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I&M Exhibit: \_\_\_\_\_

Cause No. 45576

**INDIANA MICHIGAN POWER COMPANY**

**PRE-FILED VERIFIED DIRECT TESTIMONY**

**OF**

**KURT C. COOPER**

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**DIRECT TESTIMONY OF KURT C. COOPER  
ON BEHALF OF  
INDIANA MICHIGAN POWER COMPANY**

**I. Introduction of Witness**

1 **Q1. Please state your name and business address.**

2 My name is Kurt C. Cooper and my business address is Indiana Michigan  
3 Power Center, P.O. Box 60, Fort Wayne, IN 46801.

4 **Q2. By whom are you employed and in what capacity?**

5 I am employed by Indiana Michigan Power Company (I&M or Company) as a  
6 Regulatory Consultant Principal in the Regulatory Services Department.

7 **Q3. What are your responsibilities as Regulatory Consultant Principal?**

8 I support a variety of regulatory functions including preparing various reports  
9 filed with the Indiana Utility Regulatory Commission (Commission) and the  
10 Michigan Public Service Commission, preparing tariff applications, analyzing  
11 and interpreting the Company's tariff and the Commission's rules and  
12 precedent, engaging in complaint resolution, and preparing various other  
13 regulatory filings.

14 **Q4. Briefly describe your educational background and professional  
15 experience.**

16 I am a 2007 graduate of Indiana Wesleyan University with a Bachelor of Science  
17 degree in Management, and a 1986 graduate of Indiana Vocational Technical  
18 College with an Associate in Applied Science degree in Electrical Engineering  
19 Technology. I joined I&M in 1994 as a Customer Design Technician in the

1           Engineering Department and was promoted to Customer Design Supervisor for  
2           I&M's Michigan service area in October 2001.

3           I accepted a supervisory position in the Meter Revenue Operations Department  
4           in 2004 and then joined I&M's Regulatory Services Department in 2010. I was  
5           promoted to my current position as a Regulatory Consultant Principal in 2017.

6           **Q5. Have you previously testified before any regulatory commissions?**

7           Yes. I have submitted testimony to the Commission in I&M's two most recent  
8           basic rate filings (Cause Nos. 44967 and 45235) and in Cause No. 45506.  
9           Additionally, I have submitted testimony to the Michigan Public Service  
10          Commission in I&M's basic rate filings Case Nos. U-18370 and U-20359, and in  
11          Case Nos. U-14409 and U-15496.

12          **Q6. Can you please summarize your testimony?**

13          The Company's proposed Advanced Metering Infrastructure (AMI) deployment  
14          has resulted in multiple changes to the Company's Terms and Conditions of  
15          Service. The capabilities of AMI infrastructure provide the opportunity for the  
16          Company to offer a pre-pay billing option and perform remote disconnections  
17          and reconnections of service and the Company's Terms and Conditions of  
18          Service have been updated accordingly. The Company's Terms and Conditions  
19          of Service have also been updated to provide for the Company's Flex Pay pre-  
20          paid billing option and to eliminate the reconnect and trip charges for customers  
21          with AMI meters that have remote switching capability. The updated tariff  
22          continues to include the AMI meter Opt out provision approved by the  
23          Commission in Cause No. 45235.

24          Additionally, the Company seeks to provide two new, voluntary tariff offerings to  
25          its customers, the policy and rate design of which are sponsored by Company  
26          witnesses Walter and Fischer. To accommodate these proposed tariff offerings,

1 the Company is adding the Residential Service Critical Peak Pricing Tariff and  
2 the General Service Critical Peak Pricing Tariff to its current tariff offerings.

3 The Company has also identified the need to make a variety of changes to its  
4 existing tariffs. Specifically, the Company proposes to update the Non-  
5 Residential Deposit terms to include the previously approved interest rate the  
6 Company pays customers for Non-Residential deposits. The Company will  
7 close Tariffs R.S. TOD and G.S. TOD to new customers, expand R.S. TOD2  
8 and G.S. TOD2, modify the fee language in Tariffs R.S. EZB and G.S. EZB,  
9 consolidate Tariffs G.S. and L.G.S., remove the Other Sources of Energy  
10 Clause in all pertinent tariffs, change kVA billing determinants to KW for Tariffs  
11 L.G.S. and I.P., and raise the threshold for a written contract under Tariff I.P.  
12 The Company also proposes minor language changes to bring better definition  
13 or clarity to the Terms and Conditions of Service. The changes to the  
14 Company's existing tariffs seek to better serve its customers' needs and to allow  
15 the Company to provide better customer service.

16 Finally, the Rider Section of the Company's tariff book has been updated to  
17 accommodate two new riders, the AMI Rider and Tax Rider, which are  
18 sponsored by Company witness Seger-Lawson, and to capture changes to  
19 I&M's Home Energy Management and Work Energy Management Riders as  
20 sponsored by Company witness Walter.

## II. Purpose of Testimony

### 1 Q7. What is the purpose of your testimony?

2 The purpose of my testimony is to sponsor specific changes to I&M's proposed  
3 Rate Book 19 and present attachments with all of the requested changes  
4 identified including:

- 5 • Changes to I&M's Terms and Conditions of Service, including the Flex  
6 Pay payment option and revisions to certain one-time Service, Reconnect  
7 and Trip Charges;
- 8 • Modifications to the language and rates of existing tariff schedules;
- 9 • New tariff options for customers; and
- 10 • Changes to specific rider language and rates including the proposal of  
11 two new riders.

12 Company witness Fischer supports all tariff rate changes, including the  
13 Company's proposed rate design of its tariffs, with the exception of the one-time  
14 Service, Reconnection and Trip charges that I discuss below.

### 15 Q8. Describe the attachments that are accompanying your testimony.

16 I am sponsoring the following attachments:

- 17 • Attachment KCC-1: A complete copy of the introductory sections of the  
18 proposed Tariff Book 19, including the Table of Contents and Terms and  
19 Conditions of Service sections with changes shown in redline.
- 20 • Attachment KCC-2: A complete copy of I&M's Tariffs and Riders sections  
21 of the proposed Tariff Book 19 with changes shown in redline.

1 **Q9. Are you sponsoring any workpapers?**

2 Yes, I am sponsoring the following workpaper:

3 WP-A-OR-2 Support for Service, Reconnect and Trip Charges.

4 **Q10. Are you sponsoring any of the net operating income adjustments included**  
5 **in I&M Exhibit A-5?**

6 Yes, I sponsor the data for Operating Revenue Adjustment OR-2, which adjusts  
7 the Test Year level of service revenues to match the proposed changes to  
8 revenue as calculated in workpaper WP-A-OR-2.

9 **Q11. Were the attachments and workpaper that you sponsor prepared or**  
10 **assembled by you or under your direction or supervision?**

11 Yes.

### III. Changes to I&M's Terms and Conditions of Service

12 **Q12. Please summarize the Company's proposed modifications to its Terms**  
13 **and Conditions of Service.**

14 The Company's proposed modifications to its Table of Contents and Terms and  
15 Conditions are identified in Attachment KCC-1 by underlines for additions and  
16 strikethroughs for deletions. These proposed modifications include:

- 17
- 18 • Adding a residential prepay billing option called Flex Pay;
  - 19 • Stating the approved interest rate the Company pays customers for Non-Residential deposits;
  - 20 • Adding language providing for remote disconnections of service with AMI
  - 21 meters;

- 1 • Modifying when customers are charged for one-time Service, Reconnect  
2 and Trip Charges; and
- 3 • Adding a new section that will allow for the recovery of costs to perform  
4 customer requested work to disconnect and reconnect service at a  
5 station transformer, breaker or switch.

6 Later in my testimony I provide a list of minor language changes to help define  
7 or bring clarity to the specific term or condition of service.

8 **Q13. Please describe the tariff change associated with the Flex Pay prepaid**  
9 **billing option mentioned above.**

10 The Company is proposing to add language to the Terms and Conditions of  
11 Service that will allow for a pre-pay billing option called Flex Pay. Additional  
12 details and benefits of the program are described by Company witness Lucas.

13 The program requires AMI meters with remote disconnect and reconnect  
14 capability, as well as a waiver of specific billing and notification rules that is  
15 being sponsored by Company witness Seger-Lawson.

16 **Q14. Please describe the Company's proposal to modify the Terms and**  
17 **Conditions language around interest paid for Non-Residential deposits.**

18 In Cause No. 44967, I&M requested the Commission authorize I&M to lower the  
19 interest rate on customer deposits. In the settlement of that Cause, the Settling  
20 Parties agreed that the cost rate for customer deposits would be adjusted to 2%.  
21 The 2% is expressly stated in the Residential deposit section of the tariff. The  
22 2% is not expressly stated in the Non-Residential deposit section of the tariff.

23 Currently the Non-Residential Deposit terms read, "Deposits held more than  
24 twelve months shall earn interest from date of deposit to the date of refund at an  
25 annual interest rate to be determined by the Indiana Utility Regulatory  
26 Commission."

1           Because the Commission has determined that the interest rate is 2%, the  
2           Company proposes to replace the above quoted language with the following:  
3           “Deposits held more than twelve months shall earn interest from date of deposit  
4           to the date of refund at an annual interest rate of 2% as approved by the Indiana  
5           Utility Regulatory Commission.”

6           **Q15. Describe the requested change to the Terms and Conditions of Service**  
7           **that will allow remote disconnection of service for AMI meter locations.**

8           In connection with the Company’s proposed AMI deployment, the Company is  
9           proposing to perform disconnections of service without a visit to a customer’s  
10          premises as required by rule IAC 4-1-16.

11          This remote capability will also provide customers with an expedited  
12          reconnection process that will reduce a typical reconnection time down to  
13          minutes after the account requirements have been satisfied.

14          Company witness Seger-Lawson supports the Company’s requested waiver of  
15          IAC 4-1-16 and describes the additional communications customers will receive  
16          prior to disconnection under the Company’s proposal.

17          **Q16. Is the Company proposing to change the rates currently approved for any**  
18          **of the Service, Reconnect and Trip Charges?**

19          No. The rates currently in effect were approved in Cause No. 45235 and  
20          implemented in March of 2020. WP-A-OR-2 supports these Charges.

21          **Q17. Is the Company proposing changes on how it applies Service, Reconnect**  
22          **and Trip Charges?**

23          Yes. I&M is proposing to eliminate existing reconnect and trip charges  
24          applicable to customers that have, or will have in the future, an AMI meter that is  
25          capable of remote disconnects and reconnects regardless if the reconnection

1 must occur during normal business hours, overtime hours and Saturdays, or  
2 Sundays and holidays as shown on Original Sheet No. 3.9 in Attachment KCC-  
3 1.

4 **Q18. Please describe the Company's current AMI meter Opt out policy approved**  
5 **in the most recent rate case.**

6 Residential customers that have an AMI meter already installed can have it  
7 removed and replaced with an AMR meter by notifying the Company and  
8 making a one-time payment of \$80.30. The customer must call in accurate and  
9 timely meter readings to the Company each month or pay an additional monthly  
10 charge of \$16.48 to have the Company read their meter. The Company is not  
11 proposing any changes to these existing AMI meter opt out charges.

12 **Q19. Will Residential customers that chose to opt out of an AMI meter be**  
13 **charged a reconnection charge if the customer has been disconnected for**  
14 **non-payment?**

15 Yes. The Company is proposing to maintain the current charges for reconnects  
16 performed during regular business hours, overtime hours and Saturdays, or  
17 Sundays and holidays for customers who have opted out of an AMI meter.

18 This will keep costs the Company would otherwise incur by performing manual  
19 disconnection and reconnection of services from being allocated to all  
20 customers. As proposed by the Company in this proceeding, the reconnection  
21 charges will not apply to those customers who are awaiting AMI installation and  
22 have not affirmatively opted out of the installation of an AMI meter at their  
23 location.

24 As of May 2021, I&M had approximately 17,600 AMI meters installed in its  
25 Indiana jurisdiction. At that time, two customers had chosen to opt out of an AMI  
26 meter installation at their premises.

1 **Q20. Is the Company proposing to eliminate other approved Service, Reconnect**  
2 **or Trip charges listed in the Terms and Conditions of Service?**

3 No. All of the other charges will still require field personnel to visit the site and  
4 perform the necessary work. The Company is proposing to maintain all of the  
5 Service, Reconnect and Trip charges at the currently Commission-approved  
6 rates except for when an AMI meter will be able to remotely perform the  
7 required function as previously stated.

8 **Q21. Please explain the basis for the Company's proposal to eliminate the trip**  
9 **charge to personally notify the customer that their bill is past due.**

10 A high volume of trips made to customers' sites currently do not result in a  
11 disconnection due to access issues, such as locked gates or pets in the yard. In  
12 these cases, the Company personnel can only leave a notice for the customer  
13 regarding the pending disconnection of service due to non-payment, for which a  
14 trip charge is assessed the customer.

15 Given the remote disconnect and reconnect capabilities of the AMI meters,  
16 Company personnel will not have to make a trip to a customer's premises to  
17 effectuate a disconnect or reconnect, thereby eliminating the need for the trip to  
18 the customers premises. As such, the trip charges associated with  
19 disconnection and reconnection are not necessary for customers with AMI  
20 meters.

21 The remote disconnection capabilities of AMI meters also provide customers  
22 with increased security and privacy by eliminating the need for Company  
23 personnel to access their premises to read their meter. This capability also helps  
24 reduce safety concerns for Company personnel associated with various access  
25 issues at a given premises.

26 Additionally, as part of the Company's requested waiver of IAC 4-1-16  
27 sponsored by Company witness Seger-Lawson, and as further explained in her

1 testimony, the Company is proposing additional communication steps that will  
2 eliminate the need for trips to a customer's premises to inform them of a  
3 pending disconnection for non-payment.

4 This change provides a variety of benefits, including reduced costs to the AMI  
5 customers, increased customer privacy and security, increased safety for  
6 Company personnel, and will allow for a positive shift of I&M resources from  
7 meter readings, disconnections, and reconnections to performing other work.

8 **Q22. How will the loss of revenue from not charging customers these specific**  
9 **reconnect and trip charges be treated?**

10 During the AMI implementation process, the number of customers that have an  
11 AMI meter will be changing regularly with daily installations. It would be a  
12 difficult task to ensure that each customer is charged the correct reconnection  
13 fee with this moving target.

14 Additionally, because AMI will be deployed systematically over a period of 4  
15 years, not all customers will receive an AMI meter at the same time. A customer  
16 with a poor payment history that happens to be at the end of the list to receive  
17 an AMI meter would be required to pay many reconnect charges, whereas the  
18 first customers to receive an AMI meter with the same payment history would  
19 not be required to pay any reconnect charges.

20 In order to equitably apply the benefit of removing reconnect charges produced  
21 by remote disconnection and reconnection of meters through AMI technology,  
22 the Company proposes to eliminate these reconnection charges for all  
23 customers that have or will have an AMI meter capable of remote disconnection  
24 and reconnection.

25 Operating Revenue adjustment OR-2 adjusts the Test Year level of revenues for  
26 the full amount of revenue shortfall from eliminating these reconnect and trip  
27 charges. Adjustment O&M-11, sponsored by Company witness Lucas, reflects

1 any offsetting operational and incremental O&M savings associated with the  
2 AMI deployment.

3 WP-A-OR-2 shows the details around the changes being proposed, the number  
4 of instances when these charges are applied to customers' bills and the  
5 resulting change in revenue this creates for this Cause.

6 I have used calendar year 2019 for determining the number of times the charge  
7 gets applied to customers' bills as 2020 data does not represent a typical year in  
8 light of the moratorium placed on disconnecting customers and charging the  
9 associated fees due to the COVID-19 pandemic. As such, 2019 data, which  
10 aligns with 2018 data as well, has been utilized herein.

11 *Figure KCC-1* provides a list of all proposed one-time charges that will be  
12 eliminated and those that will be in place upon approval.

**Figure KCC-1. Summary of proposed Service, Reconnect and Trip Charges**

<u>Description of Service, Reconnect and Trip Charge</u>	<u>Current</u>	<u>Proposed</u>
Reconnect Regular Hours	\$ 83	0
Reconnect During Overtime Hours	\$ 93	0
Reconnect During Sunday / Holidays	\$ 177	0
Trip to Leave Disconnect Notice	\$ 41	0
Reconnect Regular Hours – AMI Opt-out Customer	\$83	\$83
Reconnect Overtime Hours – AMI Opt-out Customer	\$93	\$93
Reconnect Sunday / Holidays – AMI Opt-out Customer	\$177	\$177
Trip to Leave Disconnect Notice – AMI Opt out Customer	\$41	\$41
Reconnect at Vault or Manhole	\$ 1,341	\$ 1,341
Reconnect at Pole – Regular Hours	\$ 119	\$ 119
Reconnect at Pole – Overtime Hours	\$ 132	\$ 132
Reconnect at Pole – Sunday / Holiday	\$ 245	\$ 245
No Power Trip – Customer Equipment at Fault	\$ 41	\$ 41
Meter Test Charge	\$ 84	\$ 84

1 **Q23. Please explain the need to add a provision to allow for charges to a**  
2 **customer for disconnection and reconnection at a station transformer,**  
3 **breaker or switch.**

4 Larger Commercial and Industrial customers occasionally request an outage for  
5 maintenance at a customer or Company owned station, breaker or switch.

6 These jobs can vary dramatically depending on the type of equipment, point of  
7 disconnection and the duration of the outage.

8 The Company is proposing to add a new provision to the Terms and Conditions  
9 of Service that will allow the Company to charge the customer the cost incurred  
10 in making such connections, which shall include all labor costs, transportation  
11 and equipment costs and any materials used.

12 **Q24. Please provide a list of all minor language changes I&M is proposing to**  
13 **bring better definition or clarity to the Terms and Conditions of Service.**

14	Sheet 2.5	Modify Table of Contents to match proposed changes.
15	Sheet 3.0	Add language that requires payments be made in US Dollars.
16	Sheet 3.11	Modify title of section 6 to "Service, Reconnect and Trip 17 Charges"
18	Sheet 3.11	Modify language for disconnect / reconnect charge at vaults 19 that clarifies that "other service locations" are ones that have a 20 "confined space".
21	Sheet 3.12	Modify language that states that customers will not be 22 reconnected when meter tampering has occurred "until all 23 hazards are repaired and inspected."
24	Sheet 3.13	Modify language that specifies additional transformers must be 25 connected in parallel "and adjacent" to each other. This clarifies 26 the expectation that transformers serving the same customer 27 load are to be located near each other and not on opposite 28 sides of the building.



- 1           • Add language to Tariffs O.L. and E.C.L.S. that LED wattage and lumens  
2           is approximate, on original sheets 26 and 29.1 respectively.
- 3           • Raise the point at which a customer must have a written contract for  
4           capacity with the Company under Tariff IP from 1,000 kVA to 1,500 kW.

5           **Q27. Why is the Company proposing to close Tariffs R.S. TOD and G.S. TOD?**

6           The Company is proposing to close these two tariffs to new customers and  
7           replace the opportunity to participate in time-of-day offerings by removing the  
8           caps currently in place for Tariff R.S. TOD2 and Tariff G.S. TOD2.

9           Additionally, the Company is proposing two new critical peak pricing tariffs R.S.  
10          CPP and G.S. CPP. Company witness Walter provides testimony regarding  
11          these new tariffs and Company witness Fischer provides the rate design.

12          **Q28. Please describe the changes to Tariffs R.S. EZB and G.S. EZB that the  
13          Company is proposing.**

14          Currently, if a customer leaves Tariff R.S. EZB prior to the end of the 12-month  
15          enrollment period, the customer may be charged an administrative fee as well  
16          as a removal charge. I&M is proposing that, if a customer is leaving to move to  
17          another non-standard tariff, the customer will not get charged the \$50  
18          administrative fee.

19          The Company is proposing this change to allow customers to take advantage of  
20          a different specialized program within the utility without penalty. Non-standard  
21          tariffs include Tariff R.S.D., Tariff R.S. PEV, R.S. OPES, G.S. PEV, and any of  
22          the time of day offerings under the same class of customer.

23          **Q29. Explain the reasoning for proposing to consolidate Tariffs G.S. and L.G.S.  
24          into one Tariff G.S.**

25          The Company is proposing to consolidate Tariffs G.S. and L.G.S. into one tariff

1 titled Tariff G.S. (General Service). This proposed change will also require  
2 canceling Tariff L.G.S. Consolidating the two tariffs (G.S. and L.G.S.) into one  
3 tariff will minimize migration from one tariff to another.

4 Currently customers that are on Tariff GS whose load grows may see a benefit  
5 by moving to Tariff L.G.S. Likewise, customers that are currently on Tariff L.G.S.  
6 whose load decreases below 100 kW may decide to move to Tariff GS. I&M  
7 recognizes that some customers with seasonal usage have found that they  
8 would be better off receiving service under Tariff G.S. and some months of the  
9 year under Tariff L.G.S.

10 All of this migration from one tariff to another causes customer and load shifts  
11 between the Tariff classes and creates administrative processes that are costly  
12 and unnecessary. The proposed consolidation of these two tariffs will benefit  
13 those customers whose usage varies such that some months of the year they  
14 would be better off receiving service under Tariff G.S. and some months of the  
15 year under Tariff L.G.S.

16 The Company is proposing language/rate structure changes within Tariff G.S. to  
17 accommodate the consolidation of these two tariffs. These changes include the  
18 consolidation of the L.G.S. – Load Management Time-of-Day provision into G.S.  
19 – Load Management Time-of-Day.

20 These changes will split the rate column for customers using over 4,500 kWh in  
21 a month into two columns. One column will reflect rates for up to 300 kWh per  
22 kW and the other column will reflect rates for 300 kWh per kW and above. Low  
23 use customers will still not see a demand charge for 10 kW demands or less.

24 By consolidating the two tariffs into one tariff, the Company will be positioned to  
25 provide better customer service and management of the customers qualifying  
26 for the consolidated tariffs. Company witness Fischer explains the rate design  
27 for the proposed consolidated tariffs.

1 **Q30. Please describe the Company's Other Sources of Energy (OSE) provision**  
2 **within Tariffs G.S., L.G.S., I.P. and W.S.S. and explain the proposal to**  
3 **remove the OSE provision from these tariff classes.**

4 The OSE provision is used to capture costs associated with having reserve  
5 capacity available to certain customers with behind-the-meter generation that  
6 require an occasional backup to this customer generation resource.

7 Currently, these customer accounts are charged a demand value that is the  
8 highest of the current billing month and most recent two previous billing month  
9 period demand charges which is designed to compensate the Company for  
10 reserving the necessary capacity to serve these intermittent loads.

11 The Company, historically, has had very low participation of customers utilizing  
12 this provision and is proposing to remove the provision at this time. Removing  
13 the OSE charge is an attempt to treat these customers similarly to those that  
14 have heavy loads that only run once in a while.

15 For example, I&M has customers that have large electric furnaces that are used  
16 infrequently and when those customers run the furnace, they are not penalized  
17 for the next two months for the demand that it took to run the furnace. They are  
18 only charged what it took to run the furnace and nothing more.

19 G.S., L.G.S., W.S.S., and I.P. customers will still pay for all demand charges that  
20 they incur for the month and will be subject to their specific tariff minimum  
21 demand charges that currently apply.

22 With many new customers participating in I&M renewable generation programs,  
23 it is both appropriate and timely that the Company implement a consistent  
24 approach to charging customers when their generation is not online.

1 **Q31. Does I&M use kVA or kW when billing customers on Tariffs L.G.S. and I.P.**  
2 **within the Indiana jurisdiction?**

3 The Company currently uses kVA to bill both Tariff L.G.S. and Tariff I.P. This  
4 can be measured at the meter as kVA or converted from kW to kVA for billing  
5 purposes.

6 **Q32. Why is the Company proposing to change to billing in kW instead of kVA**  
7 **as provided for in the Company's current tariffs L.G.S. and I.P.?**

8 I&M would like to standardize meter and billing program determinants across  
9 jurisdictional lines within AEP. I&M's Indiana jurisdiction is the only one that bills  
10 on kVA while all other jurisdictions bill on kW. As the Company looks to future  
11 billing and metering systems, having all AEP operating companies on similar  
12 billing determinants will reduce the overall task of implementing new systems.

13 The processes of rate entry and programming within the billing system will be  
14 less complex and have fewer equation codes that need to be programmed and  
15 maintained. Additionally, manual billing will become more streamlined.

16 With the kVA billing being only Indiana specific, only a few of the Special Billing  
17 employees are familiar with it, whereas if Indiana were to move to kW billing,  
18 any employee from the Special Billing group could perform the billing. Company  
19 witness Fischer has testimony around the rate design aspects of moving from  
20 billing in kVA to billing in kW.

21 **Q33. Why is it necessary to add language to Tariff O.L. and Tariff E.C.L.S. that**  
22 **the wattages and lumens presented for LED lighting is approximate?**

23 The LED lighting technology and industry are changing at a rapid pace. As the  
24 technology gets better, the manufacturers are able to create more lumen output  
25 with less watts consumed. Additionally, manufacturers of LED lighting products  
26 have various lamp wattage and lumen configurations available, and this portfolio

1 of lighting products change frequently. For these reasons, on original sheets 26  
2 and 29.1 we have proposed additional language stating “LED lamp wattages  
3 and lumens are approximate and actual values may vary due to the rapidly  
4 changing LED market”.

5 **Q34. Please explain the reasons the Company is proposing to raise the**  
6 **threshold for when a written contract is required under Tariff I.P. from**  
7 **1,000 kVA to 1,500 kW.**

8 The Company is proposing to change the threshold of when a customer that is  
9 on Tariff I.P. is required to have a written contract for service. I am sponsoring a  
10 change to Tariff I.P. that will raise the current threshold of 1,000 kVA to 1,500  
11 kW to mirror the same requirement that is in place for our Michigan jurisdiction.

12 Approximately a third of the contracts that the Company maintains for customers  
13 on Tariff I.P. fall into the range of 1,000 kVA to 1,500 kVA. This change will  
14 reduce the number of customers that will need to take service under a written  
15 contract or have to update their existing contracts to new contract capacity  
16 amounts once they exceed their current contracted amount.

17 The Company will have fewer contracts to secure from the customer and update  
18 each time a customer needs to change their contracted capacity amounts.  
19 Likewise, fewer customers will need to agree on new contract capacity amounts,  
20 have to secure signatures within their organizations, and maintain updated  
21 copies of the contracts.

22 This method has been used in our Michigan jurisdiction for several years and  
23 has worked well. The customer is still subject to monthly minimum billing  
24 demands as stated in the approved I.P. Tariff; however, they will not need to  
25 sign a written contract until their highest previous demand for the preceding 12  
26 months is 1,500 kW or greater.

## V. Changes to the Riders Section

1 **Q35. Provide a brief summary of changes that are being proposed for the**  
2 **Company's existing voluntary riders.**

- 3 • *Rider HEM (Home Energy Management)* – Adding an AMI Direct Load  
4 Control Pilot Program, AMI Electric Water Heater Pilot Program and a  
5 Customer Engagement – Demand Response Program
- 6 • *Rider WEM (Work Energy Management)* – Adding a Small Business and  
7 Non-Small Business Direct Load Control Program

8 Company witness Walter sponsors testimony around these new AMI programs.

9 **Q36. Provide a summary of any new riders being presented for approval in the**  
10 **new Tariff Book 19.**

11 The Company is requesting the addition of two new riders to Tariff Book 19 as  
12 described below. Company witness Seger-Lawson is sponsoring testimony  
13 regarding the implementation of these new riders.

- 14 • AMI Rider - Cost recovery mechanism for AMI meters. Initial rates of  
15 \$0.00 will be reflected in a compliance filing in this Cause.
- 16 • Tax Rider – Credits unamortized excess unprotected accumulated  
17 deferred federal income tax and tracks the impact of potential future  
18 changes in tax law. Initial rates will be reflected in a compliance filing in  
19 this Cause.

20 **Q37. Provide a brief summary of existing Applicable Surcharges and Rate**  
21 **Adjustments (Riders) and the Company witness supporting each in this**  
22 **Cause.**

23 Below is a list of the Company's existing riders and the Company witness  
24 sponsoring each:

- 1           • DSM / EE Rider (Demand Side Management / Energy Efficiency) –  
2           Company witness Auer.
- 3           • FAC Rider (Fuel Cost Adjustment) – Company witnesses Auer and  
4           Heimberger.
- 5           • ECR Rider (Environmental Cost Rider) – Company witnesses Seger-  
6           Lawson and Kerns.
- 7           • OSS-PJM Rider (Off System Sales / PJM) – Retain existing rates at time  
8           of compliance filing – Company witnesses Seger-Lawson and Koehler.
- 9           • LCM Rider (Life Cycle Management) – Company witnesses Auer and  
10          Lies.
- 11          • RAR Rider (Resource Adequacy Rider) – Company witnesses Seger-  
12          Lawson and Williamson.
- 13          • SPR Rider – (Solar Power Rider) – Company witness Auer.
- 14          • PRA Rider (Phase-in Rate Adjustment Rider) – Company witnesses  
15          Seger-Lawson and Duncan.

16       **Q38. Does this conclude your pre-filed verified direct testimony?**

17       Yes.

**VERIFICATION**

I, Kurt C. Cooper, Regulatory Consultant Principal for Indiana Michigan Power, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

Date: June 23, 2021

Kurt C. Cooper  
Kurt C. Cooper

# INDIANA MICHIGAN POWER COMPANY

## SCHEDULE OF TARIFFS AND TERMS AND CONDITIONS OF SERVICE GOVERNING SALE OF ELECTRICITY IN THE STATE OF INDIANA

<u>LOCALITY</u>	<u>COUNTY</u>	<u>LOCALITY</u>	<u>COUNTY</u>
Aboite Township	Allen	Decatur	Adams
Adams Township	Allen	Delaware Township	Delaware
Albany	Randolph	Dunkirk	Jay
Albion	Noble		Blackford
Albion Township	Noble	Duck Creek Township	Madison
Alexandria	Madison		
Allen Township	Noble	Eaton	Delaware
Anderson Township	LaPorte	Eel River Township	Allen
		Elkhart	Elkhart
Baugo Township	Elkhart	Elwood	Madison
Bear Creek Township	Jay		
Bear Creek Township	Adams	Fall Creek Township	Henry
Benton Township	Elkhart	Fairfield Township	DeKalb
Berne	Adams	Fairmount	Grant
Blountsville	Henry	Farmland	Randolph
Blue Creek Township	Adams	Fort Wayne	Allen
Boone Township	Madison	Fowlerton	Grant
Bryant	Jay	Franklin Township	DeKalb
Bryant Township	Wells	Franklin Township	Grant
Butler	DeKalb	Franklin Township	Randolph
Butler Township	DeKalb	French Township	Adams
Cedar Creek Township	Allen	Galena Township	LaPorte
Center Township	Delaware	Gas City	Grant
Center Township	Grant	Gaston	Delaware
Center Township	LaPorte	Geneva	Adams
Center Township	Marshall	German Township	St. Joseph
Centre Township	St. Joseph	Grabill	Allen
Chester Township	Wells	Grant Township	DeKalb
Chesterfield	Madison	Green Township	Noble
Churubusco	Whitley	Green Township	Randolph
Clay Township	St. Joseph	Greene Township	Grant
Clear Creek	Huntington	Greene Township	Jay
Cleveland Township	Elkhart	Greene Township	St. Joseph
Cleveland Township	Whitley	Greens Fork Township	Randolph
Cool Spring Township	LaPorte		
Columbia Township	Whitley	Hamilton	DeKalb
Concord Township	DeKalb	Hamilton Township	Steuben
Concord Township	Elkhart	Hamilton Township	Delaware
		Harris Township	St. Joseph
		Harrison Township	Blackford

(Cont'd on Sheet No. 2.1)

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<u>LOCALITY</u>	<u>COUNTY</u>	<u>LOCALITY</u>	<u>COUNTY</u>
Harrison Township	Delaware	Lakeville	St. Joseph
Harrison Township	Wells	Lancaster Township	Huntington
Harrison Township	Elkhart	Lancaster Township	Wells
Hartford Township	Adams	LaPaz	Marshall
Hartford City	Blackford	Liberty Township	Delaware
Hudson Township	LaPorte	Liberty Township	Grant
Huntertown	Allen	Liberty Township	St. Joseph
		Liberty Township	Wabash
Indian Village	St. Joseph	Liberty Township	Wells
		Licking Township	Blackford
Jackson Township	Blackford	Ligonier	Noble
Jackson Township	Howard	Lincoln Township	LaPorte
Jackson Township	Madison	Losantville	Randolph
Jackson Township	Miami	Lynn	Randolph
Jackson Township	Jay		
Jackson Township	Randolph	Madison Township	Allen
Jackson Township	Wells	Madison Township	Jay
Jackson Township	DeKalb	Madison Township	St. Joseph
Jackson Township	Huntington	Madison Township	Tipton
Jefferson Township	Grant	Marion Township	Allen
Jefferson Township	Huntington	Marion	Grant
Jefferson Township	Jay	Matthews	Grant
Jefferson Township	Adams	Maumee Township	Allen
Jefferson Township	Allen	Michigan Township	LaPorte
Jefferson Township	Henry	Milan Township	Allen
Jefferson Township	Elkhart	Mill Township	Grant
Jefferson Township	Noble	Mishawaka	St. Joseph
Jefferson Township	Wells	Modoc	Randolph
Jefferson Township	Whitley	Monroe Township	Adams
Jonesboro	Grant	Monroe	Adams
		Monroe Township	Allen
Kankakee Township	LaPorte	Monroe Township	Delaware
Kendallville	Noble	Monroe Township	Grant
Keyser Township	DeKalb	Monroe Township	Madison
Kirkland Township	Adams	Monroe Township	Randolph
Knox Township	Jay	Monroe Township	Allen
		Monroe Township	Allen
Lafayette Township	Allen	Montpelier	Blackford
Lafayette Township	Madison	Mt. Etna	Huntington
Lake Township	Allen	Mt. Pleasant	Delaware
		Muncie	Delaware

(Cont'd on Sheet No. 2.2)

(Cont'd from Sheet No. 2.1)

<u>LOCALITY</u>	<u>COUNTY</u>	<u>LOCALITY</u>	<u>COUNTY</u>
New Carlisle	St. Joseph	Roanoke	Huntington
New Haven	Allen	Rock Creek Township	Huntington
Newville Township	DeKalb	Rock Creek Township	Wells
Niles Township	Delaware	Root Township	Adams
Noble Township	Jay	Roseland	St. Joseph
Noble Township	Noble	Redkey	Jay
North Township	Marshall		
Nottingham Township	Wells	Salamonia	Jay
		Salamonia Township	Huntington
Olive Township	Elkhart	Salem Township	Delaware
Olive Township	St. Joseph	Saratoga	Randolph
Orestes	Madison	Scipio Township	Allen
Osceolo	St. Joseph	Scott Township	Steuben
Osolo	Elkhart	Selma	Delaware
Ossian	Wells	Shamrock Lakes	Blackford
Otsego Township	Steuben	Sims Township	Grant
		South Bend	St. Joseph
Parker	Randolph	Smith Township	Whitley
Penn Township	Jay	Smithfield Township	DeKalb
Penn Township	St. Joseph	Sparta Township	Noble
Pennville	Jay	Spencer Township	DeKalb
Perry Township	Allen	Springfield Township	Allen
Perry Township	Delaware	Springfield Township	LaPorte
Perry Township	Noble	Stafford Township	DeKalb
Pike Township	Jay	St. Joe Township	Allen
Pipe Creek Township	Madison	St. Marys Township	Adams
Pleasant Township	Allen	Stony Creek Township	Henry
Pleasant Township	Grant	Stony Creek Township	Madison
Polk Township	Huntington	Stony Creek Township	Randolph
Poneto	Wells	Summitville	Madison
Portage Township	St. Joseph	Swan Township	Noble
Preble Township	Adams	Swayzee	Grant
Portland	Jay	Sweetser	Grant
Richland Township	Grant	Thorncreek Township	Whitley
Richland Township	Jay	Troy Township	DeKalb
Richland Township	Madison		
Richland Township	Steuben	Union Township	Adams
Richland Township	Whitley	Union Township	Delaware
Ridgeville	Randolph	Union Township	DeKalb

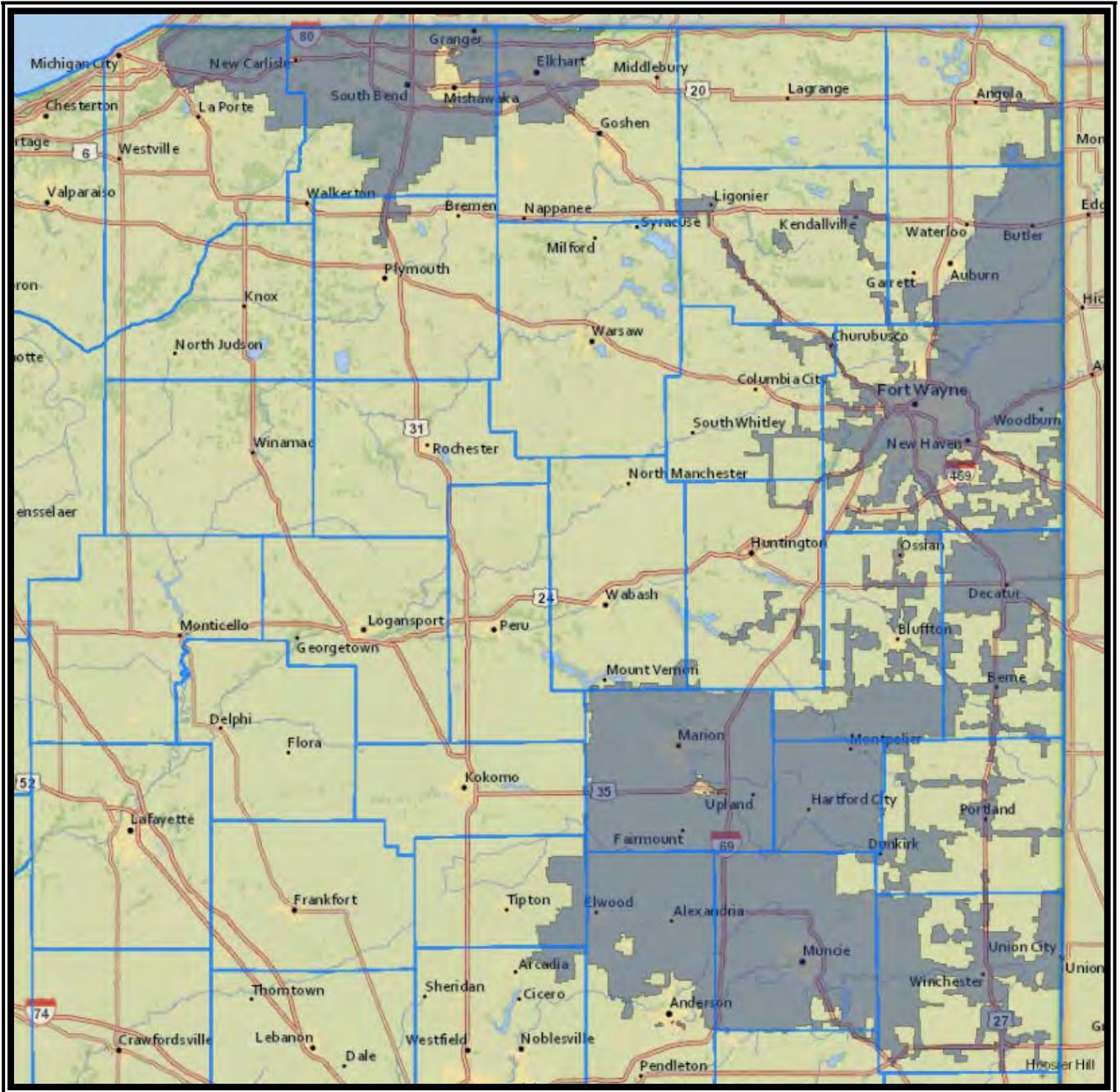
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(Cont'd from Sheet No. 2.2)

<u>LOCALITY</u>	<u>COUNTY</u>	<u>LOCALITY</u>	<u>COUNTY</u>
Union Township	Hamilton	York Township	Noble
Union Township	Howard	York Township	Steuben
Union Township	Madison	Yorktown	Delaware
Union Township	Randolph		
Union Township	St. Joseph		
Union Township	Wells		
Union Township	Whitley		
Union City	Randolph		
Uniondale	Wells		
Upland	Grant		
Van Buren	Grant		
Van Buren Township	Madison & Grant		
Vera Cruz	Wells		
Wabash Township	Adams		
Wabash Township	Jay		
Waltz Township	Wabash		
Ward Township	Randolph		
Warren Township	St. Joseph		
Washington Township	Adams		
Washington Township	Allen		
Washington Township	Blackford		
Washington Township	Delaware		
Washington Township	Elkhart		
Washington Township	Grant		
Washington Township	Whitley		
Wayne Township	Allen		
Wayne Township	Huntington		
Wayne Township	Jay		
Wayne Township	Noble		
Wayne Township	Randolph		
White River	Hamilton		
White River Township	Randolph		
Wildcat	Tipton		
Wills Township	LaPorte		
Wilmington Township	DeKalb		
Winchester	Randolph		
Woodburn	Allen		

(Cont'd on Sheet No. 2.4)

(Cont'd from Sheet No. 2.3)



Source: IURC Website - August 2016

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## **ABBREVIATIONS, TECHNICAL TERMS AND DEFINITIONS**

### **ABBREVIATIONS**

**IURC** – Indiana Utility Regulatory Commission

**I&M** – Indiana Michigan Power Company

**kVA** – Kilovolt-ampere(s)

**kW** – Kilowatt(s)

**kWh** – Kilowatt-hour(s)

**PJM** – PJM Interconnection, LLC

**RKVAH** – Reactive Kilovolt-ampere(s) Hour

**UG** – Underground

### **TECHNICAL TERMS AND DEFINITIONS**

**“Applicant”** – Any person, firm, corporation, municipality or other government agency which has applied for a new rate schedule with the Company.

**“Billing Cycle”** – Company’s schedule for meter reading and billing which distributes the starting dates for billing periods throughout the calendar month.

**“Billing Demand”** – Customer’s demand expressed in kW or kVA (as adjusted in accordance with the applicable rate schedule) which will be used in the calculation of the Customer’s bill.

**“Billing Period or Billing Month”** – the interval between two consecutive meter readings that are taken for billing purposes. Such readings will be taken as nearly as practical every 30 days.

**“Business Day”** – any Monday through Friday when the Company’s main business office is open.

**“Cogeneration Facility”** – A facility that simultaneously generates electricity and useful thermal energy and meets the energy efficiency standards established for a cogeneration facility by the Federal Energy Regulatory Commission (FERC) under 16 U.S.C. 824a-3, in effect November 9, 1978.

**“Commercial and industrial customers”** – any customer not classified as residential.

**“Commission”** – means the Indiana Utility Regulatory Commission.

**“Company”** – Indiana Michigan Power Company.

**“Company Standards”** – Electric standards established by the Company.

**“Connected load”** - means the customer’s total load connected to the Company’s system.

**“Contract Capacity”** – Customer’s specified load requirements expressed in kW or kVA for which Customer contracts and Company is obligated to supply.

(Cont’d on Sheet No. 2.9)

(Cont'd from Sheet No. 2.8)

**“Contract year or year”** – twelve consecutive billing periods used in the application of rate schedules.

**“Customer”** – Any person, firm, corporation, municipality or other government agency which has agreed, orally or otherwise, to pay for electric service from the Company.

**“Customer in Good Standing”** – Unless specifically stated, a customer is considered to be in good standing unless they have been issued disconnect notices for 2 consecutive months or any 3 months within the preceding 12-month period, or had service involuntarily disconnected for any reason other than safety during that same period.

**“Delinquent Bill”** – A Customer Bill that has remained unpaid for the period set forth in the IURC Rules (170 IAC 4-1-13).

**“Delivery Point”** – the point at which service is delivered by Company to customer. Generally the point at which the customer's facilities are connected to the Company's facilities.

**“Delivery voltage”** – voltage of Company's facilities at the delivery point.

**“Demand”** - the quantity of electrical power required, as measured in kW or kVA and integrated over a 15-minute period, metered by a demand indicator.

**“Demand Charge”** - the portion of a customer's bill based on the customer's Maximum Demand, in kW or kVA, and calculated on the Billing Demand under the applicable Rate Schedule.

**“Disconnection”** – the termination or discontinuance of electric service.

**“Effective date”** – means the date when the tariff sheet must be followed.

**“Interval Metering”** – meter capable of measuring and recording energy usage and demands on a sub-hour time interval and hourly integrated basis.

**“Kilovolt or kV”** – a unit of electrical force, 1,000 volts.

**“Kilovolt-ampere or kVA”** – a unit of apparent electrical power that is the product of volts and amperes, divided by 1,000.

**“Kilowatt or kW”** – a unit of electrical power equal to 1,000 watts, equivalent to about 1-1/3 horsepower.

**“Kilowatt-hour or kWh”** – a unit of electrical energy equivalent to the quantity of electrical energy consumed by a 100 watt lamp burning ten hours.

**“Lateral Extension”** – a line extension from a distribution line and is normally constructed on the customer's property to provide service to a specific premise.

**“Lumen”** – a unit of output of a light source.

**“Metered Voltage”** – the voltage at which service to the customer is measured.

**“Minimum charge”** – a monthly minimum charge the customer will be billed.

(Cont'd on Sheet No. 2.10)

(Cont'd from Sheet No. 2.9)

**“Month”** – unless preceded by the word “calendar,” the term “month” will refer to a billing month.

**“Off-peak Period”** – daily periods when the demand on the Company’s generating system is usually the lowest.

**“On-peak Period”** – daily periods when the demand on the Company’s generating system is usually the highest.

**“Other Sources of Energy Supply”** – shall mean “other sources of electric energy supply” except where the Company provides service as standby or partial standby for a source of energy other than electric energy.

**“PJM Interconnection, LLC or PJM”** – is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity.

**“Power Factor”** – the ratio of watts to the product of volts and ampere apparent power.

**“Primary Voltage”** – nominal voltages of more than 2,400 volts.

**“Rate Schedule” or “Rider”** - means the rate or charge for a particular classification of service, including all special terms and conditions under which that service is furnished at the prescribed rate or charge.

**“Reactive Kilovolt Ampere Hours or RKVAH”** - a unit of power that is also known as "imaginary" or "reactive" power equal to 1,000 volt-ampere of reactive power (kVAR) measured or consumed over one hour.

**“Regular Business Hours”** – hours of operation designated by the Company occurring on Business Days.

**“Remote Disconnection or Restoration Capability”** – the ability to terminate or restore service to a premise from another location.

**“Residential Customer”** – a customer receiving service for a dwelling unit, defined as one or more rooms including kitchen in a building designed as living accommodations for occupancy by one family for the purpose of cooking, living and sleeping.

**“Rules or Regulations”** - means the rules, regulations, practices, classifications, exceptions, and conditions that the Company must observe when providing service.

**“Secondary Voltage”** – nominal voltages of less than 480 volts.

**“Service”** – the supply of electric energy delivered by Company to Customer.

**“Service Facilities”** – are those facilities between the Company’s last electric plant unit and the point of termination. For service through a meter operating at 600 volts or less where facilities are overhead, this is generally the weatherhead; where facilities are underground; this is generally the meter socket. For those Primary Service customers who desire to take service directly from the electric distribution system, generally the last Company electric plant unit would be the meter installation and there would not be any Service Facilities involved since the customer usually owns all facilities beyond the meter.

**“Standard service”** – service where customer is receiving services from the Company under a Commission approved rate schedule.

(Cont'd on Sheet No. 2.11)

(Cont'd from Sheet No. 2.10)

**“Subtransmission Voltage”** – typically nominal voltages of 34,500 volts to 69,000 volts.

**“Tariff”** – the entire body of rate schedules, riders, general terms and conditions for electric service.

**“Transmission Voltage”** – nominal voltages of 138,000 volts to 765,000 volts.

**“Underground”** – those parts of Company's distribution system which are constructed and direct buried underground.

**“Volt”** – a unit of electrical force.

**“Watt”** – the electrical unit of power or rate of doing work.

**“Year”** – unless preceded by the word “calendar,” the term “year” will refer to twelve consecutive billing months.

1. Tariffs, Terms and Conditions of Service.

Electric service furnished by the Company is subject to Tariffs and Terms and Conditions of Service which are at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Indiana Utility Regulatory Commission, and which are, by reference, made a part of all standard contracts (both oral and written) for service. Failure of the Company to enforce any of the terms of these Tariffs and Terms and Conditions of Service shall not be deemed a waiver of its right to do so.

A copy of all Tariffs and Terms and Conditions of Service is on file with the Indiana Utility Regulatory Commission and may be inspected by the public in any of the Company's business offices. Upon request, the Company will supply, free of charge, a copy of the rate schedules applicable to service available to existing customers or new applicants for service. When more than one rate schedule is available for the service requested, the Customer shall designate the rate schedule on which the application or contract shall be based. Where applicable the customer may change from one rate schedule to another, as specified by tariff or contract, upon written application to the Company. A customer may not change from one tariff to another in less than 12 months or during the term of contract except with the consent of the Company. In no case will the Company refund any difference in charges between the rate schedule under which service was supplied in prior periods and the newly selected rate schedule.

2. Application.

A written agreement may be required from each customer before service will be commenced. A copy of the agreement will be furnished to the customer upon request.

When the customer desires delivery of energy at more than one point, a separate agreement may be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff.

3. Bills for Electric Service.

Bills for electric service will be rendered monthly at intervals of approximately 30 days in accordance with the tariff applicable to the customer's service and must be paid for in U.S. Dollars.

All bills are rendered as "net" bills which will be subject to a late payment charge if not paid within 17 days after the bill is mailed; provided, however, that any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days. The late payment charge to be added to bills of \$3 or less shall be 10 percent of the amount of the bill, and to bills in excess of \$3, the amount to be added to the bill shall be 10 percent of the first \$3 plus 3 percent of the amount of the bill in excess of \$3.

(Cont'd on Sheet No. 3.1)

(Cont'd from Sheet No. 3)

A customer shall be charged \$20 for any dishonored, negotiable instrument received in payment for a bill rendered by the Company, unless the customer shows that the financial institution was in error.

Failure to receive a bill shall not entitle the customer to pay the net bill after the designated payment date has passed. Upon request the Company will advise the customer of the approximate date on which the bill will be mailed each month, and if the bill is lost, the Company will issue a duplicate.

It may be necessary for the Company to render a bill on an estimated basis if extreme weather conditions, emergencies, work stoppage, or other circumstances of force majeure prevent actual meter readings. Any bill rendered on an estimated basis shall be clearly and conspicuously identified.

In the event of the stoppage of or the failure of any meter to register an accurate amount of energy consumed, the customer will be charged or credited for such period on an estimated consumption based upon his use of energy in a similar period of like use. This estimation shall include adjustments for changes in customer's load during the period the meter was not registering properly. All such billing errors will be adjusted to the known date of error or for a period of one year, whichever is shorter.

Residential customers using electric service shall have the option of paying bills under the Company's Average Monthly Payment Plan (AMPP). Residential customers enrolled under the Company's Equal Payment Plan (EPP) as of February 28, 2013 shall have the option of continuing under the EPP. Both of the Company's budget billing plans, AMPP and EPP are described below.

Under the Equal Payment Plan (EPP), the total service for the succeeding 12-month period is estimated in advance and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced.

In case the actual service used during any equal payment period exceeds the bills as rendered on the EPP, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. Such excess may be added to the estimated use for the next normal equal payment period of 12 months and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the EPP, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the EPP during such period, the amount of such over payment shall, at the option of the Company, be either refunded or credited to the customer at the end of the period.

(Cont'd on Sheet No 3.2)

(Cont'd from Sheet No. 3.1)

If a customer fails to pay bills as rendered on the EPP, the Company shall have the right to withdraw the EPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights which the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the EPP, the amount of any excess payments made under the EPP will be applied as a credit on the next month's bill. Likewise, if there is a deficiency in payments, the amount of deficiency will be added to next month's bill.

Under the Average Monthly Payment Plan (AMPP), variations in customer billings are minimized by allowing the customer to pay an average amount each month based on the current month's billing plus the eleven (11) preceding months, divided by the total billing days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMPP. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added and the average is recalculated to find a new payment amount. The average is recalculated each month in this manner.

In such cases where sufficient billing history is not available, an AMPP account may be established allowing the first month's amount due to be the average based on the actual billing for the month. The second month's amount due will be the average based on the first and second billing. The average will be recomputed each month using the available actual history throughout the first AMPP year.

Actual billing will continue to be based on the applicable rate and meter readings obtained to determine consumption. The difference between actual billings and the averaged billings under the AMPP will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMPP year – twelve (12) consecutive months. At the end of the AMPP year (anniversary month), the net accumulated deferred balance is divided by twelve (12) and the result is included in the average payment amount starting with the first billing of the new AMPP year and continuing for twelve (12) consecutive months. Settlement occurs only when participation in the plan ends.

If a customer fails to pay bills as rendered on the AMPP, the Company shall have the right to withdraw the AMPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the AMPP, the amount of any overpayment made under the AMPP will be applied as a credit on the next month's bill. Likewise, any amount of under payment will be applied as a charge to the next month's bill.

(Cont'd on Sheet No. 3.3)

(Cont'd from Sheet No. 3.2)

4. Flex Pay Program

Availability of Service

This payment option is available on a voluntary basis to all residential customers who have an Advanced Metering Infrastructure (AMI) meter rated up to 200 amps installed at their residence. The Flex Pay option is not available to customers with medical, life threatening, or life support conditions; customers having on-site generation operated in parallel with the Company's system; or customers on Tariff EZB, the Average Monthly Payment (AMP) plan or Equal Payment Plan (Budget). This option is not available to customers without a valid and operable electronic communication method (i.e., text messaging or electronic mail). The Flex Pay option is also not available to any customer scheduled for a disconnection of service for nonpayment and who has initiated the process for enrollment in this payment option two or more times within a thirty (30) day period without completing all of the requirements for enrollment.

Program Description.

I&M's Flex Pay Program, is a voluntary payment option that allows customers to prepay for electric service.

Terms and Conditions of Service

Service under the Flex Pay Program will be offered to customers under the customer's otherwise applicable standard residential rate schedule. Billing will be based on a customer's actual daily usage, the effective base rate, and all applicable riders and fees. Fixed charges will be applied to the account on a daily basis based on 1/30 of the total fixed charges and will be subtracted daily from the customer's Flex Pay account balance.

To enroll in the Flex Pay Program, a customer must make an initial payment of at least \$40.00. Any deposit that an existing customer has previously paid to the Company will be applied to the customer's current account balance, with the remaining credit/debit balance from the customer's existing account, if any, transferred to the customer's Flex Pay account balance. A customer with an outstanding current balance or final account balance from a previous account may carry-over up to \$1,500 of the account balance to their Flex Pay account balance to be paid off through the Flex Pay Program. Any payments to the Flex Pay account will first have a 20% portion of the payment applied to the arrears balance, with the remaining portion of the payment credited to the customer's Flex Pay account until the arrears balance is fully paid.

The customer is responsible for monitoring usage under this program and ensuring that the account balance is sufficient to continue electric service. The customer must maintain an account balance greater than zero, not including any arrears amount carried over from another account, to continue electric service under this program. The customer will be notified when the account reaches the customer selected low balance amount or the amount of \$25.00, whichever is greater. Notification will occur through the customer's selected form of communication, including email, and/or text message. A customer web portal will be available to view the customer's usage information.

(Cont'd on Sheet No. 3.4)

(Cont'd from Sheet No. 3.3)

Should a customer's balance reach zero, the customer will be notified via the customer's chosen communication method. The customer will have until the beginning of the next business day to re-establish a positive balance or the customer's meter will automatically be disconnected during normal business hours regardless of weather or temperature as the customer is responsible for ensuring that the Flex Pay account is adequately funded. Normal business hours are 8:00 a.m. to 3:00 p.m. ET, Monday through Friday, excluding Company observed holidays and moratoriums. Customers will be required to pay in full any accrued balance for usage during weekends, holidays and moratoriums before service will be restored. Once the customer's payment is received and accepted, and the customer's Flex Pay account balance is greater than zero, service will be restored by the Company in a timely manner.

Financial assistance received for a Flex Pay account will be credited to the balance of the Flex Pay account upon receipt of the funds.

Customers requesting a \$10 Financial Hardship Reconnect, enrollment in Life Support Program or a Medical Certificate will be removed from the Flex Pay Program and placed on the tariff that is otherwise applicable to the customer's service.

No deposit, reconnect, or late fee charges shall be assessed to customers enrolled in the Flex Pay Program.

When the Company receives a dishonored negotiable instrument (i.e. returned check), any account credits associated with that instrument will be removed from the customer's account. If the removal of the credits results in the customer's balance reaching zero, the customer will be notified and will have until the beginning of the next business day to reestablish a positive balance or the customer's meter will automatically be disconnected during normal business hours.

Actual billing will continue to be based upon the applicable rate and meter readings obtained to determine consumption. Flex Pay customers are required to participate in and receive their information through the Company's paperless billing program. Customers will continue to receive an online monthly statement summary containing all of the charges, usage and payments applied during their normal 30-day billing cycle.

Customer accounts must be funded through a Company authorized payment channel, including immediate payment via telephone or website using electronic check, debit or credit cards, or any in-person pay station. Each authorized payment method is subject to Company guidelines. Timing of payments to accounts cannot be guaranteed if payment is made through an unauthorized pay agent or by mail.

The customer may cancel service under this payment option at any time and will be returned to the applicable traditional post-pay billing option in accordance with I&M's approved tariffs.

(Cont'd on Sheet No. 3.5)

Account settlement shall occur when participation in the plan is terminated. Termination occurs when an account is final billed or if the customer requests termination. If the account terminates off-cycle during the billing period, the remaining monthly fixed charges and fees that have not yet been collected will be applied to the final bill. After settlement of the Flex Pay account, any remaining unused balance will be transferred to the customer's other active account(s), if any. If the customer does not have any other active accounts the Company shall refund the remaining unused balance by one of the following means: a prepaid card, a check or electronic funds transfer (EFT).

54. Deposits

Residential

A new applicant for residential service shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

- (a) Applicant (i) has been a customer of any utility within the last two years, (ii) owes no outstanding bills for service rendered by any such utility, (iii) did not have, during the last 12 consecutive months that the service was provided, more than two bills which were delinquent to any utility or, if service has been rendered for a period for less than 12 months, has not had more than one delinquent bill in such period, and (iv) within the last 2 years did not have a service disconnected by a utility for nonpayment of a bill for services rendered by that utility.
  
- (b) If applicant has not been a customer of a utility during the previous two years and any two of the following three criteria are met:
  - i. Either applicant (a) has been employed by his present employer for two years, or (b) has been employed by his present employer for less than two years but has been employed by only one other employer during the past two years, or (c) has been employed by the present employer for less than two years and has no previous employment due to having recently graduated from a school, university, vocational program, or has recently been discharged from military service.
  - ii. Applicant either (a) owns or is buying his or her home or (b) is renting a home or an apartment and has occupied the premises for more than two years.
  - iii. Applicant has credit cards, charge accounts, or has been extended credit by a bank, commercial concern, or individual; unless a credit check shows that the applicant has been in default on any such account more than twice within the last 12 months.

(Cont'd on Sheet No. 3.6)

(Cont'd from Sheet No. 3.5)

If the Company denies service or requires a cash deposit as a condition of providing service, then it must immediately send a written notice to the applicant stating the precise facts upon which it bases its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating his creditworthiness.

The Company may require a cash deposit from an existing customer when the customer has been mailed disconnect notices for 2 consecutive months or any 3 months within the preceding 12-month period, or when the service has been disconnected pursuant to the rules for nonpayment.

The amount of such deposit may not exceed an amount equal to one-sixth of the expected annual billings for the customer at the address at which service is rendered. Deposits required under the rules for nonpayment in amounts less than or equal to \$70, shall be paid in full prior to restoration of service. If the deposit required under the rules for nonpayment exceeds \$70, a minimum of \$70 shall be required prior to restoration of service. The remaining amount of the required deposit will be split equally between the next two (2) monthly billing cycles (approximately 60 days). Deposits shall earn interest as follows:

- (1) When the deposit is refunded within 12 months from the date of deposit, no interest is payable.
- (2) Deposits held more than 12 months shall earn interest from the date of deposit to the date of refund at an annual interest rate of 2%.
- (3) The deposit shall not earn interest after the date it is mailed, personally delivered to the customer, or otherwise lawfully disposed of.

Any deposit and/or accrued interest shall be refunded upon satisfactory payment by a residential customer for a period of either 9 successive months or 10 out of any 12 consecutive months (provided that the customer did not make late payment for any 2 consecutive months) or upon the customer demonstrating his creditworthiness by any other means. Refund of deposits and/or accrued interest on accounts that are disconnected for nonpayment will occur within 60 days if all outstanding balances have been resolved. Deposits and/or accrued interest will be refunded following customer-requested termination of service.

Company may refund such deposits by applying the deposit and/or accrued interest to the bill, and such application shall constitute a lawful disposition of such deposits. Upon specific request from the customer, the utility shall refund the deposit and/or accrued interest within 15 days after payment of the final bill. A deposit may be used by the utility to cover any unpaid balance following disconnection of service pursuant to Rule 5; provided, however, that any surplus be returned to the customer as provided above.

(Cont'd on Sheet No. 3.7)

(Cont'd from Sheet No. 3.6)

Nonresidential

The Company shall determine the creditworthiness of new and existing nonresidential customers in an equitable and nondiscriminatory manner.

A new or existing nonresidential customer will be deemed non-creditworthy if either (a) it has three delinquent payments, two consecutive delinquent payments, or been disconnected for nonpayment within the last 24 months; or (b) its credit rating is B+ or below for S&P or B1 or below for Moody's

For the purposes of this rule, a new customer does not include a customer who changes its corporate name or corporate structure, or an existing customer who establishes a new account.

The Company may require a deposit from a non-creditworthy customer as a condition of providing or continuing to provide service.

In the event that the Company requires a deposit as a condition of providing or continuing to provide service, then the Company must: (a) provide notice to the new or existing customer stating the precise facts upon which the Company based its decision, (b) provide the new or existing customer with an opportunity to rebut the Company's decision including, but not limited to, the presentation of information such as payment history to other utilities and verifiable data such as independently audited financial statements, analyses of leverage, liquidity, profitability, cash flow and other credit related information: and (c) monitor the customer's account annually (or upon customer request), for deposit requirements validating customer's creditworthiness with prompt repayment upon customer request once the customer meets the criteria for creditworthiness set forth in this rule. This provision, including the right to contest the need for a deposit, is without prejudice to the customer's right to challenge the deposit requirements before the Indiana Utility Regulatory Commission

Any deposit demanded under this rule will be equal to no more than 1/6<sup>th</sup> the annual billing for a current customer or 1/6<sup>th</sup> expected annual billings of a new customer The Company shall not aggregate customer accounts for purposes of calculating a deposit, but shall instead calculate a deposit based only on annual billings of an existing customer's delinquent account.

Deposits may be paid in cash, through the provision of a Surety Bond or Irrevocable Letter of Credit, through another method of security approved by the Company or in three (3) equal monthly payments unless the customer is delinquent, in which case the full deposit is due.

Deposits shall earn interest as follows:

- (1) Deposits held more than twelve (12) months shall earn interest from date of deposit to the date of refund at an annual interest rate to be determined by the Indiana Utility Regulatory Commission. Current approved rate is 2% annually.
- (2) The deposit shall not earn interest after the date it is mailed, personally delivered to the customer, or otherwise lawfully disposed of.

(Cont'd on Sheet No. 3.8)

(Cont'd from Sheet No. 3.7)

In addition to refunds upon the annual review of a customer's creditworthiness by the Company, deposits will be refunded:

- (1) Upon the customer's written request, made not more than once a year, and upon establishment of creditworthiness as defined above: or
- (2) Within sixty (60) days following termination of service with the deposit applied to any delinquent bills and the remainder paid to the customer.

In the event a customer disputes a portion of a bill in writing to I&M, provided the customer pays all undisputed portions before the bill is delinquent as defined above, the bill shall not be considered delinquent. I&M will promptly review the dispute, and the disputed portion of the bill will not be considered delinquent while the bill remains subject to review (including any complaint process initiated at the Indiana Utility Regulatory Commission).

For customer who have made arrangements with the I&M for electronic billing, the date the bill will be considered delinquent shall be calculated from the date of electronic transmission of the bill, or such other date as agreed to by the Company and the customer.

I&M shall be able to decline imposition of a deposit that may otherwise be required under this rule based on the individual circumstances of the customer.

**65. Denial or Discontinuance of Service.**

**General**

The Company reserves the right after at least 14 days' notice in writing to discontinue to serve any customer (1) who is indebted to the Company for any service theretofore rendered at any location (on other than equal payment plan accounts having a credit balance), (2) for failure to provide and maintain adequate security for the payment of bills as requested by the Company, or (3) for failure to comply with these Terms and Conditions. The Company also reserves the right to refuse electric service to any applicant if the applicant is indebted to the Company for any charge theretofore rendered at any location, provided Company shall advise applicant to such effect.

(Cont'd on Sheet No. 3.9)

(Cont'd from Sheet No. 3.8)

Any discontinuance of service shall be in accordance with rule IAC 4-1-16 including a visit to the premise to notify the customer of pending disconnection of service. This would not apply to customers that have an AMI meter with remote functionality in which a waiver to these rules has been approved or unless the customer has threatened to or has caused endangerment to an employee's personal safety. In which case such visit to the premise will be replaced by a phone call notification and remote disconnection / reconnection will be utilized where applicable. The Company will not remotely disconnect a customer who has demonstrated a safety risk to Company personnel and is otherwise subject to disconnection if the temperature is forecasted to be below 25 degrees or above 95 degrees during the following 24 hour period. Examples of activities that threaten or cause endangerment to employees' personal safety include, but are not limited to:

- Verbal and physical abuse;
- Use of vicious animals;
- Brandishing or referencing use of weapons; and
- Purposefully creating unsafe working environment on premise

Disconnection of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum service charge or other monthly charge as specified in the applicable tariff.

The customer shall notify the Company at least three days in advance of the day disconnection is desired. The customer shall remain responsible for all service used and the billings therefore until service is disconnected pursuant to such notice.

Upon request by a customer to disconnect service, the Company shall disconnect the service within three working days following the required disconnection date. The customer shall not be liable for any service rendered to such address or location after the expiration of three such days.

(Cont'd on Sheet No. 3.10)

(Cont'd from Sheet No. 3.9)

The Company may disconnect service without request by the customer and with proper notification in writing of at least 14 days when:

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide adequate safe clearance in front of and around metering and associated equipment; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

The Company may disconnect service without request by the customer and without prior notice only:

- (a) If a condition dangerous or hazardous to life, physical safety, or property exists; or
- (b) Upon order by any court, the Commission or other duly authorized Public Authority; or
- (c) If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use; or
- (d) If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected customer is responsible for such tampering.

(Cont'd on Sheet No. 3.11)

(Cont'd from Sheet No. 3.10)

76. Service, and/or Disconnect and Reconnect and Trip Charges.

In cases where the Company has discontinued service for nonpayment of bills, customer convenience and/or other causes stipulated herein, the right is reserved to charge the customer an amount in accordance with the following schedule of charges. The Company will endeavor to comply with customer requested work subject to a minimum of three business days' prior notification and/or manpower availability.

SCHEDULE OF CHARGES	AMOUNT
1. <u>AMI Opt-Out Customers</u> - Reconnect during regular business hours.	\$83
2. <u>AMI Opt-Out Customers</u> - Reconnect during workday overtime hours and all day Saturday.	\$93
3. <u>AMI Opt-Out Customers</u> - Reconnect on Sundays or holidays.	\$177
4. <u>AMI Opt-Out Customers</u> - Trip Charge where Company employees are sent to customer premises to specifically notify the customer that bill payment is due or disconnection for non-pay is scheduled but not performed due to access, field promise or other related issue at customer site.	\$41
5. Reconnect when disconnect is required to be made from a vault, manhole, or service box <u>in a confined space</u> .	\$1341
6. Reconnect during regular business hours when disconnect is required to be made at pole.	\$119
7. Reconnect during workday overtime hours and all day Saturday when disconnect is required to be made at pole.	\$132
8. Reconnect on Sunday or holidays when disconnect is required to be made at pole.	\$245
9. Trip Charge for No-power service call when the customer's facilities are clearly at fault or in cases where a Company employee is sent to the customer premises for scheduled work and the customer is not ready and the customer was advised of the charge.	\$41
10. Meter test or change when charge is permitted in accordance with the provision of Item No. 21 of the Terms and Conditions of Service.	\$84

(Cont'd on Sheet No. 3.12)

(Cont'd from Sheet No. 3.11)

87. Miscellaneous Customer Charges.

When the Company detects that its regulating, measuring equipment, or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttable presumption arises that the customer or other user has benefited by such fraudulent or unauthorized use of such tampering. Therefore, that customer or other user is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred, or is reasonably assumed to have occurred, and is responsible for the cost of field calls, the cost of equipment to safely secure metering and other Company equipment, a \$50 tampering fee and the cost of making repairs necessitated by such use and/or tampering. In any event, the Company may make a charge for such out-of-pocket costs, but in no case will the total charge for tampering be less than \$100. Under such circumstances, the Company may disconnect service without notice, and the Company is not required to reconnect the service until a deposit and all of the aforementioned enumerated charges are paid in full and all hazards are repaired and inspected (subject to any provision of Commission Rule 16 to the contrary).

98. Inspection.

It is to the interest of the customer to properly install and maintain customer-owned wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefore.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

Where a customer's premises are located in an area not governed by local inspection laws or ordinances, wiring shall be installed in accordance with the requirements of the National Electrical Code. Before furnishing service, Company may require a certificate or notice of approval from a duly-recognized authority stating that customer's wiring has been installed in accordance with the requirements of the National Electrical Code.

No responsibility shall attach to the Company because of any waiver of these requirements.

(Cont'd on Sheet No. 3.13)

(Cont'd from Sheet No. 3.12)

109. Service Connections.

The Company will, when requested to furnish service, designate the location of its service connection.

At the Company's discretion, loads greater than 2500 kVA may be served by more than one transformer set in parallel and adjacent, and therefore by more than one set of metering. Where energy is delivered in this manner, the monthly billing demand will be calculated as if the customer is served by a single delivery point.

A customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in these Terms and Conditions of Service.

The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend a distance beyond the building as established by local codes and Company standards. Where customers install service entrance facilities as specified by the Company and/or install and use certain utilization equipment as specified by the Company, the Company may provide or offer to own certain facilities beyond the point where the Company's service wires attach to the building.

All customer's wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same, including any and all required engineering studies.

When a customer requests additional engineering studies beyond the normal overhead and/or underground options providing an adequate plan of service, as designated by the Company, for a new or relocated service, the Company shall charge the customer, payable in advance, for actual cost incurred by the Company to conduct such studies. Normal engineering studies include any obvious options such as overhead and underground installations.

(Cont'd on Sheet No. 3.14)

(Cont'd from Sheet No. 3.13)

Where service is supplied from an underground distribution system which has been installed at the Company's expense, the customer shall make arrangements with the Company for the Company to install a continuous run of cable conductors, including necessary ducts, from the manhole or connection box to the meter location. Where it is necessary that the location of the meter be inside the customer's building, the customer shall reimburse Company for the cost of the portion of cable and duct from the exterior building wall to the meter location; however, all right and title to the cable shall remain with the Company.

1140. Relocation of Company's Facilities at Customer's Request.

Whenever, at customer's request, the Company's facilities are relocated solely to suit the convenience of customer, the customer shall reimburse the Company for the entire cost incurred in making such change, including any and all required engineering studies.

1244. Company's Liability.

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such supply should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns or injury to machinery, transmission lines, distribution lines, or other facilities of the Company when the Company has carried on a program of maintenance consistent with the general practices prevailing in the industry. Further, the Company shall not be liable for damages for interrupting service to any customer whenever, in the judgment of the Company, such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with a predetermined plan and only in situations that threaten massive curtailments of service on the Company's system. Notwithstanding any other provisions of the terms of these Tariffs and Terms and Conditions of Service, the Company may shut off service temporarily for reasons of health, safety, maintenance of Company facilities, infrastructure improvements, and new construction of Company facilities. To the extent possible, the Company will make a reasonable attempt to inform all affected customers in advance of such events.

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the energy furnished by the Company beyond the delivery point.

(Cont'd on Sheet No. 3.15)

(Cont'd from Sheet No. 3.14)

The customer shall provide and maintain suitable protective devices on customer-owned equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters, and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

1342. Customer's Liability.

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

The customer shall be responsible and, therefore, shall insure that no one except employees or agents of the Company shall make any internal or external adjustment to or shall otherwise interfere with or break the seals of meters or other equipment of the Company installed on the customer's premises.

The Company shall have the right at all reasonable hours to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the service for any cause. The customer must keep the immediate area and access area in and around the Company's equipment clean and free of debris.

The customer shall provide and maintain suitable protective devices on customer-owned equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective devices. The Company may disconnect service without request by the customer and without prior notice if in the Company's sole judgment, the customer's continued service will be detrimental to the Company's general service.

(Cont'd on Sheet No. 3.16)

(Cont'd from Sheet No. 3.15)

1443. Contracts.

Contract for Service

The Company shall not be required to make extensions of service, as provided for in Item 14 below, unless the customer or customers to be initially served by such extensions of service enter into an agreement with the Company, prior to the beginning of construction that sets forth the obligations and commitments of the parties to the contract. The terms of the contract may require the customer to provide a satisfactory guarantee to the Company for the performance of the customer's obligations thereunder.

By receiving service under a specific tariff or rider, the customer or his or its heirs, successors and assigns has agreed to all terms and conditions of that tariff. A customer's refusal or inability to sign a contract or agreement as specified by the tariff, in no way relinquishes the customer's obligations as specified in the tariff.

1544. Extension of Service.

The Company shall, upon proper application for service from overhead and/or underground distribution facilities, provide necessary facilities for rendering adequate service, without charge for such facilities, when the estimated total revenue for a period of two and one-half years to be realized by the Company from permanent and continuing customers on such extension is at least equal to the estimated cost of such extension. If the estimated cost of the extension required to furnish adequate service is greater than the total estimated revenue from such extension, such an extension shall be made by the Company under the following conditions:

- (a) Upon proper applications for such extension and adequate provision for payment to the Company by such applicants of that part of the estimated cost of such extension over and above the amount which would have qualified as provided for above, the Company shall proceed with such extension, or
- (b) If, in the opinion of the Company, the estimated cost of such extension and the prospective revenue to be received from it is so meager as to make it doubtful whether the revenue from the extension would ever pay a fair return on the investment involved in such extension; or in a case of real estate development with slight or no immediate demand for service; or in the case of an installation requiring extensive equipment with

(Cont'd on Sheet No. 3.17)

(Cont'd from Sheet No. 3.16)

slight or irregular service; then, in any of the above cases, the Company shall submit the same to the Commission for investigation and determination as to the public convenience and necessity of such extension, and if so required, the conditions under which it shall be made, and

- (c) For each customer, exclusive of the initial applicants considered in the making of an extension, connected to such an extension within the period of six years from the completion of such extension, the Company shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half times the estimated annual revenue from such new customer, less the cost to service such new customer, but the total of all refunds to any such applicant shall in no event exceed the aforesaid contribution of such applicant, and
- (d) If the Company has reason to question the financial stability of the customer and/or the life of the operation is uncertain or temporary in nature, such as construction projects, oil and gas well drilling, sawmills and mining operations, the customer shall pay a contribution in aid of construction, consisting of the estimated labor cost to install and remove the facilities required plus the cost of unsalvageable material, before the facilities are installed. In making determinations under this provision, the Company will consider relevant information such as financial statements, annual reports and other information provided by the customer. The Company will copy the Commission and the OUCG staff on any customer correspondence regarding the application of this provision to a customer. Should a dispute arise concerning the application of this provision, either the Company or the customer may submit such dispute to the Commission for investigation and determination as to the conditions under which such extension shall be made.

The applicants shall also agree to pay their portion of such estimated costs for primary facilities.

For service (defined as the conductors and equipment for delivering energy, not to exceed 600 volts, from the electrical supply system to the wiring system of the premises served) the applicant shall have the right to install same subject to such reasonable specifications and inspections as might be prescribed by the Company.

(Cont'd on Sheet No. 3.18)

(Cont'd from Sheet No. 3.17)

The Company may require the applicant to submit to the Company sufficient designs and/or plans for the service lines before proceeding. If the Company provides the designs and/or plans for the service lines, the Company may require the applicant to reimburse the Company its costs. The Company shall have no responsibility for service lines installed by the applicant.

In those cases, where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree-trimming permits, the applicant or applicants shall secure the same without cost to the Company or assist the Company in obtaining such rights-of-way on private property or tree-trimming permits before construction shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

The Company shall notify customers seeking extension of service that any dispute arising concerning the application of this provision may be submitted to the Commission for investigation and determination.

1645. Service that Replaces Inadequate Facilities.

The Company will, upon proper notification of increased load to be served, provide the necessary facilities for rendering adequate service, without charge for such facilities, when the estimated increase in revenue for a period of two and one-half years to be realized by the Company is at least equal to the estimated net cost to improve such facilities. There will be no retirement charge in this situation.

If the estimated net cost of the improved facilities required to furnish adequate service is greater than the estimated increase in revenue to be realized by the Company over two and one-half years, the customer shall make adequate provision for payment to the Company for the difference.

1746. Location and Maintenance of Company's Equipment.

The Company shall have the right to construct its poles, lines, and circuits on the property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points specified by the Company for such purpose, as required to serve such customer. The customer shall provide suitable space for the installation of Company's measuring instruments so that the latter will be protected from injury by the elements or through the negligence or deliberate acts of the customer or any other person who is not an agent or employee of the Company.

(Cont'd on Sheet No. 3.19)

(Cont'd from Sheet No. 3.18)

1847. Use of Energy by Customer.

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided herein. Service will not be furnished under any schedule of the Company on file with the Commission to any customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such service. For purposes of this tariff, the provision of electric vehicle charging service for which there is no direct per kWh charge shall not be considered resale of service. This prohibition precludes customer participation, either directly or indirectly through a third party, in a wholesale demand response program offered by an RTO or other entity unless such program has been reviewed and approved by the Commission.

It shall be understood that upon the termination of a contract, the customer may elect to renew the contract upon the same or another tariff published by the Company and applicable to the customer's requirements, except that in no case shall the Company be required to maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving electric supply under the terms of the tariff elected by the customer.

A customer may not change from one tariff to another in less than 12 months or during the term of contract except with the consent of the Company.

The service connections, transformers, meters, and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service. The Company may disconnect service without request by the customer and without prior notice if in the Company's sole judgment, the customer's continued service will be detrimental to the Company's general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

(Cont'd on Sheet No. 3.20)

(Cont'd from Sheet No. 3.19)

All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor, and the proper balancing of phases. Motors which are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and be of a type and equipped with controlling devices approved by the Company. The customer agrees to notify the Company of any increase or decrease in his connected load.

The customer shall not be permitted to operate his own generating equipment in parallel with the Company's service except on written permission of the Company.

The Company may provide service to and take service from certain qualifying facilities defined as cogeneration or small power production facilities. Such sales and purchases are subject to contract and Commission authorization.

The Company shall collect and manage customer data in providing service to its customers. The Company shall take appropriate measures to protect this data in its possession against loss, theft, and unauthorized access. For more information regarding the Privacy Policy visit the Company website at <https://www.indianamichiganpower.com/Privacy.aspx>

1948. Residential Service.

Individual residences shall be served individually under the residential service tariff. Customer may not take service for two or more separate residences through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment building or trailer court with a number of individual residential units where the service is currently taken through a single meter, such service will be supplied under the appropriate general service tariff.

Where customer is presently receiving service through such master meter, the fair allocation, through submetering, of each dwelling unit's electrical consumption shall not constitute the reselling of such service.

All electricity delivered to a new building at which units of such premises are separately rented, leased, or owned, shall be sold on the basis of individual meter measurement for each such occupancy unit, except for electricity used in hotels, motels, and other similar transient lodging, or where the service applicant establishes in writing, furnished to the utility before commencement of construction of the new building, that costs of purchasing and installing separate meters in such building exceed the long run benefits of individual metering of units.

(Cont'd on Sheet No. 3.21)

(Cont'd from Sheet No. 3.20)

Where a single-family house, constructed prior to April 2, 1980, is converted to include separate living quarters or dwelling units for more than one family, or where two or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential service tariff. Single-family homes, constructed subsequent to April 2, 1980, are not allowed to be sub-divided and served through a single meter under any applicable tariff. The owner of a single-family house considering sub-dividing such dwellings must provide each dwelling unit with a separate meter in accordance with the Indiana Utility Regulatory Commission's Order in Cause No. 35781.

The residential service tariff shall cease to apply to that portion of a residence which becomes regularly used for business or other gainful purposes; however, where the principal use of energy will be for residential purposes but a small amount of energy will be used for nonresidential purposes, such nonresidential use will be permitted only when the equipment for such use is within the capacity of a single 3,000-watt branch circuit and the nonresidential consumption is less than the residential use on the premises. When the nonresidential equipment exceeds the above stated maximum limit, the entire nonresidential wiring must be separated from the residential wiring so that it may be metered separately, and the nonresidential load will be billed under the appropriate general service tariff or the entire service will be billed under the appropriate general service tariff.

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter.

2019. Temporary Service.

Temporary service is electric service that is required during the construction phase of a project. Such service is available only upon approval of the Company. In order to qualify for temporary service, the customer must demonstrate to the Company's satisfaction that the requested service will, in fact, be temporary in nature.

Temporary service for residential construction will be supplied using Tariff R.S. Temporary service for general service construction will be supplied under the appropriate published general service tariff applicable to the class of business of the customer. Temporary service will be supplied when the Company has available unsold capacity of lines, transformers, and generating equipment. The customer will be charged a minimum temporary service installation charge, payable in advance, based on the Company's actual cost to install and remove, less salvage, the required facilities to provide the temporary service. In no case shall revenue credits apply to cover costs associated with the installation of temporary service. The Company reserves the right to require a written contract for temporary service, at its option.

(Cont'd on Sheet No. 3.22)

(Cont'd from Sheet No. 3.21)

2120. Voltages.

The standard nominal distribution service voltages within the service area of the Company are:

<u>Secondary</u>		<u>Primary</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240 Volts	120/208 Volts	4160/2400 Volts
120/208 Volts	120/240 Volts	12470/7200 Volts
240/480 Volts	277/480 Volts	34500/19950 Volts
	480 volts	

The standard subtransmission and transmission service voltages within the service area of the Company are:

<u>Subtransmission</u>	<u>Transmission</u>	<u>EHV Transmission</u>
<u>Single or Three Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
13.8 kV	138 kV	345 kV
27.6 kV		765 kV
34.5 kV		
69 kV		

Voltages listed above are not available at all locations. The Company must be consulted regarding their availability at any particular location. Subtransmission service at 13.8 kV and 27.6 kV is withdrawn except for present installations of customers receiving service at premises served prior to July 11, 1986.

2224. Meter Testing.

The Company will test meters used for billing customers in accordance with rules as currently approved by the Indiana Utility Regulatory Commission. A copy of these rules is on file at the Company's office.

The Company shall test the accuracy of registration of a meter upon written request by a customer. A second test of this meter may be requested after twelve (12) months. The first and second tests of a customer's meter shall be at no cost to the customer.

(Cont'd on Sheet No. 3.23)

(Cont'd from Sheet No. 3.22)

The customer will pay the cost of any subsequent tests of the customer's meter in accordance with Item No. 6 of the Terms and Conditions of Service if (1) the meter was tested within the prior thirty-six (36) months at the customer's request and was found to be registering within the Commission-approved limits at that time; (2) the test is made at the customer's request or due to a billing dispute and (3) the meter is found to be registering within the approved limits.

2322. Employees Discount.

Regular employees who have been in the Company employ for six months or more and are the head of the family or mainly responsible for maintenance of the premises they occupy may, at the discretion of the Company, secure a reduction in their residential electric bills. The rate for standard electric service (017) shall consist of a monthly service charge of \$~~20.00~~ ~~15.00~~ plus ~~11.407~~ ~~10.484~~¢ per kWh for the first 900 kWh consumed monthly and ~~10.934~~ ~~9.814~~¢ per kWh over 900, plus adjustments as required under the Applicable Riders. Employees who install a Company-approved storage water-heating system will be subject to a rate of ~~6.594~~ ~~4.728~~¢ per kWh under the conditions set forth in the storage water-heating provision or load management water-heating provision of Tariff R.S (80-052, 100-053, and 120-054). Employees who meet eligibility criteria are able to participate in PEV programs.

Employees who use energy-storage or other load-management devices with time-differentiated load characteristics approved by the Company may receive service under the provisions of Tariff R.S.-OPES (036). The TOD rate shall be ~~17.333~~ ~~17.509~~¢ per /kWh for all consumption during the on-peak period and ~~6.594~~ ~~4.728~~¢ per kWh for all consumption during the off-peak period. The service charge is \$~~20.25~~ ~~16.50~~ per customer per month.

Employees who take service under the conditions set forth in Tariff R.S.-TOD (034) will be subject to a rate of ~~17.333~~ ~~17.509~~¢ per kWh for all consumption during the on-peak period and ~~6.594~~ ~~4.728~~ ¢ per kWh for all consumption during the off-peak period. The service charge is \$~~20.25~~ ~~16.50~~ per customer per month.

Employees who take service under the conditions set forth in Tariff R.S.-TOD2 (041) will be subject to a rate of ~~39.893~~ ~~30.854~~¢ per kWh for all consumption during the on-peak period and ~~9.355~~ ~~8.796~~ ¢ per kWh for all consumption during the off-peak period. The service charge is \$~~20.00~~ ~~15.00~~ per customer per month.

2423. Utility Residential Weatherization Program (URWP).

Upon customer request, Indiana Michigan Power Company (Company) may provide financial assistance in the form of loans to residential customers for the cost of certain energy conservation measures.

(Cont'd on Sheet No. 3.24)

(Cont'd from Sheet No. 3.23)

Such loans will be limited to existing customer-owned, single-family houses, duplexes, triplexes, or four-family residences that use electricity for space heating or air conditioning. Such loans will be provided only after (a) the Company deems the customer's credit rating satisfactory, (b) the customer enters into a financing agreement with the Company, and (c) the premises have had a Residential Conservation Service Program audit.

The Company will not itself sell or install energy conservation measures, but may assist the customer in this regard by financing the cost of such conservation measures in amounts up to \$1,500 with a maximum repayment period of three years.

Repayment of URWP loans will be in equal monthly installments over a period up to 36 months with the first payment due no later than one month after completion of the work. Where the customer elects to finance the cost of energy conservation measures, interest will be charged at an effective annual percentage rate of 6 percent per year on the monthly unpaid balance.

The Company will not charge interest if the loan is repaid in 90 days.

2524. Customer Initiated Power Quality Investigations.

When requested by the customer to investigate any power quality issues not related to "no power" service calls, that affect service to customer owned facilities that are connected to the Company's system, the Company will conduct an initial investigation at no charge to the customer. The Company will make a reasonable attempt to resolve any problems when the Company is found to be at fault. After notifying the customer of a no-fault finding, the Company may at the customer's request, and upon mutual agreement, continue troubleshooting the problem if the customer consents to paying for all additional charges which shall be based on actual labor and material costs incurred.

2625. Advanced Meter Infrastructure (AMI) Meter Opt-out Provision (Residential Customers Only).

Customers served on a residential tariff can opt-out of receiving an AMI meter and continue to be served from an Automated Meter Reading (AMR) meter.

To be eligible to receive or retain an AMR meter, the customer shall have no documented instances, within the past 24 months, of known unauthorized use, theft, or fraud. Further, the customer will have zero instances of threats of violence toward Company employees or its agents.

Customers selecting an AMR meter as an AMI opt-out, shall have the option to provide the Company with accurate and timely monthly meter readings, at no additional charge, or pay the following charges per premise:

I&M Indiana Residential Customer AMI Opt-out Charges

Up Front Charge	\$80.30	A one-time charge per meter only if the request is received after the AMI meter is already installed
Monthly Charge	\$16.48	Per month at each premise

Customers will be given reasonable notice of the AMI opt-out option.

Customers electing this provision will not be able to access the benefits of having an AMI meter. All charges and provisions of the customer's applicable tariff shall apply.

(Cont'd from Sheet No. 3.24)

27. Customer Requested Disconnection / Reconnection at Station Transformer

Whenever, at the customer's request, the Company is required to perform a disconnection and / or reconnection at a customer or Company owned station transformer, switch or breaker, the customer shall reimburse the Company for the entire cost incurred in making such connections which shall include all labor costs, transportation and equipment costs and any materials used.

2826. Plug-in Electrical Vehicle Pilot Program

Notwithstanding other rules stated within these Terms and Conditions of Service, the Company is offering a pilot Plug-in Electric Vehicle (PEV) Program to promote PEV off-peak charging. This pilot provides incentive rebates for residential and small commercial customers with the purchase of eligible PEV's for the installation of charging ports. The pilot program is also aimed at removing some of the barriers that keep commercial and industrial customers from installing chargers for various types of electric vehicles and equipment. Additional incentives for these customers and multi-unit dwellings may include the choice of \$250 per port installed rebate OR 5 (five) years of revenue credits to apply against construction costs of new Company facilities to serve these charging stations.

Availability of Service.

Available for residential electric service through one single-phase meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits. Limited three phase service may be available upon approval by the Company.

Rate. (Tariff Codes 015 - 016)

Service Charge: \$~~20.00~~ ~~15.00~~ per customer per month

Energy Charge:

First 900 kWh	<del>12.405</del> <del>11.482</del> ¢ per kWh
All Over 900 kWh	<del>11.932</del> <del>10.809</del> ¢ per kWh

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. ~~4442~~.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Storage Water-Heating Provision.

This provision is withdrawn except for the present installations of current customers receiving service hereunder at premises served prior to May 1, 1997.

(Cont'd on Sheet No. 4.1)

(Cont'd from Sheet No. 4)

If the customer installs a Company-approved storage water-heating system which consumes electrical energy only during off-peak hours specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

Tariff Code

- 012 (a) For Minimum Capacity of 80 gallons, the last 300 kWh of use in any month shall be billed at 7.173 ~~5.188~~ ¢ per kWh.
- 013 (b) For Minimum Capacity of 100 gallons, the last 400 kWh of use in any month shall be billed at 7.173 ~~5.188~~ ¢ per kWh.
- 014 (c) For Minimum Capacity of 120 gallons or greater, the last 500 kWh of use in any month shall be billed at 7.173 ~~5.188~~ ¢ per kWh.

These provisions, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

The Company reserves the right to inspect at all reasonable times the storage water-heating system and devices which qualify the residence for service under the storage water-heating provision and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgment the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

Load Management Water-Heating Provision. (Tariff Code 011)

For residential customers who install a Company-approved load management water-heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 kWh of use in any month shall be billed at 7.173 ~~5.188~~ ¢ per kWh.

This provision, however, shall in no event apply to the first 200 kWh used in any month, which shall be billed in accordance with the "Rate" as set forth above.

(Cont'd on Sheet No. 4.2)

(Cont'd from Sheet No. 4.1)

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

The Company reserves the right to inspect at all reasonable times the load management water-heating system(s) and devices which qualify the residence for service under the Load Management Water-Heating Provision. If the Company finds that in its sole judgment the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, [1544](#), and/or [1847](#) of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available for residential electric service through one single-phase demand meter to individual residential customers. Availability is limited to the first 4,000 customers applying for service under this tariff.

Rate. (Tariff Code 018)

Service Charge: \$~~15.20~~ ~~42.45~~ per customer per month

Energy Charge: ~~11.389~~ ~~40.372~~ ¢ per kWh for all kWh

Demand Charge: \$~~2.617~~ ~~2.175~~ per kW for all on-peak kW

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. ~~4442~~.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, ~~1514~~, and/or ~~1817~~ of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available to customers eligible for Tariff R.S. (Residential Service) who use energy-storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Households eligible to be served under this tariff shall be metered through one single-phase, multi-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods. Customer-specific information will be held as confidential and the data presented in any analysis will protect the identity of the individual customer.

Rate. (Tariff Code 032)

Service Charge: \$~~20.25~~ ~~16.50~~ per customer per month

Energy Charge: ~~18.855~~ ~~19.214~~ ¢ per kWh for all on-peak kWh  
~~7.173~~ ~~5.188~~ ¢ per kWh for all off-peak kWh

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Conservation and Load Management Credit.

For the combination of an approved electric thermal storage space-heating and/or cooling system and water heater, all of which are designed to consume electrical energy only during the off-peak billing period as previously described in this tariff, each residence will be credited 1.044¢ per kWh for all kWh used during the off-peak billing period for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. ~~4442~~.

(Cont'd on Sheet No. 6.1)

(Cont'd from Sheet No. 6)

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus three percent of the amount of the bill in excess of \$3.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 1544, and/or 1817 of the Terms and Conditions of Service.

Separate Metering Provision.

Customers shall have the option of receiving service under Tariff R.S. for general-use load by separately wiring such load to a standard, residential meter.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

The Company reserves the right to inspect at all reasonable times the energy storage devices and load management devices which qualify the residence for service and conservation and load management credits under this tariff and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that in its sole judgment the availability conditions of this tariff are being violated, it may discontinue billing the customer under this tariff and commence billing under the appropriate tariff.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available to customers eligible for Tariff RS (Residential Service) who use Plug-In Electric Vehicles (PEV) and are in good standing with the Company. Customers under this tariff may not operate distributed generation resources or participate in the Company's Net Metering Service Rider.

A standard meter will measure total residence kWh usage and an additional submeter capable of measuring electrical energy consumption during on-peak and off-peak billing periods will be installed to separately measure PEV kWh usage. No second meter charge for submeter if monthly PEV usage is 250 kWh or greater. Total residence usage will be billed under Tariff RS Monthly Rates. A credit will be applied to the customer's bill for all off-peak PEV kWh usage measured at the submeter and the credit will be issued under Tariff (029). There is no billing adjustment for on-peak PEV usage which will be billed at the normal Tariff RS rate.

Rate.

All household usage (Tariff RS): Tariff RS rates and service charge apply

PEV Submeter (Tariff 029): ~~-4.192~~ ~~3.559~~ ¢ (credit) per kWh for all off-peak hours  
~~\$1.65~~ ~~2.50~~ second meter charge if monthly PEV usage is < 250 kWh

For the purpose of this tariff, the daily on-peak billing period is defined as 6 a.m. to 11 p.m., local time. The off-peak billing period is defined as those hours not designated as on-peak hours.

Pilot Incentive Rebate.

Customers participating in this tariff may be eligible to receive a one-time enrollment rebate of \$500 for 240 volt wiring and / or level 2 EV charger with proof of qualifying PEV purchase. Incentives are limited to the first 1,000 customers enrolling in PEV tariffs annually.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge(s). The second meter charge for the PEV submeter is waived each month the PEV usage is 250 kWh or greater.

Applicable Riders.

Monthly charges computed for usage under the Tariff RS shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442. Riders will not be applied to usage measured by the PEV Submeter.

(Continued on Sheet 7.1)

(Cont'd from Sheet No. 7)

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, ~~1544~~, and/or ~~1847~~ of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

~~Available for residential electric service through one single-phase, multi-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers, including residential customers engaged principally in agricultural pursuits. Limited three phase service may be available upon approval by the Company. Availability is restricted to the first 2,500 customers applying for service under this tariff.~~

~~This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to the first cycle in the billing month of June 2022. When new or upgraded facilities are required to maintain service to a Tariff R.S. TOD customer after this date, the customer will be removed from Tariff R.S. TOD and be required to take service under an appropriate Residential Service tariff for which the customer qualifies.~~

Rate. (Tariff Code 030)

Service Charge: \$~~20.25~~~~16.50~~ per customer per month

Energy Charge: ~~18.855~~~~19.214~~ ¢ per kWh for all on-peak kWh  
~~7.1735~~~~188~~ ¢ per kWh for all off-peak kWh

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. ~~4442~~.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

(Cont'd on Sheet No. 8.1)

(Cont'd from Sheet No. 8)

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 1544, and/or 1847 of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Customer with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available to individual residential customers on a voluntary, ~~experimental~~ basis for residential electric service through one single-phase, multi-register meter capable of measuring electrical energy consumption during variable pricing periods. Limited three phase service may be available upon approval by the Company. ~~Availability is restricted to customers served by the South Bend area circuits designated for the Company's former Smart Metering pilot program (SMPP) and the first 1,000 customers outside of the former SMPP area applying for service under this tariff. Residential customers that do not currently have an AMI meter may request one in order to participate in this tariff.~~

Rate. (Tariff Code: 021)

Service Charge: \$~~20.00~~ ~~45.00~~ per customer per month

Energy Charge: ~~10.176~~ ~~9.654~~ ¢ per kWh for all low-cost hours  
~~43.396~~ ~~33.850~~ ¢ per kWh for all high-cost hours

Billing Hours.

<u>Months</u>	<u>Low Cost Hours (P1)</u>	<u>High Cost Hours (P2)</u>
Approximate Percent (%) of Annual Hours	95%	5%
October through April	All Hours	None
May through September	Midnight to 2 PM, 6 PM to Midnight	2 PM to 6 PM

NOTES: All times indicated above are local time.  
 All kWh consumed during weekends are billed at the low cost (P1) level.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

(Cont'd on Sheet No. 9.1)

(Cont'd from Sheet No. 9)

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, [1544](#), and/or [1847](#) of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Existing customers may initially choose to take service under this tariff without satisfying any requirement to remain on their current tariff for at least 12 months.

Customer with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

## Tariff Codes (045), (046) and (047)

### Availability of Service

Available on a voluntary limited basis for customers receiving residential electric service, who have lived in their current residence for at least the previous twelve (12) months, have had their electricity priced on Tariff R.S. (Residential Electric Service) 015, 016, 017 or Tariff R.S.- EZB (Residential EZ Bill) for at least the previous twelve (12) months, have twelve (12) months of actual meter readings, have a load profile that can, at the sole discretion of the Company, be modeled with reasonable predictability, and are a customer in good standing as defined in the I&M Tariff Book.

Tariff R.S. - EZB offers will not be made to accounts where the monthly calculated billing amount is less than twenty-five (\$25) dollars.

### Conditions of Service

The Company will offer to eligible customers the opportunity to receive residential electric service at an agreed to Monthly EZ Bill Charge for twelve (12) consecutive billing months with no true-up in customers' bills at the end of the twelve (12) consecutive billing months. To participate, customers must enter into a 12-month Service Agreement. The Monthly EZ Bill Charge will be calculated starting with twelve (12) or more months of past Actual kWh Usage data adjusted for weather normalization and any applicable Usage Adjustment Factor, using the following formula:

$$\frac{1}{12} \sum_{1}^{12} [Expected Monthly Usage(Energy Charges + Rider Charges)(1 + Program Fee) + Monthly Service Charge]$$

Applicable taxes and amounts owed for other services will be added to the Monthly EZ Bill Charge.

### Term of Service Agreement

Service hereunder shall be for a period of twelve (12) months. All eligible EZ Bill offers will be updated annually with the previous year's usage plus any applicable Usage Adjustment Factor and sent to the customer. Service Agreements will automatically renew unless the customer notifies the Company otherwise before the end of the Grace Period.

A customer who withdraws from the EZ Bill program prior to the end of the 12-month period may be required to pay a Removal Charge and an Administrative Fee. If the amount of electricity such customer actually used results in a billing amount under Tariff R.S. that is greater than the amount for which they have been billed under Tariff R.S. - EZB, such customers must pay that difference. Customer will not receive any refund or credit for amounts paid under Tariff R.S. - EZB if the amount of electricity actually used results in a billing amount under Tariff R.S. that is less than the amount for which such customer has been billed.

If the customer's actual monthly kWh usage is at least 15% greater than the revised expected monthly kWh usage, excluding the effects of weather, then the Company will send the customer a warning letter. After two warning letters, the Company has the right to remove the customer from the program, return the customer to the customer's previous standard service tariff and apply a Removal Charge and Administrative Fee.

(Continued on Sheet No. 10.1)

(Cont'd from Sheet No. 10)

Definitions

*Actual kWh Usage:* The actual amount of energy (kWh) consumed by the customer during the month.

*Administrative Fee:* A \$50.00 fee to compensate Company for costs associated with customers leaving the program prior to the end of the EZ Bill 12-month participation period.

*Applicable Taxes:* Taxes applicable to Company's Tariff R.S.

*Energy Charges:* The per-kWh rates forecasted to be applicable to Tariff R.S. during the participation period projected for the EZ Bill 12-month offering period.

*Expected Monthly kWh Usage:* Customer's projected monthly kWh usage adjusted for normal weather and any expected changes in usage.

*Grace Period:* The 45 days after the customer's annual renewal date during which the customer may withdraw from the program without payment of the Removal Charge and Administrative Fee.

*Monthly EZ Bill Charge:* A monthly charge offered to customers applicable over a specific 12-month period with no true-up in customers' bills at the end of twelve (12) consecutive billing months.

*Monthly Service Charge:* Monthly Service Charge as indicated in Tariff R.S.

*Removal Charge:* The charges the customer may be assessed for removal from the program. The charge represents the difference between the amount the customer paid on the EZ Bill Program and the amount the customer would have paid under Tariff R.S.

*Revised Expected Monthly kWh Usage:* Customer's expected monthly kWh usage adjusted for weather and any expected changes in usage.

*Rider Charges:* All rider charges forecasted to be applicable to residential service during the participation period projected for the EZ Bill 12-month offering period.

*Program Fee:* A charge up to 9%, used to mitigate the Company's risk for weather and price fluctuations associated with the EZ Bill program offering.

*Usage Adjustment Factor:* Includes usage adjusted for any expected changes in usage. First year usage adjustment is three and sixth-tenths percent (3.6%), the second year is eight-tenths of a percent (0.8%) and zero percent (0.00%) thereafter.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Service.

The customer shall enter into a Service Agreement with the Company that shall specify the Monthly EZ Bill Charge amount that the customer will be required to pay.

(Continued on Sheet No. 10.2)

(Cont'd from Sheet No. 10.1)

The term of the Service Agreement will be for twelve (12) months. Each year, before the 12-month EZ Bill period is over, the Company will calculate a new Monthly EZ Bill Charge for the following year and notify the customer of the new Monthly EZ Bill Charge amount. The customer will automatically renew at the new Monthly EZ Bill Charge amount for the following year, unless the customer notifies the Company of the customer's desire to be removed before the end of the Grace Period.

Removal from EZ Bill service:

- (a) **Move from Current Residence** – If customer has moved from his or her current residence so that there is a tenant change, before the 12-month Service Agreement period expires, Company will calculate what the customer would have paid under Tariff R.S., including applicable riders and taxes during the EZ Bill Service Agreement period. If the customer has paid less than Tariff R.S. charges, the customer will be charged a Removal Charge for the difference. If the customer has paid more than the Tariff R.S. charges, the customer will not be refunded or credited with the difference. The Administration Fee will be waived for customers who change locations.
- (b) **Disconnection from EZ Bill Service**– If a customer becomes delinquent in EZ Bill payments, Company will follow the standard procedures for Tariff R.S. customers. If customer is involuntarily disconnected for any reason other than safety, customer will be removed from EZ Bill service, and applicable Removal Charges and Administrative Fee may apply.
- (c) **Increased Actual kWh Usage over Revised Expected Monthly kWh Usage** – If, after two warning letters of excess usage, the customer has actual monthly kWh usage that is at least 15% greater than revised expected monthly kWh usage, then the Company has the right to remove the customer from the program and return them to their previous standard service tariff. Applicable Removal Charges and Administrative Fee may apply.
- (d) **Customer Voluntary Removal** – If customer chooses to leave EZ Bill service prior to the end of the 12-month Service Agreement period, customer will be removed from EZ Bill service, and applicable Removal Charges and Administrative Fee may apply. No Administrative Fee will be charged to customers moving to another non-standard tariff offering. After the end of each Service Agreement period, eligible customers will automatically renew for the next EZ Bill Service Agreement period unless the customer indicates the customer's intention to return to Tariff R.S. service. If the Tariff R.S. election is made within the Grace Period, no Removal Charges and Administrative Fee will apply.
- (e) **Grace Period** – If customer mistakenly fails to withdraw from EZ Bill service prior to their automatic renewal, customer will be allowed to withdraw for up to 45 days from their renewal date without payment of the Removal Charge and Administrative Fee.
- (f) **Other Reason** – If customer leaves or is removed from EZ Bill service before the end of the Service Agreement period for any other reason, applicable Removal Charges and Administrative Fee may apply.

Availability of Service.

Available on a voluntary basis to individual residential customers who receive service from the Company. Customers must have an advanced meter installed to be eligible for service under this tariff.

Customers electing to take service under the Critical Peak Pricing Tariff are expected to remain on this schedule for a minimum of one (1) year. If the customer terminates service under this schedule, the customer will not be eligible to receive service under this schedule for a period of one (1) year from termination date. Customers receiving service under Rider NMS or other AMI based demand response or time of use programs or tariffs are not eligible for service under RS-CPP.

Monthly Rate (Tariff Codes 060).

<u>Winter (Off Peak Season)</u> <u>Months:</u> <u>October 1 through April 30</u>	<u>Billing Hours</u>	<u>Rates</u>
<u>Monthly Service Charge (\$)</u>		<u>20.00</u>
<u>Energy Charge (¢ per kWh)</u>	<u>All Except Critical Peak</u>	<u>11.932</u>
<u>Critical Peak Hours (¢ per kWh)</u>	<u>When Notified</u>	<u>50.000</u>

<u>Summer (On Peak Season)</u> <u>Months:</u> <u>May 1 through September 30</u>	<u>Billing Hours</u>	<u>Rates</u>
<u>Monthly Service Charge (\$)</u>		<u>20.00</u>
		<u>Energy Charges (¢ per kWh)</u>
<u>Low Cost Hours</u>	<u>Midnight – 7 AM and 9 PM - Midnight</u>	<u>5.700</u>
<u>Medium Cost Hours</u>	<u>7 AM – 1 PM and 7 PM – 9 PM</u>	<u>7.173</u>
<u>High Cost Hours</u>	<u>1 PM – 7 PM</u>	<u>28.207</u>
<u>Critical Peak Hours</u>	<u>When Notified</u>	<u>50.000</u>

NOTE: Unless a critical peak event is called, all kWh consumed on weekends (all hours of the day on Saturdays and Sundays) are billed at the low cost level.

Critical Peak Events.

Critical peak events shall be called at the sole discretion of the Company. Critical peak events shall not exceed five (5) hours per day and 15 events per calendar year.

(Cont'd on Sheet No. 11.1)

(Cont'd from Sheet No. 11)

Critical Peak Event Notification.

Customers will be notified by the Company by 7 PM the evening prior to a critical peak event. Receipt of the price notification is the customers' responsibility. The Company has the ability to cancel a scheduled event with at least two (2) hours notice prior to the start of an event due to unforeseen changes in conditions.

In the event of an emergency, the Company may invoke a critical peak event at any time during the year, and will use best efforts to provide notice two (2) hours prior to the start of the event. Such emergency events will not count toward the total number of critical peak events, as defined above.

The Company will offer email notification and may also offer text messaging and/or other technologies approved by the Company. Any customer owned technology equipment utilized for notification shall be subject to Company review and approval.

Minimum Charge.

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 44.

Term of Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 15, and/or 18 of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for single-phase service only.

Availability of Service.

Available for general service customers. Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 1,000 kW.

Rate.

Tariff Code	Service Voltage	Greater than 10 kW demand (\$/kW)	First 4,500 kWh (¢/kWh)	Over 4,500 kWh		Monthly Service Charge (\$)
				Up to 300 kwh per kW (¢/kWh)	Over 300 kWh per kW (¢/kWh)	
215, 218, <del>240, 241, 242</del>	Sec.	<del>3.237</del> 6.244	<del>11.678</del> 13.330	<del>8.054</del> 10.851	<del>3.581</del>	<del>25.00</del> 49.00
217, <del>244, 245, 246</del>	Primary	<del>2.039</del> 4.229	<del>11.341</del> 12.412	<del>7.817</del> 10.057	<del>2.990</del>	<del>180.00</del> 135.00
<del>236, 248</del>	Subtran.	<del>0.000</del> 4.220	<del>11.193</del> 11.457	<del>7.719</del> 9.125	<del>2.159</del>	<del>180.00</del> 135.00
239, <del>250</del>	Trans.	<del>0.000</del> 4.205	<del>11.075</del> 11.376	<del>7.638</del> 9.036	<del>2.144</del>	<del>180.00</del> 135.00

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Credit Modifying Rate.

Bills computed under the rate set forth herein will be modified by credits as follows:

Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98. (Cont'd on Sheet No. 12.1)

(Cont'd from Sheet No. 12)

Monthly Billing Demand.

Billing demand in kW shall be taken each month as the single-highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter corrected to the nearest kW. For accounts over 100 kW, monthly billing demand established hereunder shall not be less than 60 percent of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW. If more than 50 percent of the customer's connected load is for electric space heating purposes, the minimum monthly billing demand will be 25 percent of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW for the billing months of June through October. The Metered Voltage adjustment, as set forth above, shall not apply to the customer's minimum monthly billing demand. The Monthly Billing Demand shall be rounded to the nearest kW. The Demand Charge shall be applied to monthly demands in excess of 10 kW.

The Company reserves the right to install a demand meter on any customer receiving service under this tariff although any customer with an average monthly kWh usage of 4,500 kWh or greater a demand meter will be installed by the Company.

Off-Peak Hour Provision.

Demand created during the off-peak hours (as set forth below) shall be disregarded for billing purposes provided that the billing demand shall not be less than 60 percent of the maximum demand created during the billing month nor less than 60 percent of the customer's highest previously established monthly billing demand during the past 11 months, or 100 kW. Availability is limited to the first 50 customers applying for service under this provision.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

Contract.

Either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 1544, and/or 1847 of the Terms and Conditions of Service.

Where new Company facilities are required, the Company reserves the right to require initial contracts for periods of one year or greater for all customers served under this tariff.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.

The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.

(Cont'd on Sheet No. 12.2)

(Cont'd from Sheet No. 12.1)

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

~~This tariff is also available to customers having other sources of energy supply who purchase standby or backup electric service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW which the Company might be required to furnish, but not less than 10 kW. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods.~~

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Load Management Time-of-Day Provision.

Available to customers who use energy-storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Customers shall have the option of receiving service under Tariff G.S. for their general-use load by separately wiring this equipment to a standard meter.

Rate. (Tariff Code 223, ~~251~~)

Service Charge:                      ~~\$25.00~~ ~~19.00~~    per customer per month

Energy Charge:                      ~~15.226~~ ~~14.694~~ ¢    per kWh for all on-peak kWh  
                                                 ~~7.198~~ ~~5.224~~ ¢    per kWh for all off-peak kWh

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

The customer shall be responsible for all local facilities required to take service under this provision.

(Cont'd on Sheet No. 12.3)

(Cont'd from Sheet No. 12.2)

Optional Unmetered Service Provision.

This tariff provision is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to May 1, 2020. When new or upgraded facilities are required to maintain service to an existing customer, the customer shall be removed from the unmetered provision and placed on a standard metered, general service tariff for which the customer qualifies.

Available to customers with 12-month average demands less than 10 kW, and who use the Company's service for commercial purposes consisting of small, fixed electric load such as traffic signals and signboards. This service will be furnished at the option of the Company. Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable for each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load or change in operation, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual energy consumption. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision and shall be entitled to bill the customer on the basis of the increased load for the full period such load was connected or for a period of one year, whichever period is shorter, pursuant to 170 IAC 4-1-14(B).

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at the following rate:

Rate. (Tariff Codes 204 and 214)

	Service Charge:	<u>\$9.45</u> <del>8.00</del> per customer per month
	Energy Charge:	<u>13.330</u> <del>11.678</del> ¢ per kWh

If the company determines, at its sole option, that unmetered service can be provided to a customer without the use of a line transformer or service drop, the above unmetered service provisions shall apply, except that the monthly service charge shall be \$5.25 per customer per month.

This provision is subject to the Terms and Conditions of Tariff G.S.

|

Availability of Service.

~~Available for general service customers. Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 150 kW. Availability is limited to the first 2,000 customers applying for service under this tariff.~~

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to the first cycle in the billing month of June 2022. When new or upgraded facilities are required to maintain service to a Tariff GS-TOD customer, the customer shall be removed from Tariff GS-TOD and be required to take service under an appropriate General Service tariff for which the customer qualifies.

Rate.

<u>Tariff Code</u>	<u>Service Voltage</u>	<u>On-Peak Energy Charge (¢/KWH)</u>	<u>Off-Peak Energy Charge (¢/KWH)</u>	<u>Monthly Service Charge (\$)</u>
229	Secondary	<del>15.226</del> 14.691	<del>7.198</del> 5.224	<del>25.00</del> 19.00
227	Primary	<del>12.068</del> 11.943	<del>7.140</del> 5.181	<del>180.00</del> 141.00

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

(Cont'd on Sheet No. 13.1)

(Cont'd from Sheet No. 13)

Metered Voltage.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh values will be adjusted for billing purposes. If the Company elects to adjust kWh based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, [1514](#), and/or [1817](#) of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available on a voluntary, ~~experimental~~ basis for general service ~~to~~ customers with 12-month average demands less than 10 kW through one multi-register meter capable of measuring electrical energy consumption during variable pricing periods. ~~Availability is restricted to customers served by the South Bend area circuits designated for the Company's former Smart Metering pilot program (SMPP) and the first 200 customers outside of the former SMPP area applying for service under this tariff. General Service customers that do not currently have an AMI meter may request one in order to participate in this tariff~~

Rate. (Tariff Code: 221)

Service Charge:           \$~~25.00~~ ~~19.00~~ per customer per month  
 Energy Charge:           ~~9.929~~ ~~10.214~~ ¢ per kWh for all low-cost hours  
                                   ~~35.510~~ ~~30.299~~ ¢ per kWh for all high-cost hours

Billing Hours.

<u>Months</u>	<u>Low Cost Hours (P1)</u>	<u>High Cost Hours (P2)</u>
Approximate Percent (%) Of Annual Hours	95%	5%
October through April	All Hours	None
May through September	Midnight to 2 PM, 6 PM to Midnight	2 PM to 6 PM

NOTES: All times indicated above are local time.  
 All kWh consumed during weekends are billed at the low cost (P1) level.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

(Cont'd on Sheet No. 14.1)

(Cont'd from Sheet No. 14)

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. [4442](#).

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, [1514](#), and/or [1817](#) of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Existing customers may initially choose to take service under this tariff without satisfying any requirement to remain on their current tariff for at least 12 months.

Customer with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

## Tariff Code (216) G.S. – EZB

### Availability of Service

Available on a voluntary limited basis for customers receiving general electric service, who have occupied their current location for at least the previous twelve (12) months, have had their electricity priced on Tariff G.S. 215 (General Service) or Tariff G.S. - EZB (General Service EZ Bill) for at least the previous twelve (12) months, have twelve (12) months of actual meter readings, have a load profile that can, at the sole discretion of the Company, be modeled with reasonable predictability, have an expected monthly kWh usage over the previous twelve (12) months of 3,000 kWh or less, demand of less than 10 kW, and are a customer in good standing as defined in the I&M Rate Book.

Tariff G.S. - EZB offers will not be made to accounts where the monthly calculated billing amount is less than twenty-five (\$25) dollars.

### Conditions of Service

The Company will offer to eligible customers the opportunity to receive general electric service at an agreed to Monthly EZ Bill Charge for twelve (12) consecutive billing months with no true-up in customers' bills at the end of the twelve (12) consecutive billing months. To participate, customers must enter into a 12-month Service Agreement. The Monthly EZ Bill Charge will be calculated starting with twelve (12) or more months of past Actual kWh Usage data adjusted for weather normalization and any applicable Usage Adjustment Factor, using the following formula:

$$\frac{1}{12} \sum_{1}^{12} [\text{Expected Monthly Usage}(\text{Energy Charges} + \text{Rider Charges})(1 + \text{Program Fee}) + \text{Monthly Service Charge}]$$

Applicable taxes and amounts owed for other services will be added to the Monthly EZ Bill Charge.

### Term of Service Agreement

Service hereunder shall be for a period of twelve (12) months. All eligible EZ Bill offers will be updated annually, with the previous year's usage plus any applicable Usage Adjustment Factor and sent to the customer. Service Agreements will automatically renew unless the customer notifies the Company otherwise before the end of the Grace Period.

A customer who withdraws from the EZ Bill program prior to the end of the 12-month period may be required to pay a Removal Charge and an Administrative Fee. If the amount of electricity such customer actually used results in a billing amount under Tariff G.S. that is greater than the amount for which they have been billed under Tariff G.S. - EZB, such customers must pay that difference. Customer will not receive any refund or credit for amounts paid under Tariff G.S. - EZB if the amount of electricity actually used results in a billing amount under Tariff G.S. that is less than the amount for which such customer has been billed.

If the customer's actual monthly kWh usage is at least 15% greater than the revised expected monthly kWh usage, excluding the effects of weather, then the Company will send the customer a warning letter. After two warning letters, the Company has the right to remove the customer from the program and return them to their previous standard service tariff and apply a Removal Charge and Administrative Fee.

(Continued on Sheet No. 15.1)

(Continued from Sheet No. 15)

Definitions

*Actual kWh Usage:* The actual amount of energy (kWh) consumed by the customer during the month.

*Administration Fee:* A \$50.00 fee to compensate Company for costs associated with customers leaving the program prior to the end of the EZ Bill 12-month participation period.

*Applicable Taxes:* Taxes applicable to Company's Tariff G.S.

*Energy Charges:* The per-kWh rates forecasted to be applicable to Tariff G.S. during the participation period projected for the EZ Bill 12-month offering period.

*Expected Monthly kWh Usage:* Customer's projected monthly kWh usage adjusted for normal weather and any expected changes in usage.

*Grace Period:* The 45 days after the customer's annual renewal date during which the customer may withdraw from the program without payment of the Removal Charge and Administrative Fee.

*Monthly EZ Bill Charge:* A monthly charge offered to customers applicable over a specific 12-month period with no true-up in customers' bills at the end of twelve (12) consecutive billing months.

*Monthly Service Charge:* Monthly Service Charge as indicated in Tariff G.S.

*Removal Charge:* The charges the customer may be assessed for removal from the program. The charge represents the difference between the amount the customer paid on the EZ Bill Program and the amount the customer would have paid under Tariff G.S.

*Revised Expected Monthly kWh Usage:* Customer's expected monthly kWh usage adjusted for observed weather.

*Rider Charges:* All rider charges forecasted to be applicable to Tariff G.S. during the participation period projected for the EZ Bill 12-month offering period.

*Program Fee:* A charge up to 9%, used to mitigate the Company's risk for weather and price fluctuations associated with the EZ Bill program offering.

*Usage Adjustment Factor:* Includes usage adjusted for any expected changes in usage. First year usage adjustment is three and sixth-tenths percent (3.6%), the second year is eight-tenths of a percent (0.8%) and zero percent (0%) thereafter.

Special Terms and Conditions

This tariff is subject to the Company's Terms and Conditions of Service.

The customer shall enter into a Service Agreement with the Company that shall specify the Monthly EZ Bill Charge amount that the customer will be required to pay.

(Continued on Sheet No. 15.2)

(Continued from Sheet No. 15.1)

The term of the Service Agreement will be for twelve (12) months. Each year, before the 12-month EZ Bill period is over, the Company will calculate a new Monthly EZ Bill Charge for the following year and notify the customer of the new Monthly EZ Bill Charge amount. The customer will automatically renew at the new Monthly EZ Bill Charge amount for the following year, unless the customer notifies the Company of the customer's desire to be removed before the end of the Grace Period.

Removal from EZ Bill service:

- (a) **Move from Current Location** – If customer has moved from his or her current location so that there is a tenant change, before the 12-month Service Agreement period expires, Company will calculate what the customer would have paid under Tariff G.S., including applicable riders and taxes during the EZ Bill Service Agreement period. If the customer has paid less than Tariff G.S. charges, the customer will be charged a Removal Charge for the difference. If the customer has paid more than the Tariff G.S. charges, the customer will not be refunded or credited with the difference. The Administration Fee will be waived for customers who change locations.
- (b) **Disconnection from EZ Bill Service** – If a customer becomes delinquent in EZ Bill payments, Company will follow the standard procedures for Tariff G.S. customers. If customer is involuntarily disconnected for any reason other than safety, customer will be removed from EZ Bill service and returned to their previous standard service tariff. Applicable Removal Charges and Administrative Fee may apply.
- (c) **Increased Actual kWh Usage over Revised Expected Monthly kWh Usage** – If, after two warning letters of excess usage, the customer has actual monthly kWh usage that is at least 15% greater than revised expected monthly kWh usage, then the Company has the right to remove the customer from the program and return them to their previous standard service tariff. Applicable Removal Charges and Administrative Fee may apply.
- (d) **Customer Voluntary Removal** – If customer chooses to leave EZ Bill service prior to the end of the 12-month Service Agreement period, customer will be removed from EZ Bill service, and applicable Removal Charges and Administrative Fee may apply. No Administrative Fee will be charged to customers moving to another non-standard tariff offering. After the end of each Service Agreement period, eligible customers will automatically renew for the next EZ Bill Service Agreement period unless the customer informs the Company of the customer's intention to change tariffs. If a valid tariff election is made within the Grace Period, no Removal Charges will apply.
- (e) **Grace Period** – If customer mistakenly fails to withdraw from EZ Bill service prior to their automatic renewal, customer will be allowed to withdraw for up to 45 days from their renewal date without payment of the Removal Charge and Administrative Fee.
- (f) **Other Reason** – If customer leaves or is removed from EZ Bill service before the end of the Service Agreement period for any other reason, applicable Removal Charges and Administrative Fee may apply.

Availability of Service.

Available to customers on Tariff GS, in good standing with the Company, having averaged less than 4,500 kWh use per month in the previous 12 months and use Plug-in Electric Vehicles (PEV). Customers under this tariff may not operate distributed generation resources or participate in the Company's Net Metering Service Rider.

Customers electing service under this tariff may choose from two available options. Option 1 allows for a stand-alone PEV service in addition to their existing Tariff GS service. Option 2 allows for a PEV Submeter placed to separately meter PEV usage within their existing GS service.

**Option 1 – Stand-alone PEV Service:** All PEV usage shall be metered through one, multi-register meter capable of measuring electrical energy consumption during on-peak and off-peak billing periods. All PEV kWh usage will be billed at the following Monthly Rates in addition to the customers qualifying Tariff GS account.

Rate: (Tariff 219)

Monthly Service Charge	\$ <del>25.00</del> <del>19.00</del>
All PEV Off – Peak kWh	<del>7.740</del> <del>7.249</del> ¢ per kWh
All PEV On – Peak kWh	<del>12.853</del> <del>12.834</del> ¢ per kWh

For the purpose of this tariff, the daily on-peak billing period is defined as 6 a.m. to 11 p.m. Off-peak billing period is defined as those hours not designated as on-peak hours

**Option 2 – Submetered PEV Time-of-Day:** A submeter capable of measuring electrical energy consumption during on-peak and off-peak billing periods will be installed to separately measure PEV kWh usage. Total General Service usage will be billed at the customers Tariff GS Monthly Rates. A credit will be applied to the customer's bill for all off-peak PEV kWh usage measured at the submeter and billed under Tariff (220). There is no billing adjustment for PEV on-peak usage. No second meter charge for the PEV Submeter applies when monthly PEV usage is 250 kWh or greater.

Rate. (Tariff 220)

All General Service Usage	Current Tariff GS rate and Service Charge apply
PEV Usage	<del>-5.590</del> <del>4.428</del> ¢ (Credit) per kWh Off-Peak
	\$ <del>1.65</del> <del>2.50</del> second meter charge if monthly PEV use is < 250 kWh

For the purpose of this tariff, the daily on-peak billing period is defined as 6 a.m. to 11 p.m. Off-peak billing period is defined as those hours not designated as on-peak hours.

(Continued on Sheet No. 16.1)

(Continued from Sheet No. 16)

Pilot Incentive Rebates.

Customers participating in this tariff may be eligible to receive a one-time enrollment rebate of \$500 for 240 volt wiring and / or level 2 EV charger with proof of qualifying PEV purchase. Incentives are limited to the first 1,000 customers enrolling in PEV tariffs annually.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge(s). The second meter charge for the PEV submeter Option 2 is waived each month the PEV usage is 250 kWh or greater.

Applicable Riders.

Monthly charges computed for both services under Option 1 shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. ~~4442~~. For Option 2, the applicable riders will be charged on usage metered under the customers Tariff GS account, not for usage measured by the PEV Submeter.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, ~~1514~~, and/or ~~1817~~ of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

Available on a voluntary basis for general service to customers with 12-month average metered demands of less than 10 kW who take service under an applicable tariff from the Company. Customers must have an advanced meter installed to be eligible for service under this tariff.

Customers electing to take service under the Critical Peak Pricing Tariff are expected to remain on this schedule for a minimum of one (1) year. If the customer terminates service under this schedule, the customer will not be eligible to receive service under this schedule for a period of one (1) year from termination date. Customers receiving service under Rider NMS or other AMI based demand response or time of use programs or tariffs are not eligible for service under GS-CPP.

Monthly Rate (Tariff Code 260).

<b><u>Winter (Off Peak Season)</u></b> <b><u>Months:</u></b> <b><u>October 1 through April 30</u></b>	<b><u>Billing Hours</u></b>	<b><u>Rates</u></b>
<u>Monthly Service Charge (\$)</u>		<u>25.00</u>
<u>Energy Charge (¢ per KWH)</u>	<u>All Except Critical Peak</u>	<u>13.286</u>
<u>Critical Peak Hours (¢ per KWH)</u>	<u>When Notified</u>	<u>50.000</u>

<b><u>Summer (On Peak Season)</u></b> <b><u>Months:</u></b> <b><u>May 1 through September 30</u></b>	<b><u>Billing Hours</u></b>	<b><u>Rates</u></b>
<u>Monthly Service Charge</u>		<u>\$ 25.00</u>
		<u>Energy Charges (¢ per KWH)</u>
<u>Low Cost Hours</u>	<u>Midnight – 7 AM and 9 PM - Midnight</u>	<u>4.498</u>
<u>Medium Cost Hours</u>	<u>7 AM – 1 PM and 7 PM – 9 PM</u>	<u>7.198</u>
<u>High Cost Hours</u>	<u>1 PM – 7 PM</u>	<u>19.531</u>
<u>Critical Peak Hours</u>	<u>When Notified</u>	<u>50.000</u>

NOTE: Unless a critical peak event is called, all kWh consumed on weekends (all hours of the day on Saturdays and Sundays) are billed at the low cost level.

Critical Peak Events.

Critical peak events shall be called at the sole discretion of the Company. Critical peak events shall not exceed five (5) hours per day and 15 events per calendar year.

(Cont'd on Sheet No. 17.1)

(Cont'd from Sheet No. 17)

Critical Peak Event Notification.

Customers will be notified by the Company by 7 PM the evening prior to a critical peak event. Receipt of the price notification is the customers' responsibility. The Company has the ability to cancel a scheduled event with at least two (2) hours notice prior to the start of an event due to unforeseen changes in conditions.

In the event of an emergency, the Company may invoke a critical peak event at any time during the year, and will use best efforts to provide notice two (2) hours prior to the start of the event. Such emergency events will not count toward the total number of critical peak events, as defined above.

The Company will offer email notification and may also offer text messaging and/or other technologies approved by the Company. Any customer owned technology equipment utilized for notification shall be subject to Company review and approval.

Minimum Charge.

This tariff is subject to a minimum charge equal to the monthly service charge and all applicable riders.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 44.

Term of Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 15, and/or 18 of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Standard Service.

Customer with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.



Availability of Service.

Available for general service customers. Customers may continue to qualify for service under this tariff until their 12-month average metered demand exceeds 1,000 kW. Availability is limited to the first 500 customers applying for service under this tariff.

Rate.

<u>Tariff Code</u>	<u>Service Voltage</u>	<u>Demand Charge (\$/KW)</u>	<u>On-Peak Energy Charge (¢/KWH)</u>	<u>Off-Peak Energy Charge (¢/KWH)</u>	<u>Monthly Service Charge (\$)</u>
253	Secondary	<del>8.092</del> <u>5.192</u>	<del>10.294</del> <u>10.460</u>	<del>7.198</del> <u>5.224</u>	<del>25.00</del> <u>35.30</u>
255	Primary	<del>5.096</del> <u>3.124</u>	<del>9.188</del> <u>9.889</u>	<del>7.140</del> <u>5.181</u>	<del>180.00</del> <u>141.00</u>

For the purpose of this tariff, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

(Cont'd on Sheet No. 19.1)

(Cont'd from Sheet No. 19)

### Metered Voltage

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

### Monthly Billing Demand.

Billing demand in kW shall be taken each month as the single-highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or, at the Company's option, as the highest registration of a thermal-type demand meter corrected to the nearest kW. For accounts over 100 kW, monthly billing demand established hereunder shall not be less than 60 percent of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW. If more than 50 percent of the customer's connected load is for electric space- heating purposes, the minimum monthly billing demand will be 25 percent of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW for the billing months of June through October. The Metered Voltage adjustment, as set forth above, shall not apply to the customer's minimum monthly billing demand.

### Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, [1544](#), and/or [1817](#) of the Terms and Conditions of Service.

### Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.



Availability of Service.

Available for general service customers. Customer's monthly billing demands under this tariff shall not be less than 600 kWVA. The customer shall contract for a sufficient capacity to meet normal maximum requirements with written contracts being required for capacity levels of 1,500 kW and greater, but in no case shall the capacity contracted for be less than 1,000 kVA.

Rate.

Tariff Code	Service Voltage	Demand Charge (\$/kWVA)	First 410 kWh per kWVA (¢/kWh)	Over 410 kWh per kWVA (¢/kWh)	Monthly Service Charge (\$)
327	Secondary	<del>15.591</del> 14.486	<del>6.906</del> 5.540	<del>1.181</del> 1.160	<del>155.00</del> 145.00
322	Primary	<del>13.012</del> 12.255	<del>6.675</del> 5.263	<del>1.143</del> 1.125	<del>235.00</del> 178.00
323	Subtransmission	<del>9.131</del> 9.122	<del>6.586</del> 5.164	<del>1.128</del> 1.109	<del>235.00</del> 178.00
324	Transmission	<del>9.065</del> 9.016	<del>6.540</del> 5.158	<del>1.113</del> 1.098	<del>235.00</del> 178.00

Reactive Demand Charge

Reactive demand charge for each kVA of leading or lagging reactive demand in excess of 50% of the kW metered demand will be charged at \$1.50 / kVA.

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the sum of the Monthly Service Charge, the product of the Minimum Demand Charge and the monthly billing demand, and all applicable riders.

The Minimum Demand Charge under this tariff shall be as follows:

Tariff Code	Service Voltage	Minimum Demand Charge (\$/kWVA)
327	Secondary	<del>18.292</del> 18.750
322	Primary	<del>15.632</del> 16.410
323	Subtransmission	<del>11.716</del> 13.219
324	Transmission	<del>11.628</del> 13.067

(Cont'd on Sheet No. 21.1)

(Cont'd from Sheet No. 21)

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3, there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Monthly Billing Demand.

The billing demands in kWVA for each plant shall be taken each month as the single-highest 15-minute integrated peak in kWVA, as registered at such plant during the month by a demand meter or indicator, subject to the off-peak hour provision, but the monthly demand so established shall in no event be less than 60 percent of the greater of (a) the customer's contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months or (c) 1,000 kW. The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

Off-Peak Hour Provision.

Demand created during the off-peak hours (as set forth below) shall be disregarded for billing purposes provided that the billing demand shall not be less than 60 percent of the maximum demand created during the billing month nor less than 60 percent of either (a) the contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

(Cont'd on Sheet No. 21.2)

(Cont'd from Sheet No. 21.1)

Adjustments to Rate.

Bills computed under the rates set forth herein will be adjusted as follows:

~~A. Power Factor~~

~~The rates set forth in this tariff are subject to power factor adjustment based upon the maintenance by the customer of an average monthly power factor of 85 percent, leading or lagging, as measured by integrating meters. When the average monthly power factor is above or below 85 percent, leading or lagging, the kWh as metered will, for billing purposes, be multiplied by the constant, rounded to the nearest 0.0001, derived from the following formula:~~

$$\text{Constant} = 0.9510 + \left[ 0.1275 \frac{[\text{RKVAH}]^2}{\text{KWH}} \right]$$

~~B. Metered Voltage~~

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh, ~~and kWVA and kVAR~~ values will be adjusted for billing purposes. If the Company elects to adjust kWh, ~~and kWVA and kVAR~~ based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

(Cont'd on Sheet No. 21.3)

(Cont'd from Sheet No. 21.2)

Terms of Contract.

Contracts under this tariff will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least one year's written notice to the other of the intention to discontinue service under the terms of this tariff. Where new facilities are required, the Company reserves the right to require initial contracts for periods of greater than two years.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.

The Company shall not be required to supply capacity in excess of that contracted for except by mutual agreement.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

~~This tariff is also available to customers having other sources of energy supply who purchase standby or backup service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kVA which the Company might be required to furnish, but not less than 1,000 kVA.~~

~~———— The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.~~

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available to customers having interruptible demands of 1,000 kW~~kVA~~ or greater, who contract for service under one of the Company's interruptible service options. The Company reserves the right to limit the total contract capacity for all customers served under this tariff to 235,000 k~~VA~~.

Conditions of Service.

The Company will offer eligible customers the opportunity to receive service under options which provide for mandatory (capacity) interruptions and discretionary (energy) interruptions pursuant to a contract agreed to by the Company and the customer.

For mandatory (capacity) interruptions, the minimum interruption requirement shall be the minimum required under the PJM Interconnection, LLC (PJM) Emergency Load Response Program for capacity purposes, or any successor thereto. The minimum compensation for mandatory (capacity) interruptions shall be 80% of the applicable PJM Reliability Pricing Model (RPM) clearing price.

Upon receipt of a request from the customer for interruptible service, the Company will provide the customer with a written offer containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the customer by the Company, such written contract will be filed with the Commission for approval. The contract shall provide full disclosure of all rates, terms and conditions of service under this tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Company reserves the right to test and verify the customer's ability to curtail. Any such test or verification may require actual physical interruption or curtailment, to the extent such testing or interruption is required under PJM's Emergency Load Response Program.

Rate.

Charges for service under this schedule will be set forth in the written agreement between the Company and the customer and will reflect a discount from the firm service rates otherwise available to the customer.

(Cont'd on Sheet No. 22.1)

(Cont'd from Sheet No. 22)

Contract Terms.

The length of the agreement and the terms and conditions of service will be stated in the agreement between the Company and the customer.

Confidentiality.

All terms and conditions of any written contract under this schedule shall be protected from disclosure as confidential, proprietary trade secrets pursuant to Indiana Code 5-14-3 if:

- a. either the customer or the Company requests a Commission determination of confidentiality, and
- b. the Commission finds that the party requesting such protection has shown good cause, by affidavit, for protecting the terms and conditions of the contract.

Terms and Conditions.

Except as otherwise provided in the written agreement, the Company's Terms and Conditions of Service shall apply to service under this tariff.

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to April 6, 1981. When new or upgraded facilities are required to maintain service to a Tariff M.S. customer, the customer shall be removed from Tariff M.S. and be required to take service under an appropriate general service tariff for which the customer qualifies.

Availability of Service.

Available to governmental authorities of municipalities, townships, counties, the State of Indiana, and the United States for the supply of electric energy to public buildings or locations which are supported by public tax levies and to primary and secondary schools.

Tariff Codes	Demands Greater than 10 kW (\$)	First 4,500 kWh ( <u>c/kWh</u> )	Over 4,500 kWh ( <u>c/kWh</u> )	Monthly Service Charge (\$)
543 / 544	<del>6.244</del> 3.237	<del>10.678</del> 13.101	<del>7.597</del> 9.713	20.25

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Monthly Demand.

The monthly demand in kW shall be the metered demand taken each month as the single-highest 15-minute integrated peak in kW, as registered during the month by a 15-minute integrating demand meter or indicator. Monthly demand charges will apply to customers with demands greater than 10 kW.

(Cont'd on Sheet No. 23.1)

(Cont'd from Sheet No. 23)

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Terms of Contract.

Contracts under this tariff will be made for not less than one year with self-renewal provisions to extend the term of the contract for successive periods of one year until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any yearly period. The Company will have the right to require contracts for periods of longer than one year.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available for the supply of electric energy to waterworks systems and sewage disposal systems.

Rate.

Tariff Code	Service Voltage	First 300 kWh Per kWVA (¢/kWh)	Over 300 kWh Per kWVA (¢/kWh)	Monthly Svc Charge \$
545	Secondary	<del>8.760</del> 7.523	<del>8.551</del> 7.333	<del>31.00</del> 27.00
546	Primary	<del>7.686</del> 6.674	<del>7.479</del> 6.484	<del>137.00</del> 119.00
542	Subtransmission	<del>6.261</del> 5.652	<del>6.062</del> 5.474	<del>137.00</del> 119.00

Minimum Charge.

The tariff is subject to a minimum monthly charge equal to the sum of the monthly service charge and all applicable riders.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. ~~4442~~.

(Cont'd on Sheet No. 24.1)

(Cont'd from Sheet No. 24)

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Metered Voltage.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kW values will be adjusted for billing purposes. If the Company elects to adjust kWh and kW based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Terms of Contract.

For customers with 12-month average demands greater than 1,000 kW, contracts under this tariff will be made for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year. For customers with demands less than 1,000 kW, a written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 1544, and/or 1847 of the Terms and Conditions of Service.

(Cont'd on Sheet No. 24.2)

(Cont'd from Sheet No. 24.1)

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

~~This tariff is also available to customers having other sources of energy supply who purchase standby or backup service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kW which the Company might be required to furnish. The Company shall not be obligated to supply demands in excess of that contracted for.~~

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Optional Time-of-Day Provision.

Customers have the option to receive service on the following rate:

Rate.

<u>Tariff Code</u>	<u>Service Voltage</u>	<u>On-Peak Energy Charge (¢/kWh)</u>	<u>Off-Peak Energy Charge (¢/kWh)</u>	<u>Monthly Service Charge (\$)</u>
547	Secondary	<del>9.881</del> <del>9.986</del>	<del>7.198</del> <del>5.224</del>	<del>31.00</del> <del>27.00</del>
549	Primary	<del>8.846</del> <del>9.128</del>	<del>6.880</del> <del>5.013</del>	<del>137.00</del> <del>119.00</del>
551	Subtransmission	<del>7.539</del> <del>8.169</del>	<del>6.657</del> <del>4.852</del>	<del>137.00</del> <del>119.00</del>

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

This tariff is withdrawn except for the present installations of customers receiving service hereunder at premises served prior to April 6, 1981. When new or upgraded facilities are required to maintain service to a Tariff E.H.G. customer, the customer shall be removed from Tariff E.H.G. and be required to take service under an appropriate general service tariff for which the customer qualifies.

Availability of Service.

Available for the entire requirements of general service customers who have electric-heating equipment installed and in regular active use as the primary means of space heating on the customer's premises.

Rate. (Tariff Code 208)

	Service Charge:	\$ <del>25.00</del> <del>18.75</del>	per customer per month
	Energy Charge:	<del>11.240</del> <del>7.869</del>	¢ per kWh
	Demand Charge	\$ <del>3.237</del> <del>6.241</del>	per kW

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge and all applicable riders.

Monthly Demand.

The monthly demand in kW shall be the metered demand taken each month as the single-highest 15-minute integrated peak in kW, as registered during the month by a 15-minute integrating demand meter or indicator.

(Cont'd on Sheet No. 25.1)

(Cont'd from Sheet No. 25)

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Terms of Contract.

Annual.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available only to customers where at least 50 percent of the electrical load is located inside of buildings, which are electrically heated.

Energy supplied hereunder will be delivered through not more than one single-phase or polyphase meter.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

Available for outdoor lighting to individual customers, including community associations and real estate developers located in areas not covered by municipal streetlighting systems. This tariff is not available for municipal street lighting.

Customers requesting the installation of a new light shall have the obligation to insure that the requested location for the light will not be objectionable to other property owners in the immediate vicinity. In the event of a dispute that results in the removal or relocation of the installation, the customer will be responsible for the costs of removal or relocation. LED lamp wattages and lumens are approximate and actual values may vary due to the rapidly changing LED market.

Customers requesting a light that requires the installation of a new pole on their property may designate the location of the new pole, provided that the pole location is approved by the Company.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Rate.

For each lamp with luminaire and an upsweep arm not over 6 feet in length, controlled by a photoelectric relay, where service is supplied from an existing pole and secondary facilities of Company:

Standard Luminaire	Tariff Code		Nominal Lamp Wattage	Approx. Lamp Lumens	Type of Lamp	Rate Per Lamp Per Month		
	Floodlight	Post Top				On Wood Pole with Overhead Circuitry		Post-top Lamp on Fiberglass Pole with UG Circuitry*
						Standard Luminaire	Floodlight	
						\$	\$	\$
094	---	121	100	9,500	HPS	9.45	---	<del>25.10</del> 25.15
097	107	---	200	22,000	HPS	12.60	14.15	---
098	109	---	400	50,000	HPS	<del>20.20</del> 20.25	19.70	---
---	110	---	250	17,000	MH	---	15.40	---
---	116	---	400	28,800	MH	---	19.20	---
129	---	---	41	4,800	LED	7.95	---	---
130	---	---	57	5,700	LED	7.35	---	---
---	---	152	85	8,300	LED	---	---	24.40
131	---	---	88	8,500	LED	9.35	---	---
135	---	---	139	14,000	LED	11.45	---	---
138	---	---	219	23,000	LED	15.05	---	---
---	143	---	150	18,800	LED	---	12.85	---
---	146	---	297	37,800	LED	---	18.55	---

\* Monthly rate includes Company providing one lamp, one seventeen-foot fiberglass pole and one span of underground wire lateral not over 50 Feet in length.

(Cont'd from Sheet No. 26)

When other new facilities are to be installed by the Company, the customer will, in addition to the above monthly charge, pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp, except that customer may, for the following facilities only, elect, in lieu of such payment of the installation cost, to pay:

30 Foot Wood Pole . . . . .	\$1.60 per month
35 Foot Wood Pole . . . . .	\$2.35 per month
40 Foot Wood Pole . . . . .	\$3.30 per month
Overhead Wire Span Not Over 150 Feet . . . . .	\$1.25 per month
Underground Wire Lateral Not Over 50 Feet . . . . .	\$6.05 per month

(Price includes pole riser and connections)

When a customer requests service hereunder requiring wire span lengths in excess of 150 feet, special poles for fixture, or special protection for poles (for example, in parking lots), the customer will be required to make a contribution equal to the additional investment required as a consequence of the special facilities. This includes the cost of underground wire circuits in excess of 50 feet, for which the customer will be required to pay \$8.10 per foot of excess footage, plus any and all costs required to repair, replace, or push under sidewalks, pavement, or other obstacles.

Rate: Discontinued Lamps.

The following rates apply to existing luminaires only and are not available for new business:

Tariff Code

090	2,500 Lumen Incandescent – 189 Watt	<del>\$9.80</del> <del>10.40</del> per lamp per month
093	7,000 Lumen Mercury Vapor – 175 Watt	<del>\$10.25</del> <del>10.85</del> per lamp per month
095	20,000 Lumen Mercury Vapor – 400 Watt	<del>\$17.15</del> <del>18.20</del> per lamp per month
100	50,000 Lumen Mercury Vapor – 1,000 Watt	<del>\$30.85</del> <del>32.70</del> per lamp per month
103	3,850 Lumen Mercury Vapor – 100 Watt	<del>\$9.70</del> <del>10.30</del> per lamp per month
114	20,000 Lumen Mercury Vapor Flood – 400 Watt	<del>\$19.55</del> <del>20.75</del> per lamp per month
119	50,000 Lumen Mercury Vapor Flood – 1,000 Watt	<del>\$35.50</del> <del>37.65</del> per lamp per month
106	5,800 Lumen High Pressure Sodium – 70 Watt	<del>\$7.65</del> <del>8.10</del> per lamp per month
108	25,500 Lumen High Pressure Sodium – 250 Watt	<del>\$15.50</del> <del>16.45</del> per lamp per month
115	9,500 Lumen High Pressure Sodium – 100 Watt	<del>\$13.35</del> <del>14.15</del> per lamp per month

(Cont'd on Sheet No. 26.2)

(Cont'd from Sheet No. 26.1)

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3, there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Customer Liability.

New applications under this tariff will not be for less than one contract year for services on existing facilities and not less than five contract years when new facilities must be installed. In the case of customers requesting four or more lamps, the Company reserves the right to require a contract including such other provisions as it may deem necessary to insure payment of bills throughout the term as stated above.

Hours of Lighting.

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise, every night, or approximately 4,000 per annum.

Ownership of Facilities.

All facilities necessary for service including fixtures, controls, poles, transformers, secondary's, lamps, and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company. Burned-out lamps will normally be replaced within 48 hours after notification by customer.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

Available on an experimental basis to at least 20 customers receiving service for five or more lamps under Tariff O.L. (Outdoor Lighting). This service is offered as an option to those who do not require the hours of lighting provided by Tariff O.L. The Company reserves the right to curtail availability at any time after 20 installations have been completed. This tariff is not available for municipal street lighting.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Credit).

For each mercury vapor, metal halide or high pressure sodium lamp placed under the control of a time clock and turned out each night at or near midnight or under the control of a timing adapter operating for approximately seven hours each night, the following schedule of credits shall apply to the monthly charges made under Tariff O.L.

Size of Lamp In Lumens	Type of Lamp	Tariff Code	Time Clock Control \$	Tariff Code	7-Hour Timing Adapter \$
5,800	High Pressure Sodium		0.55		0.45
9,500	High Pressure Sodium		0.70		0.55
22,000	High Pressure Sodium		1.40	112	1.10
50,000	High Pressure Sodium	101	2.75		2.00
7,000	Mercury Vapor		1.20		0.90
20,000	Mercury Vapor	105	2.60		1.90
50,000	Mercury Vapor	117	<del>6.15</del> 6.10	102	4.45
17,000	Metal Halide		1.70		1.15
28,800	Metal Halide	092	2.60	111	1.90

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3, there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

(Cont'd on Sheet No. 27.1)

(Cont'd from Sheet No. 27)

Contracts.

Contracts for this service will take the form of a rider attachment to the agreement for service under Tariff O.L. The minimum term of the T.O.L. service rider shall be one year and shall specify the type and number of lamps to be controlled and the control method. The Company will endeavor to comply with a customer's request to control only certain of the lamps at a given location but is not obligated to do so if, in the Company's determination, this is not practical due to duplicative wiring requirements or other such implements.

Hours of Lighting.

Lamps under control of a time clock will be extinguished each night at approximately midnight EST resulting in a reduction of the annual burning time to approximately 2,000 hours per year. Lamps under control of a timing adapter will burn approximately seven hours per night or approximately 2,555 hours per year.

Discontinued Lamps.

At the Company's option, this tariff rider may be extended to lamps which have been discontinued under Tariff O.L. In such a case, the credit to be applied monthly will be determined by allowing 2.5¢ per kWh of energy saved.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service and the terms and conditions of the Company's Tariff O.L.

Availability of Service.

This tariff is withdrawn except for existing streetlights or traffic control signals serving those municipalities, counties, and other governmental subdivisions having contracted for such service under this tariff, Tariff S.L.N. (Streetlighting-New and Rebuilt Systems), or a special contract prior to the first effective date of Tariff E.C.L.S. (Energy Conservation Lighting Service).

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate. (Tariff Code 533)

Size of Lamp in Lumens	Type of Lamp	Price Per Lamp Per Month		
		On Wood Poles With Overhead Circuitry	On Metallic or Concrete Poles With Overhead Circuitry	Underground Circuitry
1,000	Incandescent	--	--	<del>12.80</del> 12.65
2,500	Incandescent	--	--	<del>17.95</del> 17.75
4,000	Incandescent	--	--	<del>25.55</del> 25.25
7,000	Mercury Vapor	<del>9.00</del> 8.90	<del>13.70</del> 13.55	<del>16.55</del> 16.35
20,000	Mercury Vapor	<del>13.55</del> 13.35	<del>19.15</del> 18.90	<del>22.25</del> 22.00
50,000	Mercury Vapor	--	<del>30.00</del> 29.65	--
16,000	High Pressure Sodium	<del>13.50</del> 13.35	<del>19.95</del> 19.75	<del>25.10</del> 24.85
25,500	High Pressure Sodium	<del>15.50</del> 15.30	<del>22.10</del> 21.85	--

Public Efficient Streetlighting Program

The Public Efficient Streetlighting Program (PES) is a program implemented under the Company's Demand-Side Management / Energy Efficiency Program, designed to encourage energy efficient streetlighting through the conversion of existing Company-owned streetlights to LED streetlights. The PES will be performed under the terms and conditions contained in the PES as approved by the Commission.

(Cont'd on Sheet No. 28.1)

(Cont'd from Sheet No. 28)

PES Monthly Rate. (Tariff Code 534)

Size of Lamp in Lumens	PES Type of Lamp Conversion	Price Per Lamp Per Month		
		On Wood Poles With Overhead Circuitry	On Metallic or Concrete Poles With Overhead Circuitry	Underground Circuitry
1,000	Incandescent > LED	--	--	<del>12.80</del> 12.65
2,500	Incandescent > LED	--	--	<del>17.95</del> 17.75
4,000	Incandescent > LED	--	--	<del>25.55</del> 25.25
7,000	Mercury Vapor > LED	<del>9.00</del> 8.90	<del>13.70</del> 13.55	<del>16.55</del> 16.35
20,000	Mercury Vapor > LED	<del>13.55</del> 13.35	<del>19.15</del> 18.90	<del>22.25</del> 22.00
50,000	Mercury Vapor > LED	--	<del>30.00</del> 29.65	--
16,000	High Pressure Sodium > LED	<del>13.50</del> 13.35	<del>19.95</del> 19.75	<del>25.10</del> 24.85
25,500	High Pressure Sodium > LED	<del>15.50</del> 15.30	<del>22.10</del> 21.85	--

Rate for Traffic Control Signals.

For post type traffic director units, which are supplied energy for their operation but owned and maintained by the customer, having normally one lamp of 69 watts or less capacity burning at the same time except during a change in signal when no more than two lamps are burning simultaneously for a period not to exceed 15 percent of the total time to complete an entire cycle of signal changes, \$ ~~2.90~~ 2.85/Month.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3, there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations required, not to exceed 30 days.

(Cont'd on Sheet No. 28.2)

(Cont'd from Sheet No. 28.1)

Streetlighting Facilities.

All facilities necessary for streetlighting service hereunder, including but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract for service hereunder. The Company will maintain all such facilities; however, the Company will not be responsible for replacing or rebuilding obsolete, discontinued, decorative, or other facilities which in the opinion of the Company are too expensive or unusual to replace or rebuild. In such instances the customer may at its own expense replace or rebuild the facilities or may contract for new service under any applicable tariff.

Hours of Lighting.

Streetlighting lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum. Traffic director units may operate 24 hours per day, every day, approximately 8,760 hours per annum.

Lamp Outages.

For all outages which shall be reported daily in writing to the Company by a proper representative of the customer, the customer may deduct from the total monthly amount 1/30 of the amount which would have been paid for any lamp had no outage occurred for each day of outage beyond two working days.

Terms of Contract.

Contracts under this tariff shall be made for a term of one year with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of the initial term or any yearly period. The Company will have the right to require contracts for periods longer than one year.

Availability of Service.

Available for streetlighting service to municipalities, counties, and other governmental subdivisions. Also available to nongovernment entities that have written permission from the relevant municipalities, counties, and other governmental subdivision. The rates are applicable to new streetlights installed after April 6, 1981, and to 50,000 lumen high pressure sodium streetlights installed before that date. Only the lamps set forth below are available for such new service. Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, minimum number, and location of lamps to be served.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

Monthly Rate (Tariff Code 530)					Rate Per Lamp Per Month		
Nominal Lamp Wattage	Approx. Lamp Lumens	Type of Lamp	New Lamp on Existing Pole (No-Pole Rate) \$	On Wood Pole with Overhead Circuitry \$	Metallic or Concrete Pole installed prior to April 6, 1981		Post-top lamp with Fiberglass Pole and UG Circuitry* \$
					Overhead Circuitry \$	UG Circuitry \$	
70	5,800	HPS	--	<del>7.40</del> 7.35	<del>16.75</del> 16.60	<del>17.10</del> 16.95	--
100	9,500	HPS	--	<del>8.10</del> 8.00	<del>17.40</del> 17.25	<del>18.30</del> 18.15	<del>15.00</del> 14.85
200	22,000	HPS	--	<del>12.05</del> 12.00	<del>18.95</del> 18.80	<del>20.60</del> 20.45	--
400	50,000	HPS	--	<del>15.85</del> 15.70	<del>21.75</del> 21.55	<del>23.45</del> 23.20	--
41	4,800	LED	7.00	12.05	--	--	--
45	5,000	LED	--	--	--	--	15.90
65	7,000	LED	--	--	--	--	16.45
85	8,300	LED	--	--	--	--	21.25
88	8,500	LED	8.00	13.05	--	--	--
139	14,000	LED	<del>9.66</del> 9.65	<del>14.71</del> 14.70	--	--	--
219	23,000	LED	<del>12.46</del> 12.45	<del>17.51</del> 17.50	--	--	--

\*Monthly rate includes Company providing one lamp, one seventeen-foot fiberglass pole and one span of underground wire lateral not over 50 feet in length.

(Cont'd on Sheet No. 29.1)

(Cont'd From Sheet No. 29)

The following rates apply to existing luminaires and are not available for new business.

175	7,000	MV	<u>8.75</u> <del>8.65</del>
400	20,000	MV	<u>13.95</u> <del>13.80</del>

Public Efficient Streetlighting Program

The Public Efficient Streetlighting Program (PES) is a program implemented under the Company's Demand-Side Management / Energy Efficiency Program, designed to encourage energy efficient streetlighting through the conversion of existing Company-owned streetlights to LED streetlights. The PES will be performed under the terms and conditions contained in the PES as approved by the Commission. LED lamp wattages and lumens are approximate and actual values may vary due to the rapidly changing LED market.

PES Monthly Rate. (Tariff Code 532)

Approx. Lamp Lumens	PES Type of Lamp Conversion	Rate Per Lamp Per Month			
		On Wood Pole With Overhead Circuitry	On Metallic or Concrete Pole Installed Prior to April 6, 1981		Post-top Lamp on Fiberglass Pole With Underground Circuitry
		\$	Overhead Circuitry	Under-Ground Circuitry	\$
5,800	HPS > LED	<u>7.40</u> <del>7.35</del>	<u>16.75</u> <del>16.60</del>	<u>17.10</u> <del>16.95</del>	--
9,500	HPS > LED	<u>8.10</u> <del>8.00</del>	<u>17.40</u> <del>17.25</del>	<u>18.30</u> <del>18.15</del>	<u>15.00</u> <del>14.85</del>
22,000	HPS > LED	<u>12.05</u> <del>12.00</del>	<u>18.95</u> <del>18.80</del>	<u>20.60</u> <del>20.45</del>	--
50,000	HPS > LED	<u>15.85</u> <del>15.70</del>	<u>21.75</u> <del>21.55</del>	<u>23.45</u> <del>23.20</del>	--
7,000	MV > LED	<u>8.75</u> <del>8.65</del>	--	--	--
20,000	MV > LED	<u>13.95</u> <del>13.80</del>	--	--	--

The customer will be required to make a contribution-in-aid of construction calculated in accordance with the formula set forth below if the customer requests the installation of any facility other than a standard company luminaire and an upsweep arm not over 10 feet in length installed on a pole described in the above rate.

(Cont'd on Sheet No. 29.2)

(Cont'd from Sheet No. 29.1)

The contribution-in-aid-of-construction will equal the difference between estimated cost of the streetlighting system requested by the customer and the estimated cost of a streetlighting system using a lamp controlled by a photoelectric relay, a standard company luminaire, and an upsweep arm not over 10 feet in length installed on a wood pole with overhead circuitry of a span length not to exceed 150 feet. A customer paying a contribution-in-aid of construction will pay the above monthly rate for wood poles with overhead circuitry.

When direct buried underground facilities are requested by the customer, the estimated installed cost of the underground circuit will be ~~\$8.208-10~~ per foot plus any and all cost required to repair, replace, or push under sidewalks, pavements, or other obstacles.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Streetlighting Facilities.

All facilities necessary for streetlighting service hereunder, including but not limited to, all poles, fixtures, streetlighting circuits, transformers, lamps, and other necessary facilities, shall be the property of the Company and may be removed if the Company so desires at the termination of any contract for service hereunder. The Company will maintain all such facilities; however, the Company will not be responsible for replacing or rebuilding obsolete, discontinued, decorative, or other facilities which in the opinion of the Company are too expensive or unusual to replace or rebuild. In such instances the customer may at its own expense replace or rebuild the facilities or may contract for new service under any applicable tariff.

(Cont'd on Sheet No. 29.3)

(Cont'd from Sheet No. 29.2)

Hours of Lighting.

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum.

Lamp Outages.

For all outages which are reported daily in writing to the Company by a proper representative of the customer, the customer may deduct from the total amount which would have been paid had no outage occurred 1/30 of such amount per day of outage beyond two working days after such notice

Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the Customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the Customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the Customer of the estimated cost of doing the work.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs. Charges under this tariff will end when the lamp and/or facilities are removed.

The customer shall pay the ongoing cost of any existing facilities associated with the relocated or removed lamps which must remain in place for the sole purpose of supplying power to other lamps of the Customer. The ongoing cost shall be the cost as specified in Tariff O.L. for other new equipment. For any equipment not specified in Tariff O.L. the charge shall be based upon the Company's actual cost.

The Company will relocate or remove lamps as rapidly as labor conditions permit.

Terms of Contract.

Contracts under this tariff will ordinarily be made for an initial term of one year with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The Company will have the right to require contracts for periods of longer than one year.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

Available to municipalities, counties, and other governmental subdivisions for streetlighting service supplied through streetlighting systems which are owned by the municipality, county, or other governmental subdivision.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing mercury vapor lamp installations in accordance with this Tariff.

This tariff is also available to community associations which have been incorporated under Indiana law as not-for-profit corporations. Such community association shall own the complete streetlighting system and have legal means available to it in its by-laws to pay for the service from funds which are secured by a continuing lien upon the properties of the members.

Service rendered hereunder is predicated upon the execution by the customer of an agreement specifying the type, number, and location of lamps to be served.

The availability of this service may be withheld from extension to otherwise qualifying customers' systems if in the opinion of the Company the location or design of such lighting system will create safety hazards or extraordinary difficulties in the performances of maintenance. New installations on Company owned poles is prohibited without prior Company approval.

Rate. (Tariff Code 531)

<u>Size of Lamp In Lumens</u>	<u>Type of Lamp</u>	<u>Price Per Lamp Per Month \$</u>
5,800	High Pressure Sodium	<del>2.10</del> 2.05
9,500	High Pressure Sodium	<del>2.50</del> 2.45
14,400	High Pressure Sodium	<del>3.50</del> 3.40
22,000	High Pressure Sodium	<del>4.45</del> 4.30
25,500	High Pressure Sodium	<del>5.95</del> 5.75
50,000	High Pressure Sodium	<del>8.40</del> 8.15

<u>Size of Lamp In Watts</u>	<u>Type of Lamp</u>	<u>Price Per Lamp Per Month \$</u>
Up to 50W	LED	\$0.60
51W to 100W	LED	\$1.30
101W to 150W	LED	<del>\$2.10</del> 2.05
151W to 250W	LED	<del>\$3.30</del> 3.20

(Cont'd on Sheet No. 30.1)

(Cont'd from Sheet No. 30)

The following rates apply to existing luminaires and are not available for new business.

<u>Size of Lamp In Lumens</u>	<u>Type of Lamp</u>	<u>Price Per Lamp Per Month</u>
7,000	Mercury Vapor	<u>4.30</u> <del>4-15</del>
11,000	Mercury Vapor	<u>5.80</u> <del>5-65</del>
20,000	Mercury Vapor	<u>8.80</u> <del>8-55</del>

Service To Be Rendered.

The Company will furnish electrical energy for the operation of lamps. Effective January 1, 2019 customer will be responsible for renewals of lamps, cleaning and replacement of glassware and all other maintenance, repair, or replacement of the customer-owned system.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3, there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Hours of Lighting.

Lamps shall burn from approximately one-half hour after sunset until approximately one-half hour before sunrise, every night and all night, approximately 4,000 hours per annum.

Term of Contract.

Annual.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

Available to municipalities, counties, and other governmental subdivisions for lighting on streets and highways (including illuminated signs) and in parks and other such public areas. Likewise, this tariff is available for lighting systems serving outdoor recreational facilities such as baseball fields and football stadiums.

This tariff is also available for such purposes to community associations which have been incorporated under Indiana law as not-for-profit corporations. Such community association shall have legal means available to it in its by-laws to pay for the service from funds which are secured by a continuing lien upon the properties of the members.

Rate. (Tariff Code 733-735)

Service Charge:

733-Single phase 120/240 volts	\$6.65 per month
734-Single phase 240/480 volts	<del>\$13.80</del> <del>13.75</del> per month
735-Three phase	<del>\$20.40</del> <del>20.35</del> per month

Energy Charge: ~~4.017~~ ~~3.85~~¢ per kWh

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Hours of Service.

This service is available only during the hours each day between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system.

(Cont'd on Sheet No. 31.1)

(Cont'd from Sheet No. 31)

Term of Contract

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 1514, and/or 1847 of the Terms and Conditions of Service. Either party shall give the other 60 days' written notice of the intention to discontinue service. A separate invoice will be rendered each billing period for each meter location.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

Available to the City of Fort Wayne, Indiana, for energy supplied through the streetlighting system that is owned and maintained by the Municipality.

Rate. (Tariff Code 525)

3.397 ~~3.23~~¢ per kWh.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Payment.

Bills will be rendered monthly and will be due and payable on the 15th day of each month succeeding that in which the service is rendered.

Ledger.

A written ledger shall be maintained by the Company specifying the type, number, and location of lamps on the customer's streetlighting system. The customer shall be responsible for advising the Company of any changes affecting the type, number, and location of lamps in service that occur during the billing period.

The customer and Company will reconcile the total street lighting ledger annually and correct any known billing discrepancies. The annual reconciliation is to occur during the first billing period of each calendar year. Additionally, the customer and Company will mutually conduct annual field audits covering at least 5% of the total street lighting served under this tariff. Each year the area audited will change until the entire service area is reviewed. Discrepancies that are discovered during this audit will be corrected effective to the known date of error but in no case will this correction exceed one year.

(Cont'd on Sheet No. 32.1)

(Cont'd from Sheet No. 32)

Determination of Energy.

The kWhs used for each month for each lamp shall be determined from the following table. kWhs used by lamps rated at values differing from those included in the following table shall be determined and added to the list as appropriate.

TOTAL MONTHLY ENERGY CONSUMPTION IN KILOWATT HOURS PER SINGLE LAMP  
 STREETLIGHTS (S), OUTDOOR LIGHTS (O)  
ALL NIGHT LAMPS (ADJUSTED FOR PHOTOCCELL OPERATION TO TOTAL 4,000 HOUR OPERATION PER YEAR)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	CANDLE POWER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>INCANDESCENT</b>														
1,000 Lumens (S)	92	100	39	32	32	28	25	22	24	27	29	35	36	39
2,500 Lumens (S,O)	189	250	79	67	67	57	51	45	48	55	60	71	75	81
<b>SODIUM VAPOR</b>														
3,600 L 4,000 L, 50W (S)	66		28	23	23	20	18	16	17	19	21	25	26	28
5,000 L 6,000 L, 70W (S,O)	86		36	30	30	26	23	21	22	25	28	32	34	37
8,550 L 9,500 L, 100W (S,O)	121		51	43	43	36	32	29	31	35	39	45	48	52
14,400 L 16,000 L 150W (S,O)	176		74	62	62	53	47	42	45	51	57	66	70	75
24,750 L 27,500 L, 250W (S,O)	309		130	109	109	93	83	74	79	90	99	116	122	132
45,000 L 50,000 L, 400W (S,O)	500		210	176	176	150	134	120	128	146	160	188	198	214
99,000 L 110,000 L, 750W (S) <sup>2</sup>	827		315	264	264	225	201	180	192	219	240	282	297	321
<b>METAL HALIDE</b>														
8,750 L 10,500 L, 100W (O)	156		67	55	55	47	41	37	39	45	51	59	63	67
10,800 L 14,000 L, 175W (O)	216		91	76	76	65	58	52	55	63	69	81	86	92
17,000 L 20,500 L, 250W (O)	301		127	106	106	90	81	72	77	88	96	113	119	129
28,800 L 36,000 L, 400W (O)	474		199	167	167	142	127	114	121	138	152	178	188	203
<b>LED</b>														
(S,O)	1		1	1	1	1	1	1	1	1	1	1	1	1
(S,O)	2		1	1	1	1	1	1	1	1	1	1	1	1
(S,O)	3		1	1	1	1	1	1	1	1	1	1	1	1
(S,O)	4		2	1	1	1	1	1	1	1	1	2	2	2
(S,O)	5		2	2	2	2	1	1	1	1	2	2	2	2
(S,O)	6		3	2	2	2	2	1	2	2	2	2	2	3
(S,O)	7		3	2	2	2	2	2	2	2	2	3	3	3
(S,O)	8		3	3	3	2	2	2	2	2	3	3	3	3
(S,O)	9		4	3	3	3	2	2	2	3	3	3	4	4
(S,O)	10		4	4	4	3	3	2	3	3	3	4	4	4
(S,O)	11		5	4	4	3	3	3	3	3	4	4	4	5
(S,O)	12		5	4	4	4	3	3	3	3	4	5	5	5
(S,O)	13		6	5	5	4	3	3	3	4	4	5	5	6
(S,O)	14		6	5	5	4	4	3	4	4	5	5	6	6
(S,O)	15		6	5	5	5	4	4	4	4	5	6	6	6

(Cont'd on Sheet No. 32.2)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(S,O) 16	7	6	6	5	4	4	4	4	5	5	6	6	7
(S,O) 17	7	6	6	5	4	4	4	4	5	6	6	7	7
(S,O) 18	8	6	6	5	5	4	5	5	6	7	7	8	8
(S,O) 19	8	7	7	6	5	5	5	5	6	7	8	8	8
(S,O) 20	9	7	7	6	5	5	5	6	7	8	8	9	9
(S,O) 21	9	7	7	6	5	5	5	6	7	8	8	9	9
(S,O) 22	9	8	8	7	6	5	6	6	7	8	9	9	9
(S,O) 23	10	8	8	7	6	5	6	7	7	9	9	10	10
(S,O) 24	10	8	8	7	6	6	6	7	8	9	10	10	10
(S,O) 25	11	9	9	8	7	6	6	7	8	9	10	11	11
(S,O) 26	11	9	9	8	7	6	7	7	8	10	10	11	11
(S,O) 27	12	9	9	8	7	6	7	8	9	10	11	12	12
(S,O) 28	12	10	10	8	7	7	7	8	9	11	11	12	12
(S,O) 29	12	10	10	9	8	7	7	8	9	11	12	12	12
(S,O) 30	13	11	11	9	8	7	8	9	10	11	12	13	13
(S,O) 31	13	11	11	9	8	7	8	9	10	12	12	13	13
(S,O) 32	14	11	11	10	8	8	8	9	10	12	13	14	14
(S,O) 33	14	12	12	10	9	8	8	10	11	12	13	14	14
(S,O) 34	14	12	12	10	9	8	9	10	11	13	14	14	14
(S,O) 35	15	12	12	11	9	8	9	10	11	13	14	15	15
(S,O) 36	15	13	13	11	9	9	9	10	12	14	14	15	15
(S,O) 37	16	13	13	11	10	9	9	11	12	14	15	16	16
(S,O) 38	16	13	13	11	10	9	10	11	12	14	15	16	16
(S,O) 39	17	14	14	12	10	9	10	11	13	15	16	17	17
(S,O) 40	17	14	14	12	11	10	10	12	13	15	16	17	17
(S,O) 41	17	14	14	12	11	10	10	12	13	15	16	17	17
(S,O) 42	18	15	15	13	11	10	11	12	14	16	17	18	18
(S,O) 43	18	15	15	13	11	10	11	12	14	16	17	18	18
(S,O) 44	19	15	15	13	12	10	11	13	14	17	18	19	19
(S,O) 45	19	16	16	14	12	11	11	13	15	17	18	19	19
(S,O) 46	20	16	16	14	12	11	12	13	15	17	18	20	20
(S,O) 47	20	17	17	14	12	11	12	14	15	18	19	20	20
(S,O) 48	20	17	17	14	13	11	12	14	16	18	19	20	20
(S,O) 49	21	17	17	15	13	12	12	14	16	18	20	21	21
(S,O) 50	21	18	18	15	13	12	13	14	16	19	20	21	21
(S,O) 51	22	18	18	15	13	12	13	15	17	19	20	22	22
(S,O) 52	22	18	18	16	14	12	13	15	17	20	21	22	22
(S,O) 53	23	19	19	16	14	13	13	15	17	20	21	23	23
(S,O) 54	23	19	19	16	14	13	14	16	18	20	22	23	23
(S,O) 55	23	19	19	17	14	13	14	16	18	21	22	23	23
(S,O) 56	24	20	20	17	15	13	14	16	18	21	22	24	24
(S,O) 57	24	20	20	17	15	14	14	16	19	21	23	24	24
(S,O) 58	25	20	20	17	15	14	15	17	19	22	23	25	25
(S,O) 59	25	21	21	18	16	14	15	17	19	22	24	25	25
(S,O) 60	26	21	21	18	16	14	15	17	20	23	24	26	26
(S,O) 61	26	21	21	18	16	15	15	18	20	23	24	26	26
(S,O) 62	26	22	22	19	16	15	16	18	20	23	25	26	26
(S,O) 63	27	22	22	19	17	15	16	18	21	24	25	27	27
(S,O) 64	27	22	22	19	17	15	16	18	21	24	26	27	27
(S,O) 65	28	23	23	20	17	15	16	19	21	24	26	28	28

(Cont'd on Sheet No. 32.3)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(S,O)	66	28	23	23	20	17	16	17	19	22	25	26	28
(S,O)	67	29	24	24	20	18	16	17	19	22	25	27	29
(S,O)	68	29	24	24	20	18	16	17	20	22	26	27	29
(S,O)	69	29	24	24	21	18	16	17	20	22	26	28	29
(S,O)	70	30	25	25	21	18	17	18	20	23	26	28	30
(S,O)	71	30	25	25	21	19	17	18	20	23	27	28	30
(S,O)	72	31	25	25	22	19	17	18	21	23	27	29	31
(S,O)	73	31	26	26	22	19	17	18	21	24	27	29	31
(S,O)	74	32	26	26	22	19	18	19	21	24	28	30	32
(S,O)	75	32	26	26	23	20	18	19	22	24	28	30	32
(S,O)	76	32	27	27	23	20	18	19	22	25	29	30	32
(S,O)	77	33	27	27	23	20	18	19	22	25	29	31	33
(S,O)	78	33	27	27	23	21	19	20	22	25	29	31	33
(S,O)	79	34	28	28	24	21	19	20	23	26	30	32	34
(S,O)	80	34	28	28	24	21	19	20	23	26	30	32	34
(S,O)	81	35	28	28	24	21	19	20	23	26	30	33	35
(S,O)	82	35	29	29	25	22	20	21	24	27	31	33	35
(S,O)	83	35	29	29	25	22	20	21	24	27	31	33	35
(S,O)	84	36	29	29	25	22	20	21	24	27	32	34	36
(S,O)	85	36	30	30	26	22	20	21	25	28	32	34	36
(S,O)	86	37	30	30	26	23	20	22	25	28	32	35	37
(S,O)	87	37	31	31	26	23	21	22	25	28	33	35	37
(S,O)	88	38	31	31	26	23	21	22	25	29	33	35	38
(S,O)	89	38	31	31	27	23	21	22	26	29	33	36	38
(S,O)	90	38	32	32	27	24	21	23	26	29	34	36	38
(S,O)	91	39	32	32	27	24	22	23	26	30	34	37	39
(S,O)	92	39	32	32	28	24	22	23	27	30	35	37	39
(S,O)	93	40	33	33	28	24	22	23	27	30	35	37	40
(S,O)	94	40	33	33	28	25	22	24	27	31	35	38	40
(S,O)	95	41	33	33	29	25	23	24	27	31	36	38	41
(S,O)	96	41	34	34	29	25	23	24	28	31	36	39	41
(S,O)	97	41	34	34	29	26	23	24	28	32	36	39	41
(S,O)	98	42	34	34	29	26	23	25	28	32	37	39	42
(S,O)	99	42	35	35	30	26	24	25	29	32	37	40	42
(S,O)	100	43	35	35	30	26	24	25	29	33	38	40	43
(S,O)	101	43	35	35	30	27	24	25	29	33	38	41	43
(S,O)	102	43	36	36	31	27	24	26	29	33	38	41	43
(S,O)	103	44	36	36	31	27	25	26	30	34	39	41	44
(S,O)	104	44	37	37	31	27	25	26	30	34	39	42	44
(S,O)	105	45	37	37	32	28	25	26	30	34	39	42	45
(S,O)	106	45	37	37	32	28	25	27	31	35	40	43	45
(S,O)	107	46	38	38	32	28	25	27	31	35	40	43	46
(S,O)	108	46	38	38	33	28	26	27	31	35	41	43	46
(S,O)	109	46	38	38	33	29	26	27	31	36	41	44	46
(S,O)	110	47	39	39	33	29	26	28	32	36	41	44	47
(S,O)	111	47	39	39	33	29	26	28	32	36	42	45	47
(S,O)	112	48	39	39	34	29	27	28	32	37	42	45	48
(S,O)	113	48	40	40	34	30	27	28	33	37	43	45	48
(S,O)	114	49	40	40	34	30	27	29	33	37	43	46	49
(S,O)	115	49	40	40	35	30	27	29	33	37	43	46	49

(Cont'd on Sheet No. 32.4)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(S,O)	116	49	41	41	35	31	28	29	33	38	44	47	49
(S,O)	117	50	41	41	35	31	28	29	34	38	44	47	50
(S,O)	118	50	41	41	36	31	28	30	34	38	44	47	50
(S,O)	119	51	42	42	36	31	28	30	34	39	45	48	51
(S,O)	120	51	42	42	36	32	29	30	35	39	45	48	51
(S,O)	121	52	42	42	36	32	29	30	35	39	46	49	52
(S,O)	122	52	43	43	37	32	29	31	35	40	46	49	52
(S,O)	123	52	43	43	37	32	29	31	35	40	46	49	52
(S,O)	124	53	44	44	37	33	30	31	36	40	47	50	53
(S,O)	125	53	44	44	38	33	30	31	36	41	47	50	53
(S,O)	126	54	44	44	38	33	30	32	36	41	47	51	54
(S,O)	127	54	45	45	38	33	30	32	37	41	48	51	54
(S,O)	128	55	45	45	39	34	30	32	37	42	48	51	55
(S,O)	129	55	45	45	39	34	31	32	37	42	49	52	55
(S,O)	130	55	46	46	39	34	31	33	37	42	49	52	55
(S,O)	131	56	46	46	39	34	31	33	38	43	49	53	56
(S,O)	132	56	46	46	40	35	31	33	38	43	50	53	56
(S,O)	133	57	47	47	40	35	32	33	38	43	50	53	57
(S,O)	134	57	47	47	40	35	32	34	39	44	50	54	57
(S,O)	135	58	47	47	41	36	32	34	39	44	51	54	58
(S,O)	136	58	48	48	41	36	32	34	39	44	51	55	58
(S,O)	137	58	48	48	41	36	33	34	40	45	52	55	58
(S,O)	138	59	48	48	42	36	33	35	40	45	52	55	59
(S,O)	139	59	49	49	42	37	33	35	40	45	52	56	59
(S,O)	140	60	49	49	42	37	33	35	40	46	53	56	60
(S,O)	141	60	50	50	42	37	34	35	41	46	53	57	60
(S,O)	142	61	50	50	43	37	34	36	41	46	53	57	61
(S,O)	143	61	50	50	43	38	34	36	41	47	54	57	61
(S,O)	144	61	51	51	43	38	34	36	42	47	54	58	61
(S,O)	145	62	51	51	44	38	35	36	42	47	55	58	62
(S,O)	146	62	51	51	44	38	35	37	42	48	55	59	62
(S,O)	147	63	52	52	44	39	35	37	42	48	55	59	63
(S,O)	148	63	52	52	45	39	35	37	43	48	56	59	63
(S,O)	149	64	52	52	45	39	35	37	43	49	56	60	64
(S,O)	150	64	53	53	45	39	36	38	43	49	56	60	64
(S,O)	151	64	53	53	45	40	36	38	44	49	57	61	64
(S,O)	152	65	53	53	46	40	36	38	44	50	57	61	65
(S,O)	153	65	54	54	46	40	36	38	44	50	58	61	65
(S,O)	154	66	54	54	46	41	37	39	44	50	58	62	66
(S,O)	155	66	54	54	47	41	37	39	45	51	58	62	66
(S,O)	156	67	55	55	47	41	37	39	45	51	59	63	67
(S,O)	157	67	55	55	47	41	37	39	45	51	59	63	67
(S,O)	158	67	55	55	48	42	38	40	46	52	59	63	67
(S,O)	159	68	56	56	48	42	38	40	46	52	60	64	68
(S,O)	160	68	56	56	48	42	38	40	46	52	60	64	68
(S,O)	161	69	57	57	48	42	38	40	46	52	61	65	69
(S,O)	162	69	57	57	49	43	38	41	47	53	61	65	69
(S,O)	163	69	57	57	49	43	39	41	47	53	61	65	69
(S,O)	164	70	58	58	49	43	39	41	47	53	62	66	70
(S,O)	165	70	58	58	50	43	39	41	48	54	62	66	70

(Cont'd on Sheet No. 32.5)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(S,O)	166	71	58	58	50	44	40	42	48	54	62	67	71
(S,O)	167	71	59	59	50	44	40	42	48	54	63	67	71
(S,O)	168	72	59	59	51	44	40	42	48	55	63	67	72
(S,O)	169	72	59	59	51	45	40	42	49	55	64	68	72
(S,O)	170	72	60	60	51	45	41	43	49	55	64	68	72
(S,O)	171	73	60	60	51	45	41	43	49	56	64	69	73
(S,O)	172	73	60	60	52	45	41	43	50	56	65	69	73
(S,O)	173	74	61	61	52	46	41	43	50	56	65	69	74
(S,O)	174	74	61	61	52	46	41	44	50	57	65	70	74
(S,O)	175	75	61	61	53	46	42	44	50	57	66	70	75
(S,O)	176	75	62	62	53	46	42	44	51	57	66	71	75
(S,O)	177	75	62	62	53	47	42	44	51	58	67	71	75
(S,O)	178	76	62	62	54	47	42	45	51	58	67	71	76
(S,O)	179	76	63	63	54	47	43	45	52	58	67	72	76
(S,O)	180	77	63	63	54	47	43	45	52	59	68	72	77
(S,O)	181	77	64	64	54	48	43	45	52	59	68	73	77
(S,O)	182	78	64	64	55	48	43	46	52	59	68	73	78
(S,O)	183	78	64	64	55	48	44	46	53	60	69	73	78
(S,O)	184	78	65	65	55	48	44	46	53	60	69	74	78
(S,O)	185	79	65	65	56	49	44	46	53	60	70	74	79
(S,O)	186	79	65	65	56	49	44	47	54	61	70	75	79
(S,O)	187	80	66	66	56	49	45	47	54	61	70	75	80
(S,O)	188	80	66	66	57	50	45	47	54	61	71	75	80
(S,O)	189	81	66	66	57	50	45	47	55	62	71	76	81
(S,O)	190	81	67	67	57	50	45	48	55	62	71	76	81
(S,O)	191	81	67	67	57	50	46	48	55	62	72	77	81
(S,O)	192	82	67	67	58	51	46	48	55	63	72	77	82
(S,O)	193	82	68	68	58	51	46	48	56	63	73	77	82
(S,O)	194	83	68	68	58	51	46	49	56	63	73	78	83
(S,O)	195	83	68	68	59	51	46	49	56	64	73	78	83
(S,O)	196	84	69	69	59	52	47	49	57	64	74	79	84
(S,O)	197	84	69	69	59	52	47	49	57	64	74	79	84
(S,O)	198	84	70	70	60	52	47	50	57	65	74	79	84
(S,O)	199	85	70	70	60	52	47	50	57	65	75	80	85
(S,O)	200	85	70	70	60	53	48	50	58	65	75	80	85
(S,O)	201	86	71	71	60	53	48	50	58	66	76	81	86
(S,O)	202	86	71	71	61	53	48	51	58	66	76	81	86
(S,O)	203	87	71	71	61	53	48	51	59	66	76	81	87
(S,O)	204	87	72	72	61	54	49	51	59	67	77	82	87
(S,O)	205	87	72	72	62	54	49	51	59	67	77	82	87
(S,O)	206	88	72	72	62	54	49	52	59	67	77	83	88
(S,O)	207	88	73	73	62	55	49	52	60	67	78	83	88
(S,O)	208	89	73	73	63	55	50	52	60	68	78	83	89
(S,O)	209	89	73	73	63	55	50	52	60	68	79	84	89
(S,O)	210	90	74	74	63	55	50	53	61	68	79	84	90
(S,O)	211	90	74	74	63	56	50	53	61	69	79	85	90
(S,O)	212	90	74	74	64	56	51	53	61	69	80	85	90
(S,O)	213	91	75	75	64	56	51	53	61	69	80	85	91
(S,O)	214	91	75	75	64	56	51	54	62	70	81	86	91
(S,O)	215	92	75	75	65	57	51	54	62	70	81	86	92

(Cont'd on Sheet No. 32.6)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(S,O)	216	92	76	76	65	57	51	54	62	70	81	87	92
(S,O)	217	93	76	76	65	57	52	54	63	71	82	87	93
(S,O)	218	93	77	77	66	57	52	55	63	71	82	87	93
(S,O)	219	93	77	77	66	58	52	55	63	71	82	88	93
(S,O)	220	94	77	77	66	58	52	55	63	72	83	88	94
(S,O)	221	94	78	78	67	58	53	55	64	72	83	89	94
(S,O)	222	95	78	78	67	58	53	56	64	72	84	89	95
(S,O)	223	95	78	78	67	59	53	56	64	73	84	89	95
(S,O)	224	95	79	79	67	59	53	56	65	73	84	90	95
(S,O)	225	96	79	79	68	59	54	56	65	73	85	90	96
(S,O)	226	96	79	79	68	60	54	57	65	74	85	91	96
(S,O)	227	97	80	80	68	60	54	57	65	74	85	91	97
(S,O)	228	97	80	80	69	60	54	57	66	74	86	91	97
(S,O)	229	98	80	80	69	60	55	57	66	75	86	92	98
(S,O)	230	98	81	81	69	61	55	58	66	75	87	92	98
(S,O)	231	98	81	81	70	61	55	58	67	75	87	93	98
(S,O)	232	99	81	81	70	61	55	58	67	76	87	93	99
(S,O)	233	99	82	82	70	61	56	58	67	76	88	93	99
(S,O)	234	100	82	82	70	62	56	59	67	76	88	94	100
(S,O)	235	100	83	83	71	62	56	59	68	77	88	94	100
(S,O)	236	101	83	83	71	62	56	59	68	77	89	95	101
(S,O)	237	101	83	83	71	62	56	59	68	77	89	95	101
(S,O)	238	101	84	84	72	63	57	60	69	78	90	95	101
(S,O)	239	102	84	84	72	63	57	60	69	78	90	96	102
(S,O)	240	102	84	84	72	63	57	60	69	78	90	96	102
(S,O)	241	103	85	85	73	63	57	60	70	79	91	97	103
(S,O)	242	103	85	85	73	64	58	61	70	79	91	97	103
(S,O)	243	104	85	85	73	64	58	61	70	79	91	98	104
(S,O)	244	104	86	86	73	64	58	61	70	80	92	98	104
(S,O)	245	104	86	86	74	65	58	61	71	80	92	98	104
(S,O)	246	105	86	86	74	65	59	62	71	80	93	99	105
(S,O)	247	105	87	87	74	65	59	62	71	81	93	99	105
(S,O)	248	106	87	87	75	65	59	62	72	81	93	100	106
(S,O)	249	106	87	87	75	66	59	62	72	81	94	100	106
(S,O)	250	107	88	88	75	66	60	63	72	82	94	100	107
(S,O)	251	107	88	88	76	66	60	63	72	82	94	101	107
(S,O)	252	107	88	88	76	66	60	63	73	82	95	101	107
(S,O)	253	108	89	89	76	67	60	63	73	82	95	102	108
(S,O)	254	108	89	89	76	67	61	64	73	83	96	102	108
(S,O)	255	109	90	90	77	67	61	64	74	83	96	102	109
(S,O)	256	109	90	90	77	67	61	64	74	83	96	103	109
(S,O)	257	110	90	90	77	68	61	64	74	84	97	103	110
(S,O)	258	110	91	91	78	68	61	65	74	84	97	104	110
(S,O)	259	110	91	91	78	68	62	65	75	84	97	104	110
(S,O)	260	111	91	91	78	68	62	65	75	85	98	104	111
(S,O)	261	111	92	92	79	69	62	65	75	85	98	105	111
(S,O)	262	112	92	92	79	69	62	66	76	85	99	105	112
(S,O)	263	112	92	92	79	69	63	66	76	86	99	106	112
(S,O)	264	113	93	93	79	70	63	66	76	86	99	106	113
(S,O)	265	113	93	93	80	70	63	66	76	86	100	106	113

(Cont'd on Sheet No. 32.7)

TYPE OF LAMP AND APPROXIMATE LUMENS <sup>1</sup>	TOTAL WATTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(S,O) 266	266	113	93	93	80	70	63	67	77	87	100	107	113
(S,O) 267	267	114	94	94	80	70	64	67	77	87	100	107	114
(S,O) 268	268	114	94	94	81	71	64	67	77	87	101	108	114
(S,O) 269	269	115	94	94	81	71	64	67	78	88	101	108	115
(S,O) 270	270	115	95	95	81	71	64	68	78	88	102	108	115
(S,O) 271	271	116	95	95	82	71	65	68	78	88	102	109	116
(S,O) 272	272	116	95	95	82	72	65	68	78	89	102	109	116
(S,O) 273	273	116	96	96	82	72	65	68	79	89	103	110	116
(S,O) 274	274	117	96	96	82	72	65	69	79	89	103	110	117
(S,O) 275	275	117	97	97	83	72	66	69	79	90	103	110	117
(S,O) 276	276	118	97	97	83	73	66	69	80	90	104	111	118
(S,O) 277	277	118	97	97	83	73	66	69	80	90	104	111	118
(S,O) 278	278	119	98	98	84	73	66	70	80	91	105	112	119
(S,O) 279	279	119	98	98	84	73	66	70	80	91	105	112	119
(S,O) 280	280	119	98	98	84	74	67	70	81	91	105	112	119
(S,O) 281	281	120	99	99	85	74	67	70	81	92	106	113	120
(S,O) 282	282	120	99	99	85	74	67	71	81	92	106	113	120
(S,O) 283	283	121	99	99	85	75	67	71	82	92	106	114	121
(S,O) 284	284	121	100	100	85	75	68	71	82	93	107	114	121
(S,O) 285	285	122	100	100	86	75	68	71	82	93	107	114	122
(S,O) 286	286	122	100	100	86	75	68	72	82	93	108	115	122
(S,O) 287	287	122	101	101	86	76	68	72	83	94	108	115	122
(S,O) 288	288	123	101	101	87	76	69	72	83	96	108	116	123
(S,O) 289	289	123	101	101	87	76	69	72	83	94	109	116	123
(S,O) 290	290	124	102	102	87	76	69	73	84	95	109	116	124
(S,O) 291	291	124	102	102	88	77	69	73	84	95	109	117	124
(S,O) 292	292	124	103	103	88	77	70	73	84	95	110	117	124
(S,O) 293	293	125	103	103	88	77	70	73	85	96	110	118	125
(S,O) 294	294	125	103	103	88	77	70	74	85	96	111	118	125
(S,O) 295	295	126	104	104	89	78	70	74	85	96	111	118	126
(S,O) 296	296	126	104	104	89	78	71	74	85	97	111	119	126
(S,O) 297	297	127	104	104	89	78	71	74	86	97	112	119	127
(S,O) 298	298	127	105	105	90	78	71	75	86	97	112	120	127
(S,O) 299	299	127	105	105	90	79	71	75	86	97	112	120	127
(S,O) 300	300	128	105	105	90	79	71	75	87	98	113	120	128

NOTE: For half-night (time clock) lamps multiply consumption by 0.5 or for a 7-hour timer multiply by 0.63875.

<sup>1</sup>Lumen Output for Mercury Vapor, Sodium Vapor, and Metal Halide listed in this table as mean lumens in first column and initial lumens in the second column. Lumen rating varies with lamp manufacturer.

<sup>2</sup>City of Fort Wayne, IN only.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Availability of Service.

Available to customers engaged in agricultural pursuits and desiring secondary voltage service for the irrigation of crops. The customer shall provide the necessary facilities to separately meter the irrigation load. Other general-use load shall be served under the applicable tariff.

Rate. (Tariff Code 213)

Energy Charge: ~~19.516¢~~ 19.20 per kWh

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge.

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission-approved rider(s) listed on Sheet No. 4442.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Contract.

Contracts under this tariff may, at the Company's option, be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than one year.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

Due to the nature of this service, monthly meter readings may not be taken during periods of no consumption or inaccessibility to the meter location due to irrigation operations. In any event, the Company shall obtain a minimum of two meter readings per calendar year.

Customers with cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP or by special agreement with the Company.

Availability of Service.

This schedule is available to customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utilities Regulatory Policies Act of 1978 and have a total design capacity of 100 kW or less. Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers and without presenting safety hazards to the Company and customer personnel.

The customer has the following options under this schedule, which will affect the determination of energy and capacity and the monthly metering charges:

(1) Option 1

The customer does not sell any energy or capacity to the Company and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

(2) Option 2

The customer sells to the Company the energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.

(3) Option 3

The customer sells to the Company the total energy and average on-peak capacity produced by the customer's qualifying COGEN/SPP facilities while simultaneously purchasing from the Company its total load requirements, as determined by appropriate meters located at one delivery point.

Billing under this schedule shall consist of charges for delivery of electrical energy and capacity from the Company to the customer to supply the customer's net or total load according to the rate schedule appropriate for the customer except as modified herein, plus charges to cover additional costs due to COGEN/SPP facilities as specified herein, less credits for excess or total electrical energy and capacity produced by the customer's qualifying COGEN/SPP facilities as specified herein.

(Cont'd on Sheet No. 34.1)

(Cont'd from Sheet No. 34)

Monthly Charges for Delivery from the Company to the Customer.

(1) Supplemental Service

Available to the customer to supplement its COGEN/SPP source of power supply which will enable either or both sources of supply to be utilized for all or any part of the customer's total requirements.

Charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the rate schedule appropriate for the customer. Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 kW shall be served under demand-metered rate schedules.

(2) Back-up and Maintenance Service

Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 kW shall be required to purchase backup service to replace energy from COGEN/SPP facilities during maintenance and unscheduled outages of its COGEN/SPP facilities. Contracts for such service shall be executed on a special contract form for a minimum term of one year.

Option 3 customers purchasing their total energy requirements from the Company will not be considered as taking backup service. Customers having cogeneration and/or small power production facilities that operate intermittently during all months (i.e. wind or solar) such that the customer's monthly billing demands under the demand-metered rate schedule will be based upon the customer's maximum monthly demand which will occur at a time when the cogeneration and/or small power production facility is not in operation will also not be considered as taking backup service.

The backup capacity in kilowatts shall be initially established by mutual agreement for electrical capacity sufficient to meet the maximum backup requirements which the Company is expected to supply. Whenever the backup capacity so established is exceeded by the creation of a greater actual maximum demand, excluding firm load regularly supplied by the Company, then such greater demand becomes the new backup capacity.

A monthly service charge of \$ 0.432 per kilowatt of backup capacity shall be paid by customers served under demand-metered rate schedules. Whenever backup and maintenance capacity is used and the customer notifies the Company in writing prior to the meter reading date, the backup contract capacity shall be subtracted from the total metered demand during the period specified by the customer for billing demand purposes. After 1,900 hours of use during the contract year, the total metered demand shall be used as the billing demand each month until a new contract year is established. In lieu of the above monthly charge, customers may instead elect to have the monthly billing demand under the demand-metered rate schedules determined each month as the highest of the monthly billing demand for the current and previous two billing periods.

(Cont'd on Sheet No. 34.2)

(Cont'd from Sheet No. 34.1)

Additional Charges.

There shall be additional charges to cover the cost of special metering, safety equipment, and other local facilities installed by the Company due to COGEN/SPP facilities, as follows:

(1) Metering Charges

The additional charge for special metering facilities shall be as follows:

(a) Option 1

Where the customer does not sell electricity to the Company, a detent shall be used on the energy meter to prevent reverse rotation. The cost of such meter alteration shall be paid by the customer as part of the Local Facilities Charge.

(b) Options 2 & 3

Where energy meters are required to measure the excess energy and average on-peak capacity purchased by the Company or the total energy and average on-peak capacity produced by the customer's COGEN/SPP facilities, the cost of the additional metering facilities shall be paid by the customer as part of the Local Facilities Charge. In addition, a monthly metering charge shall be as follows to cover the cost of operation and maintenance of such additional facilities:

	<u>Single Phase</u>	<u>Polyphase</u>
Standard Measurement	\$ 1.05	\$ 1.05
TOD Measurement	\$ 1.05	\$ 1.30

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at his option, either route the COGEN/SPP totalized output leads through the metering point or make available at the metering point for the use of the Company and as specified by the Company metering current leads which will enable the Company to measure adequately the total electrical energy and average on-peak capacity produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity

(Cont'd on Sheet No. 34.3)

(Cont'd from Sheet No. 34.2)

requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each case.

(2) Local Facilities Charge.

Additional charges to cover the cost of special metering facilities, safety equipment, and other local facilities installed by the Company shall be determined by the Company for each case and collected from the customer. The customer shall make a one-time payment for such charges upon completion of the required additional facilities or, at the customer's option, 12 consecutive equal monthly payments reflecting an annual interest charge equal to the maximum rate permitted by law not to exceed the prime rate in effect at the first billing for such installments.

Monthly Credits or Payments for Energy and Capacity Deliveries.

(1) Energy Credit

The following credits or payments from the Company to the customer shall apply for the electrical energy delivered to the Company:

Standard Meter	
All kWh	2.83¢
TOD Meter	
On-peak kWh	3.45¢
Off-peak kWh	2.39¢

(2) Capacity Credit

If the customer contracts to deliver a specified average capacity during the on-peak monthly billing period (on-peak contract capacity), then the first-year monthly capacity credit or payment from the Company to the customer shall be \$ 5.29/kW times the lowest of:

- (a) monthly on-peak contract capacity, or
- (b) current month on-peak metered average capacity, i.e., on-peak kWh delivered to the Company divided by 305, or

(Cont'd on Sheet No. 34.4)

(Cont'd from Sheet No. 34.3)

- (c) lowest on-peak average capacity metered during the previous two months.

Determination of the monthly capacity credits or payments for subsequent years of the contract term shall be made using the formula contained in 170 IAC 4-4.1.

The above energy and capacity credit rates are subject to annual revision as required by the Commission.

On-Peak and Off-Peak Hours.

The on-peak period shall be defined as starting 7 a.m. and ending at 9 p.m., local time, Monday through Friday.

The off-peak period shall be defined as starting at 9 p.m. and ending at 7 a.m., local time, Monday through Friday, and all hours of Saturday and Sunday.

Charges for Cancellation or Non-Performance of Contract.

In the event the contract is terminated or the contract capacity is reduced prior to the end of the contract term, the qualifying COGEN/SPP facility shall refund to the Company the capacity payments in excess of those capacity payments which would have been made had all or the reduced capacity been subject to a capacity rate based on the actual term of delivery to the Company.

Except in the event of force majeure as defined in the contract, if within any 12-month period during the term of the contract ending on the anniversary date of the date of the qualifying COGEN/SPP facility first provided capacity to the Company under the contract the qualifying COGEN/SPP facility fails to provide the Company with the capacity specified in the contract, the capacity for which the qualifying COGEN/SPP facility shall be entitled to capacity payments during the subsequent 12-month period ("the probationary period") shall be reduced to the capacity provided during the prior 12-month period. If during the probationary period the qualifying COGEN/SPP facility provides the capacity specified in the contract, the Company, within 30 days following the end of the probationary period, shall reinstate the full capacity amount originally specified in the contract. If during the probationary period the qualifying COGEN/SPP facility again fails to provide the capacity specified in the contract, the Company may permanently reduce the capacity purchased from the qualifying COGEN/SPP facility for the remainder of the term of the contract. The Company may also require that the reduction in the capacity be subject to the refund provisions of the above paragraph.

Terms of Contract.

Contracts under this tariff will be made for a period not less than one year nor more than five years.

#### Availability of Service.

Standard Alternate Feed Service (AFS) is a premium service providing a redundant distribution service provided through a redundant distribution line and distribution station transformer, with automatic or manual switch-over and recovery, which provides increased reliability for distribution service. Rider AFS applies to those customers requesting new or upgraded AFS after March 23, 2009 or existing AFS customers that desire to maintain redundant service when the Company must make expenditures in order to continue providing such service or July 1, 2023, whichever occurs first.

Rider AFS is available to customers who request a primary voltage alternate feed and who normally take service under Tariffs G.S., ~~L.G.S.~~, L.G.S.-TOD, I.P., M.S. or W.S.S. for their basic service requirements, provided that the Company has adequate capacity in existing distribution facilities, as determined by the Company, or if changes can be made to make capacity available. AFS provided under this rider may not be available at all times, including emergency situations.

#### System Impact Study Charge.

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

#### Equipment and Installation Charge.

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

The customer is responsible for all costs associated with providing and maintaining phone service for use with metering to notify the Company of a transfer of service to the AFS or return to basic service.

(Cont'd on Sheet No. 35.1)

(Cont'd from Sheet No. 35)

Transfer Switch Provisions.

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

Existing AFS customers, who receive basic service at primary voltage and are served via a Company-owned transfer switch and control module, may elect for the Company to continue ownership of the transfer switch. When the Company-owned transfer switch and/or control module requires replacement, and the customer desires to continue the AFS, the customer shall pay the Company the total cost to replace such equipment which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes. In addition, the customer shall pay a monthly rate of ~~\$16.30~~ ~~15.70~~ for the Company to annually test the transfer switch / control module and the customer shall reimburse the Company for the actual costs involved in maintaining the Company-owned transfer switch and control module.

In the event a customer receives basic service at secondary voltage and requests AFS, the Company will provide the AFS at primary voltage. The Company will install, own, maintain, test, inspect and operate the transfer switch and control module. The customer shall pay the Company a nonrefundable amount for all costs associated with the transfer switch installation. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes. In addition, the customer is required to pay the monthly rate for testing and ongoing maintenance costs defined above. When the Company-owned transfer switch and/or control module requires replacement, and the customer desires to continue the AFS, customer shall pay the Company the total cost to replace such equipment which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes.

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

The customer shall make a request to the Company for approval three days in advance for any planned switching.

(Cont'd on Sheet No. 35.2)

(Cont'd from Sheet No. 35.1)

Monthly AFS Capacity Reservation Demand Charge.

Monthly AFS charges will be in addition to all monthly basic service charges paid by the customer under the applicable tariff.

The Monthly AFS Capacity Reservation Demand Charge for the reservation of distribution station and primary lines is \$5.096 ~~3.123~~ per kW/~~kVA~~.

AFS Capacity Reservation.

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

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

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

(Cont'd on Sheet No. 35.3)

(Cont'd from Sheet No. 35.2)

Determination of Billing Demand.

Full-Load Requirement:

For customers requesting AFS equal to their load requirement for basic service, the AFS billing demand shall be taken each month as the single-highest 15-minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, or (b) the customer's highest previously established monthly billing demand on the AFS during the past 11 months, or (c) the customer's basic service capacity reservation, or (d) the customer's highest previously established monthly billing demand on the basic service during the past 11 months

Partial-Load Requirement:

For customers requesting partial-load AFS capacity reservation that is less than the customer's full requirements for basic service, the AFS billing demand shall be taken each month as the single-highest 15-minute integrated peak on the AFS as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, or (b) the customer's highest previously established monthly metered demand on the partial-load AFS during the past 11 months.

Delayed Payment Charge.

All bills under this rider shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3. Any governmental agency whose basic service is provided under Tariffs M.S. or W.S.S. shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Terms of Contract.

The AFS agreement under this rider will be made for a period of not less than one year and shall remain in effect thereafter until either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this rider.

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

(Cont'd on Sheet No. 35.4)

(Cont'd from Sheet No. 35.3)

Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service.

Upon receipt of a request from the customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), the Company will provide the customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS. An AFS agreement will be filed with the Commission under the 30-day filing procedures. The AFS agreement shall provide full disclosure of all rates, terms and conditions of service under this rider, and any and all agreements related thereto.

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

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

### Availability of Service.

Available for demand response service (DRS) to customers in good standing, as determined by the Company, taking firm service from the Company under Tariffs G.S., G.S.-TOD, ~~L.G.S.~~, L.G.S.-TOD, I.P., M.S., W.S.S., or E.H.G. who have the ability to curtail load under the provisions under this Rider. Each customer electing service under this Rider shall contract for a definite amount of DRS capacity, not to exceed the customer's normal demand capable of being curtailed.

The Company reserves the right to limit the aggregate amount of DRS capacity contracted for under this Rider and Tariff C.S.-IRP2 to 235 MWVA. The Company will take DRS requests in the order received. The customer's DRS capacity under this Rider will be enrolled in the PJM Interconnection, L.L.C. RTO (PJM) Emergency Demand Response Program through the Company. The Company further reserves the right to limit registrations should PJM restrict the Company from registering customers in any PJM product type. The customer's DRS capacity is not eligible for enrollment in any PJM demand response program either directly or through a Curtailment Service Provider (CSP). Customer's participating in this Rider may elect to use the services of a CSP provided that such arrangements do not violate the terms and conditions of this Rider.

A CSP is an entity such as a PJM-qualified CSP that the customer has designated to facilitate all or some of the customer notifications and transactions under this Rider.

The customer must provide written notice to the Company of any such designation. Such written notice shall specify the authority that the customer has granted to the CSP, including any authority to access customer data. The customer is ultimately responsible for compliance with the terms and conditions of this Rider, including any charges under this Rider, in which the customer has voluntarily elected to participate.

The term "customer" as used herein shall mean the customer or an aggregation of customers that have agreed for purposes of participation in the Rider to participate as an aggregation in the same manner as a single customer would under this Rider. The term "participant" as used herein shall mean the customer or customer-designated CSP as defined above.

### Conditions of Service.

- (1) The provisions of this Rider qualify under the PJM Emergency Demand Response Program as of the effective date. The Company reserves the right to make changes to this Rider in order to continue to qualify under the PJM Emergency Demand Response Program, or otherwise, as appropriate.
- (2) The Company reserves the right to call for (request) customers to curtail their DRS load when a Pre-Emergency and/or Emergency Mandatory Load Management Reduction Action has been issued by PJM.
- (3) The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's DRS load shall be curtailed within 15 minutes if so requested.
- (4) All curtailments will apply for the delivery year (DY) which is defined by PJM as June 1 through May 31 of the following year. Contracts will apply for multiple delivery years.

(Cont'd on Sheet No. 36.1)

(Cont'd from Sheet No. 36)

- (5) In no event shall the customer be subject to PJM initiated load curtailment (PJM event) under the provisions of this Rider for more than the amount designated under the DRS Product Type Option selected by customer during delivery year. The customer must agree to be subject to DRS curtailments pursuant to the DRS Product Type Option selected by customer from the DRS Product Type Option table herein.
- (6) The Company will inform the participant regarding the communication process for notices to curtail. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company. The customer is not responsible in the event the Company fails to properly issue a curtailment notification.
- (7) All customer metering demand data required under this Rider shall be determined from 15-minute integrated metering with remote interrogation capability and demand recording equipment owned, installed, operated and maintained by the Company. When required, the Company will install such metering equipment for individual accounts contracting for 50 kW or more at no cost to the customer and for accounts contracting for less than 50 kW, a fee of \$750.00 paid in advance shall be required.
- (8) During each delivery year the Company will conduct a test and verify the customer's ability to curtail as required by PJM. However, if a curtailment event is called by PJM prior to the test, then the event shall be considered the test for the delivery year. The Company reserves the right to re-test all customers if the Company does not achieve the minimum 75% compliance testing standards for all of the Company's DRS customers as required by PJM. Additionally, the Company reserves the right to retest individual customers, and/or aggregated groups, that fail to comply during a test. These tests must be conducted for one hour on a weekday between 12 noon and 8 p.m., Eastern Time, from June 1 through September 30 during the delivery year.
- (9) If the customer fails to comply with the provisions of curtailment under this Rider, including the test provisions as indicated above, the Company and the customer will discuss methods to comply during future events. If the problem cannot be resolved to the Company's satisfaction, the Company reserves the right to adjust the customer's committed kW amount or discontinue service to the customer under this Rider. Such adjustments or terminations will be charged as outlined under the Annual Non-Compliance Charge provision.
- (10) The minimum DRS capacity contracted for under this Rider will be 100 kW. Customers with multiple electric service accounts may aggregate those individual accounts to meet the 100 kW minimum DRS capacity requirement under this Rider; however, the DRS capacity committed for each individual account shall not be less than 25 kW and no more than one site may be 100 kW or greater. Aggregation with multiple individual electric service accounts, not under common ownership, must designate a PJM qualified CSP who shall be responsible to facilitate all of the customer notifications and transactions under this Rider. A CSP that creates an aggregation may provide to the Company both a Registered kW and Committed kW amount of such aggregation. The Registered kW represents

(Cont'd on Sheet No. 36.2)

(Cont'd from Sheet No. 36.1)

the amount of Curtailed Demand CSP desires the Company to register with PJM. The Committed kW shall be the amount of Curtailed Demand that is the basis upon which participants are paid under this Rider. Registered kW shall be equal to or greater than Committed kW. Committed kW shall not exceed the Registered kW.

- (11) In addition to curtailments under Item 2 above, the Company reserves the right to call for (request) customers to curtail their DRS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan. During such event, the customer must make best efforts to voluntarily curtail DRS load.
- (12) **NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY OR THE AEP SYSTEM FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CAUSED BY OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, ANY CURTAILMENT OF SERVICE UNDER THE PROVISIONS OF THIS RIDER.**

(Cont'd on Sheet No. 36.3)

(Cont'd from Sheet No. 36.2)

DRS Product Type Options and Curtailment Demand Payment.

The Curtailment Demand Payment shall be calculated in \$ per kW-month as the greater of (a) the four-year average RPM Clearing price for the applicable locational delivery area and product type, calculated using the preceding delivery year, the delivery year and the subsequent two (2) delivery years and (b) 35% of the applicable PJM Reliability Pricing Model (RPM) Net Cost of New Entry (Net CONE) for the delivery year.

Capacity Performance Demand Resource - DRS Product

Product Type	Curtailment Availability	Maximum Number of Curtailments	Hours of Day to Respond	Maximum Duration of Curtailments	2021 / 2022 DY Curtailment Demand Payment \$ / kW per Month
Capacity Performance Demand Resource (Effective 2021 / 2022 DY)	Any Day during DY (unless on an approved maint. outage during Oct-April)	Unlimited	June – Oct and following May of DY (10 am-10 pm) Nov-April (6am – 9 pm)	12 Hours 15 Hours	\$3.66

The Capacity Performance Demand Resource above is the only DRS1 product option beginning June 1, 2020.

(Cont'd on Sheet No. 36.4)

(Cont'd from Sheet No. 36.3)

Behind the Meter Generation.

Participating customers who operate Behind the Meter Generation (BTMG) for demand response purposes under this Rider shall adhere to PJM rules governing the use of BTMG, and operate and be in compliance with all local, state and federal laws including environmental permits. Adherence and compliance with PJM rules and all local, state and federal laws with regard to BTMG is the sole responsibility of the customer.

Exception to 15-Minute Notification to Curtail DRS Load.

Customers will be required to fully respond to curtailment requests within 15-minutes of notification from the Company unless an exception request has been approved by PJM. The qualifying exceptions as defined by PJM are listed directly below. The intent of these qualifying exceptions is to accommodate DRS customers with legitimate, physical reasons that prevent curtailing load within a 15-minute notification time period.

PJM Qualifying Exception Definitions:

- 1) Damage (feedstock/equipment/product) - unavoidable significant damage to feedstock, equipment or product.
- 2) Generator Ramp time - Transfer of load to back-up generation requires taking more than 15-minutes.
- 3) Safety Issue - On-site safety concerns prevent location from implementing reduction plan in less than 15-minutes.

Customers desiring to be considered for one of the above qualifying exceptions shall complete an Exception Request Form, provided by the Company upon request. Company will submit any completed form to PJM for consideration and approval. Company will notify customer of PJM's approval/denial decision and if approved what the approved notification time period will be for the next delivery year. PJM may require customers to apply for an exemption prior to each delivery year.

Customer Baseline Load Calculation.

A Customer Baseline Load (CBL) will be calculated for each hour corresponding to each curtailment event hour. Normally, the CBL will be calculated for each hour as the average corresponding hourly demands from the highest four (4) out of the five (5) most recent similar non-event days in the period preceding the relevant curtailment event. The highest load days are defined as the similar days (Weekday, Saturday, Sunday/Holiday as defined by PJM) with the highest energy consumption spanning the curtailment event hours. In cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the participant may develop an alternative CBL calculation that more accurately reflects the customer's normal consumption pattern.

(Cont'd on Sheet No. 36.5)

(Cont'd from Sheet No. 36.4)

Curtailed Demand.

The customer's Curtailed Demand shall be determined based upon the method of measurement chosen by the customer. The customer may choose one of two methods to measure the curtailed demand: 1) Guaranteed Load Drop (GLD), or 2) Firm Service Level (FSL). The method chosen shall remain in effect for the entire contract period.

(1) Guaranteed Load Drop Method.

- (a) Each customer must designate a Guaranteed Load Drop (GLD), which amount shall be the minimum demand reduction that the customer will provide for each hour during a curtailment event or during a curtailment test. The customer's GLD can not be greater than the customer's Peak Load Contribution (PLC), as defined below. GLD shall be adjusted to include losses.
- (b) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider or does not reduce load by the full GLD, a non-compliance charge shall apply. For this purpose, Actual Load Drop (ALD) is defined as the difference between the customer's CBL and their actual hourly load. If the ALD is less than the GLD, the Event Non-Compliance Demand shall be equal to the average difference between the GLD and the ALD occurring during the hours of the curtailment event. Otherwise, the Event Non-Compliance Demand shall be zero (0).

(2) Seasonal Firm Service Level (FSL) Method.

- (a) The annual Load Management (DR) nomination is the lessor of the Winter / Summer nominated capacity. Firm Service Level Peak Load Contribution (PLC) – The customer's PLC's will be calculated each year. Summer PLC as the average of its load during PJM's five (5) highest peak loads during the twelve month period ended October 31 of the previous year. Winter PLC will be calculated as PJM's five (5) highest peak loads during December – February and actual calculations are performed by PJM. In the cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the customer may develop an alternative PLC calculation that more accurately reflects the customer's normal consumption pattern. PLC shall include losses.
- (b) Available Curtailable Demand (ACD) - The customer must designate an ACD, defined as the difference between the PLC and the seasonal Firm Service Level (FSL). The FSL is the demand to which the customer agrees to reduce load to or below for each hour during a curtailment event and designated as Winter or Summer. FSL shall be adjusted to include losses.
- (c) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Non-Compliance Charge shall apply. If a customer is operating at or below their designated FSL during an event, it will be understood that they have no DRS capacity available with which to comply and will not be charged a non-compliance penalty. If the metered demand

(Cont'd on Sheet No. 36.6)

(Cont'd from Sheet No. 36.5)

during the curtailment event is above the FSL, the Event Non-Compliance Demand shall be equal to the average difference between the customer's metered demand and the FSL during all full 15-minute intervals of the curtailment event. Otherwise, the Event Non-Compliance Demand shall be zero (0).

For the Capacity Performance Demand Resource product, if the metered demand during the curtailment event is above the FSL, the Event Non-Compliance Energy shall be equal to the cumulative amount by which the customer's metered demand exceeds the FSL during all full 15-minute intervals of the curtailment event.

#### Curtailed Energy.

The Curtailed Energy shall be determined for each curtailment event hour, defined as the difference between the customer's CBL for that hour and the customer's metered load for that hour.

#### Curtailment Payment.

The Curtailment Energy Payment shall be 90% of the Indiana Michigan Power Company pricing point (AEPIM\_RESID\_AGG) of the AEP Load Zone hourly Real-Time Locational Marginal Price (LMP), or successor pricing point, as established by PJM (including congestion and marginal losses) for each curtailment event hour.

The Curtailment Demand Payment shall be as shown under section DRS Product Type Options and Curtailment Demand Payment.

#### Monthly Demand Payment.

The Monthly Demand Payment shall be applicable to each month the customer is served under this Rider, regardless of whether or not there are any curtailment events during the month.

1. Guaranteed Load Drop Method – The Monthly Demand Payment shall be equal to the product of the GLD and the Curtailment Demand Payment.
2. Firm Service Level (FSL) Method – The Monthly Demand Payment shall be equal to the product of the ACD and the Curtailment Demand Payment.

The Company reserves the right to withhold Monthly Demand Payments from any customer who is indebted to the Company for any service rendered at any location contracted under this Rider. If the customer's indebtedness to the Company has not been resolved by May 31 of the current delivery year, all Monthly Demand payments outstanding shall be forfeited.

(Cont'd on Sheet No. 36.7)

(Cont'd from Sheet No. 36.6)

Monthly Event Payment.

An Event Payment shall be calculated for each event hour equal to the product of the Curtailed Energy for that hour and the Curtailment Energy Payment for that hour. The Monthly Event Payment shall be the sum of the hourly Event Payments for all events occurring in the calendar month, but shall not exceed the portion of the customer's monthly bill that is computed on a per ~~kWh~~<sup>kWh</sup> basis under the applicable Standard Rider for the same billing month. The customer shall not receive Event Payment for any curtailment events to the extent that the customer's DRS capacity is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions, or any situation other than the customer's normal operating conditions. Event Payments will not be withheld if the customer's DRS capacity is already reduced as a result of customer actions taken in anticipation of a curtailment.

Annual Non-Compliance Charge for Capacity Performance Resource Product.

Beginning on June 1, 2018, the non-compliance charge will be based on the AEP, or successor, Locational Deliverability Area yearly Net CONE with a divisor of 30 (emergency action hours per year). The Non-Compliance Rate in \$/MWh will be equal to the product of Net CONE (\$/MW-day) as published by PJM and the number of days in the delivery year (365 or 366) divided by 30. The Monthly Non-Compliance Charge shall be equal to the product of the Non-Compliance Energy and the Non-Compliance Rate. The sum of the Monthly Non-Compliance Charges may exceed the sum of customer's monthly Demand Credits for the delivery year.

(Cont'd on Sheet No. 36.8)

(Cont'd from Sheet No. 36.7)

Settlement.

The net amount of the Monthly Demand Payment, Monthly Energy Event Payment and Annual Non-Compliance Charge will be provided to the participant by check or electronic payment within 60 days after the end of the delivery month. A customer may request the aggregation of individual customer account payments into a single payment.

Term.

Contracts under this Rider shall be made for an initial period of four (4) delivery years and shall remain in effect until either party provides three (3) years' written notice prior to March 1 of its intention to discontinue service under the terms of this Rider for the fourth delivery year beginning after the notice is provided. Written notice deadlines through March 1, 2023 are as follows:

<u>Written Notice Deadline</u>	<u>Effective Date of End of Service under Rider</u>
March 1, 2022	June 1, 2025
March 1, 2023	June 1, 2026
March 1, 2024	June 1, 2027
March 1, 2025	June 1, 2028

If a customer becomes ineligible for service under this Rider during the term of a contract under this Rider, the Company reserves the right to terminate such contract immediately.

Special Terms and Conditions.

Customer specific information, including, but not limited to DRS contract capacity, shall remain confidential.

If a new peak demand is set by the customer in the hour following a curtailment event due to the customer resuming the level of activity prior to the curtailment, the customer may request, in writing, that the customer's billing demand be adjusted to disregard that new peak. The Company will promptly evaluate all such requests and approve reasonable requests. In specific circumstances and subject to reasonable conditions, the Company may approve requests in advance.

### Availability of Service.

Available on a voluntary basis for demand response service (DRS2) to customers taking firm service from the Company under Tariffs G.S., G.S.-TOD, ~~L.G.S.~~, L.G.S.-TOD, I.P., M.S., W.S.S., or E.H.G. who have the ability to reduce consumption under the provisions under this Rider. DRS2 is also available on a voluntary basis to customers taking interruptible service from the Company under Tariff C.S. IRP2 except to the extent the customer's participation in DRS2 would keep the customer from meeting the load reduction requirements of the contract for C.S. IRP2 service. DRS2 provides participating customers an opportunity to voluntarily respond to locational marginal prices (LMP) by reducing consumption and receiving a payment for such reduction during those times when LMP prices are high.

The customer's demand response service under this Rider will be enrolled in the PJM Interconnection, L.L.C. RTO (PJM) Economic Demand Response Program through the Company. The customer's demand response service is not eligible for enrollment in any PJM demand response program either directly or through a curtailment service provider. Customer's participating in this Rider may elect to use the services of Curtailment Service Providers provided that such arrangements do not violate the terms and conditions of this Rider.

A Curtailment Service Provider is an entity such as a PJM-qualified CSP that the customer has designated to facilitate all or some of the customer notifications and transactions under this Rider.

The customer must provide written notice to the Company of any such designation. Such written notice shall specify the authority that the customer has granted to the Curtailment Service Provider, including any authority to access customer data. The customer is ultimately responsible for compliance with the terms and conditions of this Rider, including any charges under this Rider, in which the customer has voluntarily elected to participate.

The term "customer" as used herein shall mean the customer or an aggregation of customers that have agreed for purposes of participation in this Rider to participate as an aggregation in the same manner as a single customer would under this Rider. The term "participant" as used herein shall mean the customer or customer-designated Curtailment Service Provider as defined above.

### Conditions of Service.

- (1) The provisions of this Rider qualify under the PJM Economic Demand Response Program as of the effective date. The Company reserves the right to make changes to this Rider in order to continue to qualify under the PJM Economic Demand Response Program, or otherwise, as appropriate.
- (2) An interval meter is required. The incremental cost of any special metering, communications or control equipment required for service under this Rider beyond that normally provided shall be borne by the customer.
- (3) The Company will inform the participant regarding the communication process and timing required to participate under this Rider. The Customer is ultimately responsible for receiving and acting upon notifications from the Company.

(Cont'd on Sheet No. 37.1)

(Cont'd from Sheet No. 37)

- (4) The participant shall not receive credit for any curtailment periods to the extent that the customer's DRS2 curtailable load is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions, or any event other than the customer's normal operating conditions.
- (5) **NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY OR THE AEP SYSTEM FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CAUSED BY OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, ANY CURTAILMENT OF SERVICE UNDER THE PROVISIONS OF THIS RIDER.**

Economic Demand Response Options.

Participants shall have two (2) economic demand response options to participate under DRS2. The options include: (1) Day Ahead Market, and (2) PJM Dispatched in Real Time. A description of each DRS2 option is as follows:

1. Day-Ahead Market

- a. The Company submits an energy reduction Offer in the Day Ahead Market based upon information provided in advance by participant. Company submissions to PJM can be made before Noon of the day before participation.
- b. The minimum kW reduction Offer is 100 kW and offers must be in increments of 100 kW.
- c. The Company monitors clearing results, which are made available after 4:00 P.M. of the day before participation. The Company will notify the participant if the Offer was cleared in the Day-Ahead market.
- d. If an Offer clears in the Day Ahead Market, the Company shall provide payment / credit to participant based on the Day-Ahead LMP.
- e. If an Offer clears in the Day Ahead Market, the customer is obligated to curtail consistent with the Offer.
- f. In the event the customer does not reduce sufficient load to meet the cleared Offer commitment, participant shall be billed at 90% of the Real Time LMP times the unreduced load plus Balancing Operating Reserve Charges. Unreduced load shall be the positive difference between the customer's load reduction Offer and the customer's actual load reduced.

2. PJM Dispatched in Real Time

- a. The Company submits operational information regarding the curtailment capability to PJM based upon information provided in advance by participant.
- b. The minimum kW reduction is 100 kW and offers must be in increments of 100 kW.
- c. The Company monitors PJM Real Time operations and notifies the participant if the customer's curtailment capability is dispatched by PJM.
- d. The Company shall provide payment / credit to participant for load reductions that are dispatched by PJM based on actual load reduced, Real-Time LMP and the operational information provided by participant and submitted to PJM.
- e. In the event the customer does not reduce sufficient load to meet the PJM Dispatched commitment, there is no charge to participant under this Rider. Nevertheless, participant shall submit operational information that represents the customer's actual ability to curtail.

(Cont'd on Sheet No. 37.2)

(Cont'd from Sheet No. 37.1)

Curtailed Energy.

For each curtailment period, Curtailed Energy shall be defined as the difference between the customer's Customer Baseline Load (CBL) calculation and the customer's actual energy used during each hour of the curtailment period.

Customer Baseline Load Calculation.

A Customer Baseline Load (CBL) will be calculated for each hour corresponding to each curtailment event hour. Normally, the CBL will be calculated for each hour as the average corresponding hourly demands from the highest four (4) out of the five (5) most recent similar non-event days in the period preceding the relevant curtailment event. The highest load days are defined as the similar days (Weekday, Saturday, Sunday/Holiday as defined by PJM) with the highest energy consumption spanning the curtailment event hours. In cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the participant may develop an alternative CBL calculation that more accurately reflects the customer's normal consumption pattern.

Curtailment Credit.

The Curtailment Credit shall be equal to the product of the Hourly Curtailed Energy and 90% of the applicable LMP (Day-Ahead or Real-Time, based upon Economic Demand Response Option) established by PJM (including congestion and marginal losses). Curtailment Credits will not be provided for energy that is also receiving Curtailment Credits under Rider D.R.S. 1.

Settlement.

The credit, for any curtailments during the billing month, will be paid or credited to the participant within 60 days after the end of the billing month in which the curtailment occurred. Participant shall initiate the settlement process by providing to the Company the sufficient curtailment information to meet the qualifications as set for by PJM. A customer may request the aggregation of individual customer account credits into a single credit.

Customer Charge.

Participants taking service under this Rider shall pay a monthly customer charge of \$10.00 per account to offset the cost of the customer-related expenses for additional load determination and billing expenses. If a change in metering equipment or functionality is required, participants taking service under this Rider shall pay the additional cost of installation. The Company will make available to the participant the real time pulse metering data, if requested by the participant, for an additional fee.

(Cont'd on Sheet No. 37.3)

(Cont'd from Sheet No. 37.2)

Term.

Contracts under this Rider shall be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions.

Individual customer information, including, but not limited to, operational information and Curtailment Options, shall remain confidential.

### Availability of Service.

Demand Response Service (DRS3) is available to customers taking firm service from the Company under Tariffs G.S., G.S.-TOD, ~~L.G.S.~~, L.G.S.-TOD, I.P., M.S., W.S.S., or E.H.G. who have the ability to control load under the provisions under this Rider. DRS3 is also available on a voluntary basis to customers taking interruptible service under a contract with the Company, except to the extent the customer's participation in DRS3 would keep the customer from meeting the load reduction requirements of the contract. DRS3 provides participating customers an opportunity to offer demand response to meet the needs of the transmission system and receive a payment or credit for such demand response service.

The customer's demand response service under this Rider will be enrolled in the PJM Interconnection, L.L.C. RTO (PJM) Economic Demand Response Program through the Company, for the purpose of providing Ancillary Services. The customer's demand response service is not eligible for enrollment in any PJM demand response program either directly or through a curtailment service provider, except as noted within this rider. Customers participating in this Rider may elect to use the services of Curtailment Service Providers provided that such arrangements do not violate the terms and conditions of this Rider.

A Curtailment Service Provider is an entity such as a PJM-qualified CSP that the customer has designated to facilitate all or some of the customer notifications and transactions under this Rider.

The customer must provide written notice to the Company of any such designation. Such written notice shall specify the authority that the customer has granted to the Curtailment Service Provider, including any authority to access customer data. The customer is ultimately responsible for compliance with the terms and conditions of this Rider, including any charges under this Rider, in which the customer has voluntarily elected to participate.

The term "customer" or "resource" as used herein shall mean the customer or an aggregation of customers that have agreed for purposes of participation in this Rider to participate as an aggregation in the same manner as a single customer would under this Rider. The term "participant" as used herein shall mean the customer or customer-designated Curtailment Service Provider as defined above.

### Conditions of Service.

- (1) The provisions of this Rider qualify under the PJM Economic Demand Response Program as of the effective date, and as such, the customer must be registered in the PJM Economic Demand Response program. The Company reserves the right to make changes to this Rider in order to continue to qualify under the PJM Economic Demand Response Program, PJM manual changes and/or any changes to regulatory standards that apply.
- (2) Ancillary product specific metering and/or telemetering is required. Meter and telemetry equipment shall meet the minimum PJM and Company requirements for each Ancillary Service desired to be supplied by the customer. The incremental cost of any special metering, communications, control equipment and all equipment required to integrate into the Company's systems required for service under this Rider beyond that normally provided shall be borne by the customer.

(Cont'd on Sheet No. 38.1)

(Cont'd from Sheet No. 38)

- (3) The Company will inform the participant regarding the communication process and timing required to participate under this Rider. The customer is ultimately responsible for receiving and acting upon notifications from the Company or, if the customer is participating through a CSP, from the customer's CSP.
- (4) The participant shall not receive credit for any curtailment periods to the extent that the customer's DRS3 curtailable load is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions, or any event other than the customer's normal operating conditions.
- (5) **NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY OR THE AEP SYSTEM FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CAUSED BY OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, ANY SERVICE PROVIDED UNDER THE PROVISIONS OF THIS RIDER.**
- (6) The customer will agree to indemnify and hold the Company harmless from and against all claims, liability, damages, and expenses arising from the customer's or customer's CSP's failure to satisfy any of the customer's obligations arising under PJM's Tariff, the PJM Reliability Assurance Agreement the PJM Operating Agreement (including Manual 11), or Rider D.R.S. 3, including, with regard to any referral to the PJM Market Monitor or Federal Energy Regulatory Commission's Office of Enforcement concerning the customer's participation or non-performance in the ancillary services market within which the Customer participates through Rider D.R.S. 3. The customer further will agree to assist the Company in responding to an inquiry from PJM, the PJM Market Monitor, or the Federal Energy Regulatory Commission's Office of Enforcement concerning the customer's participation or non-performance in the ancillary services market within which the customer participates through Rider D.R.S. 3.

Ancillary Demand Response Options.

Participants shall have three (3) Ancillary service options to participate under DRS3. The options include: (1) Day-Ahead Scheduling Reserves, (2) Synchronized Reserves Market and (3) Regulation Market. The detail for each DRS3 option is as follows:

**1. DAY-AHEAD SCHEDULING RESERVES (DASR)**

The Company is not providing Day-Ahead Scheduling Reserves service at the present time. The following terms and conditions shall apply should the Company begin providing Day-Ahead Scheduling Reserves service in the future.

Description: Day-Ahead Scheduling Reserves is the procurement of supplemental, 30-minute reserves on the PJM system on a day-ahead basis. It is an offer-based market for 30-minute reserve that can be provided by both generation and demand resources. It will clear existing reserve requirements on a day-ahead, forward basis.

(Cont'd on Sheet No. 38.2)

(Cont'd from Sheet No. 38.1)

Day-Ahead Scheduling Reserves Requirements / Implementation

- a. One-minute interval metering is required for customers electing to participate under the Day-Ahead Scheduling Reserves option.
- b. Participants electing the Day-Ahead Scheduling Reserves option agree to provide 30-minute reserves on a day-ahead basis. Participants shall have 30-minutes to reduce load to the assigned MW amount.
- c. The Company submits bids to supply PJM Day-Ahead Scheduling Reserves, in the PJM Day-Ahead Market, based upon information provided in advance by participant. Customer shall be required to submit data information at a time suitable for the Company to manage or facilitate day-ahead market activities.
- d. Load response is dispatched by PJM in real-time.
- e. Customer communication method must be approved by PJM.
- f. A Demand Resource with a Day-ahead Scheduling Reserve award is obligated to reduce load within 30 minutes of notification for all hours of the operating day in which it received the DASR award.
- g. For Demand Resources, measurement is the difference between the demand resource's MW consumption at the time a resource is requested by PJM dispatch to reduce and its MW consumption after 30 minutes of the request. In order to allow for small fluctuations and possible telemetry delays, demand resources consumption at the start of the event is defined as the greatest telemetered consumption between one (1) minute prior to and one (1) minute following the issuance of the dispatch instruction. Similarly, a demand resource's consumption thirty minutes after the dispatcher request is defined as the lowest consumption measured between twenty nine (29) and thirty (31) minutes after the start of the request.

**Day-Ahead Scheduling Reserves Payment / Credit:**

The Company shall provide payment / credit to participant as the product of the Day-Ahead Cleared Scheduling Reserve (MW) or assigned MW and the Day-Ahead Scheduling Reserve (DASR) Clearing Price as determined by PJM. In the event PJM dispatches a reduction in load, participant will receive payment / credit as a product of the amount of reduction and AEP Zonal LMP ("LMP) for the duration of the dispatch period.

Payment / credit will not be provided for energy that is also receiving payment or curtailment credits under Rider D.R.S. 1 or Rider D.R.S. 2.

**Day-Ahead Scheduling Reserves Non-Compliance Penalty:**

In the event the customer does not reduce assigned load in compliance with the Day-Ahead Scheduling Reserves program rules, then a penalty shall be issued to the customer, which shall include the following:

1. Forfeiture of revenue over hours assigned for the day, and any contiguously awarded hours prior to such compliance failure.

(Cont'd on Sheet No. 38.3)

(Cont'd from Sheet No. 38.2)

### **SYNCHRONIZED RESERVES (SR) MARKET**

Description: SR Market provides for the supply of electricity if the grid has an unexpected need for more power on short notice. Demand resources may bid to supply synchronized reserve by reducing their energy use within ten (10) minutes. Synchronized Reserve resources include demand response and generator resources.

#### **Synchronized Reserves Market Requirements / Implementation:**

- a. One-minute interval metering is required for customers electing to participate under the SR Market option.
- b. The minimum kW reduction is 100 kW.
- c. Customer shall be required to reduce load within ten (10) minutes when notified by the Company for a SR event, if cleared in SR market.
- d. Participation in Synchronized Reserves Market requires 24-hour all-call availability unless participant defines hour(s) of participation.
- e. The Company submits operational information regarding the curtailment capability to PJM based upon information provided in advance by participant who shall be required to submit information at a time suitable for the Company to manage or facilitate Synchronized Reserves market activities. At the customer's election, the customer's CSP may perform this function instead of the Company.
- f. The Company monitors PJM Synchronized Reserves Market operations and notifies the participant if the customer's specified load is cleared by PJM. At the customer's election, the customer's CSP may perform this function instead of the Company.

**Customers shall participate in the Synchronized Reserves Market through the "Tier 2" option.** The Company is not providing "Tier 1" Synchronized Reserves Market service at the present time. The following "Tier 1" option terms and conditions shall apply should the Company begin providing "Tier 1" Synchronized Reserves Market service in the future.

- i. **"Tier 1" option** is voluntary during a PJM SR event. In the event the customer's load does not clear, customer can still reduce specified load. Customer is eligible for payment if they are capable of receiving real-time instruction from Company, 24-hours a day, and reduce load within 10 minutes.

(Cont'd on Sheet No. 38.4)

(Cont'd from Sheet No. 38.3)

**Tier 1 Payment / Credit:**

Payment / credit under Tier 1 is equal to the integrated decrease in MW consumption for demand response resources from each resource over the length of a synchronized reserve event times the Synchronized Energy Premium. If load reduction is not achieved by the time the event is cancelled, no payment/credit will be granted.

Synchronized Energy Premium is defined as the average of the 5-minute LMPs calculated during the synchronized reserve event plus \$50 per MWh less the hourly integrated LMP.

Other than any applicable synchronized energy premium, payment / credits will not be provided for energy that is also receiving payment or curtailment credits under Rider D.R.S. 1 or Rider D.R.S. 2.

**Tier 1 Non-Compliance Penalty:**

No penalty for customers not complying under Tier 1.

- ii. **“Tier 2” option** is the event the offer clears in the hourly market, then a mandatory reduction of load in ten (10) minutes is required by the customer during a PJM SR event. Tier 2 consists of the additional resources that are synchronized to the grid and operating at a point that deviates from economic dispatch to provide additional synchronized reserve not available from Tier 1 resources.

**Tier 2 Payment / Credit:**

Payment / credit is provided to resource owner that has pool-scheduled synchronized reserve.

SR payment / credit for resources assigned pool-scheduled synchronized reserve is the resource's synchronized reserve offer times its assigned synchronized reserve capability less any shortfall due to failure to provide assigned capability during a synchronized reserve event (plus opportunity cost, energy use costs, and startup costs incurred, for generators), as applicable.

**Tier 2 Non-Compliance Penalty:**

In the event the customer does not reduce specified load to meet the PJM Synchronized Reserves Market under a Tier 2 commitment, then a penalty shall be issued to the customer consistent with PJM Manual 11, Section 4.2.12, as it may be amended from time to time, which shall include the following:

(Cont'd on Sheet No. 38.5)

(Cont'd from Sheet No. 38.4)

**Tier 2 Non-Compliance Penalty:**

In the event the customer does not reduce specified load to meet the PJM Synchronized Reserves Market under a Tier 2 commitment, then a penalty shall be issued to the customer consistent with PJM Manual 11, Section 4.2.12, as it may be amended from time to time, which shall include the following:

1. The Customer's Tier 2 resource shall be credited for Tier 2 Synchronized Reserve capacity in the amount that actually responded for all Real-time settlement intervals (5 minutes) the resource was assigned or self-scheduled Tier 2 Synchronized Reserve on the day the event occurred, and;
2. The Customer shall incur a retroactive obligation to refund at the Synchronized Reserve Market Clearing Price the amount of the shortfall measured in MW for all of the Real-time settlement intervals the Tier 2 resource was assigned or self-scheduled over the immediate past interval, the duration of which is equal to the lesser of the average number of days between events as determined by the annual review of the last 2 years, or the number of days since the resource failed to respond with its assigned or self-scheduled Synchronized Reserve amount in response to a Synchronized Reserve Event.

These provisions apply to all customers taking service under the Synchronized Reserves Market Tier 2 Participation option in Rider D.R.S. 3, including both those customers participating directly and those that do so through a CSP. Determination and verification of reductions shall be consistent with the requirements of the PJM Synchronized Reserves Market and PJM Manual 11, including provisions related to "batch load" resources. The customer will be responsible for paying all charges associated with any failure to reduce specified load to meet a PJM synchronized reserve event.

**2. PERFORMANCE BASED REGULATION MARKET**

The Company is not providing Performance Based Regulation service at the present time. Customers who desire to participate in the Regulation Market utilizing Demand Response shall make the necessary arrangements with a qualified PJM Regulation Service Provider for enrollment, implementation, terms and conditions and settlement purposes. Such customer participation shall also require a contract to be entered into between the Company and customer. The terms and conditions described below under the Performance Based Regulation Market (applicable should the Company begin providing Performance Based Regulation Service), shall not be applicable to such contract. The Customer Charge, under this Rider, shall not apply to customers providing Performance Based Regulation via a Regulation Service Provider.

(Cont'd on Sheet No. 38.6)

(Cont'd from Sheet No. 38.5)

**Description:** Performance Based Regulation Market is a market-based system for the purchase and sales of the Regulation ancillary service. Performance Based Regulation Market service corrects for short-term changes in electricity use that might affect the stability of the power system. This service helps match generation and load, and adjusts generation output to maintain desired frequency. It is an automatic adjustment of load in response to a PJM dynamic regulation control signal. Participating customers are generally compensated based on both the market clearing prices and on how accurately and quickly they respond to PJM Regulation signals.

#### Performance Based Regulation Market Requirements / Implementation

- a. Real-time telemetry (telemetering) required for customers electing to participate under the Regulation Market option.
- b. The minimum kW offer shall be 100 kW.
- c. Customer shall be required to submit data information at a time suitable for the Company to manage or facilitate day-ahead and intraday market activities.
- d. Resource owners wishing to sell regulation service must at least supply a cost-based regulation offer. All resources listed as available for regulation with no offer price have their offer prices set to zero.
- e. In the event load is cleared by PJM in the Performance Based Regulation Market, a mandatory response or automatic adjustment of load in response to PJM regulation control signal is required.
- f. Customers electing this Performance Based Regulation Market option shall decrease load or increase load as directed by the Company within five (5) minutes of notification.
- g. PJM clears the regulation market simultaneously with the synchronized reserve market, and posts the results no later than 30 minutes prior to the start of the operating hour.
- h. Each participant is required to pre-certify regulation capability prior to participation under this rider and avail itself to periodic testing of capability.
- i. Each participant shall be required to pay the Company's actual costs to set up and test its systems to enable Regulation participation. The Company shall provide the Participant with an itemized invoice.

#### **Performance Based Regulation Market Payment / Credit:**

The Company shall provide payment / credit in accordance with PJM Manual 28.

#### **Regulation Market Non-Compliance Penalty:**

In the event the customer fails to adequately follow the PJM Regulation signal, customer may be subject to disqualification and subsequent recertification.

#### **Regulation Market Qualifications / Eligibility:**

The following resources criteria must be met to participate in the Regulation Market:

- Resources must be able to receive an AGC signal.
- Resources must demonstrate minimum performance standards, as set forth in the PJM Manual 12: Balancing Operations, Section 4: Providing Ancillary Services.
- New resources must pass an initial performance test (minimum 75% compliance required).
- Resources must exhibit satisfactory performance on dynamic evaluations.

(Cont'd on Sheet No. 38.7)

(Cont'd from Sheet No. 38.6)

- Resources MW output must be telemetered to the PJM control center in a manner determined to be acceptable by PJM.
- Demand Resources must be able to provide the smallest quantity of MW of Regulation Capability required by PJM, currently 0.1 MW, in order to participate in the Regulation Market.
- Demand Resources must complete initial and continuing training on Regulation and Synchronized Reserve Market as documented in Manual 40: Certification and Training Requirements, Section 2.6: Training Requirements for Demand Response Resources Supplying Regulation and Synchronized Reserve.

### **General Terms and Conditions under Rider DRS-3**

#### Curtailment Credit.

Customers enrolled in Riders D.R.S.-1, D.R.S.-2 and D.R.S.-3 shall only receive a single curtailment credit for energy reduced under one of these three riders. For example, curtailment credits for any energy reduced under the DASR option of Rider D.R.S.-3 are provided under Rider D.R.S.-2.

#### Settlement.

The Company will charge, pay or credit to a participant any amount owed or credit due to the customer for a billing month, for any curtailments during the billing month or otherwise, within 60 days after the end of the billing month. A customer may request the aggregation of individual customer account credits into a single credit.

#### Customer Charge.

Participants taking service under this Rider shall pay a monthly customer charge of \$150.00 per account to offset the cost of the customer-related expenses for additional load determination and billing expenses. If a change in metering equipment or functionality is required, participants taking service under this Rider shall pay the additional cost of equipment and installation. The Company will make available to the participant the real time pulse metering data, if requested by the participant, for an additional fee.

#### Term.

Contracts under this Rider shall be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice of its intention to discontinue service under the terms of this Rider. A new initial period will not be required for a customer that has previously participated.

#### Special Terms and Conditions.

Individual customer information, including, but not limited to, operational information and Curtailment Options, shall remain confidential.

### Availability of Service.

In order to encourage economic development in the Company's service area, limited-term credits for incremental billing demands described herein are offered to qualifying new and existing retail customers who make application for service under this Rider.

Service under this Rider is intended for customers whose operations, by their nature, will promote sustained economic development based on plant and facilities investment and job creation that are new to the State of Indiana. This Rider is available to commercial and industrial customers taking service from the Company under Tariffs G.S., ~~L.G.S.~~, L.G.S. – TOD, I.P. or C.S.-IRP-2 who meet the following requirements:

- (1) A new customer must have a billing demand of 500 ~~kVA~~kW or more. An existing customer must increase billing demand by 500 ~~kVA~~kW or more over the maximum billing demand during the 12 months prior to the date of the application by the customer for service under this Rider (Base Maximum Billing Demand). The Base Maximum Billing Demand for new customers is zero (0).
- (2) The customer must apply for and receive economic development assistance from State or local government or other public agency.
- (3) A new customer, or the expansion by an existing customer, must result in the creation of at least ten (10) full-time equivalent jobs (FTE) maintained over the contract term or exceed one million dollars (\$1,000,000) of capital investment at the service location. The Company reserves the right to verify FTE job counts and / or capital investment requirements. Each EDR customer shall comply with reasonable requests for information from the Company for purposes of determining such compliance. Failure to maintain the minimum required FTE jobs or satisfy the capital investment requirement will result in the termination of the contract or agreement addendum for service under this Rider.
- (4) The customer must demonstrate to the Company's satisfaction that, absent the availability of this Rider, the qualifying new or increased demand would be located outside of the Company's service territory or would not be placed in service due to poor operating economics.
- (5) Revenues expected to be derived from the EDR customer must be expected to exceed the incremental costs of serving that customer over the term of the contract.

Availability is limited to customers on first-come, first-served basis for loads aggregating 250 M~~VA~~.

### Terms and Conditions.

- (1) To receive service under this Rider, the customer shall make written application to the Company with sufficient information contained therein to determine the customer's eligibility for service.
- (2) For new customers, billing demands for which credits will be applicable under this Rider shall be for service at a new service location and not merely the result of a change of ownership. However, if a change in ownership occurs after the customer enters into a Contract for service under this Rider, the successor customer may be allowed to fulfill the balance of the Contract under this Rider. Relocation of the delivery point of the Company's service does not qualify as a new service location.

(Cont'd on Sheet No. 39.1)

(Cont'd from Sheet No. 39)

- (3) For existing customers, billing demands for which credits will be applicable under this Rider shall be the result of an increase in business activity and not merely the result of resumption of normal operations following a force majeure, strike, equipment failure, renovation or refurbishment, or other such abnormal operating condition. In the event that such an occurrence has taken place during the 12-month period prior to the date of the application by the customer for service under this Rider, the monthly billing demands during the 12-month period shall be adjusted as appropriate to eliminate the effects of such occurrence in the determination of the Base Maximum Billing Demand.
  
- (4) The existing local facilities of the Company must be deemed adequate, in the judgment of the Company, to supply the new or expanded electrical capacity requirements of the customer. If construction of new or expanded local facilities by the Company is required, the customer may be required to make a contribution-in-aid of construction for the installed cost of such facilities pursuant to the provisions of Item No. 1514 of the Company's Terms and Conditions of Service.

Determination of Monthly Billing Credit.

The qualifying incremental billing demand shall be determined as the amount by which the billing demand, as determined according to the applicable tariff for the current billing period, exceeds the Base Maximum Billing Demand, multiplied by the current billing period load factor percentage.

The monthly billing credit under this Rider shall be the product of the qualifying incremental billing demand and the applicable Credit Factor. The monthly billing credit shall be zero if the minimum 500 ~~kVA~~kW increase over the Base Maximum Billing Demand is not attained that month.

The monthly billing credit shall not reduce the customer's bill below the monthly minimum charge as specified in the applicable tariff.

Selection of Credit Option.

Customers meeting all availability and terms and conditions above shall contract for service for a period of eight (8) years under one of the three Credit Options shown below. The Credit Option chosen by the customer shall be specified in the contract for service under this Rider.

(Cont'd on Sheet No. 39.2)

(Cont'd from Sheet No. 39.1)

<b><u>Credit Options</u></b>	<b><u>Billing Months in Contract Terms</u></b>	<b><u>Billing Credit per \$/kVA <del>or</del> kW</u></b>
1 - Inclining	1 <sup>st</sup> through 12 <sup>th</sup>	\$7.15
	13 <sup>th</sup> through 24 <sup>th</sup>	\$9.35
	25 <sup>th</sup> through 36 <sup>th</sup>	\$11.00
	37 <sup>th</sup> through 48 <sup>th</sup>	\$12.65
	49 <sup>th</sup> through 60 <sup>th</sup>	\$14.85
2 - Levelized	1 <sup>st</sup> through 12 <sup>th</sup>	\$11.00
	13 <sup>th</sup> through 24 <sup>th</sup>	\$11.00
	25 <sup>th</sup> through 36 <sup>th</sup>	\$11.00
	37 <sup>th</sup> through 48 <sup>th</sup>	\$11.00
	49 <sup>th</sup> through 60 <sup>th</sup>	\$11.00
3 - Declining	1 <sup>st</sup> through 12 <sup>th</sup>	\$14.85
	13 <sup>th</sup> through 24 <sup>th</sup>	\$12.65
	25 <sup>th</sup> through 36 <sup>th</sup>	\$11.00
	37 <sup>th</sup> through 48 <sup>th</sup>	\$9.35
	49 <sup>th</sup> through 60 <sup>th</sup>	\$7.15

The appropriate Billing Credit based upon the customer-selected Credit Option shall be applicable over a period of 60 consecutive billing months beginning with the first such month following the end of the start-up period. The start-up period shall commence with the effective date of the contract for service under this Rider and shall terminate by mutual agreement between the Company and the customer.

The start-up period shall not exceed 12 months. At the sole discretion of the Company, the start-up period may be extended up to 12 additional months.

Terms of Contract.

A contract for service under this Rider and for service under the appropriate tariff, shall be executed by the customer and the Company for the time period which includes the start-up period and the minimum eight-year period immediately following the end of the start-up period with the monthly Billing Credits being available for a maximum period of five (5) years. The contract shall specify the Base Maximum Billing Demand, the anticipated total demand, the Credit Option and related provisions to be applicable under this Rider, and the effective date for the contract.

(Cont'd on Sheet No. 39.3)

(Cont'd from Sheet No. 39.2)

The customer may discontinue service under this Rider before the end of the contract term only by reimbursing the Company for any Billing Credits received under this Rider according to the following schedule:

Years 1 to 5	100%
Years 6 to 8	2.5% per each billing period remaining under the terms of the contract

Special Terms and Conditions.

Except as otherwise provided in this Rider, written agreements shall remain subject to all of the provisions of the appropriate tariff. This Rider is subject to the Company's Terms and Conditions of Service.

Company Reporting Requirements

On or before March 31 of each year, the Company shall file a report with the IURC that contains the following:

- (1) Customer name, full business address and tariff rate class.
  - a. Additional demand kW and monthly additional load in kWh.
  - b. Economic Development Rider contract signature date.
  - c. Start and end dates of the Economic Development Rider contract.
- (2) All customers under the EDR meet the threshold requirements for eligibility.
  - a. Project description.
  - b. Number of additional jobs created or amount of the investment.
  - c. Economic Development incentives received.
- (3) All variances found during the verification of (2) above.
- (4) Demonstrate that the revenues from customers under the EDR exceed the incremental costs incurred to serve each customer over the term of the EDR contract.
- (5) Identify projects whose location on a brownfield site was considered by state or local economic development entities.
- (6) The Company must retain the analysis for each EDR contract offering until the first of the end of the EDR tariff approval period or the Company's next base rate case.

### Availability of Service.

**The Local Renewable Program option** is available on a voluntary basis to metered customers who are in good standing and desire to purchase renewable energy from I&M's solar, wind and hydro generation resources through the purchase of renewable energy certificates (RECs) sourced from I&M's renewable resources.

**The National Renewable Program option** is available on a voluntary basis to metered customers who are in good standing and desire to purchase RECs sourced from renewable resources located within the United States of America.

**The Custom Agreement option** is available to customers taking metered service under the Company's I.P. and C.S.-IRP2 tariffs, or multiple G.S. ~~and/or L.G.S.~~ tariff accounts with common ownership under a single parent company that can aggregate multiple accounts to exceed 1,000 kW monthly peak demand over a 12-month average.

### Conditions of Service.

Customers who wish to attribute a specific portion of their service to renewable energy may purchase RECs under the Local and National Program options each month as a percentage of their monthly kWh usage in 10% increments. Customers who purchase RECs through this tariff have the right to claim the renewable energy generation and associated emission footprint reduction.

The Company will retire the RECs associated with I&M's renewable resources for the energy purchased by participating customer under the Local Renewable Program option. The Company will purchase and retire RECs associated with nationally available renewable resources for the RECs purchased by participating customers under the National Renewable Program option. RECs will be retired on an annual basis upon receipt of payment from the customer. The proceeds of this rider, net of administrative fees, will be used to offset the cost of the Fuel Cost Adjustment Rider for all customers.

### Monthly Rate.

In addition to the monthly charges determined according to the Company's rate schedule under which the customer takes service, the customer shall also pay the following rate for the REC purchase. The customer can elect a percentage of monthly usage, in 10% increments, to be dedicated to the IM Green rider. The charge will be applied to the customer's bill as a separate line item.

Local Program option (for RECs from I&M Wind, Solar or Hydro Projects)

Charge: \$0.0106 for each kWh consumed

(Cont'd on Sheet No. 40.1)

(Cont'd from Sheet No. 40)

The Company will provide RECs from I&M Wind, Solar or Hydro projects to fulfill customer subscriptions under this option. Participation under this program will be limited to the availability of RECs associated with I&M's wind and solar generation resources. The local option will be priced semi-annually, based on the average REC prices over six-month period as published in S&P Global Renewable Energy Credit Index for the New Jersey Class I REC. If the REC product index is no longer available or the state of Indiana adopts a Renewable Portfolio Standard that includes solar, wind, hydro and other renewables the Company will select a replacement REC product as the basis for establishing the corresponding rate.

National Program option (for RECs from national resources)

Charge: \$0.002 for each kWh consumed

The Company will purchase RECs in the over the counter market representing nationally available wind, hydro or solar and other renewable RECs to meet the customers need under this tariff. The Company will annually evaluate the market prices for RECs and will file a 30 day filing to modify the charge on this tariff if necessary to fulfill the REC obligations under this tariff.

Custom Agreement option

Charges for service under this option will be set forth in the written agreement between the Company and the Customer and will reflect a combination of the tariff service rates otherwise available to the Customer and the cost of the renewable energy being contracted for by the Customer.

Term.

This is a voluntary program.

Customers eligible for this Rider may participate by applying to the Company for service under this Rider. Once approved for service under this Rider, service will begin within a minimum of fifteen (15) days of the customer's regular scheduled meter reading date. Customers under the Standard Program Option may terminate service under this Rider by notifying the Company with at least thirty (30) day notice prior to the customer's regular scheduled meter reading date.

Custom Agreement option term must be a minimum of one year and will be determined in the written agreement between the Company and the Customer.

(Cont'd on Sheet No. 40.2)

(Cont'd from Sheet 40.1)

Special Terms and Conditions.

Under the Custom Agreement option, customer specific information, including, but not limited to contract rates, purchased amounts of renewable energy and generation resources, shall remain confidential.

This Rider is subject to the Company's Terms and Conditions of Service and all provisions of the standard rate schedule under which the customer takes service, including all payment provisions.

Availability of Service.

This rider is available to customers in good standing who own and operate an eligible net metering renewable energy resource such as solar photovoltaic, wind, biomass, or hydro electrical generating facility designed to operate in parallel with the Company's system. Customers served under this rider must also take service from the Company under the otherwise applicable standard service tariff.

The total rated generating capacity of all net metering customers served under this rider shall be limited to one and one half percent (1.5%) of the Company's most recent Indiana aggregate summer peak load. At least forty percent (40%) of the capacity is reserved solely for participation by residential customers and fifteen percent (15%) of the capacity is reserved for organic waste biomass resources as defined in IC 8-1-37-4(a)(5). Service under this rider shall be available to customers on a first come, first served basis.

Conditions of Service.

1. For purposes of this rider, an eligible net metering facility is an electrical generating facility that complies with all of the following requirements:
  - (a) is fueled by a renewable energy resource as defined in IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(1)(8) such as solar photovoltaic, wind, biomass, or hydroelectric energy;
  - (b) has a nameplate capacity less than or equal to 1 MW;
  - (c) is owned and operated by the customer and is located on the customer's premises;
  - (d) is intended primarily to offset all or part of the customer's own electrical load requirements; and
  - (e) is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.
2. A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Application for Interconnection with the Indiana Michigan Power Company Distribution System and a one-line diagram showing the configuration of the proposed net metering facility. The Company will provide copies of all applicable forms upon request.
3. An Addendum to Contract for Electric Service between the Company and the net metering customer must be executed before the net metering facility may be interconnected with the Company's system.  
(Cont'd on Sheet No. 41.1)

(Cont'd from Sheet No. 41)

4. Customer-owned generator equipment and installations must comply with the Company's Technical Requirements described in this tariff.
5. The net metering customer shall provide the Company proof of qualified installation of the net metering facility. Certification by a licensed electrician shall constitute acceptable proof.
6. The net metering customer shall install, operate, and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with the Company's system.
7. The Company may, at its own discretion, isolate any net metering facility if the Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
8. The Company may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the net metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the net metering customer.
9. A net metering customer operating a net metering facility shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against losses or damages arising from the use of the customer's net metering facility. The customer must submit evidence of such insurance to the Company with the Interconnection Application. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.
10. The Company and the net metering customer shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life, or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable in the case of government net metering customers that are restricted from entering into indemnification provisions.

(Cont'd on Sheet No. 41.2)

(Cont'd from Sheet No. 41.1)

Metering.

One of the following metering options, if not already present, shall be installed on the net metering customer's premises by the Company to properly record the net kWh of a net metering facility:

- (1) One main watt-hour meter capable of measuring the net flow of energy.
- (2) One main watt-hour meter measuring the flow of energy to the net metering customer and a second watt-hour meter measuring the flow of energy to the Company. The reading of the second meter will be subtracted from the reading of the main meter to obtain a measurement of net kWh for billing purposes.

The Company may install one or more additional meters to monitor the flow of electricity.

Monthly Charges and Billing.

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's eligible net metering facility. Energy charges under the customer's standard tariff shall be applied to the customer's net energy for the billing period to the extent that the net energy exceeds zero. If the customer's net energy is zero or negative during the billing period, the customer shall pay only the non-energy usage portions of the standard tariff bill. If the customer's net energy is negative during a billing period, the net metering customer shall be credited in the next billing period for the kWh difference. When the net metering customer elects to no longer take service under this Net Metering Service Rider, any unused credit shall revert to the Company.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, [1544](#), and/or [1847](#) of the Company's Terms and Conditions of Service.

(Cont'd on Sheet No. 41.3)

(Cont'd from Sheet No. 41.2)

Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service. This rider is also subject to provisions of the Company's Net Metering Tariff Technical Requirements.

Technical Requirements.

These technical requirements relate to the interconnection of a net metering facility to the Company's distribution system. Interconnection enables the net metering facility to operate in parallel with the Company's distribution system. Inverter based systems listed by Underwriters Laboratories (UL) to UL standard 1741 published May 7, 1999, as revised January 28, 2010 (UL 1741) will be accepted as meeting the technical interconnection requirements tested by UL 1741. Non-inverter based systems and interconnection requirements not tested by UL 1741 shall comply with standard, IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems." IEEE publications are available from the Institute of Electrical and Electronics Engineers, 443 Hoes Lane, P. O. Box 1331, Piscataway, NJ 08855-1331 (<http://standards.ieee.org/>). Since UL 1741 and IEEE 1547 do not address planning, designing, operating, or maintaining the utility's distribution system nor all of the potential system impacts the proposed net metering facility may create beyond the point of common coupling, certain additional technical requirements are contained herein.

These technical requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules, or regulations established by Federal (including all applicable safety and performance standards of the National Electrical Code), State, and other governmental bodies. The customer proposing to install a net metering facility is responsible for conforming to all applicable laws, ordinances, rules, or regulations established by Federal, State, and other governmental bodies.

The Company will provide the screening of all interconnection applications and, if necessary, an interconnection study to determine the impact of the net metering facility on the Company's distribution system beyond the point of common coupling.

To assure that the safety, reliability, and power quality of the distribution system is not degraded by the interconnection of the net metering facility:

- (1) The net metering facility shall comply with these technical requirements.
- (2) Any new distribution system facilities, distribution system modifications, and/or modifications to the net metering facility identified by the interconnection study shall be completed prior to interconnection.
- (3) The net metering facility shall be operated and maintained as agreed upon by the parties.

(Cont'd on Sheet No. 41.4)

(Cont'd from Sheet No. 41.3)

Data for all major equipment proposed by the customer to satisfy the technical requirements must be submitted for review by the Company with the completed Interconnection Application. The use of pre-certified equipment will facilitate the Company's review. Pre-certified equipment has been tested and certified by recognized national testing laboratories (i.e., UL 1741) as suitable for interconnection with a distribution system based upon compliance with IEEE Standard 1547. Suitability for interconnection does not imply that pre-certified equipment may be interconnected without a study to determine system impact. The Company will endeavor to timely communicate the results of its review and study to the customer.

The interconnection system hardware and software design requirements in the technical requirements are intended to assure protection of the Company's distribution system. Any additional hardware and software necessary to protect equipment at the net metering facility is solely the responsibility of the customer to determine, design, and apply.

If an interconnection transformer is required, the transformer must comply with the applicable current ANSI Standard from the C57.12 series of standards that specifies the requirements for transformers. ANSI publications are available from the Sales Department, American National Standards Institute, 25 West 43rd Street, 4th Floor, New York, NY 10036 (<http://www.ansi.org/>). An interconnection transformer would typically be required when the voltage at the point of common coupling is greater than 480 volts and the customer's electrical system design dictates. If required, the cost and ownership of the interconnection transformer shall reside with the customer.

The transformer should have voltage taps on the high and/or low voltage windings sufficient to assure satisfactory generator operation over the range of voltage variation expected on the Company's distribution system. The customer needs to assure sufficient voltage regulation at its facility to maintain an acceptable voltage level for its equipment during such periods when its net metering facility is off line.

If a main circuit breaker (or circuit switcher) between the interconnection transformer and the Distribution System is required, the device must comply with the applicable current ANSI Standard from the C37 series of standards that specifies the requirements for circuit breakers, reclosers, and interrupting switches. An interconnection circuit breaker would typically be required when the voltage at the point of common coupling is greater than 480 volts and the customer's electrical system design dictates. If required, the cost and ownership of the interconnection circuit breaker shall reside with the customer.

Any circuit breaker (or circuit switcher) must have adequate interrupting capability for the maximum expected short circuit duty. The Company will provide information identifying the contribution from the electric system to faults at the proposed site.

(Cont'd on Sheet No. 41.5)

(Cont'd from Sheet No. 41.4)

A disconnecting device must be located at the point of common coupling for all interconnections. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by the Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with the customer.

The device must comply with the applicable current ANSI Standard from the C37 series of standards that specifies the requirements for circuit breakers, reclosers, and interrupting switches.

The closest available system voltage as well as equipment and operational constraints influence the chosen point of interconnection. The Company will consult with the customer to determine the acceptability of a particular interconnection point.

For situations where the customer's net metering facility will only be operated in parallel with the Company's distribution system for a short duration (less than 100 milliseconds), as in a make-before-break automatic transfer scheme, the requirements of IEEE 1547 do not apply except as noted in Clause 4.1.4.

The customer is responsible for operating the proposed net metering facility such that the voltage unbalance attributable to the net metering facility shall not exceed 2.5% at the point of common coupling. Voltage unbalance is the maximum phase deviation from average as specified in ANSI C84.1.

The Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these technical requirements.

The customer is responsible for establishing a program for and performing periodic scheduled maintenance on the net metering facility's interconnection system (relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. The Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon the Company's request, the Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.

The Company reserves the right, at the Company's expense, to install special test equipment as may be required to perform a disturbance analysis and monitor the operation and control of the net metering facility to evaluate the quality of power produced by the net metering facility.

## Bring Your Own Device (BYOD) Thermostat Demand-side Management Program

### Availability of Service.

Available on a voluntary basis for customers receiving residential electric service who desire to participate in a state-of-the art energydemand-side management program.

For non-owner occupied multi-family dwellings, the Company may require property owner authorization for customers to install the required smart, WiFi enabled load control equipment and, if necessary, auxiliary communicating devices such as remote sensors or additional control devices. Customers will not be eligible for this rider if the property owner does not allow installation of such equipment.

### Program Description.

To participate, customers must install program compliant smart, WiFi enabled load control equipment, connect that equipment to their home WiFi broadband internet connection, and maintain that connection with continuous operation and availability for the duration of the program annual operational period defined as May through September of each program year. All such devices shall be installed at a time that is consistent with the orderly and efficient deployment of this program. Customer load control equipment must comply with the Company's approved list of devices. Initially, the Company will determine and provide a program smart, or WiFi connected thermostat compliant list, but as technology, device capability, and the program's load management platform evolves, the Company may allow and provide for additional approved devices, where the program is eventually anticipated to accommodate a Bring Your Own Device (BYOD) load management capability. The Company may provide for and determine the appropriate level of customer equipment rebates, as needed and required, in order to facilitate customer installation and ownership of the required equipment as part of the Home Energy Management Program

The Company will utilize a load management software platform that will operate and control Customer load control devices primarily to reduce customer's demand and use. The Company's load management platform will primarily operate to optimize and/or reduce demand use through either peak period use load reduction management techniques or load shaping to achieve optimum and efficient Customer demand use of electricity.

Program demand reduction/load management activities can occur during coincident peak and non-coincident peak demand periods according to Company and PJM system load forecasting techniques. Coincident peak, non-coincident peak, and emergency demand reduction/load management activities will be coordinated during electric power system peak load periods determined according to both I&M system and PJM system requirements. The Company plans to utilize load management activities focused primarily on managing home temperature set points with consideration to minimize customer comfort impact during the period of peak demand load management activity. Peak and emergency conditions demand reduction activities will primarily focus on control of the central electric cooling/heat pump unit(s) during summer month peak demand periods. Peak period demand load control events can occur based on I&M and/or PJM system need, as determined by the Company

Peak period load management events shall curtail customer load based on system need, at the sole discretion of the Company, during the months of May through September and shall not exceed 15 events per year with no single event lasting more than six (6) consecutive hours and no more than one event per day.

The Company may communicate events to customers through the load management platform, via a smart phone application push notification, or via email or other electronic notification means. The customer may opt out of a Company planned load management event by providing the Company appropriate notice through the requisite and identified program opt out means of communication. The Company's load management software algorithm will facilitate and accept the temperature adjustment as an event opt-out- unless customer internet and WiFi connectivity issues inhibit such activity.

#### Load Management Credit.

Customers shall receive a monthly billing credit only for the number of peak period or emergency demand reduction events called and participated in per month for each central electric cooling/heat pump unit controlled during the billing months of May to September, up to a maximum of 15 events per year. Monthly billing credits will be calculated and applied to customer bills at \$2.40 per event called and participated in, subject to the annual 15 event maximum.

Customers that opt out of demand reduction events shall not be eligible for a billing credit for those events.

Customers shall not be eligible for load management credits if the Company's load management platform cannot manage customer loads during peak period events due to issues such as customer internet and/or WiFi outages or lack of connectivity.

The Company, at its sole discretion, reserves the right to remove enrolled customers from the program and their eligibility for bill credits under the program due to consistent and iterative opt out of demand response events but only if opt outs exceed fifty percent of the coincident peak period demand reduction events called during any annual program period. The Company shall provide billing credits proration up to and including events called and participated in by the Customer.

Such credit shall not reduce the customer's bill below the minimum charge as specified in the tariff under which the customer takes service.

#### Contract.

Participating customers must agree to participate for an initial period of one (1) year or one peak period season period (defined as May through September) as applicable and thereafter may discontinue participation by contacting the Company.

### Equipment.

The customer will furnish and install, smart, WiFi enabled and broadband internet connected load control equipment, and, if necessary, an auxiliary communicating device. All equipment will be owned and maintained by the customer, from installation, throughout program participation, and until such time as the Home Energy Management Program is discontinued or the customer requests to be removed from the program after completing the initial period set forth above. At that time, the Company will cease both its energy management and control of the program equipment, along with any auxiliary communicating devices, and the Load Management Credit provided for by the program.

Should the customer lose, damage, or not maintain the required WiFi and internet connectivity of the load control devices or auxiliary communicating equipment, the Company will contact the customer in an attempt to reinstate program required equipment functionality. If such attempts by the Company do not facilitate reinstatement of the program required functionality, the Company will remove the customer from the program and will cease the Load Management Credit. Customer will receive credits for any events called and participated in by the customer prior to removal from the program.

### Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.

The Company shall not be required to offer the program to customers who cannot maintain WiFi and internet connectivity for required functionality of the load control equipment, or if the continued operation of the program cannot be justified for reasons such as: customer preference, electric power market conditions, technological functionality and limitations, safety concerns, or abnormal customer premise conditions, including vacation or other limited occupancy residences.

The Company and its authorized agents shall confirm installation through WiFi and internet connectivity of the load control device(s). In the event full WiFi and internet connectivity is not available, the Company may require access to inspect the load control device(s) and/or provide the customer thirty (30) days to successfully restore or provide full WiFi and internet connectivity. Should full WiFi and internet connectivity not be available after 30 days, the customer will be promptly removed from the program and the Energy Management Credit discontinued until such time as the Company is able to gain the required access. The Company shall not be responsible for the repair, maintenance or replacement of any customer-owned equipment.

Customer-specific information within data collected during the course of this energy management and control program will be held as confidential and data presented in any analysis will protect the identity of the individual customer.

(Cont'd on Sheet No. 42.3)

## **Load Management Programs**

### **Availability of Service**

Available on a voluntary basis for qualifying customers with an AMI meter receiving residential electric service, subject to the enrollment caps listed below for each program. Customers that do not currently have an AMI meter may request one in order to participate in this tariff.

Customers are not eligible to take service under the Company's Residential Time of Day 2 tariff or Critical Peak Pricing tariff while enrolled and participating in any load management program offered under this Rider. Customers that enroll and participate in the AMI DLC load management programs are not eligible to enroll and participate in the Customer Engagement Demand Response Program for the same program year. Customers may enroll and participate in more than one AMI direct load control (DLC) load management program offered under this Rider but are not eligible to enroll and participate in the BYOD thermostat load management program for the same program year.

For non-owner occupied multi-family dwellings, the Company may require property owner authorization on behalf of customers for the Company or its authorized agents to install any of the required load control equipment and, if necessary, any required supplemental communication devices or auxiliary communicating devices such as remote sensors or additional control devices. Customers will not be eligible for this rider if the property owner does not allow installation of such equipment.

### **Program Option Descriptions**

#### **Home Energy Management – AMI HVAC Direct Load Control (DLC) Program**

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree, either in writing or via verbal recording, to allow the Company or its authorized agents to install, operate, and maintain the required load control switch at or near the customer's air conditioner or heat pump central unit(s). Qualified customers must also allow the Company or its authorized agents access, as required and appropriate, to such customer owned equipment for the purposes of program related installation, operation, maintenance, and data collection.

The Company plans to initially utilize an adaptive cycling strategy of the central electric cooling unit(s) during summer months, which can result in a 50% cycling strategy or higher but will be dependent upon an assessment of customer comfort impact. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort.

Enrollment maximum: 5,458 customers

(Cont'd on Sheet No. 42.4)

### **Residential AMI Electric Water Heat Direct Load Control Program**

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree to participate, either in writing or via verbal recording, in the AMI DLC Program to allow the Company or its authorized agents to install, operate, and maintain the required load control program switch at or near the customer's electric resistance element water heater unit(s). Qualified customers must also allow the Company or its authorized agent's access, as required and appropriate, to such customer owned equipment for the purposes of program related installation, operation, maintenance, and data collection.

The Company plans to initially allow qualified participating customers to choose one of three levels of electric hot water heater unit load management approach, Form 1, Form 2, or Form 3. Form 1 is minimally invasive to hot water control cycling strategy, Form 2 is moderately invasive hot water heater control cycling strategy, and Form 3 is the most invasive hot water heater control cycling strategy. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort, but with customer advance agreement.

Enrollment maximum: 1,738 customers

### **Residential Customer Engagement Demand Response Program**

This program requires customer self-action to manage their own end-use consumption during periods of peak usage notification from the Company.

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company. Qualified customers must agree to participate, either in writing or via verbal recording, in the Customer Engagement Demand Response Program.

Additional customer requirements:

- Have an active I&M AMI data portal account, or otherwise engaged through one of the AMI residential usage information offerings (e.g. Weekly AMI Report, or WAMI);
- Primary residence is located within I&M service territory;
  - Single family residence that is not electrically served and metered as part of a master metering arrangement;
  - Multi-family residence that is not electrically served and metered as part of a master metering arrangement.

(Cont'd on Sheet No. 42.5)

And, any of the following:

- Subscription to broadband internet services with a valid email address capable of receiving email demand response event notification;
- Smart cell phone with a valid email address capable of receiving email demand response event notification;
- Smart cell phone with an I&M app capable of receiving text and/or push demand response event notification;

Enrollment maximum: 63,289 customers.

Except for the Residential Customer Engagement Demand Response Program, the Company will utilize a load management software platform to operate and control enrolled load control devices primarily to reduce customer's demand and use. The Company's load management platform will primarily operate to optimize and/or reduce demand use through either peak period use load reduction management techniques or load shaping to achieve optimum and efficient Customer demand use of electricity.

Program demand reduction/load management activities can occur during coincident peak and non-coincident peak demand periods according to Company and PJM system load forecasting techniques. Coincident peak, non-coincident peak, and emergency demand reduction/load management activities will be coordinated during electric power system peak load periods determined according to both I&M system and PJM system requirements. The Company plans to utilize load management activities focused primarily on managing enrolled and active load control devices during peak and emergency conditions and will seek to minimize customer comfort impact during the period of peak demand load management activity to the extent practical. Peak period demand load control events can occur based on I&M and/or PJM system need, as determined by the Company

Peak period load management events shall curtail customer load based on system need, at the sole discretion of the Company, during the months of May through September and shall not exceed 15 events per year with no single event lasting more than six (6) consecutive hours and no more than one event per day.

The Company may communicate events to Customers through the program's load management platform, via a smart phone application push notification, or via email or other electronic notification means. The customer may opt out of a Company planned load management event by providing the Company appropriate notice through the requisite and identified program opt out means of communication.

(Cont'd on Sheet No. 42.6)

### Load Management Credit

Customers shall receive a monthly billing credit only for the number of peak period or emergency demand reduction events called and participated in per month for each load management device controlled during the billing months of May to September, up to a maximum of 15 events per year. Monthly billing credits will be calculated and applied to customer bills according to the Home Energy Management Load Management program enrolled in, per event called and participated in, subject to the annual 15 event maximum.

#### **Home Energy Management – AMI HVAC Direct Load Control (DLC) Program**

\$2.40 per load management event called and participated in, subject to the annual 15 event maximum. Customers that opt out of demand reduction events shall not be eligible for a billing credit for those events.

#### **Home Energy Management - AMI Electric Water Heat Direct Load Control Program**

\$0.80 (Form 1), \$1.00 (Form 2) or \$1.10 (Form 3) per load management event called and participated in, subject to the annual 15 event maximum. Credit is determined according to the demand reduction Form the customer enrolls in. Further information is available in the program requirements. Customers that opt out of demand reduction events shall not be eligible for a billing credit for those events.

#### **Home Energy Management - Customer Engagement Demand Response Program**

\$1.00 per kWh of verified reduced energy consumption per load management event called and participated in, subject to the annual 15 event maximum.

If the customer does not reduce load as determined by the Company based on their hourly event usage measured at the AMI electric meter for the premise enrolled in this Program, that customer will be considered as opt out of the load control event and therefore will not be paid a demand response event bill credit.

The Company, at its sole discretion, reserves the right to remove enrolled customers from the program, along with their eligibility for bill credits under the program, due to consistent and iterative opt out of demand response events but only if opt outs exceed fifty percent of the peak period demand reduction events called during a program year. The Company shall provide billing credits proration up to and including events called and participated in by the Customer.

Such credit shall not reduce the customer's bill below the minimum charge as specified in the tariff under which the customer takes service.

(Cont'd on Sheet No. 42.7)

Contract

Participating customers must agree to participate for a period of two (2) years or two peak period season periods (defined as May through September) as applicable and thereafter may discontinue participation by contacting the Company.

Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.

Customer-specific information within data collected during the course of implementation for any of the load management programs offered under this tariff will be held as confidential and data presented in any analysis will protect the identity of the individual customer.

### Availability of Service

Available on a voluntary basis to customers taking firm service from the Company under Tariffs G.S., G.S.-TOD, ~~L.G.S.-TOD, L.G.S.,~~ L.G.S.-TOD2, I.P., C.S.-IRP2, M.S., W.S.S., or E.H.G. who meet the load management program requirements under this~~have the ability to reduce consumption under the provisions of this~~ rider. The Company's Work Energy Management (W.E.M.) program provides participating customers an opportunity to ~~voluntarily~~ respond voluntarily to locational marginal prices (LMP) by reducing consumption and receiving payment for such reduction during ~~these~~ times of peak period consumption or high location marinal price (LMP) cost, according to the load management program enrolled in under this rider~~when LMP prices are high.~~

Depending upon the program enrolled in under this rider, ~~f~~For non-owner occupied commercial and industrial buildings, the Company may require customers to obtain permission from the building owner to install the required load control equipment and, if necessary, any required supplemental communication devices or auxiliary communicating devices such as remote sensors or additional control devices. Customers will not be eligible for this rider if the owner does not allow installation of such equipment or does not agree to program terms and requirements through a contractual agreement.

Customers participating in this rider are not eligible for enrollment in any other Company or PJM Interconnection, L.L.C. RTO (PJM) demand response program or peak period pricing tariff. Notwithstanding anything to the contrary in Rider D.R.S.1, customers currently served under Rider D.R.S.1 will be eligible to switch to service under Rider W.E.M. once their registration with PJM under Rider D.R.S.1 expires on May 31 of a given year, provided the customer provides written notice to the Company by May 1 of that year. This provision does not address the enforceability of any additional contractual obligation the customer may have to a Curtailment Service Provider (CSP) if the customer has elected to use the services of a CSP under Rider D.R.S.1.

### Conditions of Service

- (1) The Company reserves the right to make changes to this rider in order to continue effective program operation.
- (2) An intervalAMI meter is required. ~~The Company will provide this meter as part of the program to for~~ eligibility of programs under this rider-qualifying participants.
- (3) The Company will inform the participant regarding the communication process and timing required to participate in this program and rider. The customer is ultimately responsible for receiving and acting upon notifications as part of this program and rider.
- (4) Participants shall not receive credit for any curtailment periods to the extent that the customer's program managed load is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment force majeure, strike, economic conditions, or any event other than the Company's program that causes the customer's energy consumption to fall outside of that considered normal operating conditions.

(Cont'd on Sheet No. 43.1)

(Cont'd from Sheet No. 43)

Program Description Load Management Option Terms

According to the load management program enrolled in under this rider, tTo participate, customers, or their authorized agents, must allow the Company and its authorized agents to install program compliant load control equipment as necessary and appropriate, or to electronically connect and electronically communicate to program compliant customer-owned systems and devices through the customer's internet connection. Customer shall allow the Company ant its authorized agents to, connect that equipment to Company owned communication equipment, and maintain both the load control equipment and associated communication equipment connections for the duration of the program. Also, if necessary, and appropriate, the customer must allow the Company to install any program required auxiliary communicating devices to further facilitate the program's management and control of certain customer loads and/or customer sited electric power supply equipment as deemed necessary and appropriate for program operation. The program will initially, but not exclusively, focus on the customer's end-use lighting and HVAC unit(s) loads for program remote control and management.

Load control equipment available to participate in the program will be jointly determined and agreed upon by the Company, the Company's authorized agents and the customer. All such devices shall be installed at a time that is consistent with the orderly and efficient deployment of this program. The load control equipment must comply with the Company's approved list of devices. The customer must allow the Company to interface both through software algorithms and hardware devices to existing customer end-use load and communication equipment. The Company and its authorized agents may perform an initial site survey in order to fully determine and assess the viability of customer end use load and electric energy usage and consumption patterns to validate customer participation and program effectiveness. The Company and its authorized agents will maintain any Company owned program equipment installed on customer premises for the duration of the customer's participation of the program.

At its option, according to the load management program offered under this rider, tThe Company and its authorized agent will provide customer access and use of program energy management and control software for the duration of the customer's participation in the program.

**Small Business AMI Direct Load Control (DLC) Program**

To participate, customers must meet program specific qualification criteria as stated in program specific requirement documents as provided by the Company and must have an electric account under an eligible tariff with an AMI meter installed by the Company at the premise in which the load management device is used and active. Customers must agree to install program compliant WiFi enabled load control equipment and/or energy management system(s), connect that equipment and system(s) to their WiFi broadband internet connection, and maintain that connection with continuous operation and availability for the duration of the program annual operational period defined as May through September of each program year. All such devices shall be installed at a time that is consistent with the orderly and efficient deployment of this program. Customer owned devices must comply with the Company's approved list of devices.

(Cont'd on Sheet No. 43.2)

(Cont'd from Sheet No. 43.1)

Initially, the Company will determine and provide a program WiFi connected energy management system and device compliant list, but as technology, device capability, and the program's load management platform evolves, the Company may allow and provide for additional approved devices. The Company may provide for and determine the appropriate level of customer equipment rebates, as needed and required, in order to facilitate customer installation and ownership of the required equipment as part of this load management program.

For thermostat device control, the Company plans to initially utilize a pre-cooling and 2 or 4 degree temperature setback cycling strategy of the central electric cooling unit(s) during summer months. Other cycling strategies may be employed and evaluated to determine the strategy that optimizes load reduction without significantly affecting customer comfort.

The Company will arrange for its preferred Program business partner DLC measures and EMS to be made available for installation and customer ownership as a Program incentive. I&M will also arrange and provide for Program measures and systems to be installed as part of the Program. Customers will own all Program measures and systems once provided by the Program, and will continue ownership, responsibility for future maintenance, and program compliance after the Program concludes. After Program completion, Program customers must agree to continue participation in the Company's Work Energy Management tariff demand response offering for a minimum of two (2) summer cooling seasons.

#### **Small Business Direct Load Control Program Eligibility**

Small business customers with at least one existing and operational central air conditioning and/or heat pump units located at the same commercial business property that are identified and qualified as meeting the following criteria:

- A maximum of 40 kW in monthly peak demand usage as measured by the Company's electric meter;
- An AMI meter and telecommunication system installed by I&M sufficient to support the technology needs of this program;
- At least one HVAC equipment measure available for demand response control through wireless, remote capability including:
  - Compliant Wi-Fi connected thermostats in which the Customer allows the Company to vary the air conditioner compressor motor or heat pump compressor motor run time for demand response events;

(Cont'd on Sheet No. 43.3)

(Cont'd from Sheet No. 43.2)

- o Compliant Wi-Fi connected variable control air flow motors with carbon dioxide (CO<sub>2</sub>) or occupancy sensors that the Customer allows the Company to vary for demand response events;
- Customer-owned broadband internet services;
- Customer-owned and program compliant remote control energy management system (EMS) and/or remote, electronic means of access to program controlled DR measures such as through a program compliant thermostat manufacturer API arrangement.
  - o Customer-owned Company business partner EMS DR measure and equipment system preferred
- Commercial business hours of operation identified as overlapping with typical Company and PJM summer cooling season peak periods (e.g. weekday, noon to 8 pm) where high probability exists for HVAC system typical operation.

#### **Small Business Direct Load Control Program Load Management Events**

Load management (i.e. peak reduction, non-emergency) events will be called at the discretion of the Company, with up to 15 events per year. Emergency events will be at the discretion of PJM as defined in PJM Manual 13 – Emergency Operations, with up to 10 events per PJM planning year.

#### **Small Business Direct Load Control Program Equipment**

The Customer will furnish and install program compliant WiFi enabled and broadband internet connected load control energy management system(s) and equipment, and, if necessary, an auxiliary communicating device. All equipment will be owned and maintained by the customer, from installation, throughout program participation, and until such time as this program is discontinued or the customer requests to be removed from the program after completing the initial period set forth above. At that time, the Company will cease both its energy management and control of the program equipment, along with any auxiliary communicating devices, and the Load Management Credit provided for by the program.

Should the customer lose, damage, or not maintain the required WiFi and internet connectivity of the load control devices or auxiliary communicating equipment, the Company will contact the customer in an attempt to reinstate program required equipment functionality. If such attempts by the Company do not facilitate reinstatement of the program required functionality, the Company will remove the customer from the program and will cease the Load Management Credit. Customer will receive credits for any events called and participated in by the customer prior to removal from the program.

The Company shall not be required to offer the program to customers who cannot maintain WiFi and internet connectivity for required functionality of the load control equipment, or if the continued operation of the program cannot be justified for reasons such as: customer preference, electric power market conditions, technological functionality and limitations, safety concerns, or abnormal customer premise conditions, including any limited business operation premises.

(Cont'd from Sheet No. 43.4)

(Cont'd from Sheet No. 43.3)

The Company and its authorized agents shall confirm installation through WiFi and internet connectivity of the load control device(s). In the event full WiFi and internet connectivity is not available, the Company may require access to inspect the load control device(s) and/or provide the customer thirty (30) days to successfully restore or provide full WiFi and internet connectivity. Should full WiFi and internet connectivity not be available after 30 days, the customer will be promptly removed from the program and the Load Management Credit discontinued until such time as the Company is able to gain the required access. The Company shall not be responsible for the repair, maintenance or replacement of any customer-owned equipment.

Enrollment Maximum: 959

#### **Small Business Direct Load Control Program Load Management Credit**

\$2.40 per event called and participated in during the summer months of May, June, July, August and September for each air-conditioning/heat pump unit/variable air flow motor participating in the called events. In the case where a customer has two or more HVAC units, or measures, participating in an event, the customer will receive a bill credit, as described above, for each HVAC unit or measures completing the participation in the event.

#### **Non-Small Business Direct Load Control Program Load Management**

The Company will utilize an Company owned, managed, and operated energy management software platform that will operate and control customer load control devices to reduce customer's demand and energy use. The Company's energy management platform ~~will~~may operate to optimize energy use through load shaping to achieve optimum and efficient customer use of electricity. Energy reductions will be coordinated during electric power system peak load periods determined at the sole discretion of the Company. Non-emergency energy management events can occur for up to 800 hours per year with no single event lasting more than six (6) consecutive hours. The Company plans to initially target energy management events for up to 487 hours per year but reserves the right to undertake energy management events up to 800 hours per year according to, and appropriate for, individual Customer load profiles and business operating conditions and requirements. The Company and its authorized agent may utilize a load shaping strategy; however, other strategies may be employed and evaluated to determine the strategy that optimizes energy reduction without significantly affecting predetermined customer business preferences, operating conditions, and requirements.

(Cont'd on Sheet No. 43.5)

(Cont'd from Sheet No. 43.4)

Energy management events will be called according to and in alignment with predetermined customer preferences and business requirements. Non-emergency energy management events shall not exceed 800 hours per year and depend upon individual customer load profile and energy use footprint.

The customer may opt out of a non-emergency energy management event through the program energy management system software platform or by contacting the Company and/or its authorized agent personnel. The Company's energy management software algorithm will facilitate and accept the event opt out. The Company will communicate events to customers through the energy management platform and via other means required by the customer. The method of event notification may change as determined by the Company and in conjunction with customers, to email or other electronic notification means.

#### Non-Small Business Direct Load Control Program Load Management Credit

Customers will only receive either a monthly or annual payment, as mutually agreed upon by each customer and the Company, based on the Hourly Curtailed Energy and 90% of the applicable LMP (Day-Ahead) established by PJM (including congestion and marginal losses) . Energy Management Credits will vary based on market hourly energy prices and program effectiveness as determined by the Company and its authorized agent. No payment will be made to customers who opt out of energy management activity for the period of time that the customer opted out for. The Company may assess a penalty to customers who opt out of Company determined system emergency conditions at a penalty rate consistent with and based upon the Company's cost to provide such opt out energy during emergency conditions.

#### Non-Small Business Direct Load Control Program Load Management Equipment

The Company, and its authorized agent, will furnish and install load control equipment, and, as necessary, auxiliary communicating devices at the customer's premise. All equipment will be owned and maintained by the Company and its authorized agent until such time as the Work Energy Management Program is discontinued or the customer requests to be removed from the program after completing the initial period of three (3) years. At that time, the Company will cease both its energy management and control of the load control equipment and any auxiliary communicating devices, remove Company owned program equipment, and cease annual customer incentives paid by the program.

Should the customer lose, damage, or not allow the Company and its authorize agent to operate and maintain the required load control devices and auxiliary communicating equipment, the Company and its authorized agent will contact the customer in an attempt to re-instate program required equipment functionality. If such attempts by the Company do not facilitate reinstating the program required functionality, the Company will remove the customer from the program, remove Company owned equipment, and will cease the program customer incentive payments.

(Cont'd on Sheet No. 43.6)

(Cont'd from Sheet No. 43.5)

**Non-Small Business Direct Load Control Program Load Management Contract**

Participating customers must agree to participate for an initial period of not less than three (3) years and shall remain a participant thereafter until either party gives at least six months' written notice to the other of the intention to discontinue participation under the terms of this rider.

Non-Small Business Direct Load Control Program Load Management Curtailed Energy

For each curtailment period, Curtailed Energy shall be defined as the difference between the customer's Customer Baseline Load (CBL) calculation and the customer's actual energy used during each hour of the curtailment period.

Customer Baseline Load Calculation

The Company will utilize the energy management platform data and Company billing system data to determine a Customer Baseline Load (CBL) for each hour corresponding to each curtailment event hour in order to determine the amount of energy reduced for Energy Management Credit purposes. The CBL shall accurately reflect the customer's normal consumption profile, to the extent possible. The Company will provide to each WEM program customer how the CBL is determined.

Special Terms and Conditions

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.

The Company shall not be required to offer the program to customers when the Company and its authorized agent cannot maintain the required functionality of the load control equipment, or if the continued operation of the program cannot be justified for reasons such as: customer preference, electric power market conditions, technological functionality and limitations, safety concerns, or abnormal customer premise conditions, including vacation or other limited occupancy residences.

The Company and its authorized agents shall be permitted access to the customer's premises during normal business hours to confirm installation and connectivity of the load control device(s). In the event the Company requires access to load control device(s), and the customer does not provide such access within 30 days of the request, the Company may discontinue the Energy Management Credit until such time as the Company is able to gain the required access. The Company shall not be responsible for the repair, maintenance or replacement of any customer-owned equipment.

The Company will collect data during the course of this energy management and control program. Customer-specific information will be held as confidential and data presented in any analysis will protect the identity of the individual customer.

(Cont'd from Sheet No. 43.6)

#### Energy Management Credit

~~Customers will only receive either a monthly or annual payment, as mutually agreed upon by each customer and the Company, based on the Hourly Curtailed Energy and 90% of the applicable LMP (Day-Ahead) established by PJM (including congestion and marginal losses). Energy Management Credits will vary based on market hourly energy prices and program effectiveness as determined by the Company and its authorized agent. No payment will be made to customers who opt out of energy management activity for the period of time that the customer opted out for. The Company may assess a penalty to customers who opt out of Company determined system emergency conditions at a penalty rate consistent with and based upon the Company's cost to provide such opt-out energy during emergency conditions.~~

#### Equipment

~~The Company, and its authorized agent, will furnish and install load control equipment, and, as necessary, auxiliary communicating devices at the customer's premise. All equipment will be owned and maintained by the Company and its authorized agent until such time as the Work Energy Management Program is discontinued or the customer requests to be removed from the program after completing the initial period of three (3) years. At that time, the Company will cease both its energy management and control of the load control equipment and any auxiliary communicating devices, remove Company owned program equipment, and cease annual customer incentives paid by the program.~~

~~Should the customer lose, damage, or not allow the Company and its authorized agent to operate and maintain the required load control devices and auxiliary communicating equipment, the Company and its authorized agent will contact the customer in an attempt to re-instate program required equipment functionality. If such attempts by the Company do not facilitate reinstating the program required functionality, the Company will remove the customer from the program, remove Company owned equipment, and will cease the program customer incentive payments.~~

#### Contract

~~Participating customers must agree to participate for an initial period of not less than three (3) years and shall remain a participant thereafter until either party gives at least six months' written notice to the other of the intention to discontinue participation under the terms of this rider.~~

#### Curtailed Energy

~~For each curtailment period, Curtailed Energy shall be defined as the difference between the customer's Customer Baseline Load (CBL) calculation and the customer's actual energy used during each hour of the curtailment period.~~

(Cont'd on Sheet No. 40.3)

(Cont'd from Sheet No. 40.2)

Customer Baseline Load Calculation

~~\_\_\_\_\_ The Company will utilize the energy management platform data and Company billing system data to determine a Customer Baseline Load (CBL) for each hour corresponding to each curtailment event hour in order to determine the amount of energy reduced for Energy Management Credit purposes. The CBL shall accurately reflect the customer's normal consumption profile, to the extent possible. The Company will provide to each WEM program customer how the CBL is determined.~~

Special Terms and Conditions

~~This rider is subject to the Company's Terms and Conditions of Service and all provisions of the tariff under which the customer takes service, including all payment provisions.~~

~~The Company shall not be required to offer the program to customers when the Company and its authorized agent cannot maintain the required functionality of the load control equipment, or if the continued operation of the program cannot be justified for reasons such as: customer preference, electric power market conditions, technological functionality and limitations, safety concerns, or abnormal customer premise conditions, including vacation or other limited occupancy residences.~~

~~The Company and its authorized agents shall be permitted access to the customer's premises during normal business hours to confirm installation and connectivity of the load control device(s). In the event the Company requires access to load control device(s), and the customer does not provide such access within 30 days of the request, the Company may discontinue the Energy Management Credit until such time as the Company is able to gain the required access. The Company shall not be responsible for the repair, maintenance or replacement of any customer-owned equipment.~~

~~The Company will collect data during the course of this energy management and control program. Customer-specific information will be held as confidential and data presented in any analysis will protect the identity of the individual customer.~~

Commission-approved surcharges and rate adjustments applicable to standard service customers:

Applicable Surcharges and Rate Adjustments	Sheet No.
Demand-Side Management / Energy Efficiency Program Cost Rider	<u>4543</u>
Fuel Cost Adjustment Rider	<u>4644</u>
Environmental Cost Rider	<u>4745</u>
Off-System Sales Margin Sharing / PJM Cost Rider	<u>4846</u>
Life Cycle Management Rider	<u>4947</u>
Resource Adequacy Rider	<u>5048</u>
Phase-In Rate Adjustment	<u>5149</u>
<u>Renewable Projects</u> <del>Solar Power</del> Rider	<u>5250</u>
<u>AMI Cost Rider</u>	<u>53</u>
<u>TAX Rider</u>	<u>54</u>

Demand-side Management / Energy Efficiency Program Cost Rider (DSM/EE) surcharge allows the Company to recover costs associated with the Company's DSM/EE Program costs approved by the Commission. All customer bills subject to the provisions of this rider shall be adjusted by the Demand-Side Management/Energy Efficiency Program Cost Rider adjustment factor per Billing Month as follows:

	Non-Opt Out Customers (Group N)	Pre 2021 Opt Out Customers (Group H and Group C)	2021 Opt Out Customers (Group F)
Tariff Class	¢/kWh	¢/kWh	¢/kWh
RS, RS-TOD, RS-TOD2 <sub>1</sub> <del>and RS-OPES, RSD, and RS-PEV and RS-CPP</del>	<u>x.xxxx</u>	<u>N / A</u>	<u>N / A</u>
GS (Excluding Unmetered), GS-TOD, GS-TOD2, GS-PEV, <u>GS-CPP, LGS-TOD, IS<sub>1</sub> and EHG<sub>1</sub>, MS, WSS, SLS, ECLS, SLC, SLCM and FW-SL</u>	<u>x.xxxx</u>	<u>x.xxxx</u>	<u>x.xxxx</u>
<u>LGS, LGS-TOD, MS, WSS and SLS, ECLS, SLC, SLCM and FW-SL</u>	<u>0.1274</u>	<u>-0.0011</u>	<u>0.0011</u>
IP, CS-IRP2	<u>x.xxxx</u>	<u>x.xxxx</u>	<u>x.xxxx</u>

(Cont'd on Sheet No. 45.1)

(Cont'd from Sheet No. 45)

OPT-OUT OPTION FOR QUALIFYING COMMERCIAL AND INDUSTRIAL CUSTOMERS

A. Definitions

The following definitions are applicable to the opt-out provisions of Demand-Side Management/Energy Efficiency Program Cost Rider only:

- Single Site:* A Single Site shall be defined as contiguous property unless aggregation of multiple delivery points is specifically permitted under the applicable approved Rate Schedule as of April 1, 2014.
- Qualifying Customer:* A customer that receives electric service under an approved Rate Schedule at a Single Site constituting more than one megawatt of electric capacity.
- Qualifying Load:* A Single Site with at least one meter constituting more than one megawatt of electric capacity for any one billing period within the previous 12 months prior to the Qualifying Customer's opt out notification to the Company. Such demand shall be measured with a demand meter.
- Energy Efficiency Program:* Commission approved energy efficiency program applicable to the approved Rate Schedule of a Qualifying Customer.
- Energy Efficiency Program Costs:* Costs recovered under this Rider, including program costs, net lost revenues and incentives, and reconciliation of applicable costs as approved by the Commission.

(Cont'd on Sheet No. 45.2)

(Cont'd from Sheet No. 45.1)

B. Opt Out Option for Qualifying Customers

A Qualifying Customer may elect to opt out of participation in the Company's Energy Efficiency Program for Qualifying Load. If a customer has a Single Site with Qualifying Load, it may opt out all accounts 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. Once a customer is determined to be a Qualifying Customer, the Company will not revoke the Qualifying Customer's qualification at a later date. For customers that are billed on a MVA and not on MW basis, I&M will use 1MVA as an equivalent for 1 MW to determine if the status of a Qualifying Customer.

New customers that do not sign a demand contract will need to have and demonstrate Qualifying Load in order to qualify consistent with the Notification and Effective Date provisions below. New customers signing a demand contract with Qualifying Load may complete the form to opt out of the program immediately. New customers who qualify (Group C) will initially be billed at a DSM/EE adjustment factor of 0.0000¢ per kWh, subject to modification in future proceedings.

C. Notification and Effective Date

A customer seeking to opt out of the Company's Energy Efficiency Program shall provide written notice of its desire to opt out to the Company. If not done at the initial notice of opt out, the customer shall fill out the appropriate form as requested by the Company to complete the registration of the accounts subject to the opt out request, the notice date of the customer's opt out will be the date of its initial notice. A Qualifying Customer that notifies the Company on or before June 1, 2014 of its decision to opt out of participation in the Company's Energy Efficiency Program will be exempted from the Energy Efficiency Program effective the first billing date in July 2014. A Qualifying Customer that notifies the Company of its decision to opt out of participation in the Company's Energy Efficiency Program after June 1, 2014 but on or before November 15, 2014 of its intention to opt out of participation in the Energy Efficiency Program shall have an opt out effective date of January 1, 2015. Thereafter, a Qualifying Customer must provide notice to the Company of its intention to opt out of participation in the Company's Energy Efficiency Program by November 15 to opt out effective January 1 of the following calendar year. A customer does not need to opt out each year. All Qualifying Customers providing notice under this section shall be subject to the recovery of Energy Efficiency Program Costs as described below.

D. Energy Efficiency Program Costs

Qualifying Customers 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 such costs are included in the Energy Efficiency Program for recovery. Such costs may include costs related to evaluation, measurement and verification ("EM&V") required to be conducted after a Qualifying Customer opts out on projects completed under an Energy Efficiency Program while the Qualifying 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 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.

(Cont'd on Sheet No. 45.3)

(Cont'd from Sheet No. 45.2)

E. Opt Out DSM/EE Factor

A separate Opt Out Energy Efficiency Program Factor will be calculated and made applicable to Qualifying Customers electing to opt out of participation in the Company's Energy Efficiency Program. The Opt Out Factor will be calculated to recover only applicable Energy Efficiency Program Costs. Any over- or under- recovery of costs for the time period during which the Qualifying Customer was participating in Energy Efficiency Programs shall be captured by the reconciliation and recovered or refunded to the Qualifying Customer through the reconciliation factor of the Opt Out Factor. Specifically,

- (1) For the period of January 1, 2015 through December 31, 2015, a Qualifying Customer that opts out of participation effective July 1, 2014 will pay:
  - (a) Program Reconciliation costs including Shared Savings (if applicable) for January 2013 through June 2014;
  - (b) Lost Revenue Projections for July 2014 through December 2015 (which include all lost revenues to be collected during the period) for measures installed while the Qualifying Customer was participating in the Energy Efficiency Program;
  - (c) Lost Revenue Reconciliation from January 2013 through June 2014;

In 2016, and the years after, the factor will be updated for any remaining EM&V costs and to reconcile and forecast any remaining net lost revenues.

- (2) For the period of January 1, 2015 through December 31, 2015, a Qualifying Customer that opts out of participation effective January 1, 2015 will pay:
  - (a) Program Reconciliation costs including Shared Savings (if applicable) for January 2013 through December 2014;
  - (b) Program Costs Forecast including Shared Savings (if applicable) for July –December 2014;
  - (c) Lost Revenue Projections for July 2014 through December 2015 (which include all lost revenues to be collected during the period) for measures installed while the Qualifying Customer was participating in the Energy Efficiency Program;
  - (d) Lost Revenue Reconciliation from January 2013 through June 2014;

In 2016, and the years after, the factor will be updated for any remaining EM&V costs and to reconcile and forecast any remaining Net Lost Revenues.

- (3) A Qualifying Customer that opts out of participation effective January 1 of any subsequent year (beyond 2015) will pay:
  - (a) Outstanding Program Reconciliation costs including Shared Savings (if applicable);
  - (b) Program Costs Forecast including Shared Savings (if applicable) for the prior July – December period;
  - (c) Lost Revenue Projections for the July of the opting out year through December of the following year (which include all lost revenues to be collected during the period) for measures installed while the Qualifying Customer was participating in the Energy Efficiency Program;
  - (d) Lost Revenue Reconciliation from January of the calendar year prior to opting out through June of the effective opt out year.

(Cont'd on Sheet No. 45.4)

(Cont'd from Sheet No. 45.3)

In subsequent years beyond the effective opt out year, and the years after, the factor will be updated for any remaining EM&V costs and to reconcile and forecast any remaining Net Lost Revenues.

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.

F. Opt-In

A Qualifying Customer may opt back in to participation in the Company's Energy Efficiency Program by providing notice by November 15 of the year prior to its requested opt in date. If not done at the initial notice to opt-in, the customer shall fill out the appropriate form as requested by the Company to complete the registration of the accounts subject to the opt-in request. The opt in shall be effective January 1 of the year following the notice. If a Qualifying Customer opts back in to participation in the Company's Energy Efficiency Program, such Qualifying Customer must be requalified to opt out again. If a Qualifying Customer opts back in to participation in the Company's Energy Efficiency Program, that Qualifying Customer must participate in the associated Energy Efficiency Program for at least three years, and may only opt out effective January 1 of the year following the third year of participation. A Qualifying Customer may elect to opt out again before the end of the three year period, but, in such event, remains liable for, and must continue to pay the Demand-Side Management/Energy Efficiency Program Cost Rider as if it were still participating in the Company's Energy Efficiency Program for the remainder of the three year period. If a Qualifying Customer elects to opt back out after the three year period, that Qualifying Customer shall be responsible for Demand-Side Management/Energy Efficiency Program Costs in the same manner as other customers who have opted out consistent with the provisions contained herein.

The energy charges set forth in all rate schedules and those energy charges that are either included in the capacity or demand charges of such rate schedules or in the minimum billings under such rate schedules shall be increased or decreased, to the nearest 0.001 mill (\$.000001) per kWh, in accordance with the following adjustment factor:

$$\text{Adjustment Factor} = \frac{F}{S} - \$ \frac{0.0131100 - 0.012989}{S} \text{ per kWh}$$

where:

1. "F" is the estimated expense of fuel based on a six-month average cost beginning with the month immediately following the current billing cycle month and consisting of the following costs:
  - (a) the average cost of fossil and nuclear fuel consumed in the Company's own plants, such cost being only those items listed in Account 151 and Account 518 (exclusive of spent nuclear fuel disposal costs which will be determined as specified in (e) below), respectively, of the Federal Energy Regulatory Commission's Uniform System of Accounts for Class A and B Public Utilities and Licensees;
  - (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
  - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than the Company's fuel cost of replacement net generation from its own system at that time; less
  - (d) the cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to unit power sales, economy energy sales, and other energy sold on an economic dispatch basis;
  - (e) the total Company amounts of spent nuclear fuel disposal costs as determined in I.U.R.C. Cause No. 45235.
  - (f) wind related cost approved by the Commission for recovery within this rider,
  - (g) other revenues or costs approved by the Commission for recovery

(Cont'd on Sheet 46.1)

(Cont'd from Sheet 46)

2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "F", consisting of the net sum in kilowatt-hours of:
- (a) net generation
  - (b) purchases
  - (c) interchange-in, less
  - (d) intersystem sales
  - (e) energy losses and Company use

The adjustment factor as computed above shall be further modified to allow the recovery of utility receipts taxes and other similar revenue based tax charges occasioned by the fuel cost adjustment revenues.

The fuel cost charge shall be further modified to reflect the difference between incremental fuel cost billed and incremental fuel cost actually experienced not less than during the latest six calendar months for which actual fuel costs were available at the time of the filing of the application for a change in the fuel cost charge.

The adjustment factor as calculated above will be applied to all billing kilowatt-hours for those tariffs which have as part of their tariff a fuel cost adjustment. This would include any other revenues or costs approved to be included in this rider that are not part of the F/S calculation as described above.

Adjustment factors to be applied to the following billing cycle month:

<del>October 2020 through March 2021</del>	<del>(\$0.004849)/kWh</del>	
<del>April 2021 through September 2021</del>	<del>(\$0.001833)/kWh</del>	
<u>October 2021 through March 2022</u>	<u>\$x.xxxxx/kWh</u>	<u>Rates to be determined in</u>
<u>April 2022 through September 2022</u>	<u>\$x.xxxxx/kWh</u>	<u>Semi-Annual FAC filings.</u>

The Environmental Cost Rider (ECR) surcharge allows the Company to recover environmental related costs including investments in clean coal technology projects including consumable products and state and federal emission allowances approved by the Commission. All customer bills subject to the provisions of this rider shall be adjusted by the ECR per billing kWh and kW ~~or kVA~~ as follows:

Tariff Class	¢/kWh	\$/kW <del>or</del> \$/kVA
<del>RS, RS-TOD, RS-TOD2, -and-RS-OPES, RSD, RS-PEV and RS-CPP</del>	<u>x.xxxx</u>	--
<del>GS (up to 4,500 kWh), GS-TOD and GS-TOD2</del>	<u>x.xxxx</u>	--
<del>GS (over 4,500 kWh) LGS and LGS-TOD</del>	<u>x.xxxx</u>	--
<del>GS (over 10 kW) and LGS - TOD</del>	--	<u>x.xxxx</u>
<del>LGS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</del>	<u>x.xxxx</u>	--
IP and CS-IRP2	<u>x.xxxx</u>	<u>x.xxxx</u>
MS	<u>x.xxxx</u>	--
WSS	<u>x.xxxx</u>	--
IS	<u>x.xxxx</u>	--
EHG	<u>x.xxxx</u>	<u>x.xxxx</u>
OL	<u>x.xxxx</u>	--
SLS, ECLS, SLC, SLCM AND FW-SL	<u>x.xxxx</u>	--

This rider combines Off-System Sales Margin Sharing with PJM Costs (OSS / PJM Cost Rider). The OSS / PJM Cost Rider allows the Company to share wholesale margins related to Indiana retail electric service with customers while recovering costs associated with mandated participation in a regional transmission organization. ~~Beginning June 1, 2020, I&M's Indiana jurisdictional OSS margins are reduced by \$17.4 million annually, for capacity excluded from base rates.~~ All customer bills subject to the provisions of this rider shall be adjusted by the OSS / PJM Cost Rider adjustment factor per billing kWh and kW ~~or kVA~~ as follows:

Tariff Class	¢/kWh	\$/kW <del>or \$/kVa</del>
<del>RS, RS-TOD, RS-TOD2, and RS-OPES, RSD, RS-PEV and RS-CPP</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (up to 4,500 kWh), GS-TOD and GS-TOD2</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (over 4,500 kWh) LGS and LGS-TOD</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (over 10 kW) and LGS - TOD</del>	<del>--</del>	<del>X.XXXX</del>
<del>LGS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</del>	<del>X.XXXX</del>	<del>--</del>
IP and CS-IRP2	X.XXXX	X.XXXX
MS	X.XXXX	--
WSS	X.XXXX	--
IS	X.XXXX	--
EHG	X.XXXX	X.XXXX
OL	X.XXXX	--
SLS, ECLS, SLC, SLCM and FW-SL	X.XXXX	--

**LIFE CYCLE MANAGEMENT RIDER (LCMR)**

The Life Cycle Management Rider (LCMR) allows the Company to recover costs associated with the D.C. Cook Nuclear Plant so that it can continue to operate reliably through the plant's current operating license. All customer bills subject to the provisions of this rider shall be adjusted by the LCMR per kWh or kW charges as follows:

Tariff Class	¢/kWh	\$/kW or \$/kVA
<del>RS, RS-TOD, RS-TOD2, and RS-OPES, RSD, and RS-PEV and RS-CPP</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (up to 4,500 kWh) GS-TOD, GS-TOD2 and GS-PEV</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (over 4,500 kWh) LGS and LGS-TOD</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (over 10 kW) and LGS - TOD</del>	<del>--</del>	<del>X.XXXX</del>
<del>LGS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</del>	<del>X.XXXX</del>	<del>--</del>
IP and CS-IRP2	X.XXXX	X.XXXX
MS	X.XXXX	--
WSS	X.XXXX	--
IS	X.XXXX	--
EHG	X.XXXX	X.XXXX
OL	X.XXXX	--
SLS, ECLS, SLC, SLCM AND FW-SL	X.XXXX	--

The Resource Adequacy Rider (RAR) allows the Company to recover costs associated with incremental changes in the Company's purchased power capacity costs. This rider also allows customers to benefit from sales of capacity related to Indiana retail service that may occur in the future. ~~Beginning June 1, 2020, I&M's Indiana jurisdictional capacity sales revenues are reduced by \$7.5 million annually, for capacity excluded from base rates.~~ All customer bills subject to the provisions of this rider shall be adjusted by the (RAR) per billing kWh and kW ~~or kVA~~ charges as follows:

Tariff Class	¢/kWh	\$/kW <del>or \$/kVA</del>
RS, RS-TOD, RS-TOD2 and RS-OPES, RSD <del>and</del> RS-PEV <del>and RS-CPP</del>	<del>x.xxxx</del>	--
<del>GS (up to 4,500 kWh) , GS-TOD, GS-TOD2 and GS-PEV</del>	<del>x.xxxx</del>	--
<del>GS (over 4,500 kWh) LGS and LGS-TOD</del>	<del>x.xxxx</del>	--
<del>GS (over 10 kW) and LGS - TOD</del>	--	<del>x.xxxx</del>
<del>LGS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</del>	<del>x.xxxx</del>	--
IP and CS-IRP2	<del>x.xxxx</del>	<del>x.xxxx</del>
MS	<del>x.xxxx</del>	--
WSS	<del>x.xxxx</del>	--
IS	<del>x.xxxx</del>	--
EHG	<del>x.xxxx</del>	<del>x.xxxx</del>
OL	<del>x.xxxx</del>	--
SLS, ECLS, SLC, SLCM and FW-SL	<del>x.xxxx</del>	--

The ~~Renewable Projects~~~~Solar Power~~ Rider (~~RSPR~~) surcharge allows the company to recover costs associated with investments in ~~renewable energy projects~~~~the St. Joseph Solar Project~~ as approved by the Commission. All customer bills subject to the provisions of this rider shall be adjusted by the ~~RSPR~~ per billing kWh and kW ~~or kVA~~ as follows:

Tariff Class	¢/kWh	\$ / kW <del>or \$ / kVA</del>
RS, RS-TOD, RS-TOD2, <del>and</del> RS-OPES, RS PEV, <del>RSD and RS CPP</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (up to 4,500 kWh), GS-TOD and GS-TOD2</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (over 4,500 kWh) LGS and LGS-TOD</del>	<del>X.XXXX</del>	<del>--</del>
<del>GS (over 10 kW) and LGS - TOD</del>	<del>--</del>	<del>X.XXXX</del>
<del>LGS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</del>	<del>X.XXXX</del>	<del>--</del>
IP and CS-IRP2	<del>X.XXXX</del>	<del>X.XXXX</del>
MS	<del>X.XXXX</del>	<del>--</del>
WSS	<del>X.XXXX</del>	<del>--</del>
IS	<del>X.XXXX</del>	<del>--</del>
EHG	<del>X.XXXX</del>	<del>X.XXXX</del>
OL	<del>X.XXXX</del>	<del>--</del>
SLS, ECLS, SLC, SLCM AND FW-SL	<del>X.XXXX</del>	<del>--</del>

The Phase-In Rate Adjustment (PRA) allows the Company to phase-in base rates with the cost of providing service as approved by the Commission. All customer bills subject to the provisions of this rider shall be adjusted by the PRA adjustment factor per billing kWh and kW ~~or kVA~~ as follows.

Phase II Rates		
Tariff Class	¢/kWh	\$/kW <del>or \$/kVA</del>
<del>RS, RS-TOD, RS-TOD2, RS-OPES, RSD, and RS-PEV and RS-CPP</del>	<del>(0.3753) (0.2008)</del>	--
<del>GS (up to 4,500 kWh), GS-TOD, GS-TOD2 and GS-PEV</del>	<del>(0.2513) (0.1758)</del>	--
<del>GS (over 4,500 kWh) LGS and LGS-TOD</del>	<del>(0.0054) (0.0005)</del>	--
<del>GS (over 10 kW) and LGS - TOD</del>	--	<del>(0.732)</del>
<del>LGS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS- CPP</del>	<del>(0.2513) (0.1227)</del>	--
<del>IP and CS-IRP2</del>	<del>(0.0047) (0.0003)</del>	<del>(0.599) (0.350)</del>
<del>MS</del>	<del>(0.2824) (0.1555)</del>	
<del>WSS</del>	<del>(0.1689) (0.0918)</del>	
<del>WSS-TOD</del>	<del>(0.0918)</del>	
<del>IS</del>	<del>(0.5326) (0.2662)</del>	--
<del>EHG</del>	<del>(0.0054) (0.0004)</del>	<del>(0.577) (0.270)</del>
<del>OL</del>	<del>(0.5538) (0.3417)</del>	--
<del>SLS, ECLS, SLC, SLCM and FW-SL</del>	<del>(0.2547) (0.1618)</del>	--

The Advanced Metering Infrastructure (AMI) Rider surcharge allows the company to recover costs associated with investments in AMI metering technology as approved by the Commission. All customer bills subject to the provisions of this rider shall be adjusted by the AMI Rider per billing kWh and kW as follows:

<u>Tariff Class</u>	<u>¢/kWh</u>	<u>\$/kW</u>
<u>RS, RS-TOD, RS-TOD2, RS-OPES, RSD, RS-PEV and RS-CPP</u>	<u>x.xxxx</u>	<u>--</u>
<u>GS (up to 4,500 kWh)</u>	<u>x.xxxx</u>	<u>--</u>
<u>GS (over 4,500 kWh) and LGS-TOD</u>	<u>x.xxxx</u>	<u>--</u>
<u>GS (over 10 kW) and LGS-TOD</u>	<u>--</u>	<u>x.xxx</u>
<u>GS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</u>	<u>x.xxxx</u>	<u>--</u>
<u>IP and CS-IRP2</u>	<u>x.xxxx</u>	<u>x.xxx</u>
<u>MS</u>	<u>x.xxxx</u>	<u>--</u>
<u>WSS</u>	<u>x.xxxx</u>	<u>--</u>
<u>IS</u>	<u>x.xxxx</u>	<u>--</u>
<u>EHG</u>	<u>x.xxxx</u>	<u>x.xxx</u>
<u>OL</u>	<u>x.xxxx</u>	<u>--</u>
<u>SLS, ECLS, SLC, SLCM, and FW-SL</u>	<u>x.xxxx</u>	<u>--</u>

The Tax Rider surcharge allows the company to refund remaining accumulated unprotected deferred federal income tax associated with the Tax Cuts and Jobs Act of 2017 through 2022. This rider will also be used to track and adjust future changes to federal corporate income tax above or below the amount of federal taxes in base rates as approved by the Commission. All customer bills subject to the provisions of this rider shall be adjusted by the Tariff Class per billing kWh and kW as follows:

<u>Tariff Class</u>	<u>¢/kWh</u>	<u>\$/kW</u>
<u>RS, RS-TOD, RS-TOD2, RS-OPES, RSD, RS-PEV and RS-CPP</u>	<u>x.xxxx</u>	<u>--</u>
<u>GS (up to 4,500 kWh)</u>	<u>x.xxxx</u>	<u>--</u>
<u>GS (over 4,500 kWh) and LGS-TOD</u>	<u>x.xxxx</u>	<u>--</u>
<u>GS (over 10 kW) and LGS-TOD</u>	<u>--</u>	<u>x.xxx</u>
<u>GS-LM-TOD, GS-TOD2, GS Unmetered, GS-TOD, GS-PEV and GS-CPP</u>	<u>x.xxxx</u>	<u>--</u>
<u>IP and CS-IRP2</u>	<u>x.xxxx</u>	<u>x.xxx</u>
<u>MS</u>	<u>x.xxxx</u>	<u>--</u>
<u>WSS</u>	<u>x.xxxx</u>	<u>--</u>
<u>IS</u>	<u>x.xxxx</u>	<u>--</u>
<u>EHG</u>	<u>x.xxxx</u>	<u>x.xxx</u>
<u>OL</u>	<u>x.xxxx</u>	<u>--</u>
<u>SLS, ECLS, SLC, SLCM, and FW-SL</u>	<u>x.xxxx</u>	<u>--</u>

Availability of Service.

Available for general service customers with 12-month average metered demands less than 1,000 kW. Customer's monthly billing demands under this tariff shall not be less than 60 kVA. Customers may continue to qualify for service under this tariff until their 12-month average billing demand exceeds 1,000 kVA.

Rate.

		First	Over	Monthly
		Demand	300 kWh	300 kWh
		Charge	per kVA	per kVA
Tariff	Service Voltage	(\$/KVA)	(¢/KWH)	(¢/KWH)
Code				Charge (\$)
240-242	Secondary	6.241	7.523	3.888
244-246	Primary	4.229	7.310	3.777
248	Subtransmission	1.220	7.209	3.726
250	Transmission	1.205	7.133	3.687

Applicable Riders.

Monthly charges computed under this tariff shall be adjusted in accordance with the applicable Commission approved rider(s) listed on Sheet No. 42.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within 17 days after the bill is mailed, there shall be added to bills of \$3 or less, 10 percent of the amount of the bill; and to bills in excess of \$3 there shall be added 10 percent of the first \$3, plus 3 percent of the amount of the bill in excess of \$3.

Monthly Billing Demand.

Billing demand in kVA shall be taken each month as the single highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator, divided by the average monthly power factor established during the month, and corrected to the nearest kVA. Monthly billing demand established hereunder shall not be less than 60 percent of the customer's highest previously established monthly billing demand during the past 11 months, or 100 kVA. If more than 50 percent of the customer's connected load is for electric space-heating purposes, the minimum monthly billing demand will be 25 percent of the customer's highest previously established monthly billing demand during the past 11 months, or 100 kVA for the billing months of June through October. The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

(Cont'd on Sheet No. 16.1)

(Cont'd from Sheet No. 16)

Off-Peak Hour Provision.

~~Demand created during the off-peak hours (as set forth below) shall be disregarded for billing purposes provided that the billing demand shall not be less than 60 percent of the maximum demand created during the billing month nor less than 60 percent of the customer's highest previously established monthly billing demand during the past 11 months, or 100 kVA. Availability is limited to the first 50 customers applying for service under this provision.~~

~~For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.~~

Adjustments to Rate.

~~Bills computed under the rate set forth herein will be adjusted as follows:~~

~~A. Power Factor~~

~~The rate set forth in this tariff is subject to power factor based upon the maintenance by the customer of an average monthly power factor of 85 percent, leading or lagging, as measured by integrating meters. When the average monthly power factor is above or below 85 percent, leading or lagging, the kWh as metered will, for billing purposes, be multiplied by the constant, rounded to the nearest 0.0001, derived from the following formula:~~

$$\text{Constant} = 0.9510 + \left[ 0.1275 \left[ \frac{\text{RKVAH}}{\text{KWH}} \right]^2 \right]$$

(Cont'd on Sheet No. 16.2)

(Cont'd from Sheet No. 16.1)

B. Metered Voltage

~~The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss-compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, the metered kWh and kVA values will be adjusted for billing purposes. If the Company elects to adjust kWh and kVA based on multipliers, the adjustment shall be in accordance with the following:~~

- ~~(1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.~~
- ~~(2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.~~

Terms of Contract:

~~Either party shall give at least six months' written notice to the other of the intention to discontinue service under the terms of this tariff. A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 14, and/or 17 of the Terms and Conditions of Service.~~

~~Where new Company facilities are required, the Company reserves the right to require initial contracts for periods of one year or greater for all customers served under this tariff.~~

~~A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required.~~

~~The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement.~~

(Cont'd on Sheet No. 16.3)

(Cont'd from Sheet No. 16.2)

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of energy supply who purchase standby or backup service from the Company. Where such conditions exist, the customer shall contract for the maximum amount of demand in kVA which the Company might be required to furnish, but not less than 100 kVA. The Company shall not be obligated to supply demands in excess of that contracted for. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the highest determined for the current and previous two billing periods.

Customers with cogeneration and/or small power production facilities shall take service under Rider NMS (Net Metering Service Rider), Tariff COGEN/SPP or by special agreement with the Company.

Load Management Time-of-Day Provision.

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Customers shall have the option of receiving service under Tariff L.G.S. for their general-use load by separately wiring this equipment to a standard meter.

Rate. (Tariff Code 251)

Service Charge: \$35.30 per customer month

Energy Charge: 14.691¢ per kWh for all on-peak kWh  
5.224¢ per kWh for all off-peak kWh

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, Monday through Friday. The off-peak billing period is defined as those hours not designated as on-peak hours.

The customer shall be responsible for all local facilities required to take service under this provision.