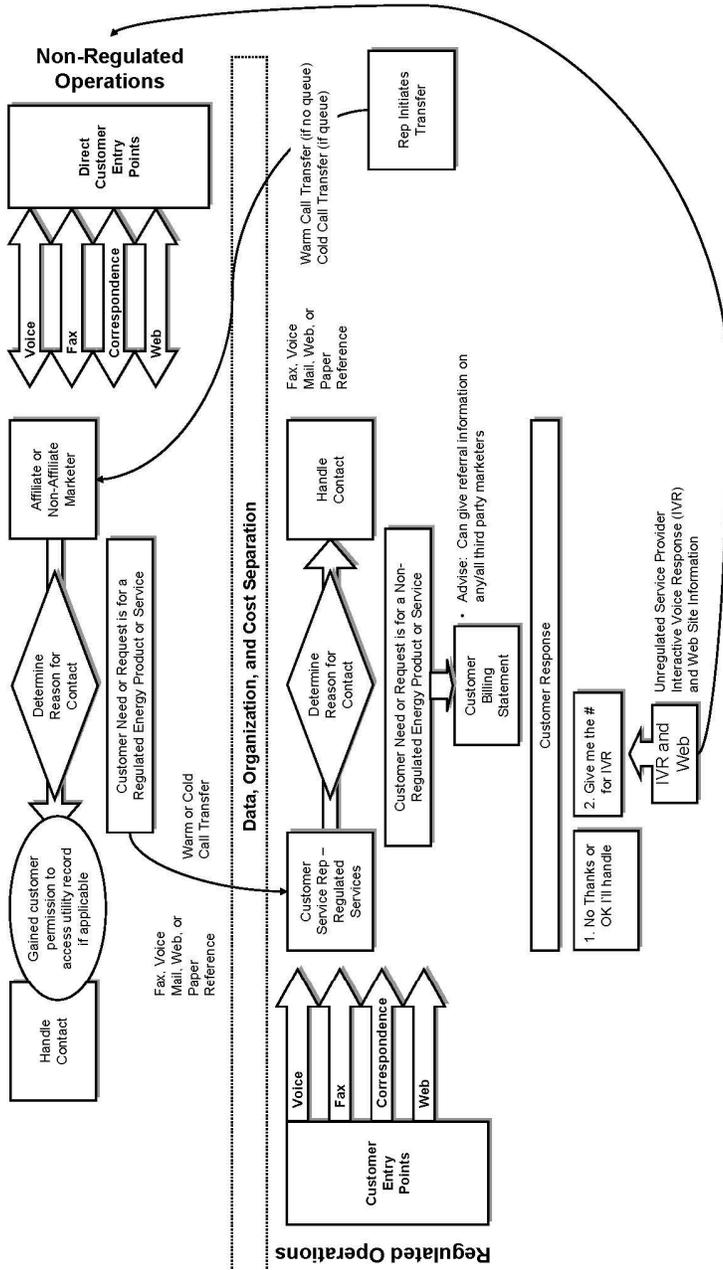
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# Call Handling Process Summary



Effective: ~~Deleted: April 20, 2022~~



Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-13

Sheet No. xx Page 1 of 3  
Original Page 1 of 3

## **INDICATIVE RATE RS-CPP** **RESIDENTIAL SERVICE CRITICAL PEAK PRICING**

### **AVAILABILITY**

Available on a voluntary basis to 500 individual residential customers who receive service from the Company. Customers must have an advanced meter installed to be eligible for service under this tariff. Residential customers that participate must have at least one year of automated meter data at current premise at the time of registration.

Customers electing to take service under the Critical Peak Pricing Tariff are expected to remain on this schedule for a minimum of one (1) year. If the customer terminates service under this schedule, the customer will not be eligible to receive service under this schedule for a period of one (1) year from termination date. Customers receiving service under summer cyclor or thermostat load control demand response or time of use programs or tariffs are not eligible for service under RS-CPP.

### **APPLICABILITY**

This Rate Schedule shall be applicable to all Residential Customers except for customers participating in summer cyclor or thermostat load control demand response or time of use programs or tariffs.

### **TERMS AND CONDITIONS**

The following terms and conditions must be adhered to:

- a) Participants consent to be contacted by CNP or CNP contractor for purposes of evaluating customer experience and pilot load and bill impacts;
- b) Participants consent to CNP or CNP contractor analyzing their home's usage for purpose of understanding pilot load and bill impacts;
- c) Customers will receive a one-time incentive of \$75 for enrolling in the pilot subject to Company verification of their eligibility to participate; and
- d) Customer must provide Company with email address or mobile phone number and consents to receive notifications of CPP events by one or both channels.

### **CHARACTER OF SERVICE**

Service provided hereunder shall be alternating current, sixty hertz, Single Phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

### **RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

Winter (Dec-Feb):	Billing Hours	Rates
Monthly Service Charge		\$23.20
Energy Charge	N/A	\$0.16270
Critical Peak Hours	When notified	\$0.56429

Summer (Mar-Sept)		
Monthly Service Charge		\$23.20
		Energy Charge (\$ per kWh)
Off-Peak (Low)- Energy charge	7:00pm to 1:00pm CST & weekends	\$0.07054
Peak (Mid) Energy charge	1:00pm to 7:00pm CST	\$0.28214
Critical Peak Hours	When notified	\$0.56429

Effective: \_\_\_\_ xx, 2025

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-13

Sheet No. xx

Original Page 2 of 3

**INDICATIVE RATE RS-CPP**  
**RESIDENTIAL SERVICE CRITICAL PEAK PRICING**

(Continued)

NOTE: Unless a critical peak event is called, all kWh consumed on weekends (all hours of the day on Saturdays and Sundays) are billed at the low-cost level.

**CRITICAL PEAK EVENTS**

Critical peak events shall be called at the sole discretion of the Company. Critical peak events shall not exceed four (4) consecutive hours per day and 16 events per calendar year, five (5) times during the Summer and Winter and three (3) times during the Spring and Fall.

**CRITICAL PEAK EVENTS**

Customers will be notified by the Company by 7 PM the evening prior to a critical peak event. Receipt of the price notification is the customers' responsibility. The Company has the ability to cancel a scheduled event with at least two (2) hours-notice prior to the start of an event due to unforeseen changes in conditions.

In the event of an emergency, the Company may invoke a critical peak event at any time during the year and will use best efforts to provide notice two (2) hours prior to the start of the event. Such emergency events will not count toward the total number of critical peak events, as defined above.

The Company will offer email notification and text messaging and/or other technologies approved by the Company. Any customer owned technology equipment utilized for notification shall be subject to Company review and approval.

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Adjustments:**

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix C – Clean Energy Cost Adjustment
- Appendix E – Environmental Cost Adjustment
- Appendix F – Securitization of Coal Plants
- Appendix G – Securitization Rate Reduction
- Appendix H – Securitization ADIT Credit
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment
- Appendix K – Transmission, Distribution, and Storage System Improvement Charge

**Riders:**

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider EDG – Excess Distributed Generation Rider

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**Cause No. 45990**

Southern Indiana Gas and Electric Company D/B/A  
CenterPoint Energy Indiana South (CEI South)  
Tariff for Electric Service  
I.U.R.C. No. E-13

**CEI SOUTH - PET.'S EX. NO. 19**  
**Attachment MAR-3**  
**Indicative Rate RS-CPP Tariff Sheet**  
Sheet No. xx **Page 3 of 3**  
Original Page 3 of 3

**INDICATIVE RATE RS-CPP**  
**RESIDENTIAL SERVICE CRITICAL PEAK PRICING**  
**(Continued)**

**TERMS AND CONDITIONS OF SERVICE**

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

**GAO 2020-05 Bill Comparison**

Current Average Monthly Electric Bill for RS-Standard Customer using 799 kWh  
 Includes all monthly charges normally (or proposed to be) applicable to RS-Standard Customers

Rate Class RS-Standard	AUPC	December 1, 2023		March 2026		Assumptions
		Current Rates Factor	Current Rates Bill	Proposed Rates Factor	Proposed Rates Bill	
Service Charge			\$10.84		\$23.20	Updated COSS
TDSIC (Fixed)	799		\$6.50		\$0.00	Included in Base Rates
Energy Charge	799	0.09026	\$72.12	0.16720	\$133.59	Updated COSS
Base VPC	799	0.00468	\$3.74	0.00169	\$1.35	Updated COSS
Base Fuel Charge*	799	0.03832	\$30.62	0.04814	\$38.46	Includes TGT Pipeline and New Solar PPAs
FAC	799	0.00690	\$5.51	-	\$0.00	Included in Base Rates
DSMA	799	0.00739	\$5.90	-	\$0.00	Included in Base Rates
CECA**	799	0.00194	\$1.55	(0.00053)	(\$0.42)	Includes Troy Levelized Rate and RECs at \$5.55 per MWh
MCRA	799	0.00541	\$4.32	0.00071	\$0.57	Updated
RCRA	799	0.00909	\$7.26	0.00427	\$3.41	Updated
TDSIC	799	0.00416	\$3.32	-	\$0.00	Included in Base Rates
ECA	799	0.00833	\$6.66	-	\$0.00	Included in Base Rates
SRR	799	(0.01339)	(\$10.70)	-	\$0.00	Removed
SCP	799	0.00904	\$7.22	0.00904	\$7.22	Held Constant
SAC	799	(0.00106)	(\$0.85)	(0.00106)	(\$0.85)	Held Constant
TAR**	799			(0.00661)	(\$5.28)	Includes Federal EADIT, State EADIT, and Posey PTC
Total			\$154.02		\$201.26	
% Increase Comparing Current Rates To Proposed Rates				30.67%		

\*Allocations to be determined in FAC subdocket for TGT pipeline capacity

\*\*Assumes annualized production for solar resources

**GAO 2020-05 Bill Comparison**

Current Average Monthly Electric Bill for RS-Transitional Customer using 1,129 kWh  
 Includes all monthly charges normally (or proposed to be) applicable to RS-Transitional Customers

Rate Class RS-Transitional	AUPC	December 1, 2023		March 2026		Assumptions
		Current Rates Factor	Current Rates Bill	Proposed Rates Factor	Proposed Rates Bill	
Service Charge			\$10.84		\$23.20	Updated COSS
TDSIC (Fixed)	1129		\$6.50		\$0.00	Included in Base Rates
Energy Charge (Block 1)	815	0.07072	\$57.64	0.13798	\$112.45	Updated COSS
Energy Charge (Block 2 Summer)	65	0.04865	\$3.16	0.13798	\$8.97	Updated COSS
Energy Charge (Block 2 Winter)	249	0.03660	\$9.11	0.13798	\$34.36	Updated COSS
Base VPC	1129	0.00468	\$5.28	0.00169	\$1.91	Updated COSS
Base Fuel Charge*	1129	0.03832	\$43.26	0.04814	\$54.35	Includes TGT Pipeline and New Solar PPAs
FAC	1129	0.00690	\$7.78	-	\$0.00	Included in Base Rates
DSMA	1129	0.00739	\$8.34	-	\$0.00	Included in Base Rates
CECA**	1129	0.00194	\$2.19	(0.00053)	(\$0.60)	Includes Troy Levelized Rate and RECs at \$5.55 per MWh
MCRA	1129	0.00541	\$6.11	0.00071	\$0.80	Updated
RCRA	1129	0.00909	\$10.26	0.00427	\$4.82	Updated
TDSIC	1129	0.00416	\$4.69	-	\$0.00	Included in Base Rates
ECA	1129	0.00833	\$9.41	-	\$0.00	Included in Base Rates
SRR	1129	(0.01339)	(\$15.11)	-	\$0.00	Removed
SCP	1129	0.00904	\$10.21	0.00904	\$10.21	Held Constant
SAC	1129	(0.00106)	(\$1.20)	(0.00106)	(\$1.20)	Held Constant
TAR**	1129			(0.00661)	(\$7.46)	Includes Federal EADIT, State EADIT, and Posey PTC
Total			\$178.48		\$241.81	
% Increase Comparing Current Rates To Proposed Rates				35.48%		

\*Allocations to be determined in FAC subdocket for TGT pipeline capacity

\*\*Assumes annualized production for solar resources

--ILLUSTRATIVE--  
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
d/b/a CENTERPOINT ENERGY INDIANA SOUTH  
CEI SOUTH  
TAX ADJUSTMENT RIDER ("TAR")  
ACTUAL VARIANCES BY RATE SCHEDULE THROUGH DECEMBER 31, 2025

Line	Description	A	B	C	D	E	F	G	H	I	J	K	
		Rate Schedule										Total	Reference
	<b>Actual Recoveries</b>	RS	B	SGS	DGS / MLA	OSS	LP	BAMP	HLF	SL/OL			
1	Jan-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Feb-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Mar-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Apr-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	May-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Jun-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	Jul-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Aug-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Sep-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	Oct-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	Nov-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	Dec-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Total Actual Recoveries Inclusive of IURT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Sum Lines 1-13	
	<b>Approved Recoveries (A)</b>	RS	B	SGS	DGS / MLA	OSS	LP	BAMP	HLF	SL/OL			
14	Jan-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15	Feb-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	Mar-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	Apr-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	May-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19	Jun-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20	Jul-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	Aug-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	Sep-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23	Oct-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24	Nov-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25	Dec-25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26	Total Approved Recoveries Exclusive of IURT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Sum Lines 14-26	
27	<b>Total Variance (B)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Line 26 - Line 13	
	Under/(Over) Recovery												

(A) Based on prior TAR approvals.  
(B) To Attachment MAR-1, Schedule 2

--ILLUSTRATIVE--  
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
d/b/a CENTERPOINT ENERGY INDIANA SOUTH  
CEI SOUTH  
TAX ADJUSTMENT RIDER ("TAR")  
ALLOCATION AND RATE DERIVATION

Line	Total EADIT Credit					Rate Per				
	Rate Schedule	Allocators	EADIT Credit	Customers or Services	Energy (kWh)	Demand (kW)	Customer Per Month	Rate per kWh	Rate per kW/kVa	Reference
1	Total EADIT Credit		\$ (8,875,821)							
2	Rate RS	43.38%	\$ (3,850,332)		1,399,798,865			\$ (0.002751)		
3	Rate B	0.23%	\$ (20,414)		7,362,997			\$ (0.002773)		
4	Rate SGS	1.76%	\$ (156,214)		62,270,627			\$ (0.002509)		
5	Rate DGS/MLA	24.50%	\$ (2,174,576)			2,975,097			\$ (0.731)	
6	Rate OSS	1.02%	\$ (90,533)			285,745			\$ (0.317)	
7	Rate LP	26.94%	\$ (2,391,146)			4,754,635			\$ (0.503)	
8	Rate BAMP	0.96%	\$ (85,208)			1,035,600			\$ (0.082)	
9	Rate HLF	0.60%	\$ (53,255)			97,323			\$ (0.547)	
10	Rate SL/OL	0.61%	\$ (54,143)	25,169				\$ (0.18)		
11	Total	100.00%	\$ (8,875,821)							

12 CAMT Adjustment \$ -

	Rate Schedule	Allocators	CAMT Credit	Customers or Services	Energy (kWh)	Demand (kW)	Rate Per Customer Per Month	Rate per kWh	Rate per kW/kVa
13	Rate RS	43.38%	\$ -		1,399,798,865			\$ -	
14	Rate B	0.23%	\$ -		7,362,997			\$ -	
15	Rate SGS	1.76%	\$ -		62,270,627			\$ -	
16	Rate DGS/MLA	24.50%	\$ -			2,975,097		\$ -	
17	Rate OSS	1.02%	\$ -			285,745		\$ -	
18	Rate LP	26.94%	\$ -			4,754,635		\$ -	
19	Rate BAMP	0.96%	\$ -			1,035,600		\$ -	
20	Rate HLF	0.60%	\$ -			97,323		\$ -	
21	Rate SL/OL	0.61%	\$ -	25,169				\$ -	
22	Total	100.00%	\$ -					\$ -	

23 PTC Credit \$ -

	Rate Schedule	Allocators	PTC Credit	Customers or Services	Energy (kWh)	Demand (kW)	Rate Per Customer Per Month	Rate per kWh	Rate per kW/kVa
24	Rate RS	43.38%	\$ -		1,399,798,865			\$ -	
25	Rate B	0.23%	\$ -		7,362,997			\$ -	
26	Rate SGS	1.76%	\$ -		62,270,627			\$ -	
27	Rate DGS/MLA	24.50%	\$ -			2,975,097		\$ -	
28	Rate OSS	1.02%	\$ -			285,745		\$ -	
29	Rate LP	26.94%	\$ -			4,754,635		\$ -	
30	Rate BAMP	0.96%	\$ -			1,035,600		\$ -	
31	Rate HLF	0.60%	\$ -			97,323		\$ -	
32	Rate SL/OL	0.61%	\$ -	25,169				\$ -	
33	Total	100.00%	\$ -					\$ -	

34 Recovery Variance \$ - Schedule 1, Page 1, Line 27

	Rate Schedule	(Over)/Under Recovery Variance	Customers or Services	Energy (kWh)	Demand (kW)	Rate Per Customer Per Month	Rate per kWh	Rate per kW/kVa
35	Rate RS	\$ -		1,399,798,865			\$ -	
36	Rate B	\$ -		7,362,997			\$ -	
37	Rate SGS	\$ -		62,270,627			\$ -	
38	Rate DGS/MLA	\$ -			2,975,097		\$ -	
39	Rate OSS	\$ -			285,745		\$ -	
40	Rate LP	\$ -			4,754,635		\$ -	
41	Rate BAMP	\$ -			1,035,600		\$ -	
42	Rate HLF	\$ -			97,323		\$ -	
43	Rate SL/OL	\$ -	25,169				\$ -	
44	Total	\$ -					\$ -	

Schedule 1, Line 27

45 Total \$ (8,875,821)

Line 1 + 12 + 23 + 34

	Rate Schedule		Customers or Services	Energy (kWh)	Demand (kW)	Rate Per Customer Per Month	Rate per kWh	Rate per kW/kVa	Reference
46	Rate RS	\$ (3,850,332)		1,399,798,865			\$ (0.002751)		Line 2 + 13 + 24 + 35
47	Rate B	\$ (20,414)		7,362,997			\$ (0.002773)		Line 3 + 14 + 25 + 36
48	Rate SGS	\$ (156,214)		62,270,627			\$ (0.002509)		Line 4 + 15 + 26 + 37
49	Rate DGS/MLA	\$ (2,174,576)			2,975,097			\$ (0.731)	Line 5 + 16 + 27 + 38
50	Rate OSS	\$ (90,533)			285,745			\$ (0.317)	Line 6 + 17 + 28 + 39
51	Rate LP	\$ (2,391,146)			4,754,635			\$ (0.503)	Line 7 + 18 + 29 + 40
52	Rate BAMP	\$ (85,208)			1,035,600			\$ (0.082)	Line 8 + 19 + 30 + 41
53	Rate HLF	\$ (53,255)			97,323			\$ (0.547)	Line 9 + 20 + 31 + 42
54	Rate SL/OL	\$ (54,143)	25,169				\$ (0.18)		Line 10 + 21 + 32 + 43
55	Total	\$ (8,875,821)							Line 11 + 22 + 33 + 44

--ILLUSTRATIVE--  
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
d/b/a CENTERPOINT ENERGY INDIANA SOUTH  
CEI SOUTH  
TAX ADJUSTMENT RIDER ("TAR")  
PROPOSED RATES AND CHARGES

Line No.	Rate Schedule	Description	A	B	C
			Rate per Customer Per Month	Rate per kWh	Rate per kW/kVa
<b>Combined Rates and Charges - (Proposed)</b>					
1	Rate RS	Residential Service		\$ (0.002751)	
2	Rate B	Water Heating Service		\$ (0.002773)	
3	Rate SGS	Small General Service		\$ (0.002509)	
4	Rate DGS/MLA	Demand General Service / Municipal Levee Authority			\$ (0.731)
5	Rate OSS	Off-Season Service			\$ (0.317)
6	Rate LP	Large Power Service			\$ (0.503)
7	Rate BAMP	Backup, Auxiliary, and Maintenance Power Services			\$ (0.082)
8	Rate HLF	High Load Factor Service			\$ (0.547)
9	Rate SL/OL	Street Lighting / Outdoor Lighting	\$ (0.18)		

--ILLUSTRATIVE--  
**SOUTHERN INDIANA GAS AND ELECTRIC COMPANY**  
**d/b/a CENTERPOINT ENERGY INDIANA SOUTH**  
**CEI SOUTH**  
**TAX ADJUSTMENT RIDER ("TAR")**  
**PROJECTED RECOVERIES BY MONTH**

Line No.	Rate Schedule	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Annual Total
<b>Projected Customer Count (A)</b>														
1	SL/OL - Street Lighting / Outdoor Lighting Service	25,169	25,169	25,169	25,169	25,169	25,169	25,169	25,169	25,169	25,169	25,169	25,169	25,169
<b>Projected Energy (kWh) (A)</b>														
2	RS - Residential Service	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	116,649,905	1,399,798,865
3	B - Water Heating Service	613,583	613,583	613,583	613,583	613,583	613,583	613,583	613,583	613,583	613,583	613,583	613,583	7,362,997
4	SGS - Small General Service	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	5,189,219	62,270,627
<b>Projected Demand (kW)/(kVa) (A)</b>														
5	DGS - Demand General Service / Municipal Levee Authority	247,925	247,925	247,925	247,925	247,925	247,925	247,925	247,925	247,925	247,925	247,925	247,925	2,975,097
6	OSS - Off-Season Service	23,812	23,812	23,812	23,812	23,812	23,812	23,812	23,812	23,812	23,812	23,812	23,812	285,745
7	LP - Large Power Service	396,220	396,220	396,220	396,220	396,220	396,220	396,220	396,220	396,220	396,220	396,220	396,220	4,754,635
8	BAMP - Backup, Auxiliary, and Maintenance Power Services	86,300	86,300	86,300	86,300	86,300	86,300	86,300	86,300	86,300	86,300	86,300	86,300	1,035,600
9	HLF - High Load Factor Service	8,110	8,110	8,110	8,110	8,110	8,110	8,110	8,110	8,110	8,110	8,110	8,110	97,323
<b>Projected Recoveries (B)</b>														
10	RS - Residential Service	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (320,861)	\$ (3,850,332)
11	B - Water Heating Service	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (1,701)	\$ (20,414)
12	SGS - Small General Service	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (13,018)	\$ (156,214)
13	DGS - Demand General Service / Municipal Levee Authority	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (181,215)	\$ (2,174,576)
14	OSS - Off-Season Service	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (7,544)	\$ (90,533)
15	LP - Large Power Service	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (199,262)	\$ (2,391,146)
16	BAMP - Backup, Auxiliary, and Maintenance Power Services	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (7,101)	\$ (85,208)
17	HLF - High Load Factor Service	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (4,438)	\$ (53,255)
18	SL/OL - Street Lighting / Outdoor Lighting	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (4,512)	\$ (54,143)
19	<b>Total Recoveries including Variances during first six months</b>	<b>\$ (739,652)</b>	<b>\$ (8,875,821)</b>											

**Notes:**  
**(A)** Source: Pet.'s Ex. No. 20, Schedule E-4.1  
**(B)** Proposed Rates and Charge, multiplied by Estimated Billing Determinants (A)

--ILLUSTRATIVE--  
 SOUTHERN INDIANA GAS & ELECTRIC COMPANY  
 d/b/a CENTERPOINT ENERGY INDIANA SOUTH  
 CEI SOUTH  
 GREEN ENERGY RIDER  
 ACTUAL VARIANCES BY CUSTOMER THROUGH DECEMBER 31, 2024

Line	Description	A		B		C		D		E	
		Company 1	Company 2	Company 2	Company 3	Company 3	Total	Reference			
<b>Actual Recovery</b>											
1	Jan-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
2	Feb-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
3	Mar-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
4	Apr-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
5	May-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
6	Jun-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
7	Jul-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
8	Aug-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
9	Sep-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
10	Oct-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
11	Nov-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
12	Dec-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(A)			
13	Total Actual Recoveries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Sum Lines 1-12			
<b>Approved Recovery</b>											
14	Jan-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
15	Feb-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
16	Mar-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
17	Apr-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
18	May-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
19	Jun-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
20	Jul-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
21	Aug-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
22	Sep-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
23	Oct-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
24	Nov-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
25	Dec-24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(B)			
26	Total Approved Recoveries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Sum Lines 14-25			
27	<b>Total (Over)/Under Recovery Variance (C)</b>	<u>\$ -</u>	Line 26 - Line 13								

(A) Actual Recoveries represent billed Green Energy revenues from the company's customer billing system by month and by Company

(B) Based on prior REC Recovery approvals

(C) To Attachment MAR-1, Schedule 2

--ILLUSTRATIVE--  
 SOUTHERN INDIANA GAS & ELECTRIC COMPANY  
 d/b/a CENTERPOINT ENERGY INDIANA SOUTH  
 CEI SOUTH  
 GREEN ENERGY RIDER  
 ALLOCATION AND REC RECOVERY DERIVATION BY COMPANY MAY 31, 2026

Line	Description	A Company 1	B Company 2	C Company 3	D Total	E Reference
<b>Request</b>						
1	Requested RECs	300,000	200,000	50,000	550,000	
2	% of request	54.55%	36.36%	9.09%	100.00%	Line 1 / Line 1 Column D
3	Projected Total RECs				414,320	
4	Projected Available RECs (85% of total)				352,172	Line 3 x 85%
5	Allocation of Available RECs	192,094	128,063	32,016	352,172	
6	\$ per REC	\$ 5.55	\$ 5.55	\$ 5.55		
7	REC Recovery Requirement	\$ 1,066,121	\$ 710,747	\$ 177,687	\$ 1,954,554	Line 5 x Line 6
8	(Over)/Under Recovery Variance	\$ -	\$ -	\$ -	\$ -	Schedule 1, Line 27
9	<b>Total REC Recovery Including Variances</b>	<u>1,066,121</u>	<u>710,747</u>	<u>177,687</u>	<u>\$ 1,954,554</u>	Line 7 + Line 8
<b>Monthly REC Recovery Including Variances</b>						
10	Jun-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
11	Jul-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
12	Aug-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
13	Sep-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
14	Oct-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
15	Nov-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
16	Dec-25	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
17	Jan-26	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
18	Feb-26	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
19	Mar-26	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
20	Apr-26	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
21	May-26	\$ 88,843	\$ 59,229	\$ 14,807	\$ 162,880	Line 9 / 12
22	<b>Total REC Recovery Including Variances</b>	<u>\$ 1,066,121</u>	<u>\$ 710,747</u>	<u>\$ 177,687</u>	<u>\$ 1,954,554</u>	Sum Lines 10-21