STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF INDIANAPOLIS POWER & LIGHT COMPANY D/B/A AES INDIANA FOR APPROVAL OF DEMAND SIDE MANAGEMENT ADJUSTMENT FACTORS FOR ELECTRIC SERVICE FOR THE BILLING MONTHS OF JANUARY THROUGH DECEMBER 2027.	))))))	**CAUSE NO. 43623 DSM 26**

VERIFIED PETITION FOR APPROVAL OF
<u>DEMAND SIDE MANAGEMENT ADJUSTMENT FACTORS</u>

Petitioner Indianapolis Power & Light Company d/b/a AES Indiana ("AES Indiana" or "Company") hereby petitions the Indiana Utility Regulatory Commission ("Commission") for approval of a rate adjustment to be reflected in its Demand Side Management ("DSM") Adjustment Factors and made effective commencing with the January 2027 billing cycle or the first billing cycle following the Commission's Order in this proceeding. In accordance with 170 IAC 1-1.1-8 and 1-1.1-9, Petitioner submits the following:

<u>Petitioner's Corporate Status and Operations.</u>

1. AES Indiana is a public utility corporation organized and existing under the laws of the State of Indiana with its principal office and place of business at One Monument Circle, Indianapolis, Indiana. Petitioner is engaged in rendering electric utility service in the State of Indiana.

2. AES Indiana renders retail electric utility service to approximately 534,000 retail customers located principally in and near the City of Indianapolis, Indiana, and in portions of the following Indiana counties: Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan, Owen, Putnam and Shelby Counties. AES Indiana owns electric generating, transmission and distribution plant, property and equipment and related facilities, which are used and useful for

the convenience of the public in the production, transmission, delivery and furnishing of electric energy, heat, light and power.

Petitioner's "Public Utility" and Regulated Status.

3. Petitioner is a "public utility" within the meaning of Ind. Code § 8-1-2-1 and is an "electricity supplier" within the meaning of Ind. Code §§ 8-1-2.3-2(b), 8-1-8.5-9 and -10, and is subject to the jurisdiction of the Commission in the manner and to the extent provided by the Public Service Commission Act, as amended, and other pertinent laws of the State of Indiana.

Relief Sought by Petitioner.

4. This Petition is filed for the purpose of securing authorization for and approval of DSM Adjustment Factors for the billing months of January through December 2027.

5. As explained in the testimony of AES Indiana Witness Heath, AES Indiana designates all of the customers that have not opted-out of AES Indiana's DSM programs as of January 1, 2027, including commercial and industrial ("C&I") customers who have chosen to opt back into DSM programs, and all of AES Indiana's residential customers as "Non Opt-Out Customers." All C&I customers that have opted out are separated into customer groups denoted as "Opt-Out 2021" through "Opt-Out 2027", depending on the effective date of their opt-out.

6. C&I customers were again offered the opportunity to opt out of participation in AES Indiana's DSM programs in 2026. In this filing, AES Indiana is presenting schedules to support the DSM adjustment factors for the Opt-Out 2021 through Opt-Out 2027 Customer groups and the Non Opt-Out Customer groups.

7. The DSM Adjustment Factors requested to be approved in this proceeding are based primarily on projected program operating costs, financial incentives, and lost revenue, for January through December 2027, associated with Petitioner's 2027-2029 DSM Plan pending

approval in Cause No. 46417. The projected DSM program operating costs to be recovered for the calendar year 2027 total $34,535,013. See AES Indiana Attachment DH-1, page 1, line 16. As discussed in greater detail in AES Indiana's case-in-chief, the DSM Adjustment Factors include a true-up of financial incentives and lost revenue for January through December 2025 (based on 2025 evaluation, measurement, and verification results). The requested DSM Adjustment Factors also include a reconciliation of projected program expenditures and revenues to actual costs and revenues for January through December 2025.

Governing Statutes.

8. AES Indiana considers the provisions of the Public Service Commission Act, as amended, including Ind. Code § 8-1-2-42(a), Ind. Code ch. 8-1-8.5, and 170 IAC 4-8-1 *et seq*. are or may be applicable to this Petition.

Submission of Supporting Evidence.

9. AES Indiana's testimony, attachments and workpapers in support of this Petition are being filed contemporaneously with this Petition to aid the Commission in processing this Petition.

DSM Adjustment Factors.

10. The DSM factors are designed to recover a total revenue requirement of $36,353,039.[1] See AES Indiana Attachment DH-1, page 5, line 14. Based upon the Grand Total Costs to be Recovered and projected kilowatt-hour ("kWh") sales for January through December 2027, Petitioner's proposed DSM Adjustment factors are as follows:

[1] Represents Revenue Requirement for All Customer Groups and Opt-Out Classes with the exception of Opt-Out 2021, 2022, and 2023 customers as the Company is not seeking recovery of the undercollection from these customers.

	Non-Opt Out Customers	Opt-Out 2027 Customers	Opt-Out 2026 Customers	Opt-Out 2025 Customers	Opt-Out 2024 Customers
Tariff Class	$/kWh	$/kWh	$/kWh	$/kWh	$/kWh
Rates RS, CW, and EVX (with associated Rate RS service)	$0.004470	--	--	--	--
Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)	$0.002915	$(0.000872)	--	--	--
Rates PL, PH, HL, SL, and EVX (with associated SL service) customers	$0.002266	$(0.001031)	$(0.001033)	$0.000631	$(0.000956)
Rates MU-1 and APL	$0.000540	$(0.000854)	--	--	--

11. A copy of the proposed Tariff is included with the petition in this filing as Exhibit A.

12. After taking into consideration the changes proposed in this Petition, and the factor currently in effect, a residential customer using 1,000 kWh per month will experience a DSM adjustment of $4.47 per month, which is a decrease of 0.23% per month relative to the DSM factor and basic rates and charges currently in effect.

Books and Records.

13. The books and records of Petitioner supporting such data and calculations are kept in accordance with the Uniform System of Accounts for Electric Utilities prescribed by this Commission and are available for inspection and review by the Indiana Office of Utility Consumer Counselor ("OUCC") and this Commission.

DSM Adjustment Factors Effective Date.

14. Petitioner seeks to make the DSM Adjustment Factors requested herein effective for all bills rendered for electric services beginning with the first billing cycles for the January

2027 billing month (Regular Billing District 41 and Special Billing District 01), which begins December 31, 2026. Such adjustment factors, upon becoming effective, shall remain in effect for approximately twelve (12) months or until replaced by different adjustment factors approved in a subsequent filing.

Petitioner's Counsel.

15. The names and addresses of Petitioner's duly authorized representatives to whom all correspondence and communication concerning this Petition should be sent, are as follows:

Jeffrey M. Peabody (No. 28000-53)
Rajan Kapoor (No. 39737-42)
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis Indiana 46204-2023

Peabody Phone:	(317) 713-3647
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Procedural Schedule.

16. In its Order dated December 29, 2010 in Cause No. 43623-DSM-2, the Commission approved the parties' agreement regarding a standard procedural schedule for future filings. In accordance therewith, the procedural schedule for Cause No. 43623-DSM-26 would be as follows:

- Petitioner's Case-In-Chief is being filed concurrently with this Verified Petition.
- OUCC's and any Intervenors' respective Cases-In-Chief would be due on Friday, October 16, 2026, or six weeks (42 days) from the filing of Petitioner's Case-in-Chief.
- Petitioner will file its rebuttal testimony (if any) on Tuesday October 27, 2026, or eleven (11) calendar days after the OUCC and any Intervenors file their respective Cases-In-Chief.
- An evidentiary hearing would be held on or about Thursday, November 5, 2026, or approximately 62 days from the filing of Petitioner's Case-in-Chief.

- AES Indiana will use best efforts to provide the OUCC a draft proposed order three (3) business days in advance of the evidentiary hearing and the OUCC will use best efforts to review and provide comments on the proposed order at or before the hearing.
- Any response or objection to a discovery request should be made within three (3) business days of the receipt of such request, and the parties will utilize electronic discovery. The parties will also serve documents electronically when practicable.

WHEREFORE, Petitioner respectfully requests that the Indiana Utility Regulatory Commission approve this Petition and the DSM Adjustment Factors requested herein; authorize Petitioner to make such factors effective as requested above; approve the proposed Tariff attached hereto as Exhibit A; and grant to Petitioner such additional or further relief as may be appropriate.

INDIANAPOLIS POWER & LIGHT COMPANY
D/B/A AES INDIANA

____
Chad Rogers
Director of Regulatory Affairs

____
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Attorneys For Applicant
INDIANAPOLIS POWER & LIGHT COMPANY
D/B/A AES INDIANA

Verification

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

Dated this 4th day of September, 2026.

Donald Heath

____

Donald Heath

Exhibit A

STANDARD CONTRACT RIDER NO. 22
DEMAND-SIDE MANAGEMENT ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, MD, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a Demand-Side Management (DSM) Adjustment applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

A. The DSM adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$DSM = \frac{P + LR}{S} \quad \text{(For each rate class)}$$

where:

1. "P" is the estimate of DSM program operating costs and any financial incentives and other DSM costs approved for recovery by the Commission for the period from January through December ~~2026~~ 2027 for the DSM programs described and approved in Cause Nos. 44945, 45370, and 45898, 46081, and 46417.

2. "LR" is the estimate of lost revenues for the same estimated period set forth in "P", calculated as follows:

   (a) The participants for each program eligible for lost revenues recovery estimated for each of the twelve months; times
   (b) The reduction in energy and demand for each program to obtain the total reduction in energy and demand for all DSM programs summed by rate. This total times
   (c) The lost contribution to fixed costs for each rate, that is, the average marginal price by rate less the base cost of fuel and variable Operation & Maintenance expenses and/or the demand rate, to obtain the lost revenues by rate summed by rate class.

3. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "P", consisting of the net sum in kilowatt-hours of:

   (a) Net generation,
   (b) Purchases and
   (c) Interchange-in, less
   (d) Inter-system Sales,
   (e) Energy Losses and Company Use

B. The DSM Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of revenue-based tax charges occasioned by the DSM adjustment revenues.

C. The DSM Adjustment Factor may be further modified to reflect the difference between the actual and estimated DSM Adjustment amounts and Customer participation levels.

STANDARD CONTRACT RIDER NO. 22 (Continued)

The DSM Adjustment Factor to be effective for all bills rendered for electric service after approval will be:

	Non-Opt-Out Customers	Opt-Out 2027 Customers	Opt-Out 2026 Customers	Opt-Out 2025 Customers	Opt-Out 2024 Customers	~~Opt-Out 2023 Customers~~	~~Opt-Out 2022 Customers~~	~~Opt-Out 2021 Customers~~
Tariff Class	$/kWh	$/kWh	$/kWh	$/kWh	$/kWh	~~$/kWh~~	~~$/kWh~~	~~$/kWh~~
Rates RS, CW, and EVX (with associated Rate RS service)	0.~~004851~~004470	--	--	--	--	~~--~~	~~--~~	~~--~~
Rates SS, SH, MD, OES, UW, CW, and EVX (with associated Rate SS service)	0.~~008263~~002915	(0.000872)	0.~~002277~~000000	0.000000	~~(~~0.~~001179~~000000~~)~~	~~0.000000~~	~~0.000000~~	~~(0.002522)~~
Rates PL, PH, HL, SL, and EVX (with associated SL service) customers	0.~~010889~~002266	(0.001031)	(0.~~005804~~001033)	0.~~005646~~000631	(0.~~002811~~000956)	~~0.000000~~	~~0.000000~~	~~(0.000403)~~
Rates MU-1 and APL	0.~~000999~~000540	(0.000854)	~~(~~0.~~001139~~000000~~)~~	0.000000	0.000000	~~0.000000~~	~~0.000000~~	~~0.000000~~

Note that customers who have elected to opt out effective January 1, 202~~0~~3 or earlier (Opt-Out 202~~0~~3 and earlier) will have a factor of zero under Standard Contract Rider No. 22.

D. Opt-out Procedures

Pursuant to Senate Enrolled Act 340, a customer shall be allowed to opt out of both participating in the Company's energy efficiency programs and paying the Standard Contract Rider No. 22 rate adjustment (except for the Standard Contract Rider No. 22 Opt-out Rate Adjustment, shown above), provided each of the following conditions are met:

1. The customer must receive service(s) at a single site (contiguous property) and must have greater than one (1) megawatt of demand in the preceding twelve (12) months, as measured by a single demand meter (a single service), at such single site.

STANDARD CONTRACT RIDER NO. 22 (Continued)

D. Opt-out Procedures (Continued)

2. The opt-out will only apply to a single site, and all (non-residential) services at such site will be subject to the opt-out (with the Customer having the obligation to identify all such accounts and services to the Company). If a Customer has a Single Site with Qualifying Load, it shall opt out all non-residential accounts (services) receiving service at that Single Site. Such accounts will be opted out provided the Customer identifies the accounts in the Customer's notice to the Company of its election to opt out.
3. The customer must notify the Company of its decision to opt out prior to June 1, 2014 (for 2014 opt-out), or prior to July 1 for opt-out effective the following January.
4. 2014 opt-outs shall be effective as of the first billing cycle following the customer's notice to the Company. 2015 and subsequent year opt-outs shall be effective as of the January billing cycle following the customer's notice to the Company.
5. New customers of greater than one (1) megawatt via at least one (1) meter on a single (contiguous property) site may complete the form to opt out of the program immediately. New customers will need to have and demonstrate at least one (1) megawatt of demand as measured by a single demand meter, at a single (contiguous property) site before opt-out will be approved and implemented.
6. The customer must provide written notice to the Company of its decision to opt out. Such notice must utilize a form provided by the Company. To the extent a Qualifying Customer notified the Company of its desire to opt out of EE Programs prior to June 1, 2014, the Company will still require the Qualifying Customer to complete the Opt-Out form, with the date of initial notification preserved. All customer opt-out notices are subject to Company verification of customer's eligibility to opt out.
7. The written notice must be received by the Company on or before the following dates for the opt-out to take effect on the following effective dates:

Notice Must be Received On or Before:	Effective Date of Opt-out:
June 1, 2014	July 1, 2014
November 15, 2014	January 1, 2015
November 15, 2015	January 1, 2016
November 15, 2016	January 1, 2017
November 15, 2017	January 1, 2018
November 15, 2018	January 1, 2019
July 1, 2019	January 1, 2020 and so on

STANDARD CONTRACT RIDER NO. 22 (Continued)

D. Opt-out Procedures (Continued)

8. Customers that opt out will remain liable for energy efficiency program costs that accrued or were incurred, or relate to energy efficiency investments made, before the date on which the opt-out is effective, regardless of the date on which rates reflecting such costs are actually charged. Such costs may include costs related to evaluation, measurement and verification ("EM&V") required to be conducted after a customer opts out on projects completed under an energy efficiency program while the customer was a participant. In addition, such costs may include costs required by contracts executed prior to April 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 shall not be responsible for any program operating costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt-out, with exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt-out. If the Company makes subsequent changes to the allocation of energy efficiency program costs, Qualifying Customers that opted out of participation will continue to pay those costs based on the allocation in effect at the time of the notice of opt-out. Any reconciliation of energy efficiency program costs will likewise be allocated in the same manner in effect at the time of the Qualifying Customer's notice of opt-out.
9. A Qualifying Customer may opt back in effective the following billing cycle by requesting such opt-in at least five (5) days prior to the next billing cycle. Requests to opt in received less than five business days prior to the next billing cycle will be effective one month later. In order to opt back in, the Qualifying Customer must complete a form provided by the Company, or provide written notice to the Company in substantially the same format as the form provided by the Company that: (1) unequivocally indicates its desire to opt back in to the Company's energy efficiency program, (2) lists all sites (and all services at such sites) which the customer intends to opt in, (3) contains a statement that the customer understands that by opting in, it is required to participate in the program for at least three (3) years and pay related costs including lost revenues and incentives, and (4) confirms that the signatory has authority to make that decision for the customer. Only the qualifying accounts/sites identified in the letter will be opted back into the energy efficiency program, and a customer opting back in must opt back in for all accounts at a single site.
10. Once a customer opts back in, that customer must participate for at least three (3) years, and may only opt out effective January 1 of the year following the third year of participation. If the customer elects to opt out again before the end of the three (3) year period, it may do so, but remains liable for and must continue to pay rates that include energy efficiency program costs for the remainder of the three (3) year period. If a customer elects to opt back out after the three (3) year period, that customer shall be responsible for energy efficiency program costs as outlined for other customers who have opted out of the energy efficiency program.

STANDARD CONTRACT RIDER NO. 22 (Continued)

D. Opt-out Procedures (Continued)

11. As of the effective date of the opt-out in 2014 or January 1 of any subsequent year, the customer is no longer eligible to participate in any energy efficiency program for the qualified service(s), including receiving incentive payment for projects previously approved but not yet complete as of the effective date of the opt-out.

STANDARD CONTRACT RIDER NO. 22
DEMAND-SIDE MANAGEMENT ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, MD, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a Demand-Side Management (DSM) Adjustment applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

A. The DSM adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$DSM = \frac{P + LR}{S} \quad \text{(For each rate class)}$$

where:

1. “P” is the estimate of DSM program operating costs and any financial incentives and other DSM costs approved for recovery by the Commission for the period from January through December 2027 for the DSM programs described and approved in Cause Nos. 44945, 45370, and 45898, 46081, and 46417.

2. “LR” is the estimate of lost revenues for the same estimated period set forth in “P”, calculated as follows:

   (a) The participants for each program eligible for lost revenues recovery estimated for each of the twelve months; times
   (b) The reduction in energy and demand for each program to obtain the total reduction in energy and demand for all DSM programs summed by rate. This total times
   (c) The lost contribution to fixed costs for each rate, that is, the average marginal price by rate less the base cost of fuel and variable Operation & Maintenance expenses and/or the demand rate, to obtain the lost revenues by rate summed by rate class.

3. “S” is the estimated kilowatt-hour sales, for the same estimated period set forth in “P”, consisting of the net sum in kilowatt-hours of:

   (a) Net generation,
   (b) Purchases and
   (c) Interchange-in, less
   (d) Inter-system Sales,
   (e) Energy Losses and Company Use

B. The DSM Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of revenue-based tax charges occasioned by the DSM adjustment revenues.

C. The DSM Adjustment Factor may be further modified to reflect the difference between the actual and estimated DSM Adjustment amounts and Customer participation levels.

STANDARD CONTRACT RIDER NO. 22 (Continued)

The DSM Adjustment Factor to be effective for all bills rendered for electric service after approval will be:

	Non-Opt-Out Customers	Opt-Out 2027 Customers	Opt-Out 2026 Customers	Opt-Out 2025 Customers	Opt-Out 2024 Customers
Tariff Class	$/kWh	$/kWh	$/kWh	$/kWh	$/kWh
Rates RS, CW, and EVX (with associated Rate RS service)	0.004470	--	--	--	--
Rates SS, SH, MD, OES, UW, CW, and EVX (with associated Rate SS service)	0.002915	(0.000872)	0.000000	0.000000	0.000000
Rates PL, PH, HL, SL, and EVX (with associated SL service) customers	0.002266	(0.001031)	(0.001033)	0.000631	(0.000956)
Rates MU-1 and APL	0.000540	(0.000854)	0.000000	0.000000	0.000000

Note that customers who have elected to opt out effective January 1, 2023 or earlier (Opt-Out 2023 and earlier) will have a factor of zero under Standard Contract Rider No. 22.

D. Opt-Out Procedures

Pursuant to Senate Enrolled Act 340, a customer shall be allowed to opt out of both participating in the Company's energy efficiency programs and paying the Standard Contract Rider No. 22 rate adjustment (except for the Standard Contract Rider No. 22 Opt-Out Rate Adjustment, shown above), provided each of the following conditions are met:

1. The customer must receive service(s) at a single site (contiguous property) and must have greater than one (1) megawatt of demand in the preceding twelve (12) months, as measured by a single demand meter (a single service), at such single site.

STANDARD CONTRACT RIDER NO. 22 (Continued)

D. Opt-out Procedures (Continued)

2. The opt-out will only apply to a single site, and all (non-residential) services at such site will be subject to the opt-out (with the Customer having the obligation to identify all such accounts and services to the Company). If a Customer has a Single Site with Qualifying Load, it shall opt out all non-residential accounts (services) receiving service at that Single Site. Such accounts will be opted out provided the Customer identifies the accounts in the Customer's notice to the Company of its election to opt out.
3. The customer must notify the Company of its decision to opt out prior to June 1, 2014 (for 2014 opt-out), or prior to July 1 for opt-out effective the following January.
4. 2014 opt-outs shall be effective as of the first billing cycle following the customer's notice to the Company. 2015 and subsequent year opt-outs shall be effective as of the January billing cycle following the customer's notice to the Company.
5. New customers of greater than one (1) megawatt via at least one (1) meter on a single (contiguous property) site may complete the form to opt out of the program immediately. New customers will need to have and demonstrate at least one (1) megawatt of demand as measured by a single demand meter, at a single (contiguous property) site before opt-out will be approved and implemented.
6. The customer must provide written notice to the Company of its decision to opt out. Such notice must utilize a form provided by the Company. To the extent a Qualifying Customer notified the Company of its desire to opt out of EE Programs prior to June 1, 2014, the Company will still require the Qualifying Customer to complete the Opt-Out form, with the date of initial notification preserved. All customer opt out notices are subject to Company verification of customer's eligibility to opt-out.
7. The written notice must be received by the Company on or before the following dates for the opt-out to take effect on the following effective dates:

Notice Must be Received On or Before:	Effective Date of Opt-out:
June 1, 2014	July 1, 2014
November 15, 2014	January 1, 2015
November 15, 2015	January 1, 2016
November 15, 2016	January 1, 2017
November 15, 2017	January 1, 2018
November 15, 2018	January 1, 2019
July 1, 2019	January 1, 2020 and so on

STANDARD CONTRACT RIDER NO. 22 (Continued)

D. Opt-out Procedures (Continued)

8. Customers that opt out will remain liable for energy efficiency program costs that accrued or were incurred, or relate to energy efficiency investments made, before the date on which the opt-out is effective, regardless of the date on which rates reflecting such costs are actually charged. Such costs may include costs related to evaluation, measurement and verification ("EM&V") required to be conducted after a customer opts out on projects completed under an energy efficiency program while the customer was a participant. In addition, such costs may include costs required by contracts executed prior to April 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 shall not be responsible for any program operating costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt-out, with exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt-out. If the Company makes subsequent changes to the allocation of energy efficiency program costs, Qualifying Customers that opted out of participation will continue to pay those costs based on the allocation in effect at the time of the notice of opt-out. Any reconciliation of energy efficiency program costs will likewise be allocated in the same manner in effect at the time of the Qualifying Customer's notice of opt-out.
9. A Qualifying Customer may opt back in effective the following billing cycle by requesting such opt-in at least five (5) days prior to the next billing cycle. Requests to opt in received less than five business days prior to the next billing cycle will be effective one month later. In order to opt back in, the Qualifying Customer must complete a form provided by the Company, or provide written notice to the Company in substantially the same format as the form provided by the Company that: (1) unequivocally indicates its desire to opt back in to the Company's energy efficiency program, (2) lists all sites (and all services at such sites) which the customer intends to opt in, (3) contains a statement that the customer understands that by opting in, it is required to participate in the program for at least three (3) years and pay related costs including lost revenues and incentives, and (4) confirms that the signatory has authority to make that decision for the customer. Only the qualifying accounts/sites identified in the letter will be opted back into the energy efficiency program, and a customer opting back in must opt back in for all accounts at a single site.
10. Once a customer opts back in, that customer must participate for at least three (3) years, and may only opt out effective January 1 of the year following the third year of participation. If the customer elects to opt out again before the end of the three (3) year period, it may do so, but remains liable for and must continue to pay rates that include energy efficiency program costs for the remainder of the three (3) year period. If a customer elects to opt back out after the three (3) year period, that customer shall be responsible for energy efficiency program costs as outlined for other customers who have opted out of the energy efficiency program.

STANDARD CONTRACT RIDER NO. 22 (Continued)

D. Opt-out Procedures (Continued)

11. As of the effective date of the opt-out in 2014 or January 1 of any subsequent year, the customer is no longer eligible to participate in any energy efficiency program for the qualified service(s), including receiving incentive payment for projects previously approved but not yet complete as of the effective date of the opt-out.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this 4th day of September, 2026, by email transmission, hand delivery or United States Mail, first class, postage prepaid to:

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