



Roger Allan Flick II
Lead Rates & Regulatory Strategy Analyst

Duke Energy Indiana, Inc.
1000 East Main Street
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January 21, 2015

Brenda Howe
Indiana Utility Regulatory Commission
101 W. Washington St.
Suite 1500 East
Indianapolis, IN 46204-3407

Dear Ms. Howe:

The Company is submitting this filing under Section 3 of the Thirty-Day Administrative Filing Procedures and Guidelines (170 IAC 1-6). Section 3 (1) allows changes to rates and charges for new service. Section 3 (6) allows for the Thirty-Day Administrative Filing Procedures to be utilized for a filing the IURC has already approved or accepted the procedure(s) for the change. This submission is made pursuant to Rider 50, which established procedures enabling the Company to enter contracts of this nature with customers.

Tate & Lyle Ingredients Americas, LLC's (Tate & Lyle) previous contract for parallel operation of a qualifying facility (QF) was cancelled on May 29, 2014, due to their cogenerating facility not meeting contractually required performance measurement. Since that time Tate & Lyle's capacity and energy requirements have been billed at current, applicable retail rates. This prevented Tate & Lyle from receiving economic benefits associated with the reliable operation of a qualified cogenerating facility from the Company. Since March 28, 2014, Tate & Lyle has maintained an acceptable cogeneration performance measurement. These circumstances have lead the Company to seek Commission approval of a new contract.

The new contract is attached for IURC review. The contract applies exclusively to Tate & Lyle. The proposed contract is similar in intent, structure and substance to the prior, cancelled contract. Updated pricing and the inclusion of rate adjustment riders are key differences from the prior contract. Proposed terms are detailed on Schedule A of the attached contract. Verification of notification requirements detailed under Section 6 of the Thirty-Day Administrative Procedures and Guidelines have also been attached to this filing.

We are filing this contract and legal notice via the Commission's electronic filing system and sending via email a copy to the Office of Utility Consumer Counselor.

We would appreciate the return of a file-stamped copy for our files.

Received: January 21, 2015

IURC 30-Day Filing No.: 3328

Indiana Utility Regulatory Commission

Secretary of the Commission

January 21, 2015

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If there are any questions concerning this filing, please contact me at 317.838.1423.

Sincerely,

A handwritten signature in cursive script that reads "Roger Allan Flick II". The signature is written in black ink and is positioned above the typed name.

Roger Allan Flick II

Attachments

cc: J. Bailey
K. Karn
J. Knowles
K. Vestile
R. Helman (OUCC)
Dr. B. Borum (IURC)
M. Gallagher (IURC)
S. C. Wilde

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

SECTION FOUR

**CONTRACT FOR PARALLEL
OPERATION OF
QUALIFYING FACILITY BY
TATE & LYLE INGREDIENTS AMERICAS, LLC**

DATED: September 24, 2014

Issued:

Effective:

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

**CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC**

THIS CONTRACT, made and entered into as of this 24th day of September, 2014, by and between DUKE ENERGY INDIANA, INC., (hereinafter "Company"), an Indiana corporation and an electric utility subject to the jurisdiction of the Indiana Utility Regulatory Commission of Indiana (hereinafter "the Commission"), and Tate & Lyle Ingredients Americas, LLC (hereinafter "Customer"), a United Kingdom corporation which owns and operates a corn refining plant on Sagamore Parkway in Lafayette, Indiana (hereinafter "the Plant").

WITNESSETH:

WHEREAS, Customer has the following facilities at the Plant: a generator rated at 7950 Kw, 9353 Kva, 0.85 power factor, 4160 volts, 1800 RPM, located at 2245 Sagamore Parkway North, Lafayette, Indiana 47902; and

WHEREAS, Customer's facility is a "qualifying facility" (hereinafter "QF") as defined in 170 IAC 4-4.1-1; and

WHEREAS, Customer desires to operate its QF in parallel with Company's electric system, and to engage in electric capacity and energy purchases from Company, but Customer does not desire at this time to have Company purchase any of the capacity or energy of Customer's QF; and

WHEREAS, Company's electric energy service to Customer shall have the following nominal characteristics: 12,470 grounded Y/7,200 volts, three-phase, 60 Hertz;

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. **Service to be Furnished.** Company will supply electric service to Customer's QF connected to and operating in parallel with Company's electric system. The entire electric energy output of QF will be used by Customer to supply a portion of Customer's total electric energy requirements at the Plant. Company will supply the remaining portion of Customer's total electric energy requirements at the Plant under this Contract.
2. **Interconnection.** Customer shall maintain a detailed electrical plan (hereinafter "plan") of Customer's QF, including "Control Equipment," as defined in "Service Schedule A, Schedule for the Reservation of Maintenance and Backup Capacity and Energy for the Qualifying Facility" (hereinafter "Service Schedule A"), attached hereto and incorporated herein as a part of this Contract. Company's review and acceptance of Customer's plan does not constitute approval as to safety or compliance with applicable codes or requirements, but constitutes only acceptance of the interconnection of Customer's QF with Company's electric system. The facilities installed by Customer shall comply with the National Electrical Code, the National Electrical Safety Code, Company's rules and regulations for electric service in effect and as amended from time to time, the rules and regulations of the Commission, and all other applicable local, state, and federal codes and laws. It shall be Customer's responsibility to ensure such compliance.

In accordance with 170 IAC 4-4.1-7, Customer shall install, operate, and maintain in good order, at its sole cost and expense, such Control Equipment as shall be designated by Company for safe, efficient and reliable operation in parallel with Company's electric system. Customer shall bear full responsibility for the installation and safe operation of this equipment.

In the future, Customer and Company may enter into an agreement for substation operation and maintenance that provides for Company to set, reset and adjust the Control Equipment.

3. **Operation by Customer.** Customer shall operate its QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the QF is being operated in parallel with Company's electric system, Customer shall so operate the

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QF in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers.

Customer's Control Equipment shall include a device which shall immediately, completely, and automatically disconnect and isolate Customer's QF from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of source on Company's electric system. This automatic disconnecting device shall not be capable of reclosing until after a fault on either Company's or Customer's electric system has been adequately cleared and/or service is restored on Company's electric system in accordance with approved procedures.

4. **Access by Company.** Company shall at all times have immediate access to breakers and all other equipment that will isolate Customer's QF from Company's electric system. Company shall have the right and authority to isolate said QF at Company's sole discretion if Company believes that:
- (a) Continued parallel operation creates or contributes to a system emergency as defined in 170 IAC 4.4.1-1 of the Commission's regulations. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission;
 - (b) A condition exists at Customer's QF that is dangerous or hazardous to life, physical safety or property;
 - (c) Emergency repairs must be made to Company's facilities or system;
 - (d) There has been tampering with Company's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent Company's meter;

or if
 - (e) Ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency;
 - (f) Any bill remains unpaid;
 - (g) Planned repairs are to be made to Company's facilities or system;
 - (h) Customer denies access by employees of Company to its meter or other facilities;
 - (i) Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or
 - (j) Customer fails to comply with the provisions of (i) the Tariff, or (ii) the Contract.

Discontinuance of service in accordance with the above provisions shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service. Company shall restore service as soon as reasonably possible after any discontinuance at such time as the cause thereof no longer exists.

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Company may discontinue service to Customer without notice for reasons (a) through and including (e), and with reasonable notice for reasons (f) through and including (j).

5. **Metering and Excess Facilities.** The electric energy and capacity supplied hereunder by Company shall be measured by metering instruments supplied by Company. Customer shall pay Company, in accordance with Company's "Standard Contract Rider No. 53—Excess Facilities," for all Company distribution facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering or protection equipment required for Company to provide electric service to the QF.
6. **System Emergency.** Company shall not be required to supply electric service to Customer at the time of a system emergency as defined in Section 4(a) of this Contract.
7. **Reservation Maintenance Period.** Scheduled maintenance periods of the QF shall be coordinated with scheduled maintenance periods of Company's facilities in accordance with Service Schedule A.
8. **Performance.** The parties agree that the provisions, conditions, and terms for Reservation Maintenance/Backup Power, provided in Service Schedule A, are based upon the QF's performance such that Company will not be required to supply Reservation Maintenance/Backup Power during Company's peak load periods.

If Company is unable to avoid planning duplicative capacity because of forced outages or other reduction of electrical output of QF, Company may terminate this Contract on ten (10) days' prior written notice to Customer and all service shall thereafter be provided to Customer under the applicable retail rate schedule then in effect. In the event that Customer disputes the termination by Company of the Contract under this provision, Customer may petition the Commission for resolution of the matter within the scope of the Commission's jurisdiction.

Failure of the QF either to achieve or to maintain the performance specified in Service Schedule A, other than by reason of Force Majeure, beginning six months from the date this Contract becomes effective, shall result in: (a) immediate termination of this Contract and Service Schedule A and, therefore, loss to Customer of the availability of the rate and provisions of this Contract and Service Schedule A; (b) all capacity and energy required by Customer's QF to be supplied by Company and/or the applicable retail rate schedule then in effect; and (c) liquidated damages which shall be the difference between: (i) the sum of the actual prorated billings for Reservation Maintenance/Backup Power under Service Schedule A, and (ii) the sum of the normal billings under Rate HLF for such Reservation Maintenance/Backup Power (had the Reservation Maintenance/Backup Power been supplied under Rate HLF) either from the effective date of the Contract to the date upon which the QF fails to perform, or twenty-four months, whichever is less. Such twenty-four months shall exclude any months in which there were claims of Force Majeure. If the twenty-four month provision applies, the most recent twenty-four months shall be used to determine the actual billing determinants for Reservation Maintenance/Backup Power and the applicable Maximum Load Charge under Rate HLF. Additionally, if Customer refuses to comply with this provision, and Company files a civil action and is successful thereby in recovering damages, then Customer shall be responsible for reasonable attorneys' fees incurred by Company in such recovery and collection.

Customer and Company agree that this provision is based upon: (1) Customer's election to offset its purchases of electric service from Company by the output of Customer's QF; (2) the size of Customer's QF; (3) the term of this Contract; (4) the pricing and billing provisions for Reservation Maintenance/Backup Power; (5) Company's resource plan, as of the signing of this Contract; and (6) the performance requirements in this Contract for Customer's QF.

9. **Power Supplied by Company.** Company shall provide to Customer:

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- (a) Supplemental Power, defined in 170 IAC 44.1-1, as "electric energy or capacity supplied by an electric utility, regularly used by a qualifying facility in addition to that which the facility generates itself," in accordance with Company's Rate HLF, all applicable Standard Contract Riders, and General Terms and Conditions for Electric Service in Company's effective retail electric tariff.
 - (b) Reservation Maintenance/Backup Power, reserved annually by October 31 of the year preceding the events and defined as of:
 - (i) Backup Power, defined in 170 IAC 4-4.1-1 as "electric energy or capacity supplied by an electric utility to replace energy ordinarily generated by a facility's own generation equipment during an unscheduled outage of the facility," in accordance with Service Schedule A, and
 - (ii) Maintenance Power, defined in 170 IAC 4-4.1-1 as "electric energy or capacity supplied by an electric utility during scheduled outages of the qualifying facility," during outages of Customer's QF, when such outages are scheduled and occur as agreed upon by Company and Customer, in accordance with Service Schedule A.
 - (c) Minimum Reservation Maintenance/Backup Power, defined as a minimum amount of such power provided for a minimum number of days which will be applicable to each twelvemonth period of the contract term for the determination of the Annual Minimum Reservation Charge. Minimum Reservation Maintenance/Backup Power shall be specified in the written notice provided by Customer to Company pursuant to Section 13 of this Contract, and may be adjusted within six months from the date this Contract becomes effective but no later than April 1, 2015.
 - (d) Scheduled Maintenance Energy, after Customer has utilized its Reservation Maintenance/Backup Power during any twelvemonth period of the term of the Contract, in accordance with Service Schedule A, and provided that (i) sources of capacity associated with such maintenance energy are available to Company, and (ii) both parties mutually agree to the maintenance schedule prior to such maintenance period.
10. **Billing.** The metering equipment measuring the supply of electric capacity and energy to Customer's QF shall be read by Company every month, and Company shall provide these meter readings to Customer and Customer shall render payment therefore on or before seventeen (17) days following the mailing of the bill.

Customer shall be billed for the electric service supplied by Company to Customer for Reservation Maintenance/Backup Power and Scheduled Maintenance Energy, in accordance with Service Schedule A, and Supplemental Power in accordance with Rate HLF along with all applicable rate adjustment riders.

11. **Insurance.** Customer shall procure and keep in force during the term of this Contract, the following insurance, with insurance carriers of recognized standing, with Company as a named insured as Company's interests may appear in this Contract, and in amounts not less than the following:

<u>Coverage</u>	<u>Limits</u>
Comprehensive General Liability and Contractual Liability	
Bodily Injury.....	\$10,000,000 per occurrence
Property Damage.....	\$10,000,000 per occurrence

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage annually to:

Duke Energy Indiana, Inc.
Attention: Indiana Large Account Management
1000 East Main Street
Plainfield, Indiana 46168

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

**CONTRACT FOR PARALLEL
OPERATION BY TATE & LYLE INGREDIENTS AMERICAS, LLC**

12. **Release and Indemnification.** Each party shall release, indemnify and hold harmless the other party from and against all claims, liability, damages and expenses, including attorneys' 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 such indemnifying party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of such party's facilities used in connection with this Contract. Upon the written request of the party seeking indemnification under this Section 12, the other party shall defend any suit asserting a claim covered by this Section 12. If a party is required to bring an action to enforce its rights under this Section 12, either as a separate action or in connection with another action, and said rights are upheld, the party from whom the indemnification was sought shall reimburse the party seeking indemnification for all expenses, including attorneys' fees, incurred in connection with such action.
13. **Term.** The obligation of Company to supply, and of Customer to accept and pay for, electric service under the terms of this Contract shall commence when, and as soon as, Company is ready to supply electric service to Customer, Customer is ready to receive such electric service, and Commission approval of this Contract is obtained. The fixed term of this Contract shall commence upon Commission approval. This Contract shall be in effect for an initial term of two (2) years, and thereafter shall continue in full force and effect for succeeding terms of one (1) year, unless and until terminated by written notice given by one party to the other party to the other party at least sixty (60) days prior to the initial expiration date or to any succeeding expiration date.
14. **Jurisdiction.** Company and Customer recognize and agree that: (1) Company is a public utility subject to the jurisdiction of the Commission and any rules or regulations promulgated by the Commission which affect Company, this Contract, or Service Schedule A; (2) this Contract, the applicable rates, rate schedules, rate riders, and surcharges are subject to the approval and regulation of the Commission; and (3) during the term of this Contract, the provisions of this Contract and Service Schedule A, including rates and rate schedules, are subject to change pursuant to Commission regulation.
15. **Termination of Any Applicable Existing Agreement.** This Contract shall supersede any agreement, pertaining to operation of Customer's QF, between Company and Customer concerning the supply of electric service by Company to Customer and any such agreement shall be deemed to be terminated as of the date service commences under this Contract.
16. **Force Majeure.** "Force Majeure" means any cause or event not reasonably within the control of the party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine, blockage; or quarantine.

If either party is rendered wholly or partly unable to perform its obligations because of Force Majeure, both parties shall be excused from whatever obligations are affected by the Force Majeure and shall not be liable or responsible for any delay in the performance, or the inability to perform, any such obligations for so long as the Force Majeure continues.

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The party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other party written notice describing the particulars of the occurrence and shall use its best efforts to remedy its inability to perform, provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the party involved in such labor dispute.

All claims of Force Majeure by either party are subject to verification by the Commission. Electric service provided by Company to Customer during claims of Force Majeure shall be in accordance with the applicable retail rate schedule, applicable Standard Contract Riders, and the General Terms and Conditions for Electric Service in Company's effective retail electric tariff.

17. **Notice.** Notice to Customer as required by this Contract shall be sent by United States mail, first class, postage prepaid, to the following:

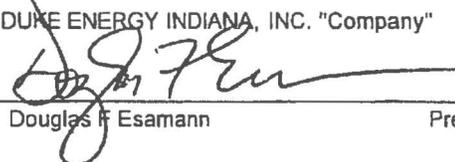
Tate & Lyle Ingredients Americas, LLC
Attn: Manager, Energy Purchases
2200 East Eldorado Street
Decatur, IL 62521

Notice to Company regarding the operation of Customer's OF shall be established in writing between Company and Customer. Notice to Company as required by any other part of this Contract shall be sent by United States mail, first class, postage prepaid, to:

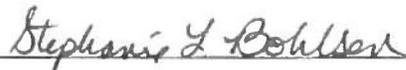
Duke Energy Indiana
Attn: Director, Large Account Management
1000 East Main Street
Plainfield, IN 46168

18. **Governing Law.** This Contract is subject to the laws of the State of Indiana

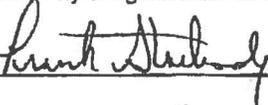
IN WITNESS WHEREOF, the parties have executed this Contract, subject to the approval of the Commission and effective as of the date provided for in Section 13 of this Contract.

DUKE ENERGY INDIANA, INC. "Company"
By: 
Douglas F. Esamann President

ATTEST:


Secretary



Tate & Lyle Ingredients Americas, LLC "Customer"
By: 
Title: Energy Manager

Issued:

Effective:

DUKE ENERGY INDIANA, INC
1000 East Main Street
Plainfield, Indiana 46168

SERVICE SCHEDULE A

Schedule for the Reservation of Maintenance and Back Up Capacity and Energy for Qualifying Facility

Availability

This Service Schedule is available to a Customer contracting for parallel operation of a QF with Company's electric system, with Customer engaging in electric capacity and energy purchases from Company but without purchase by Company of any capacity or energy from Customer's QF, in accordance with 170 IAC 4-4.1-1 *et seq.*, and with Customer receiving supplemental service under Rate HLF and the provisions of the applicable Contract. The QF must be located adjacent to an electric line of Company that is adequate for the electric service provided to Customer.

Contract

Customer shall have entered into a contract with Company. Customer shall operate its QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of the Company's electric system. Company will grant such permission only in cases where Company is satisfied that such parallel operation is practicable without interference or probability of interference with the ability of Company to render adequate service to its other customers.

Such service is subject to the provisions and Special Terms and Conditions of this Service Schedule and the provisions of the Contract.

Reservation Maintenance/Backup Power

For planning purposes, Reservation Maintenance/Backup Power will be reserved annually by the Customer for the following maintenance periods, at the time Company schedules annual maintenance of its generating units for the following year (generally submitted in April and approved in October):

- (a) "Annual Reservation Maintenance Period" is defined as the total designed days/hours whereby Customer schedules the annual maintenance for Customer's QF;
- (b) "Reservation Maintenance Periods" is defined as the total designated days/hours whereby Customer schedules other preventive maintenance for customer's QF; and
- (c) "Forced Outage Maintenance Periods" is defined as the days/hours whereby Customer's QF is inoperable or operates at a reduced output due to unit malfunction.

Customer shall notify the Company by April 1st of Reservation and Maintenance/Backup power reserved by the Customer for the succeeding year. The annual reservation information will include, but not be limited to, the total designated number of maintenance days/hours and the associated amount of capacity expressed in terms of kilowatts for all such Reservation Maintenance/Backup Power, and the specific schedule for the Annual Reservation Maintenance Period for the following twelvemonth period. Both parties shall mutually agree to such annual reservation.

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Except when mutually agreed upon for a shorter period, the Reservation Maintenance Periods shall be scheduled at least forty-eight (48) hours in advance. Both parties shall mutually agree to such maintenance schedule prior to the shutdown period.

Schedule

During the term of the Contract, Customer shall:

- (a) Provide Company prior to April 1st of each calendar year an estimate of the amount of capacity and associated energy to be generated by the QF for each month of the following twelvemonth period including the time, duration and magnitude of generation;
- (b) Provide Company prior to April 1st of each calendar year a schedule of estimated maintenance for each month of the following twelvemonth period including the time, duration and magnitude of any planned outages or reduction in capacity;
- (c) Promptly update the yearly generation and maintenance schedule when any changes may be determined necessary;
- (d) Coordinate scheduled QF outages with Company;
- (e) Comply with reasonable requirements of the Company regarding day-to-day or hour-by-hour communications between the parties relative to the performance of the Contract;
- (f) Provide verification of outages from time to time as may be required by Company.

Both parties shall mutually agree to scheduling, advance notice, time, duration and magnitude of outages.

Minimum Reservation Maintenance/Backup Power

Company will provide a minimum amount of Reservation Maintenance/Backup Power expressed in terms of kilowatts for a minimum number of days which will be applicable to each twelve-month period of the contract term.

Performance

For planning, operating and cost avoidance purposes by Company, Company shall not be required to provide Reservation Maintenance/Backup Power more than thirty percent (30%) of the time on a twelvemonth rolling average basis, in accordance with Section 8 of the Contract.

Rate*

Company will supply Reservation Maintenance/Backup Power to the QF in accordance with the conditions and limitations of this Service Schedule and the Contract at the following rate:

Reservation Maintenance/Backup Load Charge (Monthly)

Connection Charge \$75.00
Each Kw of reservation Load..... \$12.05 per Kw

Energy Charge
For all energy used per month \$0.016065 cents per kWh

KVAr Charge
For Each kVAr of the Monthly Billed kVAr Demand \$0.24 per kVAr

*Subject to: All rate adjustment riders applicable to Rate HLF

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**Determination of Reservation Load Applicable to Reservation
Maintenance/Backup Power**

The maximum load shall be measured by suitable recording instruments. Such instruments will measure the total load imposed on company's electric system by Customer. During any reservation maintenance period in a month, such measured total load shall be the sum of the Reservation Maintenance/Backup Power load and the Supplemental load. During any non-maintenance period, such measured load shall be the Supplemental load.

During any reservation maintenance period, the Supplemental load expressed in terms of kilowatts shall be the total thirty-minute kilowatt load less the annual specified level of reservation Maintenance/Backup Power load.

Energy shall be measured by suitable integrating instruments.

Company shall have the option to meter the maximum load and energy requirements of Customer on either the line side or the load side of Customer's transformers. When Customer's requirements are metered on the load side of Customer's transformers, the metered kilowatts maximum load shall be increased by one percent (1%) and the metered kilowatt-hours shall be increased by one and one-half percent (1-1/2%) before applying any other adjustment or computing the charges.

**Billing of Reservation Maintenance/Backup Power and
Supplemental Power**

For Each maintenance period in each month during which Reservation Maintenance/Backup Power is reserved by Customer and supplied by Company, Customer will be billed for the Reservation Load applicable to Reservation Maintenance/Backup Power in such period on the basis of the proration of the Reservation Maintenance/Backup Load Charge. Such proration will be based on the ratio of the number of hours in the maintenance period, divided by the number of hours in the monthly billing period.

Customer shall be billed for Supplemental Power in accordance with Rate HLF including all applicable rate adjustment riders,

Annual Minimum Reservation Charge

The Annual Minimum Reservation Charge will be determined on the basis of the annual minimum reservation of Maintenance/Backup Power, expressed in terms of kilowatts, multiplied by the product of the ratio of the minimum number of reservation days to 365 days times the applicable annual load charge per kilowatt. The sum of the actual twelve monthly load charges applicable to Reservation Maintenance/Backup Power paid during the contract year will be compared to the Annual Minimum Reservation Charge for such period. If such sum of the actual load charges is less than the Annual Minimum Reservation Charge, Customer will be liable for payment of the difference between actual Reservation Load charges and the Annual Minimum Reservation Charge during the contract year.

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Scheduled Maintenance Energy

If Customer requests Scheduled Maintenance Energy upon fully utilizing the annual Reservation Maintenance/Backup Power during any twelvemonth period of the Contract term, Company will deliver such energy on a when-and-if-available basis. For every month in which such Scheduled Maintenance Energy is delivered, in addition to the energy associated with Reservation Maintenance/Backup Power and/or in addition to Supplemental Power, Customer shall pay Company an amount equal to Scheduled Maintenance Energy in kilowatt-hours, adjusted for energy losses, multiplied by the estimated incremental out-of-pocket costs per Kwh as determined by Company in supplying or purchasing such scheduled Maintenance Energy, but in no case shall such incremental out-of-pocket costs be less than the Company's average fuel costs per kWh adjusted for all rate adjustment riders.

The term "out-of-pocket cost" shall have the following meaning: Out-of-pocket cost of generating energy in the generating stations of Company shall be those costs which are incurred by the Company directly by reasons of its generation of such energy and which otherwise would not have been incurred by Company. Such costs shall include the incremental production expenses associated with the stations or units used in the production of the energy so furnished including incremental fuel, incremental maintenance, and incremental operating labor, and any tax expense in connection with the sale or production of such energy. Out-of-pocket cost of capacity and energy purchased from a source outside the system of Company shall be the total amount paid to provide such capacity and energy by Company which otherwise would not have been paid by Company.

Special Terms and Conditions

1. It shall be Customer's responsibility to inform Company of any changes in its electric generation capability.
2. Customer shall install, operate and maintain, at its sole cost and expense, all control and protective devices and appurtenances thereto (hereinafter "Control Equipment"), as designated by Company, for the safe, efficient and reliable operation of Customer's QF in connection to and in parallel with Company's electric system. Customer shall agree that the Control Equipment will, at Customer's sole cost and expense, be installed to provide adequate protection to Company's system at all times, and that Customer will be solely responsible for the operation and maintenance of the Control Equipment, except as provided in Item 4 of these Special Terms and Conditions.
3. Customer shall agree that the relays included in the Control Equipment which, in Company's opinion, require coordination with Company, shall be reviewed and approved by Company, and such relays shall be set, reset, and adjusted according to Company-approved settings, and that Customer will not at any time set, reset, adjust or tamper with such relays or permit the same to be set, reset, adjusted or tampered with by any person except to verify that such equipment complies with Company-approved settings.
4. Customer shall agree that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system except to the extent caused by the gross negligence of Company.
5. Customer shall agree that the watt-hour and reactive-ampere-hour meters installed by Company to measure electric energy will be provided with ratchets to prevent reverse registration.

33635-6184892

**LEGAL NOTICE
OF DUKE ENERGY INDIANA, INC.'S
SUBMISSION OF A CONTRACT FOR
PARALLEL OPERATION OF A
QUALIFYING FACILITY WITH TATE &
LYLE INGREDIENTS AMERICAS, LLC
TO THE INDIANA UTILITY REGULATORY
COMMISSION**

DUKE ENERGY INDIANA, INC. ("Duke Energy Indiana") hereby provides notice that on January 21, 2015, Duke Energy Indiana will submit its contract for parallel operation of a qualified facility with Tate & Lyle Ingredients Americas, LLC to the Indiana Utility Regulatory Commission ("Commission") for approval under the Commission's Thirty-Day Administrative Filing Procedures and Guidelines.

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Indiana Utility Regulatory
Commission
101 W. Washington St., Suite 1500 East
Indianapolis, IN 46204-3407
317-232-2703
Indiana Office of Utility Consumer
Counselor
PNC Center
115 W. Washington St., Suite 1500 South
Indianapolis, IN 46204
317-232-2494.

Duke Energy Indiana, Inc.
By: Douglas F Esamann, President
(S - 1/14/15 - 6184892)

PUBLISHER'S AFFIDAVIT

State of Indiana SS:
MARION County

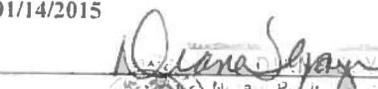
Personally appeared before me, a notary public in and for said county and state, the undersigned ERICA HART who, being duly sworn, says that SHE is clerk of the INDIANAPOLIS NEWSPAPERS a DAILY STAR newspaper of general circulation printed and published in the English language in the city of INDIANAPOLIS in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time(s), between the dates of:

01/14/2015 and 01/14/2015



Clerk
Title

Subscribed and sworn to before me on 01/14/2015



Notary Public
Commission # 6081
My Commission Expires
July 08, 2017

My commission expires: _____

PROOF OF PUBLICATION

Duke Energy Indiana, Inc

SS:

Charge for Publication \$ 20.00 / PAID

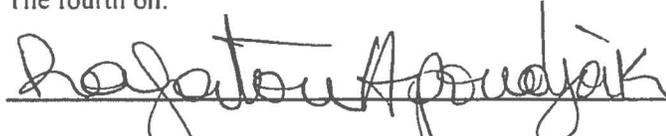
Ad Number # 1294022

On this **Tuesday, January 13, 2015** before me the undersigned personally came Rafatou Apoudjak, who swears that she is clerk of the Lafayette Journal and Courier, a newspaper of general circulation, printed and published in the city of Lafayette, in said County; and that the advertisement in the above entitled cause, whereof a true copy appears in the margin hereof, was duly and legally published in the Daily issue of said newspaper by insertions, to-wit. The first insertion being on :**January 13, 2015**

The second on:

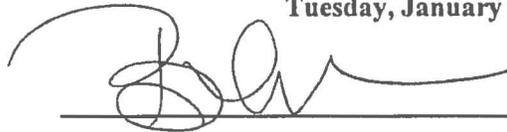
The third on:

The fourth on:



Subscribed and sworn to before me on this day of :

Tuesday, January 13, 2015



Notary Public

DUKE ENERGY INDIANA, INC.'S SUBMISSION OF A CONTRACT FOR PARALLEL OPERATION OF A QUALIFYING FACILITY WITH TATE & LYLE INGREDIENTS AMERICAS, LLC TO THE INDIANA UTILITY REGULATORY COMMISSION DUKE ENERGY INDIANA, INC. ("Duke Energy Indiana") here by provides notice that on January 21, 2015, Duke Energy Indiana will submit its contract for parallel operation of a qualified facility with Tate & Lyle Ingredients Americas, LLC to the Indiana Utility Regulatory Commission ("Commission") for approval under the Commission's Thirty-Day Administrative Filing Procedures and Guidelines.

numbers: Indiana Utility Regulatory Commission 101 W. Washington St. Suite 1500 East Indianapolis, IN 46204-3407 317-232-2703 Indiana Office of Utility Consumer Counselor PNC Center 115 W. Washington St. Suite 1500 South Indianapolis, IN 46204 317-232-2494. Duke Energy Indiana, Inc. By: Douglas F Esamann, President No. 1294022 1/13/2015

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LIFESTYLE

Marsala: the color of 2015

Commentary by Vicky Earley

Move over, radiant orchid. Make room for marsala, Pantone's 'Color of the Year' for 2015.

DESIGN This rich, warm hue is a mel-low and earthy blend of reds and browns. It is as robust as the wine that shares its name.

Leatrice Eiseman, executive director at the Pantone Color Institute explained that Marsala 18-1438 "enriches our mind, body and soul, exuding confidence and stability. Marsala is a subtly seductive shade, one that draws us in to its embracing warmth."

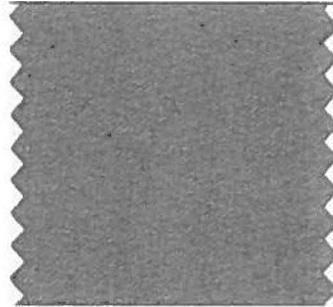
The institute describes this carefully selected hue by describing it as a tasteful hue that embodies the satisfying richness of a fulfilling meal while its grounding red-brown roots emanate a sophisticated, natural earthiness.

While the prediction of trends is part fashion, part sociology and part crystal ball, it is clear that the color of the year is not just a random selection made by a group looking for a pretty color.

The institute notes, "to distill the prevailing mood into a single hue, the PCI team combs the world looking for future design and color influences, watching out for that one color seen as ascending and building in importance through all creative sectors. Influences can include the entertainment industry, upcoming films, art, emerging artists, travel destinations and socio-economic conditions. Influences may also stem from technology, lifestyles and play styles, new

PANTONE®
 18-1438 TCX
 Marsala

PANTONE®
 18-1438 TCX
 Marsala



textures and effects that impact color, and even upcoming sports events that capture worldwide attention."

This rich wine colored hue offers a return to a version of the brown family of colors but will stand nicely juxtaposed to ever popular gray. Congratulations to Marsala, the Color of the Year for 2015! We are ready for the change!



Vicky Earley is the principal designer for Artichoke Designs in Carmel. If you have an interior design question, please contact artichokedesigns@aol.com.

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Designer workshop series set

By Mark Ambrogio · mark@youarecurrent.com

The Indiana Design Center wants to share its various designer expertise with the public.

EVENT The Designer on Call one-hour workshops are held the third Tuesday of each month at 10:30 a.m. All the workshops take place at Carmel's Indiana Design Center, 200 S Range Line Rd. There are 12 different design firms that have offices in the building. Andrea Klemeyer, marketing director for Indiana Design Center, said a different designer hosts each month and the topics always vary.

The topics range from getting your home ready for the market if you want to sell it to how to work to what color or live with what you

love." Klemeyer said "So we try to appeal to different interests. We love the public to come in and learn and familiarize themselves with what the IDC is about."

Klemeyer said the workshops are announced quarterly. The workshops begin in September of 2013 and have been quite popular. Klemeyer said.

Other workshops scheduled are:

- **Feb. 17:** Preparing your Home for Today's Market, presented by Sassy Green Interiors
- **March 17:** Living Luxuriously, presented by Kuster Design
- **April 21:** Live With What You Love, presented by Coats-Wright Art & Design

The workshops are free but an RSVP is recommended through concierge@indianadesigncenter.com and call 569-5975. Space is limited. Klemeyer said usually 30 people attend each workshop.



Klemeyer

DISPATCH

How to fix a frozen car lock:

- Take a plastic drinking straw, squeeze it if you have to and put it into the lock hole.
- Then blow through it and into the lock.
- After a minute or two of this, the lock should be warm enough to open.

To prevent the locks from freezing in the first place, spray some WD-40 into them before cold weather hits. You can also spray it into the locks if they've frozen and don't have a straw. Source: HouseholdMagicDailyTips.com.



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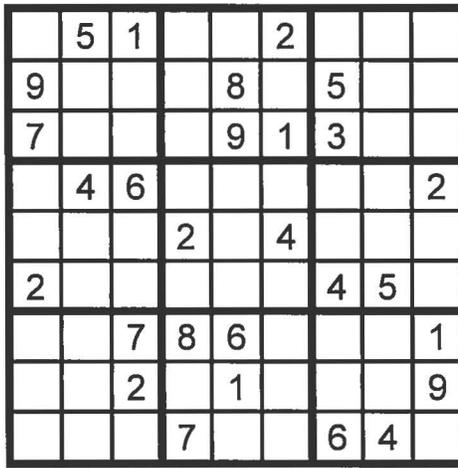
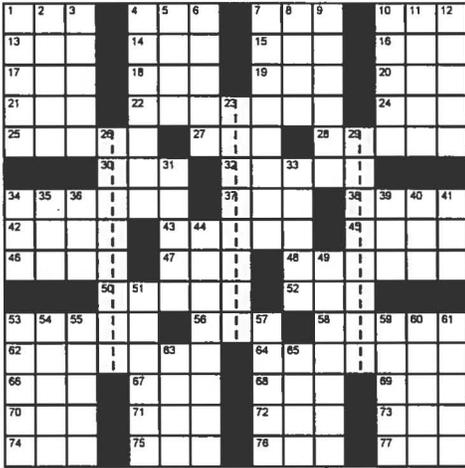
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Duke Energy Indiana, Inc.
 By: Douglas F Esamann, President



Find the items in the puzzle going up, down, sideways or diagonally and list them. Each letter is used no more than once.

R
 V R I
 S A O N H
 T R L T A
 L A E C A L O N N
 R R Y E N A T O Y L N
 V X E L P T R N W L I Q A
 I D L A R Y N M O A R P A R V
 J U T E W N S L R Y M E C I V
 L A D D F T I A Y D E E U H Y
 D E V B G Y A R R J A
 M A Y R G Y U
 S U A N
 S A
 J

- Across**
- Piece of Colts gear
 - Spy grp.
 - "Give it ___!" (2 wds.)
 - Dadaism founder whose work is on display at IMA
 - Carmel HS French class assent
 - Leppert Crematory ashes holder
 - Compete in the Indiana Golden Gloves
 - Tiki Bob's garland
 - Hamilton Co. summer clock setting

- Was printed in the Current
- Redbox rental: "Norma ___"
- Laid up at IU Health
- Cambridge univ.
- Blip
- NHS science class, for short
- Stiff-upper-lip sort
- "Sure thing!"
- Indiana Supreme Court decree
- Clippers on a Bankers Life Fieldhouse scoreboard
- SalonDJ job
- One who hems but doesn't haw

- Cole Porter song: "___ Got You Under My Skin"
- A deadly sin
- Longish skirt
- Zionsville Christian Church official
- Between ports
- Tuchman's pressing need
- Kona Jack's luau dish
- Making a solemn promise
- Butler sorority letter
- Fishers HS pitcher's stat
- 1998 Indy 500 champ Cheever
- Bright House cable channel

- Ann ___ Mich.
- Kahn's sweet wine
- Downright
- Peterson's menu phrase
- Central point
- ___ tal
- Do math at Hazel Dell Elementary School
- Word that means "kind"
- Colonel Lilly
- Sis' sib
- Purdue alumna bio word
- Soap ingredient for Amish
- Jog on the Westfield HS track
- Derrick Smits, to Rik
- Ind. overseer of hunting and fishing licenses

- 6 Months _____
- 4 Indy "Outdoors" Stores _____
- 3 Indiana Farm Equipment _____
- 5 Pop Stars _____
- 2 Quayties _____
- 1 February Holiday _____

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- Down**
- James Whitcomb Riley works
 - Katz, Sapper & Miller inspection
 - "Same here!"
 - Caribbean island
 - Tehran's land
 - Bother
 - Not at all gentle
 - Indy Fuel score
 - Some daisies
 - Cover story in Boone Co. Court
 - Indiana State Museum piece
 - IND aviator
 - Indianapolis' main street
 - Street one block west of 23-Down
 - Street two blocks east of

- 3 Days in Paris menu item
- Moxie
- "I did NOT need to hear that," in texts
- Indy Tire supply
- Bachelor's last words
- Evansville coll.
- Dan Coats pos.
- Children's game
- Brown County home (2 wds.)
- Indiana Statehouse address
- Not as nice

- Computer letters?
 - Dilly-___
 - Missouri Valley Conference school in Iowa
 - Anesthetizes at St. Vincent Hospital
 - President of IU and the NCAA Myles ___
 - Bygone
 - Former WTHR anchor: Anne ___
 - Humdinger
 - Tropical tuber
- See Answers on Page 23

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- 2.5 Bathrooms
- Pet Friendly
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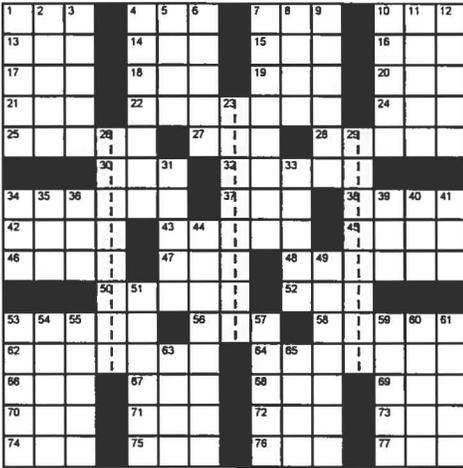
A.M. REAL ESTATE RESOURCES

6506 North Cornell Drive
 Indianapolis, IN 46220

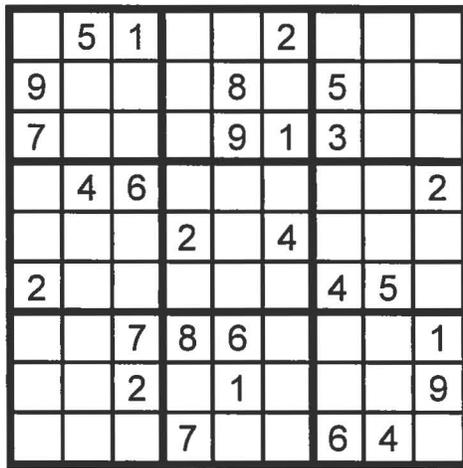
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 Carmel, IN 46032

www.amrelo.com

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 D L A R Y N M O A R P A R V
 J I B S E E I M T A A R V I
 U T E W N S L E R Y M E C H S
 L N I I T D L E E P I N H U R
 Y A D D F I A Y D E E U H Y
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- Finished Basement

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 317.418.7076

Sports complex gets first tenants

By Robert Herrington · robert@youarecurrent.com

The indoor facility at Grand Park Sports Complex has its anchor tenants awaiting the building to be completed. On Jan. 12, the Westfield City Council approved 10-year agreements to lease portions of the facility to Byrd Enterprises and Indiana Sports Properties.

GRAND PARK

"These two agreements provide a cash flow mechanism for debt service and operating costs," Deputy Mayor Todd Burtron said. "The model is not unlike a retailer at a shopping mall."



Burtron

Combined, the tenants will pay more than \$2 million annually. Burtron said that amount includes \$250,000 of profit, which will be used within Grand Park for maintenance and upkeep costs.

"The capital building fund will make improvements as time goes on," he said. "It's not going to be a burden to the general tax field."

Each agreement also includes revenue-sharing plans between the city and the tenant.

In the Byrd agreement, Westfield will earn 12 percent of revenue earned through the rented space, which includes a restaurant and a sports bar. With the ISP agreement, the city will receive a sliding share of any revenue beyond \$100,000 starting in the fifth year of the lease. The scale is 10 percent between \$100,000 and \$250,000; 15 percent for \$250,000 to \$400,000, and 20

percent of \$400,000 or more.

ISP will rent the "Fields and Flex Center" consisting of 295,650 square feet of fields and 53,468 square feet in two concourses for locker rooms and office space (92.41 percent of rentable space). ISP also will sublease approximately 3,780 square feet of office space (1.08 percent) to another group that has not been announced.

Byrd will rent the "Food Service" area on the mezzanine level, the "Lounge" on the second floor and the dedicated restrooms on the second floor - a total of approximately 17,040 square feet (4.51 percent of the building).

"There is 7,000 square feet in unobligated space available for rent," Burtron said.

The 370,000-square-foot indoor facility will have three full-size professional soccer fields. The space can be used year-round for recreational and competitive play for all field sports, as well as a destination for non-sport activities, such as conventions and special events. It will be located along 191st Street and Grand Park Blvd. at Grand Park.

"Grand Park Sports Complex will turn Grand Park into a magnet for year-round play in the youth sports industry," said Mayor Andy Cook. "In its first year of operations, Grand Park far exceeded our attendance goals; the indoor facility will attract even more teams and players and in turn expand Westfield's industry, of travel youth sports. These agreements are with highly regarded companies in their respective fields, and that will only further our future success on a regional and a national level."

The building is expected to open by Jan. 15, 2016.

Building permits on the rise in Hamilton, Boone counties

news@currentinwestfield.com

December year-end building permit reports indicate that in the greater Indianapolis nine-county area, single-family building permits increased three percent compared to year-end 2013 numbers. In 2014, there were 5,084 new home permits issued compared to 4,959 in 2013, creating over 15,000 local jobs in our local economy this year.

REAL ESTATE

"It's an extremely positive sign that we ended the year with permit numbers up from last year," says Steve Lains, CEO of the Builders Association of Greater Indianapolis. "It's a definite indicator that the local economy is improving and we are expecting an even stronger 2015, anticipating a 10 percent growth over 2014," says Lains.

In the greater Indianapolis nine-county region, the permits issued through December 2014 have created a total economic impact of \$910,462,055 in local income, \$206,689,959 in local taxes, and 15,415 local jobs (see chart below).

County	Total Permits	Local Income	Local Taxes	Local Jobs
Boone	424	\$ 75,931,533	\$ 17,237,715	1,286
Hamilton	1,833	\$ 328,260,611	\$ 74,520,593	5,558
Hancock	350	\$ 62,679,331	\$ 14,229,246	1,061
Hendricks	749	\$ 134,133,769	\$ 30,450,586	2,271
Johnson	629	\$ 112,643,712	\$ 25,571,987	1,907
Madison	97	\$ 17,371,129	\$ 3,943,534	294
Marion	813	\$ 145,595,132	\$ 33,052,505	2,465
Morgan	124	\$ 22,206,392	\$ 5,041,219	376
Shelby	65	\$ 11,640,447	\$ 2,642,574	197
Totals:	5,084	\$ 910,462,055	\$ 206,689,959	15,415

The Builders Association of Greater Indianapolis is a professional trade association representing residential homebuilders, associates and remodelers. For more information call 236-6330 or visit www.BAGI.com for permits from 2000-2014.

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Duke Energy Indiana, Inc.
 By: Douglas F Esamann, President

Network sold for \$5M in assets

By Robert Herrington · robert@youarecurrent.com

During the past six years, the city and Westfield Washington Schools have partnered to create a fiber network that spans 26.4 miles throughout Westfield. The partnership, which was named WestfieldConnects, has now been sold to Indiana Fiber Network LLC in exchange for technology, equipment and services valued at \$5,018,460.

"This agreement is a 270 percent return on investment and gives the schools and city 10 years of free broadband service and free maintenance while also maintaining ownership of approximately 28 percent of the fiber strands," said Westfield Washington Schools Supt. Dr. Mark Keen.

"The WestfieldConnects project is just another example of what our community can achieve by thinking outside the box," said Mayor Andy Cook. "The schools and city partnered many years ago and it served the city government and school system well."

To market the fiber network to businesses in Westfield successfully, Cook said it would require time and capital expenditure.

"By partnering with our school system, we have been able to create a community that can provide resources for businesses and residents alike," he said.

Created by WestfieldConnects Executive Director

John Rogers, the enterprise was always designed to be an acquisition complementary to a regional telecommunications organization that would benefit the Westfield community.

"The technology to upgrade equipment between buildings will increase bandwidth significantly," he said.

For IFN, the agreement allows them to offer new fiber broadband service for commercial customers in Hamilton County.

For more information, visit www.ifncom.net or call 280-4636.

THE BREAKDOWN

As part of the agreement, Indiana Fiber Network, LLC has offered the following:

- Design, install and provide transport for a 10 GB Wide Area Network for both the schools and city (value \$1,964,400).
- Provide 10 GB connect nodes at nine school facilities and five city facilities (value \$1,996,060).
- Install new network equipment (value \$ 173,000).
- Annual support of network equipment for 10 years for the school and city (value \$ 45,000).
- The school system and city will receive free internet for 10 years (value \$ 420,000).
- Internet transport for 10 years (value \$ 420,000).

Total value: \$5,018,460