

September 30, 2021

Secretary of the Commission and
Director of Electricity Division
Indiana Utility regulatory Commission
101 W. Washington St., Suite 1500E
Indianapolis, IN 46204

RE: IPL d/b/a AES Indiana Rate CGS Tariff Update 30-Day Filing

Under 170 IAC 1-6, the Thirty-Day Administrative Filing Procedures and Guidelines Rule, Indianapolis Power & Light Company d/b/a AES Indiana ("AES Indiana") submits herewith for filing a revision to our Tariff No. E-18, Rate CGS: Cogeneration & Small Power Production ("Rate CGS") to reflect an updated curtailment guideline and enhanced rate mechanics for Back-up Power and Maintenance Power provision. The proposed changes are included in the following pages:

Rate CGS: Cogeneration & Small Power Production
2nd Revised Nos. 121, 123, and 123.1

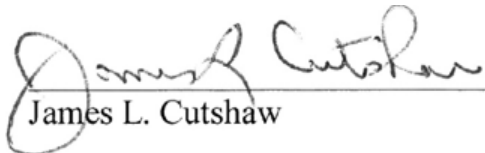
The purpose of these revisions to the tariff pages is twofold. First, MISO Emergency Step Classifications have changed. The current tariff language refers to a Step 2d for curtailment, however there is no longer a Step 2d in the MISO Emergency Procedures. To accurately reflect the current MISO practices, AES Indiana proposes to update the curtailment step to be Step 2c. Second, AES Indiana is updating the rate mechanics for its Back-up Power and Maintenance Power provision to better meet the unique needs of cogenerating customers that require Back-up Power and Maintenance Power. The proposed tariff language incorporates a fixed Transmission & Distribution monthly demand charge and a daily generation demand charge for Back-up Power and Maintenance Power. AES Indiana developed these changes to the rate structure using customer feedback and utility research to find effective alternatives, as the current tariff language of this portion of Rate CGS has resulted in no customer utilization since its implementation.

A redlined version of pages 121, 123, and 123.1 of Tariff No. E-18 (Attachment 1) reflect the proposed changes to be made to the Rate CGS language. A clean version of those pages is included as Attachment 2. Additionally, pages 121, 123, and 123.1 of Tariff No. E-18 can now be found on AES Indiana's website at: <https://www.aesindiana.com/pending>.

This filing contains a Verified Statement by AES Indiana concerning notification of customers regarding the proposed revision to our Tariff, a copy of such notification, and proof of publication (Attachment 3). AES Indiana's past practice of posting the public notice at the Customer Service Office at 2102 N. Illinois Street has ended due to the closure of said Customer Service Office to public access.

If you have any questions, please feel free to contact me at 317-371-5761, at the address on the letterhead, or at Jim.Cutshaw@aes.com

Respectfully submitted,



James L. Cutshaw

Senior Manager, Rates & Regulations

Enclosures

xc: Office of the Utility Consumer Counselor (via email)

Attachment 1

- (m) Curtailed Power means electric energy or capacity supplied by the Company subject to reduction by the Company only due to issues of system reliability and not economic interruption. The Customer shall be subject to curtailment by the Company for system reliability just like a firm service Customer. In addition, the Customer must curtail its demand down to no more than its contracted maximum supplementary power demand when notified by the Company when a Maximum Generation Event has been declared for the Company's Local Balancing Authority Area and reached MISO Market Capacity Emergency Maximum Generation Event Step 2~~cd~~. The Company maintains the right to discontinue the supply of electric energy to the Customer in excess of the maximum supplementary power demand of the Customer, if Maximum Generation Event 2~~cd~~ has been reached, and the Customer fails to curtail its demand to its maximum supplementary power demand as required.
- (n) Prorated means the Customer's demand charge divided by the number of days in the month.
- (o) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
- (p) Commission means the Indiana Utility Regulatory Commission.
- (q) FERC means the Federal Energy Regulatory Commission.
- (r) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
- (s) Off Peak Period means the time not included in the Peak Period.

PURCHASE AND SALE:

The Company shall purchase energy or capacity which is made available by a Qualifying Facility and shall sell energy or capacity to a Qualifying Facility only in accordance with the terms and conditions set forth herein, but subject to all applicable requirements of Federal law or regulation, court decisions or orders from courts of competent jurisdiction and the continuing jurisdiction of the Commission and FERC. A written contract shall be required between the Company and each Qualifying Facility incorporating specific provisions governing the interconnection and each purchase and sale.

Purchases and sales shall also be subject to the following general terms and conditions:

- (a) Purchases and sales may occur simultaneously.
- (b) The Company need not purchase or sell at the time of a System Emergency.

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Qualifying Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Qualifying Facility in such a way as to accomplish purchases and sales as described in Sections (b) through (f).
- (b) The Qualifying Facility shall comply 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.
- (c) Interconnection Costs from the Qualifying Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Qualifying Facility. There shall be no obligation on the Company to finance such interconnection.
- (d) The Qualifying Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by

RATE CGS (Continued)

RATE FOR PURCHASE: (Continued)

In the event of an impasse in negotiations concerning RATES FOR PURCHASE of energy or capacity, either party may petition the Commission for a determination naming the other party as respondent.

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_p = Kilowatt-hours delivered to the Company during the Peak Period.
K = Kilowatts of capacity the Qualifying Facility contracts to provide.
T_p = Number of hours in the peak period.

The KW capacity available and the kilowatthours in the peak period shall be determined by a suitable recording type instrument.

For intended purchases of 72,000 kilowatthours or more per month of energy from a Qualifying Facility, the Company and the Qualifying Facility may agree to increase or decrease the rate in recognition of the following factors:

- (1) The extent to which scheduled outages of the Qualifying Facility can be usefully coordinated with scheduled outages of the Company's generation facilities;
- (2) The relationship of the availability of energy from the Qualifying Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Qualifying Facility;
- (3) The usefulness of energy from the Qualifying Facility during System Emergencies, including the ability of the Qualifying Facility to separate its load from its generation.

The Company and a Qualifying Facility may negotiate a rate for energy or capacity purchase which differs from the filed rate of Rate CGS.

RATES FOR SALE BY COMPANY:

Back-up Power shall be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer must specify in its contract with the Company the Customer's: (i) maximum back-up and maintenance power demand and (ii) maximum supplementary power demand. A customer's specified maximum back-up and maintenance power demand may not be greater than the maximum nameplate capacity of all Qualifying Facilities on that service. A Customer may not simultaneously qualify for Rate CGS, Rate REP Renewable Energy Production, Standard Contract Rider No. 9 Net Metering, and Standard Contract Rider No. 8 for off-peak service. Back-up Power, Maintenance Power and Supplementary Power may also be provided by agreement with the Company under Rate CSC. Such agreements must be reflective of the cost of service for the service that is being provided.

Under the back-up power and maintenance power riders the Customer pays the Company a zero-energy charge when the Customer self generates its own energy. The energy charge will default to the applicable tariff rate in the case of use of back-up, maintenance, or supplementary power.

RATE CGS (Continued)

RATES FOR SALE BY COMPANY: (Continued)

A Customer may receive a cost-justified reduction in their demand charge by taking back-up power or maintenance power service as Curtailable Power subject to a Company system limit of 55 megawatts total curtailable load served directly by customer-owned generation. Any Customer taking Curtailable Power while the 55 MW cap is in place will be grandfathered with respect to their existing curtailable load so that such Customer will have a right of first refusal in the event the cap is modified in the future. If back-up power or maintenance power service is taken as Curtailable Power, the generation component of the demand charge will be identified and the generation component will be offered on a prorated daily basis with no associated demand ratchet. The prorated demand charge will apply only to the amount of demand taken from the Company equal to the contracted back-up and maintenance demand, during an outage, not any demand that remains self-supplied by the Customer. Any demand that is in excess of the contracted back-up and maintenance demand will be charged at applicable tariff rates and ratchets.

<u>Daily Generation Component of Demand Charge (Curtailable Power)</u>		
Rate SL	Secondary Service (Large)	\$0.5840 net per KW
Rate PL	Primary Service (Large)	\$0.6377 net per KW
Rate HL	High Load Factor (Primary Distribution voltage)	\$0.6377 net per KW
Rate HL	High Load Factor (Sub-Transmission voltage)	\$0.6345 net per KW
Rate HL	High Load Factor (Transmission voltage)	\$0.6267 net per KW

If back-up power or maintenance power service is taken as Curtailable Power, and if the Company does not already have facilities in place to curtail the Customer, the Customer will be responsible for installing and maintaining a control system that allows the Company to remotely curtail the load served by the generator and to do so without notification if the generator is not serving load. The Company shall not use such control system to curtail the load except during a MISO Market Capacity Emergency within the Company's Local Balancing Authority Area that has reached Maximum Generation Event Step 5.

The transmission and distribution portions of the demand charge and associated ratchet will be a fixed monthly charge equal to the contracted amount of back-up and maintenance power demand, continue to be imposed for transmission and distribution costs when the Customer is taking back up and maintenance service. No interruptible capacity credit will apply to back-up power or maintenance power service demands.

<u>Monthly Transmission and Distribution Component of Demand Charge (Curtailable Power)</u>		
Rate SL	Secondary Service (Large)	\$3.66 net per KW
Rate PL	Primary Service (Large)	\$3.83 net per KW
Rate HL	High Load Factor (Primary Distribution voltage)	\$3.83 net per KW
Rate HL	High Load Factor (Sub-Transmission voltage)	\$3.19 net per KW
Rate HL	High Load Factor (Transmission voltage)	\$2.56 net per KW

STANDARD CONTRACT RIDERS APPLICABLE:

- | | | |
|--------|-------------------------------|--------------|
| No. 1 | Customer Load Characteristics | see Page 150 |
| No. 10 | Back-up Power | see Page 162 |
| No. 11 | Maintenance Power | see Page 163 |
| No. 12 | Supplementary Power | see Page 164 |

Attachment 2

- (m) Curtailed Power means electric energy or capacity supplied by the Company subject to reduction by the Company only due to issues of system reliability and not economic interruption. The Customer shall be subject to curtailment by the Company for system reliability just like a firm service Customer. In addition, the Customer must curtail its demand down to no more than its contracted maximum supplementary power demand when notified by the Company when a Maximum Generation Event has been declared for the Company's Local Balancing Authority Area and reached MISO Market Capacity Emergency Maximum Generation Event Step 2c. The Company maintains the right to discontinue the supply of electric energy to the Customer in excess of the maximum supplementary power demand of the Customer, if Maximum Generation Event 2c has been reached, and the Customer fails to curtail its demand to its maximum supplementary power demand as required.
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STANDARD CONTRACT RIDERS APPLICABLE:

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| No. 1 | Customer Load Characteristics | see Page 150 |
| No. 10 | Back-up Power | see Page 162 |
| No. 11 | Maintenance Power | see Page 163 |
| No. 12 | Supplementary Power | see Page 164 |

Attachment 3

**Verified Statement of Indianapolis Power & Light Company d/b/a AES Indiana
("AES Indiana")**

Concerning Notification of Customers Affected by the Revision of Rate CGS

AES Indiana complied with the Notice Requirements under 170 IAC 1-6-6 in the following manner:

- beginning on September 22, 2021 and continuing through the filing date, the attached notice was posted on AES Indiana's website under the Pending section of the Rates, Rules and Regulations area
- a legal notice placed in the Indianapolis Star on September 22, 2021 as evidenced by the attached Publisher's Affidavit; and
- beginning on the filing date, a copy of the Revision of Rate CGS filing will be included on AES Indiana's website under the Pending section of the Rates, Rules and Regulations area.

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

Dated this 30th day of September, 2021



James L. Cutshaw

Senior Manager, Rates & Regulations

LEGAL NOTICE

Notice is hereby given that on or about September 30, 2021, Indianapolis Power & Light Company d/b/a AES Indiana expects to submit a revision to its Tariff No. E-18 to be entitled Rate CGS: Cogeneration & Small Power Production, 2nd Revised Nos. 121, 123, and 123.1 (“Rate CGS”). The revision to Rate CGS will affect any customer taking Back-up Power and Maintenance Power under this rate and is updating the terms of curtailment and billing terms for such Back-up Power and Maintenance Power service. AES Indiana anticipates approval of this filing on or about November 3, 2021.

This notice is provided to the public pursuant to 170 IAC 1-6-6. The contact information, to which an objection should be made, is as follows:

Secretary
Indiana Utility Regulatory Commission
101 W. Washington Street, Suite 1500 East
Indianapolis, Indiana 46204
Telephone: (317) 232-2700
Fax: (317) 232-6758
Email: info@urc.in.gov

Office of Utility Consumer Counselor
115 W. Washington Street, Suite 1500 South
Indianapolis, Indiana 46204
Telephone: (317) 232-2484
Toll Free: 1-888-441-2494
Fax: (317) 232-5923
Email: uccinfo@oucc.in.gov

Dated September 22, 2021

The Indianapolis Star

130 South Meridian Street
Indianapolis, IN 46225
Marion County, Indiana

INDPLS POWER & LIGHT

Federal Id: 06-1032273

Account #:INI-46410
Order #:0004921016
of Affidavits: 2
Total Amount of Claim:\$486.60
This is not an invoice

INDPLS POWER & LIGHT
ATTN KARLA IVES
1 MONUMENT CIR
INDIANAPOLIS, IN 46204

PUBLISHER'S AFFIDAVIT

STATE OF WISCONSIN, }
County Of Brown } **SS:**

Personally appeared before me, a notary public in and for said county and state, the undersigned

I, being duly sworn, say that I am a clerk for THE INDIANAPOLIS NEWSPAPERS a DAILY STAR newspaper of general circulation printed and published in the English language in the city of INDIANAPOLIS in the state of INDIANA and county of MARION, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 times., the publications being in editions dated as follows:

Insertion being edition dated 09/22/2021

Newspaper has a website and this public notice was posted in the same day as it was published in the newspaper.

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

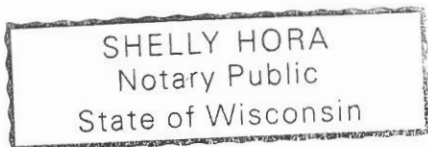
[Signature]

Date: 9-22, 2021 Title: Clerk

Subscribed and sworn to before me this 22 day of September, 2021

[Signature]
Notary Public

Notary Expires: 8-25-23



To: INDIANAPOLIS

STAR

(Governmental Unit)

_____ County, Indiana _____

Indianapolis, IN

35 lines, 2 columns wide equals 70 equivalent lines at \$6.59 per line @ 1 days. \$461.60

Website Publication \$0

Acct #:INI-46410
Ad #: 0004921016

Charge for proof(s) of publication \$0.00

DATA FOR COMPUTING COST

Width of single column 9.5 ems

Number of insertions 1

Size of type 7 point

TOTAL AMOUNT OF CLAIM \$486.60

Claim No. _____ Warrant No. _____

IN FAVOR OF

The Indianapolis Star

Indianapolis, IN

Marion County

130 S. Meridian St. Indianapolis, IN 46225

I have examined the within claim and hereby certify as follows:

That it is in proper form.

This it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct)
(incorrect)

\$ _____

On Account of Appropriation For

FED. ID

#06-1032273

Allowed _____, 20____

In the sum of \$ _____

I certify that the within claim is true and correct; that the services there-in itemized and for which charge is made were ordered by me and were necessary to the public business.

LEGAL NOTICE

Notice is hereby given that on or about September 30, 2021, Indianapolis Power & Light Company d/b/a AES Indiana expects to submit a revision to its Tariff No. E-18 to be entitled Rate CGS: Cogeneration & Small Power Production, 2nd Revised Nos. 121, 123, and 123.1 ("Rate CGS"). The revision to Rate CGS will affect any customer taking Back-up Power and Maintenance Power under this rate and is updating the terms of curtailment and billing terms for such Back-up Power and Maintenance Power service. AES Indiana anticipates approval of this filing on or about November 3, 2021.

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Dated September 22, 2021

INI - 9/22/21 - 0004921016

hspaxlp