

FILED
April 4, 2024
INDIANA UTILITY
REGULATORY COMMISSION

**On Behalf of Petitioner,
DUKE ENERGY INDIANA, LLC**

**VERIFIED DIRECT TESTIMONY OF
ROGER A. FLICK**

Petitioner's Exhibit 7

April 4, 2024

DUKE ENERGY INDIANA 2024 BASE RATE CASE
DIRECT TESTIMONY OF ROGER A. FLICK, II

**DIRECT TESTIMONY OF ROGER A. FLICK, II
DIRECTOR, JURISDICTIONAL RATE ADMINISTRATION
DUKE ENERGY BUSINESS SERVICES LLC
ON BEHALF OF DUKE ENERGY INDIANA, INC.
BEFORE THE INDIANA UTILITY REGULATORY COMMISSION**

I. INTRODUCTION

1

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

3 A. My name is Roger Flick, and my business address is 1000 East Main Street, Plainfield,
4 Indiana.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am employed by Duke Energy Business Services LLC, the service company affiliate of
7 Duke Energy Indiana, Inc. ("Duke Energy Indiana," or "Company") as a Director of
8 Jurisdictional Rate Administration.

9 **Q. PLEASE DESCRIBE YOUR DUTIES AS DIRECTOR OF JURISDICTIONAL
10 RATE ADMINISTRATION.**

11 A. My job duties include technical regulatory, financial, accounting, analytic, and strategic
12 support to Duke Energy Indiana in the area of pricing and rate design. I am often engaged
13 in matters that require technical pricing and/or tariff administrative support. My
14 responsibilities also focus on the strategic aspects of the Company's pricing, and identifies,
15 evaluates, and prioritizes pricing direction for the Company's retail tariffs.

16 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL
17 BACKGROUND.**

18 A. I began my career with the Company in 2000 as an Analyst in the Rates Department. I
19 continued working in the Rates Department until 2014 when I moved to Pricing, Load

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1 Analytics, and Regulatory Solutions in the Customer Solutions and Strategies group. I have
2 continued working in this area in positions of increasing responsibility since that time. I
3 hold Bachelor of Science degrees in Finance and Legal Studies from Indiana University's
4 Kelley School of Business and a Master of Business Administration degree from Indiana
5 State University's Scott College of Business. Prior to working for the Company, I was
6 employed by National City Bank, which was subsequently acquired by PNC Bank, as a
7 Commercial Credit Analyst.

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

9 A. The purpose of my testimony focuses on the rates the Company proposes in this
10 proceeding. Specifically, my testimony supports those rates as reflecting appropriate rate
11 making principles, resulting in an equitable basis for recovery of the Company's revenue
12 requirements across and within its various customer classes and rate schedules. I also
13 describe new customer-centric and innovative rate design and pricing changes to address
14 emerging trends impacting Indiana today. My testimony also: (1) describes the Company's
15 methodology for designing rate structures including updating time-of-use ("TOU") periods;
16 (2) describes proposed changes to the Company's major retail electric rate schedules; (3)
17 describes the effect of these proposed changes on the Company's retail electric customers;
18 (4) describes other requested changes to the Company's tariffs; and (5) discusses how the
19 Company proposes to implement the tariffs approved by the Indiana Utility Regulatory
20 Commission ("Commission") in this proceeding.

21 **Q. ARE YOU OFFERING ANY ATTACHMENTS WITH YOUR TESTIMONY?**

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1 A. Yes, I am including Attachment 7-A (RAF), a clean version of Duke Energy Indiana's
2 comprehensive tariff. Attachment 7-B (RAF) is a redline version of the tariff. Attachment
3 7-C (RAF) reflects Duke Energy Indiana's residential rate design. Attachment 7-D (RAF)
4 offers the typical residential customer's rate impact associated with the rates being
5 proposed in this proceeding. Attachment 7-E (RAF) relates to the Company's proposed
6 commercial rate design. Attachment 7-F (RAF) details customer charge amounts the
7 Company is proposing for rates (RS, CS, LLF and HLF). Attachment 7-G (RAF) provides
8 a summary of estimated rate migration results, and Attachment 7-H (RAF) provides
9 additional migration information for rates HLF and LLF. Attachment 7-I (RAF) provides
10 details related to proposing rate updates for Duke Energy Indiana's connection charge and
11 updates to our excess facilities rates.

12 **Q. ARE YOU OFFERING ANY OTHER ITEMS TO SUPPORT YOUR TESTIMONY?**

13 A. Yes. I have developed workpapers that either satisfy Minimum Standard Filing
14 Requirements or provide additional detail I felt would be useful in evaluating the rate
15 design matters I am supporting.

16 **Q. PLEASE DESCRIBE THE COMPREHENSIVE RETAIL ELECTRIC TARIFF**
17 **BEING SUBMITTED WITH YOUR TESTIMONY ON THE COMPANY'S**
18 **BEHALF AS ATTACHMENT 7-A (RAF).**

19 A. Duke Energy Indiana's Retail Electric Tariff sets forth the programs, services and the
20 general terms and conditions of service the Company offers. I am submitting both clean
21 and red-line versions of the tariff. The red-line version is intended to highlight changes the
22 Company is proposing to the currently approved tariff. As mentioned above, the redline

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1 version is being attached as Petitioner's Attachment 7-B (RAF). While I have offered most
2 of Duke Energy Indiana's comprehensive tariff with my testimony for convenience, a few
3 tariffs will be addressed by other Company witnesses. More specifically, our Rate
4 Adjustment Tariffs, Nos, 60 – 74 will be supported and attached to the testimonies of
5 Company witnesses Ms. Graft, Ms. Sieferman or Ms. Lilly.

6 **Q. PLEASE EXPLAIN HOW THE COMPANY'S RETAIL ELECTRIC TARIFF IS**
7 **ORGANIZED.**

8 A. The tariff is first divided into two (2) sections. Section I contains all elements of the tariff
9 except for the affiliate guidelines. Section I is subdivided with numbers which extend from
10 1 to 80 and in some situations further subdivisions are distinguished by letters (*e.g.* A, B,
11 *etc.*). These tariffs are grouped by either purpose or type of service (*e.g.*, reference or
12 single-phase). A list of tariff groupings follows:

- 13 1) Reference
- 14 2) General Terms and Conditions for Electric Service
- 15 3) Single-Phase
- 16 4) Three-Phase
- 17 5) Lighting Service
- 18 6) Miscellaneous
- 19 7) Rate Adjustment Riders
- 20 8) Affiliate Guidelines

21 The Company is not proposing to change anything within the Affiliate Guidelines. I will
22 discuss the tariff changes I sponsor later in my testimony.

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1 **Q. PLEASE PROVIDE AN OVERVIEW OF HOW THE RATE DESIGNS PROPOSED**
2 **IN THIS DOCKET ADDRESS THE MORE SIGNIFICANT EMERGING ENERGY**
3 **TRENDS IMPACTING INDIANA.**

4 A. Indiana, like many other states, is facing several broad energy trends that create both
5 challenges and opportunities. As I discuss in greater detail later in my testimony, rate
6 design and pricing must adapt and evolve to reflect the impacts such shifts are driving in
7 resource planning and system management for the benefit of its customers. For example,
8 anticipated growth of technology with unique or controllable load characteristics, such as
9 electric vehicles (“EVs”), present opportunities for customers that must be considered in
10 modern rate designs. Increasing interest in customer-sited resources offers an example of
11 another trend. In this case, the Company is proposing rate design changes to accommodate
12 and proactively address these trends, while maintaining or improving the alignment
13 between cost of service and proposed target revenue for each rate class. The Company’s
14 rate design proposals seek to protect customers from cross-subsidizations, send price
15 signals that encourage system beneficial consumption, and generally modernize the
16 Company’s pricing structure. For example, the Company is proposing new, voluntary Time
17 of Use (“TOU”) rate options to residential and commercial customers, coupled with
18 updated and aligned TOU periods for its High Load Factor (“HLF”) and Low Load Factor
19 (“LLF”) customers. Consistent with the time-period updates, the Company seeks to modify
20 charge structures to align with the new periods. Together, these changes improve price and
21 cost-causation alignment, and offer greater opportunity for load management activities to
22 control customers’ energy costs and create benefits for the broader system.

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1 **Q. ARE THERE ANY SPECIFIC RATE DESIGN PROPOSALS YOU ARE MAKING**
2 **IN THIS CASE THAT YOU WOULD LIKE TO INTRODUCE?**

3 A. Yes. Duke Energy Indiana is seeking changes that include closing its Low Load Factor
4 Secondary Service rate under Tariff 10 A to new participants. A new, redesigned rate
5 structure under Low Load Factor Secondary Service, Tariff 10 B, is offered as a successor.
6 The Company is also proposing closing its Rate UOLS – Unmetered Outdoor Lighting
7 Electric Service (Tariff 40) to new customer participation. Additionally, the Company is
8 proposing increases to certain customer charges. The proposal to increase customer charges
9 provides an example of an effort to improve pricing and cost of service alignment. The
10 Company is also proposing new and restructured TOU rates which offer customers more
11 pricing choice through better cost-aligned pricing options. The proposed TOU rates are also
12 structured in recognition of new technologies like residential EV charging by inclusion of
13 structural elements like a discount period at times of low demand whereby EV charging
14 would be most economical and have the least impact on overall system peak.

15 **Q. DID THE COMPANY CONSIDER RECOGNIZED RATE DESIGN PRINCIPLES**
16 **AS PART OF ITS RATE DESIGN PROCESS?**

17 A. Yes, traditional and practical rate design considerations including gradualism, sending
18 relevant price signals, customer acceptance, administrability, simplicity of rate design,
19 equity, administrative complexity, revenue stability, and avoiding discrimination among
20 customers were all considered when establishing the Company's proposed rates.

21 **Q. WHAT ARE THE COMPANY'S MAJOR RETAIL ELECTRIC RATE**
22 **SCHEDULES?**

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1 A. The Company's most utilized retail electric rates include: Rate RS - Residential Electric
2 Service ("Rate RS"); Rate CS - Commercial Electric Service ("Rate CS"); Rate LLF - Low
3 Load Factor Service ("Rate LLF"); Rate HLF - High Load Factor Service ("Rate HLF").
4 They also include the following Lighting schedules: Rate SL – Street Lighting Service
5 ("Rate SL"); Rate MHLS – Metered Highway Lighting Service ("Rate MHLS"); Rate
6 UOLS – Unmetered Outdoor Lighting Electric Service ("Rate UOLS"); Rate MOLS –
7 Metered Outdoor Lighting Electric Service ("Rate MOLS"); Rate LED – Unmetered
8 Outdoor Lighting Service ("Rate LED"); and Rate MS – Metered Signal Service ("Rate
9 MS"). Together, these rates comprise the predominant portion of the Company's retail
10 electric revenue requirement.

11 **Q. HOW DOES THE COMPANY PROPOSE TO ALLOCATE THE REVENUE**
12 **INCREASE AMONG THE RATE CLASSES?**

13 A. Company witness Ms. Diaz's testimony discusses the cost allocation methodologies and
14 techniques employed by the Company within the Company's Cost of Service Study
15 ("COSS") which allocates most of the Company's proposed revenue requirement to rate
16 classes. Ms. Diaz supports the Company's subsidy/excess adjustment that is intended to
17 help reduce disparities that often exist between rate classes rate of return when the COSS is
18 updated. Ms. Diaz's Confidential Attachment 6-G (MTD) provides details of the
19 subsidy/excess portion of the COSS. I am supporting a couple of revenue requirement
20 adjustments to the COSS. First, the Company's updated COSS caused shifting of revenue
21 requirement to three Lighting Rates: Rate LED, Rate UOLS and Rate SL, resulting in rate
22 increases for these classes of over 100% in some cases. I am proposing a rate mitigation

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1 adjustment to cap the rate increase impact to those three rates at 30% and to reallocate the
2 excess revenue requirement to the rest of the Company's rate classes. This made a very
3 modest impact to other Duke Energy Indiana customer rates but provided a more gradual
4 and reasonable rate increase to these lighting rates. I am also supporting an additional
5 adjustment on top of the COSS to recognize the potential for customers to voluntarily
6 migrate between tariffs.

7 **Q. WOULD YOU PLEASE FURTHER EXPLAIN THE RATE MIGRATION**
8 **ADJUSTMENT THE COMPANY IS PROPOSING?**

9 A. Certainly. Any time rates are redesigned or modified to produce a different revenue
10 requirement, or new pricing choices are added, there is a potential that certain customers
11 will be economically "better off" under a different rate schedule, versus the one under
12 which they are currently billed. The results of the Company's migration analysis are shown
13 on Attachment 7-G (RAF), Attachment 7-H (RAF), and Workpaper RAF-20. The
14 Company calculated \$32.5 million of potential customer savings from rate migration. The
15 Company's experience suggests that even with awareness of a bill savings opportunity
16 some customers will not change rates. Accordingly, we have reduced the total migration
17 amount by 50% to \$16.3 million and used minimum savings thresholds in calculating the
18 \$16.3 million migration amount sought for recovery. The \$16.3 million in expected
19 revenue decreased due to anticipated rate migration from rates RS, CS, LLF, and HLF has
20 been allocated to these rates, respectively. I will describe the process used to determine the
21 expected amount of rate migration below.

22 **Q. WHAT WAS THE CRITERIA FOR DETERMINING POTENTIAL MIGRATION?**

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1 A. The criteria varies by rate. Residential customers must have an opportunity to save 10% of
2 their annual bill with a floor for recognition of \$30 of annual savings. Commercial
3 customer migration amounts were determined from a similar 10% of bill savings, but a
4 \$100 threshold for annual savings. HLF and LLF Secondary customers needed to exhibit
5 5% of bill savings and \$750 of annual savings to be assumed to migrate. HLF and LLF,
6 Primary and Primary Direct customers shared 5% and \$5,000 of annual savings
7 assumptions. Finally, HLF and LLF Transmission Service customers had thresholds of 5%
8 savings and \$10,000. Some customers below those thresholds may also switch, but as I
9 previously indicated, we only assumed 50% of customers with the potential to save from
10 changing rates migrated.

11 **Q. WHAT IS THE BENEFIT OF INCLUDING A MIGRATION ADJUSTMENT?**

12 A. The proposed migration adjustment is designed to account for revenue erosion associated
13 with customers switching from one rate to another to save money after rates are reset in this
14 rate case. The requested migration adjustment seeks to design rates that will ultimately
15 recover the approved revenue requirement. Without the migration adjustment, the approved
16 rates would not recover the full costs of service.

17 **Q. WHY DOES THE COMPANY BELIEVE ITS PROPOSED RATE TREATMENT**
18 **ASSOCIATED WITH EXPECTED MIGRATIONS IS REASONABLE?**

19 A. Historically, the Company has been able to reflect the effects of customer migrations in the
20 development of its rates, a practice that is reasonable to continue, particularly considering
21 the wider customer availability of rate choices the Company has proposed in this case.
22 Providing customers rate choices that allow for selection of rates most favorable to their

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1 service characteristics is increasingly desired by our customers. Failure to recognize the
2 financial implications of customers electing a cheaper (better) rate in the ratemaking
3 process would unduly penalize a utility for offering valued rate choices to its customers. I
4 would also reiterate, we have used conservative approaches in developing the migration
5 amount requested. Examples of this conservatism include using both minimum bill savings
6 percentages and minimum annual savings thresholds, as well as only assuming 50% of
7 savers will migrate.

8 **Q. HOW DID THE COMPANY CONSIDER THE RESULTS OF A UNIT COST**
9 **STUDY IN DESIGNING THE PROPOSED RATES?**

10 A. The unit cost analysis provides customer, demand and energy related unit costs that are
11 instructive in establishing cost-based rates. Setting rates that are aligned with unit cost
12 minimizes interclass cross-subsidization and signals to customers the true cost impact of
13 their usage.

14 **Q. HOW DID THE COMPANY CONSIDER EQUITABLE PRICING STRUCTURES**
15 **IN DESIGNING THE PROPOSED RATES?**

16 A. Equitable pricing structures, or rate parity, involves adjusting rate schedules and riders to
17 achieve more uniform returns and customer bill impacts. The rate adjustments proposed by
18 the Company in this proceeding are intended to move rate schedules closer to more
19 equitable pricing structures. A prime example of seeking better parity is illustrated by the
20 aforementioned lighting rate mitigation adjustment. The rate design proposals offered in
21 this case are meant to be foundational steps towards realizing more equitable pricing
22 structures. The complexity of underlying matters and the need for the use of gradualism in

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1 addressing imbalances in class and rate schedule returns are competing considerations in
2 assessing the speed at which parity is pursued. Disparate rate class returns and bill impacts
3 did not appear overnight, nor should they be resolved overnight.

4 **Q. IS THE COMPANY PROPOSING ANY NEW RATE DESIGNS IN THIS**
5 **PROCEEDING?**

6 A. Yes. As previously referenced, the Company is proposing new TOU rates for Rates RS,
7 CS, LLF, and HLF. The Company is also proposing a new non-TOU LLF Secondary rate. I
8 will describe the basis and rationale for the new TOU periods and demand charge
9 structures, as well as the benefits of the new and redesigned tariffs mentioned above later in
10 my testimony.

11 **B. Rate Design Modernization**

12 **Q. PLEASE SUMMARIZE THE MORE SIGNIFICANT EMERGING ENERGY**
13 **TRENDS IMPACTING INDIANA TODAY THAT CALL FOR RATE DESIGN**
14 **CHANGES OR REVISIONS.**

15 A. Other Company witnesses in this proceeding discuss the fact that Indiana, like many other
16 states, is facing several energy trends that create both challenges and opportunities. Rate
17 design and pricing must adapt to reflect the impacts such shifts are driving in resource
18 planning and system management. For example, modern technology advances enable more
19 sophisticated rate designs that can provide both improved price signals and improved
20 alignment between pricing and usage behaviors impacting a utility's cost of service.
21 Similarly, end-use technology advancements are enabling monitoring and control of energy
22 loads such that customers can act upon more sophisticated price signals with automated

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1 load management. The growth potential of renewable generation in the Company's service
2 territory is expected to reshape net peak demand in the future. Finally, anticipated growth
3 of technology with unique or controllable load characteristics, such as EVs, present
4 opportunities for customers and must be considered in modern rate designs. The Company
5 is proposing rate design changes that anticipate and accommodate these trends, while
6 maintaining or improving alignment between cost of service and proposed target revenues
7 for each rate class.

8 **Q. PLEASE ADDRESS IN MORE DETAIL THE PROMINENT RATE DESIGN**
9 **CHANGES THE COMPANY IS PROPOSING IN THIS PROCEEDING.**

10 A. As with any rate case, rates have been revised to produce the target class and total revenue
11 requirements being sought in this proceeding. Additionally, the Company is also proposing
12 a number of rate design changes to protect customers from cross-subsidization, send price
13 signals that encourage system beneficial consumption, and generally modernize the
14 Company's pricing structure. Perhaps most prominent, are the new TOU rates I have
15 referred to previously. Proposing to increase customer charges and offering a new,
16 redesigned LLF Secondary service rates are other examples. I address these and other
17 proposals in other parts of my testimony. Together, these changes improve price and cost-
18 causation alignment, allow for simplification elsewhere in the rate designs, and offer
19 greater opportunity for load management activities to control customers' energy costs that
20 create benefits for the broader system.

1 **C. Time of Use Periods and Rate Design**

2 **Q. WOULD YOU PLEASE DESCRIBE THE NEW RS, CS, AND LLF/HLF TOU**
3 **RATES DUKE ENERGY INDIANA IS PROPOSING IN THIS CASE?**

4 A. Yes, the TOU periods are consistent across all three designs and were developed in the
5 manner described below. The RS and CS TOU rate designs contain a customer charge,
6 time-varying energy charges and a reactive power charge. The new HLF/LLF TOU rate
7 differs in that it includes a new three-part demand charge.

8 **Q. WOULD YOU PLEASE BEGIN BY ADDRESSING CHANGES BEING**
9 **PROPOSED TO THE TOU PERIODS?**

10 A. Yes. The Company proposes to refresh all its previously defined TOU periods as follows:

- 11 • On-peak, Non-Winter – 5:00 P.M. to 9:00 P.M.
- 12 • On-peak, Winter – 6:00 A.M. to 8:00 A.M. and 5:00 P.M. to 9:00 P.M.
 - 13 ○ On-peak periods do not apply to weekends and designated holidays
- 14 • Discount – 12:00 A.M. to 4:00 A.M., year-round.
- 15 • Off-peak – All other hours not designated On-peak or Discount
- 16 • Non-Winter months are Mid-March through October
- 17 • Winter months are November through Mid-March

18 The Company is also proposing to shift tariff TOU rate administration from Eastern
19 Standard Time to Daylight Savings Time to reflect Indiana's use of daylight savings time. I
20 believe eliminating the need for TOU rate participants to translate EST pricing changes on
21 our old TOU tariffs will improve their experience on our TOU rates. We will be

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1 administering our tariffs in alignment with the time on their wrists and clocks in their
2 homes or businesses.

3 **Q. WHAT IS THE BASIS FOR THE PROPOSED TOU CHANGES?**

4 A. Generally speaking, TOU rates can include a variety of pricing and design options, but
5 generally all TOU rates seek to align price signals to the cost differences that exist across
6 time (days, seasons, hours) for the electrical grid. Grid operations require that supply match
7 demand at any given point in time; thus, supply resources are called upon based on the
8 level of system demand, which can vary greatly across days and seasons. Increasingly,
9 intermittent and non-dispatchable supply resources (*e.g.*, wind and solar) are changing the
10 supply/demand relationship, calling for changes in operational capabilities for the other
11 supply resources, but also creating greater opportunities for price responsive demand. The
12 Midcontinent Independent System Operator's ("MISO") choice to move to a seasonal
13 capacity construct is evidence of the increasing complexity of supply/demand dynamics.
14 Modern rate design seeks not only to recover the costs of providing service to customers
15 based on their use of the system, but also to provide price signals so that customers who
16 can respond to price signals can do so in a personally meaningful and informed manner. To
17 maximize a TOU rate's utility, pricing needs to be properly structured and aligned with on
18 and off-peak periods thus ensuring proper signaling. The Company's existing TOU periods
19 increasingly do not align with current and anticipated system needs. Therefore, the
20 Company is proposing to terminate the Company's legacy TOU rates and will offer
21 existing participants the option of either transitioning to new TOU rates, or any other rate

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1 for which they are eligible to participate. Below, I will offer some of the ways the
2 Company plans to raise awareness of the new TOU rates.

3 **Q. PLEASE EXPLAIN THE COMPANY'S APPROACH TO DESIGNING THE NEW**
4 **TOU PERIODS.**

5 A. The Company took a forward-looking approach in designing the new TOU periods
6 discussed above, considering both current conditions and expected system evolution
7 through 2030. This stands in contrast to past techniques that were more current period
8 and/or backward looking. Multiple perspectives and goals were considered in crafting the
9 new TOU periods:

10 (1) Better reflection of cost causation and the growing impact of renewable
11 generation;

12 (2) Accommodating the changing consumption patterns caused by distributed
13 energy technologies such as EV charging, energy storage, rooftop solar and
14 other distributed energy technologies;

15 (3) Facilitating customer modification of energy consumption patterns to create
16 bill savings; and

17 (4) Customer experience (*e.g.* reduced need to modify TOU periods).

18 **Q. HOW DID THE COMPANY DETERMINE THE DURATION AND PRICING FOR**
19 **THE NEW TOU PERIODS?**

20 A. The Company analyzed projected load patterns and costs to develop refreshed TOU
21 periods. Historical and forecasted costs were analyzed through five different lenses:

22 1) gross load

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- 1 2) net load after utility-scale solar
- 2 3) retail load
- 3 4) marginal energy cost
- 4 5) loss of load expectation ("LOLE")

5 Gross load, net load, retail load, and marginal energy cost were examined using the
6 Company's Cost Duration Model ("CDM"). The revised TOU periods that the Company is
7 proposing in this case were derived from observations of the CDM.

8 **Q. CAN YOU PLEASE EXPLAIN THE CDM?**

9 A. The CDM provides improved linkage between recovery of system costs (*e.g.*, tariff pricing)
10 and the time periods during which system assets are being utilized. For all three major
11 utility functions (generation, transmission, and distribution), some assets are only used to
12 meet demand during a small number of peak hours, while other assets are used for nearly
13 all hours. The CDM allocates costs for assets across all three functions based on anticipated
14 utilization. Costs for assets used during all hours are assigned accordingly, while cost for
15 assets used only during peaking hours are concentrated in those hours (*e.g.*, late afternoon
16 and early winter morning hours). Given generation, transmission, and distribution demands
17 are not perfectly coincident, costs for each function were distributed independently, using
18 specific load duration curves. Generation costs were allocated using net peak load duration
19 (gross load net of utility-scale solar), transmission capacity costs were allocated using gross
20 system load duration, and distribution capacity costs were allocated using a distribution
21 load duration curve for the customer class for which rates are being designed (*e.g.*,
22 residential load duration curve for residential customers).

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1 The following five steps outline the cost allocation process across all hours, for
2 each function, using its respective load duration curve.

3 *Step 1:* Capacity costs were divided by the peak load of each load duration curve to
4 find a unit cost per megawatt (“MW”) of capacity.

5 *Step 2:* The incremental load in each hour was calculated by taking the difference
6 in load between that hour and the hour with the next highest load. For the lowest
7 load hour of the year, the load in that hour is used. Note that the sum of all these
8 incremental load amounts is necessarily equal to the peak load.

9 *Step 3:* For each hour, the incremental load was shared evenly between the hour in
10 question and all hours of the year that have a higher load than the hour in question.
11 The incremental load at the highest load hour was not shared as there are no higher
12 load hours. The incremental load at the second highest hour was shared evenly
13 between the top two hours, and so forth.

14 *Step 4:* Next, the load allocated to each hour was totaled. The highest load hour has
15 a share of load for all hours of the year, the second highest load hour has a share of
16 load for all hours of the year except the highest hour, and so forth.

17 *Step 5:* Finally, the load allocated to each hour in Step 4 was multiplied by the unit
18 cost calculated in Step 1 to calculate the total cost of each hour. This can in turn be
19 divided by the billing load in that hour to calculate the unit cost of each hour.

20 Combining the results of the CDM for each customer class with hourly energy costs
21 provides the variable cost of serving the respective customer class in each hour of the year.

22 In combination with the TOU periods described above, prices for each TOU period (*e.g.*,

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1 On-Peak) can be established to recover those costs for each respective period. Prices may
2 be slightly modified to ensure estimated revenue is as close as possible to, but not
3 exceeding, the revenue requirement.

4 **Q. WHAT WERE THE RESULTS OF THE CDM?**

5 A. At the highest level, we found the Company's historic TOU periods could be much
6 improved to reflect current system costs and operational realities visible in the CDM
7 analysis. The length of historic on-peak periods present challenges for customers seeking to
8 respond to prices, whether through advanced energy management controls or with
9 distributed energy technologies such as storage. Currently, existing on-peak periods can
10 stretch up to 8 hours in length, compared to the much shorter windows for the proposed
11 TOU periods. The new, shorter windows are less disruptive to our customers, thus creating
12 more actionable opportunities for customers to manage usage patterns or utilize distributed
13 energy storage to reduce electricity bills. The revised TOU's also provide consistent
14 Discount periods for customers with flexible loads (*e.g.*, EVs,), during the overnight hours
15 from 12:00 AM – 4:00 AM year-round. The Discount periods provide an important rate
16 design improvement to customers with flexible loads.

17 I would also note, the Company considered rate stability (including TOU period
18 definitions) in developing the proposed TOU times with the goal of avoiding further
19 changes for several years. This stability is important to TOU rate design as changes to TOU
20 periods are potentially burdensome to customers. Duke Energy Indiana's TOU Tariffs are
21 used to evaluate longer-term customer energy investments and program load management
22 devices (*e.g.*, thermostats, EV chargers). Frequent adjustment of TOU periods creates

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1 uncertainty which can challenge customer satisfaction with TOU rate participation and new
2 technology adoption. To foster TOU stability the Company has relied upon net peak
3 forecasts stretching several years into the future for the development of the new, proposed
4 TOU periods. For clarity I would also offer, the Company proposes using the proposed
5 TOU periods for all proposed TOU rates, residential and non-residential.

6 **Q. WILL YOU PLEASE DESCRIBE THE NEW DEMAND CHARGE STRUCTURE**
7 **FOR THE NEW HLF/LLF TOU RATE?**

8 A. Yes. The demand structure reflects an improved 3-part charge structure. This is necessary
9 to maintain an improvement upon the price structure alignment with system costs. This will
10 also provide more accurate and actionable price signals to customers with flexible loads or
11 enabled technology. Both objectives are important and considered in the structuring the
12 new rate structure. The three-part demand structure the Company is proposing is described
13 in detail below, including the costs each charge is conceptually designed to recover.

- 14 • Base Demand Charge: This charge is designed to recover distribution costs, which are
15 the system costs in closest proximity to the distribution-served customers. Such costs
16 are not driven by overall system demand and are generally fixed throughout the year.
17 Accordingly, the Base Demand Charge would apply to the higher of (1) the customer's
18 highest maximum demand across all periods over the last 12 months, or (2) 50% of the
19 Contract Demand (to the extent available).
- 20 • Mid-Peak Demand Charge: This charge is designed to recover Off-peak and Discount
21 allocation of production and transmission costs. This charge recovers capacity costs
22 incurred to provide service during non-peak times. Accordingly, the Mid-Peak Demand

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1 Charge would apply to the customer's maximum demand during off-peak or on-peak
2 periods (excludes Discount period).

- 3 • On-Peak Demand Charge: This charge is designed to recover peak allocation of
4 production and transmission costs resulting from the customer's contribution to system
5 demand during peak hours. Accordingly, the On-Peak Demand Charge would apply to
6 the customer's measured On-Peak demand.

7 The three-part demand structure will improve price transparency and better align
8 with cost causation based on both the size and timing of customer demands. Mid-Peak and
9 On-Peak Demand Charges reflect the reality that demands at certain times impose more or
10 less costs on the production and transmission components of the electric system. Similarly,
11 the Base Demand Charge recovers system costs most directly caused by specific customers
12 that do not vary based on the time of use (either by hour, by day, or by month). The Base
13 Demand Charge reduces bill volatility for customers, while the Mid-Peak and On-Peak
14 Demand Charges still offer opportunities for customers to reduce their peaks and lower
15 their bills. Relative recovery of costs between the three parts of this proposed demand
16 charge structure were determined by using the CDM to maintain cost causation linkage, as
17 well as alignment with the methodologies used to set TOU energy charges. This new
18 demand charge structure works in tandem with the updated TOU periods described above,
19 which govern both energy and demand charges.

20 **Q. PLEASE SUMMARIZE THE BENEFITS OF THE PROPOSED TOU PERIODS**
21 **AND ASSOCIATED TOU RATES.**

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1 A. The Company's rate designs with refreshed TOU periods benefit customers and advance
2 several goals. The new TOU periods properly align price signals to the cost differences that
3 exist across seasons and hours, encouraging peak load reduction and efficient system
4 usage. In addition, proposed on-peak periods of shorter duration provide the opportunity
5 for economic use of battery storage in a manner aligned with system cost. Superior price
6 signals to customers encourage adoption of new technologies, such as smart energy
7 management devices, energy storage, and EVs. Higher on-peak prices encourage customers
8 to improve insulation and invest in more efficient HVAC systems by providing price
9 signals to use such technology to push energy consumption away from the peak. The
10 proposed Discount periods encourage EV charging or other flexible consumption during
11 times of low system costs, providing incentives for distributed energy resource adoption.

12 **Q. WHICH RATES ARE IMPACTED BY THE COMPANY'S PROPOSED UPDATES**
13 **TO TOU PERIODS?**

14 A. The impacted historic rates are: Optional Rate LLF – Closed Time-Of-Use Service, Sheet
15 10.2 (*Proposed for Termination*); Optional Rate LLF – Time-of-Use Service, Sheet 10.4
16 (*Proposed for Termination*); Optional Rate HLF – Closed Time-Of-Use Service, Sheet 12.2
17 (*Proposed for Termination*); and Optional Rate HLF – Time-Of-Use Service, Sheet 12.4
18 (*Proposed for Termination*).

19 The new rates proposed to succeed the rates, above are: Optional Rate RS – Time-
20 of-Use, Tariff No 6.5. Optional Rate CS – Time-of-Use, Tariff No. 7.5, and Optional Rate
21 HLF/LLF – TOU, Tariff Rate 11.5.

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1 I would note that as part of our last rate case, Duke Energy Indiana implemented
2 new dynamic pilot rates for residential and small commercial customers, which ran
3 between two and three years depending on the pilot rate. We did not see much participation
4 on these tariffs and the tariffs were terminated after the pilot period. We have redesigned
5 the rates to be more attractive to customers, with simplified peak, off-peak and discount
6 periods, and a shorter On-Peak period. The Company also recognizes the importance of
7 customer awareness of the new rates and plans to market these rates on an ongoing basis.

8 **Q. DOES DUKE ENERGY INDIANA HAVE A COMMUNICATION PLAN TO**
9 **ENSURE THAT CUSTOMERS ARE PROPERLY NOTIFIED OF THE**
10 **AVAILABILITY OF THE NEW TOU RATES?**

11 A. Yes, we do. We plan to develop a webpage dedicated to providing our customers with
12 information related to our new, proposed TOU rates. The page will explain how the rates
13 work and how to make the switch, if so desired. We plan to also draw awareness to our
14 TOU rate options within communications for our winter and summer energy management
15 campaigns. This will raise awareness of our TOU rates during periods when customer bills
16 typically trend upward and customer interest in bill savings opportunities increases. We
17 also plan to use bill inserts to broadly inform customers of the new rate options, and when
18 customers call Duke Energy Indiana, we plan to use automated messages to raise
19 awareness of the customers' rate options.

20 **D. Reference**

21 **Q. PLEASE IDENTIFY ANY SUBSTANTIVE ADJUSTMENTS TO THE GROUP OF**
22 **TARIFF SHEETS YOU REFER TO AS REFERENCE.**

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1 A. This group is composed of Tariff numbers 1 – 4. All proposed adjustments to Tariffs
2 Numbers 1, 2 and 4 were of a clerical nature. Tariff No. 3, Index of Cities, Towns and
3 Unincorporated Communities Served by Company reflects notable adjustment. The
4 Company's geographic information system allowed for improved reporting of the areas
5 within the State in which the Company provides service. I would also point out that Tariff
6 No. 2 contains a roadmap of the Company's tariff in the form of a table of contents.

7 **E. General Terms and Conditions**

8 **Q. WHERE CAN THE COMPANY'S GENERAL TERMS AND CONDITIONS FOR**
9 **ELECTRIC SERVICE BE ACCESSED?**

10 A. The Company offers this information along with its entire Retail Electric Tariff to its
11 customers and the general public on its webpage at the following universal resource locator
12 (URL): <https://www.duke-energy.com/home/billing/rates>.

13 **Q. IS THE COMPANY PROPOSING ANY CHANGES TO THE TARIFF'S GENERAL**
14 **TERMS AND CONDITIONS?**

15 A. Yes, a modest number of adjustments were made and are visible in redline within
16 Attachment 7-B (RAF). Highlights include updating our remote reconnection rate,
17 increasing the interest rate that accrues on customer service deposits, clarifying electric
18 service application policy as it relates to the payment of potential past unpaid balances, and
19 updating language referring to a couple customer payment programs under section 12.2.

20 **F. Single-Phase Service**

21 **Q. WHAT WAS THE COMPANY'S APPROACH TO DESIGNING ITS**
22 **RESIDENTIAL RATE, RS?**

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1 A. The Company's approach in this case was very similar to the approach we used in our last
2 general rate case in Cause No. 45253. We compiled a record of determinants (bills and
3 kilowatt-hours ("kWh")), and base revenue reported during the historic period that
4 stretched from September 2022 through August 2023. We then shadow-bill the
5 determinants we gather with currently approved base rates and reconciled any differences
6 between the shadow-billed base revenue and reported base revenue. We then use this data
7 to create statistical summaries and ultimately "shape" our forecasted data. This process
8 ultimately results in determinants that are used to design proposed rates.¹ Given the historic
9 residential data collected in this case (12 months ending ("ME") August 2023) exhibited
10 the effects of mild weather, we chose to shape our energy blocks towards more weather-
11 normal relationships exhibited in our last general rate case's residential rate designs. I
12 would also note a couple residential rate design proposals. First, we are proposing an
13 increase in our residential rates' customer charge from \$10.54 to \$13.70. The requested
14 increase improves pricing and cost of service alignment across the residential class. This
15 proposal is also supported by the Minimum System Study that is supported by Company
16 witness Mr. Rimal. The study's results show that the costs attributable to the addition of a
17 residential customer are much higher than the customer charge requested in this case,
18 \$31.49 versus \$13.70, respectively. Please see Attachment 7-F (RAF) for more details.
19 While I believe the Minimum System Method is conceptually appropriate for rate design,
20 given it better aligns price signals with the Company's COSS, the Company recognizes the

¹ This description applies to the majority of rates discussed below.

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1 need for adjusting our rates in a gradual manner and thus capped our requested increase at
2 \$3.16. I would also point out that in normal weather conditions, all else equal, the requested
3 customer charge increase will not affect the Company's revenue. The incremental amounts
4 collected via customer charges would be offset proportionally by decreases in energy
5 rates/revenue. The customer charge increase and energy rates have an inverse relationship
6 in this rate's design. I would also note that, further "flattening" or decreasing of the ratio of
7 pricing differences between energy rate blocks is not being pursued in this case. The details
8 of these two proposals are reflected within the Company's Tariff No. 6, Residential Electric
9 Service, and Tariff No. 6.3, High Efficiency Residential Service submitted with this case.
10 The rate was also designed to reflect proposed revenue levels after subsidy/excess revenue
11 reductions, migration adjustment and the rate mitigation adjustment, for Rate RS based
12 upon the criteria discussed above.

13 **Q. WHAT IS THE EFFECT OF THE PROPOSED, OVERALL RATE INCREASE ON**
14 **A RESIDENTIAL CUSTOMER USING 1000 KWH PER MONTH?**

15 A. The effect of the proposed increase for Duke Energy Indiana's standard residential rate
16 (RS) is approximately 19%, inclusive of trackers, over present rates for a typical 1,000
17 kWh customer. The derivation of this amount is shown on Attachment 7-D (RAF).

18 **Q. ARE THERE ANY OTHER RESIDENTIAL RATE DESIGN MATTERS YOU**
19 **WOULD LIKE TO DISCUSS?**

20 A. Yes. The Company's Optional Rate RS – High Efficiency Residential Service, Tariff No.
21 6.3 (RS HE) has been closed to new customers since 2006. During the period of time from
22 2006 to the present-day participation on this tariff has declined, as expected. However,

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1 significant legacy customer participation remains on this tariff which influenced the
2 Company's decision to keep this tariff open, and not move to terminate it in this case. After
3 updating the cost of service for rate RS HE, I determined a need to deviate from the rate
4 design's historic structure. The rate's traditional structure reflected the same customer
5 charge, and first and second energy block charges as the RS rate. The traditional discount
6 these customers enjoy in the fourth energy block of the rate was preserved in the updated
7 design, but in doing so the rate's first and second energy block rates were necessarily
8 increased to satisfy the rate class's updated cost of service.

9 Q. WHAT WAS THE APPROACH USED IN DEVELOPING RATE CS?

10 A. The same process described above for Residential Service, was used for developing rates
11 for Commercial Service. Commercial Service was observed to be less sensitive to the mild
12 weather that occurred in our historic period (12 ME August 2023) versus Residential
13 Service. The Company observed relatively consistent Commercial Service relationships
14 between energy tiers compared to the weather-normal results for Commercial Service from
15 the last rate case. Therefore, the CS 12 ME August data was used for rate CS's design.

**16 Q. PLEASE DESCRIBE THE CONNECTION CHARGE USED IN THE
17 DEVELOPMENT OF THE RATE CS STRUCTURE.**

18 A. The CS customer charge was developed in a similar manner to the RS customer charge.
19 The CS customer charge increase was capped at the same percentage increase proposed for
20 rate RS. Details are visible within the Company's proposed Tariff 7.0, Commercial Electric
21 Service and on Attachment 7-F (RAF). The sub-rates under Commercial Service either had

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1 their customer charged increase capped at the same percentage as rate RS, or in the case of
2 Sirens capped at their revenue requirement at \$10.68.

3 **Q. IS THE COMPANY PROPOSING ANY NEW STRUCTURES RELATED TO**
4 **RATE CS?**

5 A. Yes. Similar to Residential Service, the Company is proposing a new CS TOU rate with the
6 modernized TOU periods discussed above. Please see Tariff No. 7.5, Time of Use Service
7 – Commercial Electric Service.

8 **Q. ARE THERE ANY OTHER SINGLE-PHASE TARIFF MATTERS YOU WOULD**
9 **LIKE TO ADDRESS?**

10 A. Yes. Tariff No. 20, *Your FixedBill*, exhibits added language outlining that tariff's
11 participation limitations. Additional updates include removal of the \$50 administration fee
12 associated with leaving the program, and the eight tenths of a percent, 0.8%, fee for first-
13 time renewal customers. Other modest adjustments to the program are visible on
14 Attachment 7-B, (RAF), Tariff No. 20.

15 **G. Three-Phase Service**

16 **Q. PLEASE DESCRIBE THE COMPANY'S RATE DESIGN OBJECTIVES FOR**
17 **RATE LLF - SCHEDULE FOR LOW LOAD FACTOR SERVICE, AND RATE HLF**
18 **SCHEDULE FOR HIGH LOAD FACTOR SERVICE.**

19 A. Our rate design objectives for these rate schedules (hereinafter referred to as “power rate
20 schedules” or “power rates”) are similar to that of our other rates, referenced above. The
21 power rates are, however, designed to unbundle our costs to provide more accurate price
22 signals, and to reduce the inter-voltage subsidy and excess revenues. By “inter-voltage”, I

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1 mean the differences in subsidy/excess revenues that exist within the class of customers by
2 service level - or voltage – of the customers served. Subsidy/excess revenues are produced
3 when customers at a particular voltage level provide less than or greater than the class
4 average rate of return, respectively. For all but rate LLF Secondary Service, modifications
5 to the remaining power rates were modest. I discuss the proposed adjustments below.

6 **Q. WOULD YOU HIGHLIGHT NOTABLE ADJUSTMENTS TO THE POWER**
7 **RATES, EXCLUDING RATE LLF SECONDARY?**

8 A. Yes. Updates to this set of rates are of a couple general types 1) increased connection
9 charges in alignment with the Company's request for residential customers and, 2) the
10 addition of terms that are meant to balance considerations between new, large loads and the
11 financial impacts to the Company and our customers. I would, again, point to Attachment
12 7-F (RAF) for details regarding our power rates connection charge rates.

13 **Q. WHAT CHANGES ARE PROPOSED TO RATE LLF SECONDARY?**

14 A. The current structure of Rate LLF for secondary served customers may be best described as
15 a rate structure within a rate structure (*i.e.*, declining energy blocks within a tiered, hours
16 use construct). The original design objective of pairing the two was to provide an incentive
17 for low load factor service characteristic customers to improve their load factors. Overall,
18 the rate has three hours use blocks: (1) the first at 190 hours use, (2) the next 110 hours use,
19 and (3) usage greater than 300 hours use. The 190 hours use block contains a fairly
20 aggressive declining block structure with four tiers, that are paired with lower energy rates
21 with the remaining two-hour use tiers. This design, coupled with the ability for customers
22 to elect between eligible HLF or LLF rate structures has produced unintended results.

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1 Namely, typically large, high load factor characteristic secondary service customers have
2 found savings through participating on this low load factor rate. This typically occurs
3 when, a customer with large amounts of energy consumption and a high load factor has
4 proportionately small amounts of their service priced at higher priced blocks, with a
5 substantial amount of their service priced at the lowest cost block the rate offers. A rate
6 class composed of customers with such disparate service characteristics is suboptimal and
7 challenges rate design. This can lead to a higher likelihood of intra-class subsidies, and
8 poor pricing signals. The rate's design also exhibits additional challenges when looking
9 towards the future. For example, the prospect of offering a lower rate to a customer who
10 charges an electric vehicle during On-Peak hours (increasing system costs), because it may
11 improve their Hours Use and afford them a cheaper energy rate. The increased On-Peak
12 cost implications would be shifted to other customers, all else equal. Similarly, a customer
13 charging a battery On-Peak, because they are in the cheapest pricing block would present
14 similar challenges. The rates structure also sends inaccurate price signals to customers who
15 may otherwise consider utilizing demand management technology to reduce their On-Peak
16 demand. To prevent the continuance of these types of challenges, the Company proposes to
17 close the existing LLF Secondary rate to new participants. Duke Energy Indiana proposes
18 to offer a new rate with a new structure as its successor. The new rate is proposed to have a
19 connection, demand, energy and reactive power charges and will be addressed below. To
20 allow for current rate participants to plan and prepare for future rate transition, the
21 Company proposes the rate be terminated the later of five years after new rates are
22 effective, or the Company's next rate case, with existing net-metering customers allowed to

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1 remain. To accommodate the transitional period; proposed above, I have updated the
2 existing LLF secondary rate within its existing structure to collect the proposed revenue
3 requirement.

4 **Q. WOULD YOU PLEASE DESCRIBE THE NEW LLF SECONDARY RATE THE**
5 **COMPANY IS PROPOSING IN THIS PROCEEDING?**

6 A. The new rate does not have a declining block energy rate or hours use construct. The new
7 rate is proposed to be composed of 1) connection charge 2) demand charge 3) energy rate
8 and 4) a reactive power charge. In short, the new LLF Secondary rate was structured much
9 like the other legacy Low Load Factor rates under the existing tariff.

10 **Q. HOW DOES THE COMPANY INTEND TO COMMUNICATE THE PROPOSED**
11 **CHANGES TO RATE LLF SECONDARY TO ITS CUSTOMERS?**

12 A. We intend to include a bill insert in customer bills following the Commission's order in this
13 case. The bill insert will summarize notable changes that may result from the
14 Commission's order in this case. If Duke Energy Indiana's LLF Secondary rate proposals
15 are approved, they will be referenced in this insert. If approved, we also intend to provide a
16 targeted communication to affected customers closer to the date in which those customers
17 would see rate impacts the rate tariff change.

18 **Q. HAVE YOU PREPARED RATE STRUCTURES FOR RATE HLF?**

19 A. Yes. With the exception of increased connection charges, these rates' pre-existing rate
20 structures remain largely unchanged.

21 **Q. IS THE COMPANY PROPOSING ANY OTHER NOTABLE CHANGES TO**
22 **THESE TARIFFS?**

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1 A. Yes. The Company is proposing to add additional language to both the HLF and LLF
2 tariffs permitting the Company to receive financial, and/or performance and credit
3 assurance from new, large customer loads (20 MW, plus). Large, new loads often require
4 significant investment to connect to the Company's system. This creates financial risk to
5 the Company and all of its other customers. Permitting such authority helps the Company
6 insulate its other customers from potential financial risk should such new loads fail to
7 materialize.

8 **Q. IS THE COMPANY PROPOSING ANY NEW RATE STRUCTURES RELATED**
9 **TO THE POWER RATES?**

10 A. Yes. The Company is proposing new TOU rates with the modernized TOU periods and
11 updated demand charge structures that were addressed in detail above.

12 **Q. IS THE COMPANY PROPOSING TO TERMINATE THE OLD TOU POWER**
13 **RATES?**

14 A. Yes. Duke Energy Indiana's rate designs must evolve to ensure their utility to our
15 customers and the Company is maximized. As I discussed above, the current TOU rate
16 periods aren't well aligned with our system's highest cost periods and thus are providing
17 ineffective price signals that result in opportunities lost to minimize our costs of service.
18 Given this, we are proposing that any customers currently on the old TOU rates to be either
19 transitioned to the new TOU rate on the effective date of the rate order or to the non-TOU
20 power rate of their eligibility and choice.

21 **Q. PLEASE EXPLAIN THE REMAINING CHANGES TO THE COMPANY'S**
22 **OTHER THREE-PHASE RATES.**

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1 A. The remaining proposed changes to Tariffs Nos. 21, 22 and 23 are of a clerical nature.

2 **H. Lighting**

3 **Q. WOULD YOU NEXT ADDRESS THE SET OF TARIFFS YOU IDENTIFIED**
4 **ABOVE AS LIGHTING?**

5 A. Yes. For informational purposes, please note that this set of tariffs is composed of both
6 metered and unmetered lighting rates. Our metered lighting rates (“MS”, “MHLS”,
7 “MOLS”) are for unpredictable loads or unique groups of customers who desire metered
8 service. Our unmetered lighting rates (“SL”, “UOLS”, “LED”) are for lighting customers
9 with predictable loads who do not desire metering or the cost that accompanies it. The six
10 rates hereafter are referred to as the lighting rates. Lighting system ownership and attendant
11 maintenance responsibilities stretch a spectrum from customers that own and maintain their
12 lighting systems to customers that receive lighting service from the Company from
13 Company-owned and maintained lights. The matter of lighting system ownership, and tariff
14 applicability, is generally addressed in the body of our Lighting tariff sheets.

15 **Q. WHAT APPROACH DID THE COMPANY TAKE IN DESIGNING ITS LIGHTING**
16 **RATES?**

17 A. The Lighting rates were designed in much the same manner as our other rates, explained
18 above. Billing records for the period of September 2022 through August 2023. I then
19 reconciled kilowatt-hours (“kWh”) sold and revenues to the Company’s books and records
20 to ensure accuracy. The balance of the rate design process first presented above in
21 discussion of our Residential Rate design were followed and then ultimately the Lighting

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1 rate was then designed to reflect revenue levels after subsidy/excess revenue adjustment for
2 the Lighting rates.

3 **Q. WOULD YOU PLEASE BEGIN BY EXPLAINING PROPOSED CHANGES TO**
4 **THE COMPANY'S METERED LIGHTING TARIFFS?**

5 A. Duke Energy Indiana proposes similarly proportioned increases to the connection charge,
6 where applicable and appropriate.

7 **Q. PLEASE ADDRESS THE ADJUSTMENTS TO THE UNMETERED LIGHTING**
8 **TARIFF SHEETS.**

9 A. Duke Energy Indiana is proposing to close Tariff No. 40, Unmetered Outdoor Lighting
10 Electric Service (UOLS) to new participation, installations, upgrades or conversions. Given
11 the lighting industry is LED dominant today, the Company finds it suboptimal to offer two
12 separate tariffs that will predominantly cover the same products and technology going
13 forward. Accordingly, the Company is proposing to close UOLS and allow for customer
14 driven transition to another Lighting rate through June 1, 2044, at which time customer
15 transition to a new rate will be mandatory.

16 Coupled with closing UOLS, the Company is proposing a limited number of
17 enhancements to Tariff No. 42, Rate LED. The Company is proposing updated language
18 guiding a one-time equipment payment option and conditions governing end of equipment
19 life treatment.

20 **Q. HOW DOES THE COMPANY INTEND TO COMMUNICATE THE PROPOSED**
21 **CHANGES TO RATE UOLS TO ITS CUSTOMERS?**

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1 A. If approved, Duke Energy Indiana will also address the change to Rate UOLS in the
2 aforementioned, post rate order bill insert. We will also inform, and prepare, our call center
3 specialists, of the change so they can either inform or remind these customers of the change
4 when they contact us regarding related lighting matters. Duke Energy Indiana also has
5 geographically assigned professionals around the State that will also be involved in raising
6 awareness of this issue in their assigned areas.

7 **Q. WHERE THERE ANY OTHER NOTABLE LIGHTING RATE DESIGN MATTERS**
8 **YOU WOULD LIKE TO DISCUSS?**

9 A. One, which I first reference above in the course of discussing the importance of rate parity
10 and consistent customer bill impacts. I would like to underscore an on-top of the COSS
11 adjustment of revenue requirements was made to rates, LED, UOLS and SL to avoid
12 disproportion bill impacts to customers within these rate classes. I capped these three rates'
13 increase at 150% of the Company's commercial customers average proposed rate increase.
14 If it were not for the Company's lighting rates, these customers would most likely
15 participate on the Company's commercial service rate, Tariff 7.0. I then increased the
16 commercial average increase of approximately 20% by 150% to ensure these rate classes
17 are converging on their updated cost of service in a gradual manner.

18 **I. Miscellaneous Service**

19 **Q. HAVE THERE BEEN ANY NOTABLE CHANGES TO THE TARIFF SHEETS**
20 **YOU REFER TO COLLECTIVELY AS MISCELLANEOUS ABOVE?**

21 A. Most of the changes to this series of tariffs are either clerical or routine revisions that occur
22 during a general rate case. However, I would highlight a few changes below. First, Duke

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1 Energy Indiana intends to allow its Solar Services Tariff No. 26 to expire on June 5, 2024.
2 Only one customer has elected to participate on this tariff to date. The Company plans to
3 focus its future efforts on creating new renewable programs that garner broader
4 interest/participation. Second, I would highlight that Sheet No. 53, Excess Facilities reflects
5 a proposed monthly excess facilities charge of 1.28% and a one-time payment of 1.31 times
6 the estimated cost of installing excess facilities. We are also proposing modest changes to
7 our Interconnection Agreements found under Tariff 80 – Interconnection Service.

8 **Q. PLEASE ADDRESS THE COMPANY'S PROPOSAL TO CHANGE THE ITEMS**
9 **YOU REFERRED TO AS NON-RECURRING RATES AND CHARGES, AND ANY**
10 **RELATED IMPLICATIONS.**

11 A. There were some non-recurring charge amounts that needed updating that had not been
12 identified when the revenue forecast was created. This caused a subsequent need to adjust
13 forecasted revenues lower to ensure synchronization with the proposed charges. More
14 specifically, there are two charges or rates the Company is seeking to adjust, and they net
15 to a \$58k of addition to revenue. Attachment 7-I (RAF) shows the *pro forma* adjustment to
16 revenue. I provided Company witnesses Ms. Graft and Ms. Siefertman with the results of
17 my work and this attachment. I discuss each of the two items below.

18 1) The Company is proposing to increase its current non-payment reconnection charge
19 from \$6 to \$8 for automated reconnections. This is expected to increase revenues by
20 \$44K from what was in the revenue forecast.

21 2) The Company is also proposing the monthly Excess Facilities rate be increased
22 from 1.22% to 1.28% causing revenues to be increased by \$14k.

1 **J. Rate Adjustment Riders**

2 **Q. REGARDING THE TARIFF SHEETS YOU REFER TO COLLECTIVELY ABOVE**
3 **AS RATE ADJUSTMENT RIDERS, ARE YOU ADDRESSING PROPOSED**
4 **CHANGES TO THESE TARIFFS?**

5 A. No. These tariffs will be addressed by Company witnesses Ms. Graft and Ms. Sieferman.

6 **K. Experimental Rates**

7 **Q. WOULD YOU PLEASE UPDATE THE COMPANY'S PLANS FOR ITS**
8 **EXPERIMENTAL RATES?**

9 A. Yes. In our last general rate case Duke Energy Indiana was granted approval for two new,
10 experimental rates. Namely, the Demand Management and Stability Program and the
11 Market Pricing Program, Tariffs 97 & 98. Despite discussing the options with numerous
12 customers, no participation on the rates resulted. Accordingly, Duke Energy Indiana is
13 moving to terminate these rates in this case. Duke Energy Indiana will refocus its future
14 pricing efforts on different options such as the restructured TOU rates being proposed in
15 this case.

16 **Q. ARE THERE ANY OTHER RATE DESIGN MATTERS YOU WOULD LIKE TO**
17 **ADDRESS IN YOUR TESTIMONY IN THIS PROCEEDING?**

18 A. I would like to reemphasize the importance of the proposals I have offered above to help
19 Duke Energy Indiana's rates evolve to the changing pricing demands of its customers and
20 the industry challenges of the future. My team is continually monitoring trends, best
21 practices, and evaluating new and better methods to address pricing challenges and

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1 customer demands that we will face tomorrow. One such intriguing concept is the Unit
2 Cost Mechanism (UCM).

3 **Q. PLEASE FURTHER EXPLAIN UCM.**

4 A. Above, I addressed the use of a unit cost study to help inform our existing rate designs.
5 This work helps align our designs with our rate classes' costs of service. UCM uses the
6 same unitized cost of service data to support voluntary programs that grant the Company
7 the ability to control different customer-owned assets outside of, or in addition to,
8 applicable Commission-approved Demand Side Management programs. The financial
9 impacts of UCM are typically carried below-the-line, thus eliminating any subsidies from
10 non-participating retail customers.

11 Although, we are not proposing any UCM based programs in this proceeding, the
12 concept may be used to underpin new programs in future. It is a concept I believe holds
13 promise and I hope matures into new program proposals from Duke Energy Indiana to its
14 stakeholders in the future.

15 **Q. IF APPROVED HOW DOES DUKE ENERGY INDIANA INTEND TO**
16 **IMPLEMENT NEW RATES?**

17 A. From an administrative perspective, implementation is expected to follow a very similar
18 process as the last general rate case order in Cause 45253. The Commission's order will be
19 received, any necessary adjustment will be made to conform to the Commission's order
20 and then a complete set of conforming tariffs will be submitted to the Commission for
21 potential approval. If accepted, new rates resulting from an order in this case will be made

DUKE ENERGY INDIANA 2024 BASE RATE CASE
DIRECT TESTIMONY OF ROGER A. FLICK, II

1 effective utilizing a two-step implementation process which Company witness Ms. Graft
2 addresses in her testimony.

3 **IV. CONCLUSION**

4 **Q. WERE ATTACHMENTS 7-A (RAF) THROUGH 7-I (RAF) PREPARED BY YOU**
5 **OR UNDER YOUR DIRECTION?**

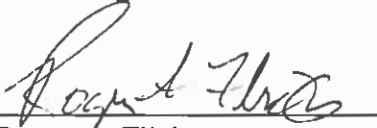
6 A. Yes, they were.

7 **Q. DOES THIS CONCLUDE YOUR PREPARED TESTIMONY?**

8 A. Yes, it does.

VERIFICATION

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

Signed: 
Roger A. Flick

Dated: April 4, 2024

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Plainfield, Indiana 46168

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SECTION TWO

DUKE ENERGY INDIANA, LLC

AFFILIATE STANDARDS

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DUKE ENERGY INDIANA, LLC
AFFILIATE STANDARDS
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DUKE ENERGY INDIANA, LLC AFFILIATE STANDARDS

I. APPLICABILITY

These Affiliate Standards shall apply from and after the effective date of the later of (i) the date of the consummation of the Merger, and (ii) the effective date of the Commission's order approving these Affiliate Standards, until the date when new affiliate standards imposed by Indiana legislation or Commission action become effective. Changes to these Affiliate Standards may be proposed from time to time by either Duke Energy Indiana, LLC (hereafter "Company" or "Duke Energy Indiana") or the OUCC, subject to the approval of the Commission; provided, however, that Company and the OUCC shall meet and discuss any such proposed changes prior to the submission of such changes to the Commission by either Company or the OUCC.

II. SUBSTANTIVE PROVISIONS

(A) Cross-Subsidization Principles

The financial policies and guidelines for transactions between Company and its Affiliates shall reflect the following principles:

1. Company's retail customers shall not subsidize the activities of Company's Non-Utility Affiliates or its Utility Affiliates.
2. Neither Company's Non-Utility Affiliates nor Company's Utility Affiliates shall subsidize the public utility activities of Company.
3. Company's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. These principles shall be applied to avoid costs found to be just and reasonable for ratemaking purposes by a utility regulatory commission being left unallocated or stranded between various regulatory jurisdictions, resulting in the failure of the opportunity for timely recovery of such costs by Company and/or its Utility Affiliates; provided, however, that no more than one hundred percent (100%) of

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such costs shall be allocated on an aggregate basis to the various regulatory jurisdictions.

5. These principles are not intended to, and shall not be interpreted to, alter, modify or change in any way the law in the State of Indiana with respect to the impact of the filing of a consolidated income tax return on Company's income tax expense allocable to jurisdictional customers.
6. Company shall maintain and utilize accounting systems and records that identify and appropriately allocate costs among Company and its Affiliates, consistent with these principles.

(B) Access to Employees, Officers, Books and Records

1. The Commission shall have access to the employees, officers, books and records of any Affiliate of Company to the same extent and in like manner that the Commission has over Company to the extent that the Affiliate engages in direct or indirect transactions with Company. If such employees, officers, books and records cannot be reasonably made available to the Commission, then upon request of the Commission, Company shall, in accordance with applicable Indiana reimbursement rules, reimburse the Commission for appropriate out-of-state travel expenses incurred in accessing the employees, officers, books and records. Company shall maintain, in accordance with generally accepted accounting principles, books, records, and accounts that are separate from the books, records, and accounts of its Affiliates, consistent with Part 101 – Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act. Any objections to providing all books and records must be raised before the Commission and the burden of showing that the request is unreasonable or unrelated to the proceeding is on Company. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.
2. Upon the written request of the OUCG, Company shall make available to the OUCG at reasonable times and places the

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books and records, and employees and officers of each applicable Affiliate of Company, including the Service Company, as are required to assure compliance with these Affiliate Standards. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.

3. Upon the written request of the OUCC, Company shall make available to the OUCC at reasonable times and places copies, which have not otherwise been furnished to the OUCC, of any Affiliate-related filings made by Company with the SEC and/or the FERC during the preceding calendar year. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.
4. Company shall have the right either to seek a protective order from the Commission, the FERC, if applicable, the SEC, if applicable, or a court of competent jurisdiction, or to require the OUCC to enter into a reasonable confidentiality agreement, to protect and safeguard confidential, proprietary and/or competitively sensitive information concerning its Affiliates.

(C) Accounting for Affiliate Transactions

In accordance with generally accepted accounting principles and consistent with state and federal guidelines, Company shall record all transactions with its Affiliates, whether direct or indirect. Company and its Affiliates shall maintain sufficient records to allow for an audit of the transactions involving Company and its Affiliates. Goods and Services provided by Company to a Non-Utility Affiliate, and Goods and Services provided by a Non-Utility Affiliate to Company, shall be accounted for in accordance with current requirements issued by the SEC or the FERC, whichever is applicable, or other statutory requirements if neither the SEC nor the FERC has jurisdiction. Asset transfers from Company to a Non-Utility Affiliate, and asset transfers from a Non-Utility Affiliate to Company, shall be accounted for in accordance with current requirements issued by the SEC or the FERC, whichever is applicable, or other statutory requirements if neither the SEC nor the FERC has jurisdiction.

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(D) **Precluded Affiliate Financial Undertakings**

Company shall not allow a Non-Utility Affiliate to obtain credit under any arrangement that would permit a creditor, upon default of the Non-Utility Affiliate, to have recourse to Company's assets. The financial arrangements of Company's Affiliates are subject to the following restrictions unless otherwise approved by the Commission:

1. Any indebtedness incurred by a Non-Utility Affiliate shall be without recourse to Company.
2. Company shall not enter into any agreements under terms of which Company is obligated to commit funds in order to maintain the financial viability of a Non-Utility Affiliate.
3. Company shall not make any investment in a Non-Utility Affiliate under circumstances in which Company would be liable for the debts and/or liabilities of the Non-Utility Affiliate incurred as a result of acts or omissions of a Non-Utility Affiliate.
4. Company shall not issue any security for the purpose of financing the acquisition, ownership, or operation of a Non-Utility Affiliate.
5. Company shall not assume any obligation or liability as guarantor, endorser, surety, or otherwise in respect of any security of a Non-Utility Affiliate.
6. Company shall not pledge, mortgage or otherwise use as collateral any assets of Company for the benefit of a Non-Utility Affiliate.
7. Company shall hold harmless the retail customers of Company from any adverse effects of Company credit rating declines caused by the actions of Non-Utility Affiliates.

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(E) **Untariffed, Non-Utility Services Provided by Duke Energy Indiana or the Service Company**

Any untariffed, Non-Utility Services provided by Company or the Service Company to any Affiliate shall be itemized in accounting entries (including electronic entries) pursuant to a written contract or written arrangement. Company and the Service Company shall maintain and keep available for inspection by the Commission copies of all accounting entries and each contract and arrangement between Company or the Service Company and Company's Affiliates that relate to the provision of such untariffed, Non-Utility Services.

(F) **Goods or Services Provided by a Non-Utility Affiliate**

Any Goods or Services provided by a Non-Utility Affiliate to Company shall be itemized in accounting entries (including electronic entries) pursuant to a written contract or written arrangement. Company and Non-Utility Affiliates shall maintain and keep available for inspection by the Commission copies of all accounting entries and each contract and arrangement between Company and its Non-Utility Affiliates that relate to the provision of such Goods and Services in accordance with the Commission's retention requirements.

(G) **Independent Operations**

Employees responsible for directing, organizing and executing the business decisions of Company's wholesale merchant or generation functions and those employees of Affiliated Wholesale Power Marketers shall operate independently of one another, to the maximum extent practical. Company shall document all employee movement between and among Company and its Affiliates. Such information shall be made available to the Commission and the OUCG upon request.

(H) **Precluded Property Ownership**

Except as provided in Paragraph (L) or Paragraph (M) of this Section II, Company may not own property in common with an Affiliated Wholesale Power Marketer.

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(I) **Market Information**

No market information (within the meaning of the FERC's code of conduct requirements) obtained by Company in the conduct of its public utility business may be shared with an Affiliated Wholesale Power Marketer, except where such information has been publicly disseminated or simultaneously shared with and made available to all non-affiliated Entities who have requested such information. Customer specific information shall not be made available by Company to an Affiliated Wholesale Power Marketer except under the same terms as such information would be made available to a non-affiliated Entity, and only with the written consent of the customer specifying the information to be released.

(J) **Use of Name or Logo**

A Non-Utility Affiliate may use Company's name or logo only if, in connection with such use, the Non-Utility Affiliate makes adequate disclosures to the effect that: (i) the two Entities are separate; (ii) it is not necessary to purchase the Non-Regulated Goods or Services to obtain public utility service from Company; and (iii) the customer will gain no advantage from Company by buying from the Affiliate.

(K) **No Tying or Conditioning**

Company shall not condition or tie the provision of any Goods, Services, pricing benefit, or waiver of associated terms or conditions, to the purchase of any Goods or Services from an Affiliated Wholesale Power Marketer.

(L) **Sharing of Office Space, Office Equipment, Computer Systems or Information Systems with Affiliated Wholesale Power Marketers**

Except as provided in Paragraph (M) of this Section II and to the maximum extent practical, employees responsible for directing, organizing and executing the business decisions of Affiliated Wholesale Power Marketers' wholesale merchant or generation functions generally shall not share office space, office equipment, computer systems or information systems with those similarly employed employees of Company; provided, however, that computer systems and information systems may be so shared if the systems are secured such that Affiliated Wholesale Power Marketers cannot access Company operating data, and office space may be so

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shared under a lease or other ownership arrangement if the office space is secured such that employees of one company cannot access the designated office area of the other.

(M) Exception for Computer Systems and Information Systems

1. Computer systems and information systems may be shared between Company and Non-Utility Affiliates only to the extent necessary for the provision of corporate support services or other shared services; provided, however, Company shall ensure that the proper security access and other safeguards are in place to ensure full compliance with these Affiliate Standards.
2. These Affiliate Standards are not intended to, and shall not be interpreted to, preclude the sharing of computer systems and information systems between Company and its Affiliates as necessary for the provision of Services consistent with Service Agreements now or hereafter approved by the Commission, including, but not limited to, the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission.

(N) Limitations on Corporate Support Services Affiliate Transactions

Company may engage in transactions directly related to the provision of corporate support services with its Affiliates in accordance with requirements relating to the Service Agreements. As a general principle, such provision of corporate support services shall not allow or provide a means for the transfer of confidential information from Company to its Affiliates, create the opportunity for preferential treatment or unfair competitive advantage, create opportunities for cross-subsidization of Affiliates, or otherwise provide any means to circumvent these Affiliate Standards.

(O) Availability of Goods or Services to Affiliates

Except as provided in Paragraph (N) of this Section II, Company may only make Goods or Services available to an Affiliated Wholesale Power Marketer if the Goods or Services are equally available to all Non-Affiliated Wholesale Power Marketers on the

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same terms, conditions and prices, and at the same time. Company shall process all requests for Goods or Services from Affiliated and Non-Affiliated Wholesale Power Marketers on a non-discriminatory basis.

(P) Documentation

If Company provides both Regulated and Non-Regulated Services or Goods, or if an Affiliate provides Services or Goods to Company, Company and such Affiliate shall maintain documentation in the form of written agreements, an organization chart (depicting Company and all of its Affiliates), accounting bulletins, procedure and work order manuals, or other related documents, which describe how costs are allocated between Regulated and Non-Regulated Services or Goods. Such documentation shall be available, subject to requests for confidential treatment, for review by the Commission in accordance with Paragraph (B) of this Section II.

(Q) Contact for Affiliate Transaction and Personnel Information

Company shall designate an employee who will act as a contact for the Commission and the OUCG seeking data and information regarding Company's Affiliate-related transactions and personnel transfers. Such employee shall be responsible for providing data and information requested by the Commission for any and all transactions between Company and its Affiliates, regardless of the Affiliate(s) from which the information is sought.

(R) Contact for Service and Reliability Concerns

Company shall designate an employee or agent who will act as a contact for the Commission concerning retail consumer issues regarding service and reliability concerns. Such Company representative shall be able to deal with billing, maintenance and service reliability issues.

(S) Contact for State Regulatory Matters

Company shall provide the Commission a current list of employees or agents that are designated to work with the Commission and the

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OUCC concerning state regulatory matters, including, but not limited to, rate cases, consumer complaints and billing issues.

(T) Duke Energy Indiana's Affiliate Contract Filings

Any filings of Affiliate Contracts which Company is required to make with the Commission, the SEC and/or the FERC shall be made consistent with the following procedures:

1. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code § 8-1-2-49 (but not required to be filed by Company with the Commission pursuant Ind. Code §§ 8-1-2-83, 84 or any other Indiana statute), Company shall, thirty (30) days prior to any required filing of such Affiliate Contract (including Service Agreements) with the SEC or the FERC for such agency's approval or acceptance, submit to the Commission Staff and the OUCC a copy of the proposed filing.

(i) If the Commission Staff clears such Affiliate Contract for filing, or does not comment upon it, and no objections are submitted by the OUCC to Company (a copy of any such objections to be provided to Commission Staff) during the Review Period for such contract, then Company may file such contract with the Commission and the SEC or the FERC, whichever is applicable. The contract shall become effective upon the receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

(ii) If during, or upon the expiration of, the Review Period for such Affiliate Contract, the Commission Staff recommends that the Commission reject, disapprove or establish a proceeding to review such contract, or if an objection(s) is submitted by the OUCC to Company (with a copy to Commission Staff), then Company may file the contract with the Commission, but shall not file the contract with the SEC or the FERC, whichever is applicable, until at least thirty (30)

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days after the date that it is filed with the Commission; provided, further, that both such filings shall disclose the Commission Staff's recommendation or the objection(s) regarding the contract. The contract shall become effective upon receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

- 2 For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code § 8-1-2-49 (but not required to be filed by Company with the Commission pursuant Ind. Code §§ 8-1-2-83, 84 or any other Indiana statute) and which Company is not required to file with the SEC or the FERC, Company shall, prior to filing the contract with the Commission, submit to the Commission Staff, and provide to the OUCC, a copy of the contract.
 - (i) If the Commission Staff clears such Affiliate Contract for filing, or does not comment upon it, and no objections are submitted by the OUCC to Company (a copy of any such objections to be provided to Commission Staff) during the Review Period for such contract, then Company may file such contract with the Commission. To the extent that the effectiveness of such contract is not subject to any other necessary regulatory authorizations, such contract shall become effective as of the date that it is filed with the Commission; otherwise, such contract shall become effective as of the first day on which all such necessary regulatory authorizations are received. After becoming effective, such contract shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.
 - (ii) If during, or upon the expiration of, the Review Period for such Affiliate Contract, the Commission Staff recommends that the Commission reject, disapprove or establish a proceeding to review such contract, or if

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an objection(s) is submitted by the OUCC to Company (with a copy to Commission Staff), then Company may file the contract with the Commission, but such contract shall provide for an effective date no earlier than thirty (30) days after such contract is filed with the Commission. The contract shall become effective upon receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

3. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code §§8-1-2-83, 84, or any other applicable Indiana statute which requires specific Commission approval (this does not include Ind. Code §8-1-2-49), Company shall file such contract with the Commission under a separate docket and such filing shall be handled through the normal procedures established by the Commission for obtaining Commission approval thereof. Company shall either obtain Commission approval of such contract prior to any required filing of such contract with the SEC or the FERC for such agency's approval or acceptance, or otherwise request that the effective date of such agency's approval or acceptance be no earlier than the date of the Commission's approval of such contract.
4. After an Affiliate Contract has been filed by Company with the Commission, the Commission may in accordance with Indiana law approve or disapprove the contract. If such contract is also required to be filed by Company with the SEC or the FERC for such agency's approval or acceptance, then upon any Commission disapproval of the contract:
 - (i) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is applicable, has not yet been received by Company, then Company will seek to withdraw its filing requesting such agency's approval or acceptance; or
 - (ii) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is

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applicable, has been received and none of the other contracting parties are Utility Affiliates of Company subject to any other state utility regulatory commission's jurisdiction, then Company will:

- (a) Terminate such contract pursuant to its terms;
or
 - (b) At its sole option, take such steps as are necessary to cause such contract to be amended in order to remedy the Commission's adverse determination with respect to such contract; or
- (iii) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is applicable, has been received and one or more of the other contracting parties are Utility Affiliates of Company subject to another state utility regulatory commission's jurisdiction, then Company will make a good faith effort to terminate or amend such contract in a manner which remedies the Commission's adverse determination with respect to such contract. If agreement can be reached to terminate or amend the contract in a manner satisfactory to the contracting parties and the representatives of each affected state commission, then Company shall:
- (c) File any such agreed upon amended contract with the Commission and the SEC or the FERC, whichever is applicable, pursuant to this Paragraph (T); or
 - (d) Make a filing with the Commission, and the SEC or the FERC, whichever is applicable, to terminate the contract.

If no agreement can be reached satisfactory to each contracting party and to each affected state commission, after good faith negotiations, then Company shall have no further obligations under

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these Affiliate Standards with respect to such contract.

5. Nothing in these Affiliate Standards affects, modifies or alters in any way the rights and duties of the Commission under applicable state and federal law.

(U) Violations

Any violation of the provisions of these Affiliate Standards shall be subject to the enforcement powers and penalties of the Commission.

(V) Independent Audits

Company shall fund the cost of four (4) independent audits (up to a total of \$400,000) after Merger consummation of Company's Affiliate-related transactions to determine compliance with these Affiliate Standards, and to determine that Company has sufficient controls and training in place to enable compliance with these Affiliate Standards. The results of such audits shall be filed with the Commission.

(W) Public Utility Holding Company Act of 2005

If the Public Utility Holding Company Act of 2005 is repealed or materially amended during the time that these Affiliate Standards are in effect and equivalent jurisdiction is not given to another federal agency, then Company will work with the Commission to ensure that Company continues to furnish the Commission with the appropriate information to regulate Company. The Commission may establish its reporting requirements regarding the nature of intercompany transactions concerning Company and a description of the basis upon which cost allocations and transfer pricing have been established in these transactions.

(X) No Impairment of Service Company Structure

These Affiliate Standards are not intended to, and shall not be interpreted to, prohibit or impair the continued existence and operation of the Service Company structure of Duke Energy Indiana's Holding Company.

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(Y) **No Preclusion of Commission Approved Actions or FERC Pricing Requirements for Affiliate Transactions**

These Affiliate Standards are not intended to, and shall not be interpreted to, preclude Company from providing to, or receiving from, its Affiliates any Goods, Services, or other resources pursuant to: (i) the provisions of Service Agreements now or hereafter approved by the Commission, including, but not limited to, the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I- 3 in Cause No. 42873 before the Commission; (ii) specific approval of the Commission; or (iii) the FERC's pricing requirements for Company's Affiliate-related transactions.

(Z) **Affiliate Firm or Unit Power Purchase by Duke Energy Indiana for a Term of 5 Years or More**

Company shall file with the Commission for the Commission's acceptance and approval any proposed purchase of firm power or unit power by Company from an Affiliate for a term of five (5) years or more.

III. **INFORMATIONAL FILINGS**

(A) **Annual Informational Filings**

On an annual basis, Company shall file with the Commission (and provide to the OUCC) the following information concerning each Company Affiliate that is: (i) Duke Energy Indiana's Holding Company, (ii) a Subsidiary of Duke Energy Indiana, (iii) a Utility Affiliate, (iv) a Subsidiary of a Utility Affiliate, or (v) a first tier Subsidiary of Duke Energy Indiana's Holding Company:

1. The names and business addresses of the officers and directors of each such Affiliate.
2. A description of each such Affiliate's business purpose(s), including a description of any diversification policy.
3. An organization chart showing Duke Energy Indiana, such Affiliates, and their relationship to each other.

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4. A description of the method(s) used to identify, value, and record transfers of Assets, Goods and Services between Company and such Affiliates.
5. A description of the method used to allocate federal and state income tax expense, payments and refunds to Company and such Affiliates.
6. A description of specific transfers of Assets, Goods or Services between Company and such Affiliates during the applicable period, and a description of the transfer value(s) utilized for such transfers.
7. A description of specific transfers of personnel between Company and such Affiliates during the applicable period, and a description of the transfer value(s) utilized for such transfers.

These annual informational filings shall be made as of the last day of April of each calendar year that these Affiliate Standards are in effect.

(B) Additional Annual Informational Filings

On an annual basis, Company shall file with the Commission (and provide to the OUCC) the following information concerning each Company Affiliate that is: (i) Duke Energy Indiana's Holding Company, (ii) a Subsidiary of Duke Energy Indiana, (iii) a Utility Affiliate, (iv) a Subsidiary of a Utility Affiliate, or (v) a first tier Subsidiary of Duke Energy Indiana's Holding Company:

1. The capital structure of each such Affiliate as of the end of the applicable period.
2. A statement of the changes in the capital structure of each such Affiliate during the applicable period.
3. An assessment of the effects on Company's capital structure and Company's ability to attract capital due to the activities of each such Affiliate during the applicable period.

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4. If requested by the Commission or the OUCC, the names and job descriptions of any employees of Company transferred to, or for whom seventy-five percent (75%) or more of their time has been allocated to, such an Affiliate during the applicable period.
5. Any amendments to the Utility Money Pool Agreement made in the previous calendar year.

These additional annual informational filings shall be made as of the last day of April of each calendar year that these Affiliate Standards are in effect.

(C) Special Informational Filing

1. In addition to the other filings required by Paragraphs (A) and (B) of this Section III, Company shall make a special informational filing detailing the transfer by Company to a Non-Utility Affiliate of: (i) any confidential public utility information, including customer lists, to be used for non-utility purposes; or (ii) any intellectual property whose original cost exceeds \$500,000. Such a special informational filing shall address any covered transfers during the applicable period
2. These special informational filings shall be made as of the last day April of each calendar year that these Affiliate Standards are in effect.

(D) Confidentiality Agreement and Protective Orders

Company shall have the right either to seek a protective order from the Commission or a court of competent jurisdiction, or to require the OUCC to enter into a reasonable confidentiality agreement, to protect and safeguard confidential, proprietary or competitively sensitive information concerning its Affiliates that may be contained in any of the filings required by this Section III.

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IV. DEFINITIONS

When used in these Affiliate Standards, the following terms shall have the respective meanings set forth below, and when the defined meaning is intended the term is initially capitalized.

- (A) “Affiliate” means an Entity that is Duke Energy Indiana’s Holding Company, a Subsidiary of Duke Energy Indiana or a Subsidiary of any tier of Duke Energy Indiana’s Holding Company (other than Company).
- (B) “Affiliate Contract” means an Affiliate Operating Contract, an Affiliate Sales Contract, an Affiliate Surety Contract, a Section 205 Contract, or an amendment to any such contract; provided, however, that “Affiliate Contract” does not include the Service Agreements identified as Petitioner’s Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission, but “Affiliate Contract” does include amendments to such Service Agreements.
- (C) “Affiliate Operating Contract” means a contract, other than a Section 205 Contract, between Company and one or more of its Affiliates providing for the operation of any part of Company’s generating, transmission and/or distribution facilities by such Affiliate(s).
- (D) “Affiliate Sales Contract” means a contract, other than an Affiliate Operating Contract or a Section 205 Contract, between Company and one or more of its Affiliates involving the purchase or sale of Assets, Goods or Services.
- (E) “Affiliate Surety Contract” means a contract between Company and one or more of its Affiliates involving the assumption by Company of any liability as guarantor, endorser, surety, or otherwise in respect of any security or contract of an Affiliate.
- (F) “Affiliated Wholesale Power Marketer” means: (i) an Affiliate that is an Exempt Wholesale Generator; (ii) an Affiliate that is a Power Marketer; and (iii) Duke Energy Ohio’s electric wholesale merchant and electric generation functions to the extent that such electric wholesale merchant and electric generation functions remain subject to Am. Sub. S.B. 3, Gen. Assem. (Ohio 1999), codified primarily at Ohio Rev. Code Ann. §4928.01 *et seq.*, to restructure Ohio’s electric utility industry so as to achieve retail competition in the electric generation component of public utility service, as in effect on the date of consummation of the Merger, but “Affiliated

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Wholesale Power Marketer” shall not include Duke Energy Ohio’s electric transmission and distribution functions.

- (G) “Assets” means any land, plant, equipment, franchises, licenses, or other intangibles, or rights to use assets.
- (H) “Duke Energy Ohio” means Duke Energy Ohio, Inc. formerly known as The Cincinnati Gas & Electric Company, or any successor in interest.
- (I) “Commission” means the Indiana Utility Regulatory Commission, or any successor governmental agency.
- (J) “Commission Staff” means the staff of the Commission.
- (K) “Entity” means a corporation, limited liability company or a natural person.
- (L) “Exempt Wholesale Generator” means an Entity which is engaged, directly or indirectly through one or more affiliated Entities, exclusively in the business of owning or operating all or part of a facility for generating electricity and selling electricity at wholesale and who: (i) does not own a facility for the transmission of electricity, other than an essential interconnecting transmission facility necessary to affect a sale of electricity at wholesale; and (ii) has applied to the FERC for a determination under 15 U.S.C. 79z-5a.
- (M) “FERC” means the Federal Energy Regulatory Commission, or any successor governmental agency.
- (N) “Federal Power Act” means 16 U.S.C. 792 *et seq.*, or any successor statute.
- (O) “Goods” means any goods, inventory, products, materials, supplies, appliances, or similar property (but not electric energy and/or capacity)
- (P) “Merger” means the merger of Cinergy Corp. and Duke Energy Corporation.

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- (Q) “Non-Affiliated Wholesale Power Marketer” means: (i) an Exempt Wholesale Generator that is not an Affiliate; and (ii) a Power Marketer that is not an Affiliate.
- (R) “Non-Regulated” means not regulated by a state utility regulatory commission with respect to rates, charges or prices paid by an end-use customer.
- (S) “Non-Utility” means not a public utility.
- (T) “Non-Utility Affiliate” means an Affiliate which is neither a public utility nor a Utility Service Company.
- (U) “OUCC” means the Indiana Office of Utility Consumer Counselor, or any successor governmental agency.
- (V) “Power Marketer” means an Entity which: (i) becomes an owner or broker of electricity for the purpose of selling electricity at wholesale; (ii) does not own electric transmission or distribution facilities in a state; (iii) does not have a certified retail electric service area; and (iv) has been granted authority by the FERC to sell electricity at market-based rates.
- (W) “Duke Energy Indiana” means Duke Energy Indiana, LLC formerly known as PSI Energy, Inc., or any successor in interest.
- (X) “Duke Energy Indiana’s Holding Company” means Cinergy Corp. and Duke Energy Corporation, or their respective successors in interest, or any Entity that owns directly or indirectly ten percent (10%) or more of the voting capital stock of Cinergy Corp. or Duke Energy Corporation, or their respective successors in interest; provided, however, for purposes of Section II(B) and Section III of these Affiliate Standards such “ten percent (10%) or more” voting capital stock requirement shall be “fifty percent (50%) or more”.
- (Y) “Public Utility Holding Company Act of 2005” means Pub. L. No. 109-58, 119 Stat. 594 (2005), §§ 1261 *et seq.*, or any successor statute.
- (Z) “Regulated” means regulated by a state utility regulatory commission with respect to rates, charges or prices paid by an end-use customer.

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- (AA) "Review Period" means a period of thirty (30)-consecutive calendar days commencing on the first day immediately following the date that Company submits an Affiliate Contract to the Commission's Chief Operating Officer (or such other person as the Commission may designate from time to time) for the Commission's Staff's review, which period precedes Company's filing of such Affiliate Contract with the Commission pursuant to Ind. Code § 8-1-2-49, or any successor statute.
- (BB) "SEC" means the Securities and Exchange Commission, or any successor governmental agency.
- (CC) "Section 205 Contract" means an interconnection, interchange, pooling, operating, transmission, power sale or ancillary power services contract or similar contract entered into between Company and a Utility Affiliate and/or a Utility Service Company and subject to regulation by the FERC pursuant to Section 205 of the Federal Power Act, 16 U.S.C. 824d, or any successor statute.
- (DD) "Service Agreement" means a contract under which a Utility Service Company provides Services.
- (EE) "Service Company" means a Utility Service Company.
- (FF) "Services" means the performance of activities having value to one party, such as managerial, financial, accounting, legal, engineering, construction, purchasing, marketing, auditing, statistical, advertising, publicity, tax, research, and other similar services (but not public utility services).
- (GG) "Subsidiary" means any corporation ten percent (10%) or more of whose voting capital stock is controlled by another Entity; Subsidiaries of Company are those corporations in which Company owns directly or indirectly (or in combination with Company's other Affiliates) ten percent (10%) or more of such corporation's voting capital stock; provided, however, for purposes of Section II(B) and Section III of these Affiliate Standards such "ten percent (10%) or more" voting capital stock requirement shall be "fifty percent (50%) or more".
- (HH) "Utility Affiliate" means an Affiliate of Company which is also a public utility.

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(II) "Utility Money Pool Agreement" means the agreement identified as Petitioner's Exhibit G-2 in Cause No. 42873 before the Commission.

(JJ) "Utility Service Company" means an Affiliate whose primary business purpose is to provide administrative and general or operating Services to Company and Utility Affiliate(s).

V. **MISCELLANEOUS**

(A) **Headings**

The descriptive headings of the various Sections, Paragraphs, and other provisions of these Affiliate Standards have been inserted for convenience of reference only and shall not define, modify, restrict, construe, or otherwise affect the construction or interpretation of any provisions of these Affiliate Standards.

(B) **Changes**

No changes to these Affiliate Standards shall be effective unless and until approved by order of the Commission. The effective date of any change to these Affiliate Standards shall be the effective date of the Commission's order approving such change.

(C) **Certain Effective Affiliate Contracts**

The following Affiliate Contracts shall be effective as of the effective date of the Commission's order approving these Affiliate Standards:

1. The Affiliate Contract identified as Petitioner's Exhibit I-1 in Cause No. 42873 before the Commission;
2. The Affiliate Contract identified as Petitioner's Exhibit I-2 in Cause No. 42873 before the Commission;
3. The Affiliate Contract identified as Petitioner's Exhibit I-3 in Cause No. 42873 before the Commission;

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4. The Affiliate Contract identified as Petitioner's Exhibit F-1 in Cause No. 42873 before the Commission; and
5. The Affiliate Contract identified as Petitioner's Exhibit G-2 in Cause No. 42873 before the Commission.

(D) Replacement for Affiliate Guidelines

As of the effective date of these Affiliate Standards, these Affiliate Standards replace and supersede the Affiliate Guidelines included as Section Two of Company's Retail Electric Tariff, IURC No. 14. Company shall include these Affiliate Standards as Section Two of its applicable Retail Electric Tariff.

(E) No Affect on Federal Rights

Nothing in these Affiliate Standards shall be interpreted to affect, modify or alter in any way the rights of any Entity to petition the SEC regarding any Affiliate Contract, or to file a complaint with the FERC under Section 206 of the Federal Power Act regarding any Affiliate Contract, or to exercise any right under Section 1275(b) of the Public Utility Holding Company Act of 2005 regarding any Affiliate Contract.

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**DUKE ENERGY INDIANA, LLC
OR
DUKE ENERGY**

1000 EAST MAIN STREET, PLAINFIELD, INDIANA 46168

**SCHEDULE OF
RATES, TERMS AND CONDITIONS ORIGINATED WITH
CAUSE NO. XXXXX
FOR ELECTRIC SERVICE**

IN

**CITIES, TOWNS AND UNINCORPORATED COMMUNITIES LISTED ON
TARIFF NO. 3, Pages 1- 5, INCLUSIVE AND RURAL AREAS IN
COUNTIES LISTED ON TARIFF NO. 4**

**SECTION ONE Rates, Terms and Conditions of Service
SECTION TWO..... Affiliate Guidelines**

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IURC No. 16

Original Tariff No. 2

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INDEX OF CITIES, TOWNS, AND UNINCORPORATED COMMUNITIES SERVED BY COMPANY UNDER RATE SCHEDULES WHICH ARE EFFECTIVE FOR THE DISTRIBUTION SYSTEM OF SUCH AREAS

<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Abington	Wayne	Bakers Corner	Hamilton	Boxley	Hamilton
Abydel	Orange	Bargersville	Johnson	Boyleston	Clinton
Adams	Decatur	Barr	Daviess	Bracken	Huntington
Addison	Shelby	Bartletttsville	Lawrence	Brandywine	Hancock
Akron	Fulton	Barton	Gibson	Brazil	Clay
Alford	Pike	Bath	Franklin	Bridgeton	Parke
Algiers	Pike	Beanblossom	Monroe	Bright	Dearborn
Allen	Miami	Beard	Clinton	Brookfield	Shelby
Allendale	Vigo	Bedford	Lawrence	Brooklyn	Morgan
Alpine	Fayette	Belleville	Hendricks	Brookville	Franklin
Alquina	Fayette	Bennett's Switch	Miami	Brown	Washington
Alta	Vermillion	Benton	Monroe	Browns Valley	Montgomery
Alto	Howard	Benwood	Clay	Brownsburg	Hendricks
Alton	Crawford	Bethany	Morgan	Brownstown	Jackson
Amboy	Miami	Bethel	Posey	Brownsville	Union
Amo	Hendricks	Bethlehem	Cass	Bruceville	Knox
Anderson	Madison	Bicknell	Knox	Bryantsburg	Jeffereson
Andersonville	Franklin	Billingsville	Union	Buck Creek	Hancock
Andrews	Huntington	Billtown	Clay	Buckskin	Gibson
Antioch	Clinton	Billville	Clay	Bucktown	Sullivan
Arba	Randolph	Bippus	Huntington	Bunker Hill	Miami
Arcadia	Hamilton	Blanford	Vermillion	Burlington	Carroll
Arda	Pike	Blocher	Scott	Burnett	Vigo
Arlington	Rush	Bloomfield	Greene	Burney	Decatur
Aroma	Hamilton	Blooming Grove	Franklin	Burrows	Carroll
Ashboro	Clay	Bloomington	Monroe	Busseron	Knox
Asherville	Clay	Blue Ridge	Shelby	Butlerville	Jennings
Ashland	Henry	Blue River	Henry	Cadiz	Henry
Athens	Fulton	Boggstown	Shelby	Cain	Fountain
Atherton	Parke	Bogleville	Clay	Cambria	Clinton
Atlanta	Hamilton	Bolivar	Benton	Cambridge City	Wayne
Attica	Fountain	Bono	Lawrence	Campbell	Jennings
Aurora	Dearborn	Boone	Cass	Campbelsburg	Washington
Austin	Scott	Borden	Clark	Canaan	Jefferson
Avoca	Lawrence	Boston	Wayne	Carbon	Clay
Avon	Hendricks	Bowerstown	Huntington		
Azalia	Bartholomew	Bowling Green	Clay		

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**INDEX OF CITIES, TOWNS, AND UNINCORPORATED COMMUNITIES SERVED BY COMPANY UNDER
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<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Cardonia	Clay	Cloverdale	Putnam	Delphi	Carroll
Carlisle	Sullivan	Cloverland	Clay	Deming	Hamilton
Carmel	Hamilton	Coal Bluff	Vigo	Democrat	Carroll
Carpentersville	Putnam	Coal City	Owen	Denver	Miami
Carr	Jackson	Coal Creek	Montgomery	Depauw	Harrison
Carrollton	Carroll	Coalmont	Clay	Deputy	Jefferson
Cartersburg	Hendricks	Cobb	Vigo	Deuchers	Crawford
Carthage	Rush	Coe	Pike	Dick Johnson	Clay
Cass	Greene	Colburn	Tippecanoe	Dillsboro	Dearborn
Cassville	Howard	Colfax	Clinton	Disko	Fulton
Cates	Fountain	Collamer	Whitley	Dover	Dearborn
Cayuga	Vermillion	College Corner	Union	Drewsburg	Franklin
Cedar Grove	Franklin	Columbia	Fayette	Driftwood	Jackson
Cementville	Clark	Columbus	Bartholomew	Dudley	Henry
Centenary	Vermillion	Commiskey	Jennings	Dugger	Sullivan
Center	Howard	Connersville	Fayette	Dunlapsville	Union
Center Point	Clay	Converse	Miami	Dunreith	Henry
Centerville	Wayne	Cory	Clay	Dupont	Jefferson
Charlestown	Clark	Corydon	Harrison	Durbin	Hamilton
Charlottesville	Hancock	Cottage Grove	Union	Eagle	Boone
Chelsea	Jefferson	Cotton	Switzerland	Eagle Village	Boone
Chester	Wabash	Covington	Fountain	Eagletown	Hamilton
Chesterville	Dearborn	Cradick Corner	Putnam	East Germantown	Wayne
Chili	Miami	Crandall	Harrison	East Glenn	Vigo
China	Jefferson	Crothersville	Jackson	Eagletown	Hamilton
Cicero	Hamilton	Cumberland	Hancock	East Oolitic	Lawrence
Circleville	Rush	Curby	Crawford	East Shelburn	Sullivan
Clare	Hamilton	Curry	Sullivan	East Union	Tipton
Clark	Montgomery	Curtisville	Tipton	Economy	Wayne
Clarksburg	Decatur	Cutler	Carroll	Edinburgh	Johnson
Clarks Hill	Tippecanoe	Cynthiana	Posey	Edna Mills	Clinton
Clarksville	Clark	Dallas	Huntington	Edwardsport	Knox
Clay	Miami	Dalton	Wayne	Edwardsville	Floyd
Clay City	Clay	Dana	Vermillion	Eel	Cass
Clayton	Hendricks	Danville	Hendricks	Eel River	Hendricks
Clear Creek	Monroe	Davis	Fountain	Ehrmandale	Vigo
Cleveland	Whitley	Dayton	Tippecanoe	Ekin	Tipton
Clifford	Bartholomew	Decker	Knox	Elberfeld	Warrick
Clifton	Union	Deedsville	Miami	Elizabethtown	Bartholomew
Clifty	Bartholomew	Deer Creek	Carroll	Ellettsville	Monroe
Clinton	Vermillion	Delaware	Hamilton	Elmdale	Montgomery

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<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Elmore	Daviess	Fritchton	Knox	Greer	Warrick
Elnora	Daviess	Fruitdale	Brown	Greetingsville	Clinton
Elston	Tippecanoe	Fugit	Decatur	Griffin	Posey
Emison	Knox	Fulton	Fulton	Groomsville	Tipton
Emporia	Madison	Gale	Hendricks	Guilford	Hendricks
English	Crawford	Galena	Floyd	Guthrie	Lawrence
Enos Corner	Pike	Galveston	Cass	Guy	Howard
Ervin	Howard	Gambill	Sullivan	Gwynneville	Shelby
Ethel	Orange	Garden City	Bartholomew	Haddon	Sullivan
Eugene	Vermillion	Gem	Hancock	Hagerstown	Wayne
Everton	Fayette	Geneva	Jennings	Halbert	Martin
Fairfield	Franklin	Georgetown	Floyd	Hamblen	Brown
Fairland	Shelby	German	Bartholomew	Hamilton	Sullivan
Fairplay	Greene	Gilead	Miami	Handy	Monroe
Fairview	Fayette	Gill	Sullivan	Hanover	Jefferson
Fairview Park	Vermillion	Gings	Rush	Hardinsburg	Washington
Fall Creek	Hamilton	Glen Ayr	Vigo	Harmony	Clay
Farmersburg	Sullivan	Glenhall	Tippecanoe	Harrison	Dearborn
Fayette	Vigo	Glenwood	Rush	Harrodsburg	Monroe
Ferguson Hill	Vigo	Glezen	Pike	Hart	Warrick
Fillmore	Putnam	Gnaw Bone	Brown	Hartleyville	Lawrence
Fishers	Hamilton	Goblesville	Huntington	Hartsville	Bartholomew
Fishersburg	Hamilton	Goldsmith	Tipton	Hashtown	Greene
Flat Rock	Bartholomew	Gosport	Owen	Haw Creek	Bartholomew
Fleming	Jackson	Gowdy	Rush	Hazelton	Gibson
Florida	Parke	Graham	Jefferson	Heath	Tippecanoe
Floyds Knobs	Floyd	Grammer	Bartholomew	Helmsburg	Brown
Fontanet	Vigo	Grange Corner	Vigo	Helt	Vermillion
Forest	Clinton	Grant	Greene	Hemlock	Howard
Fortville	Hancock	Graysville	Sullivan	Hendrick	Warren
Fountain City	Wayne	Grantsburg	Crawford	Henry	Fulton
Fountaintown	Shelby	Green	Hancock	Hensley	Johnson
Frankfort	Clinton	Greencastle	Putnam	Hidden Valley	Dearborn
Francis	Johnson	Greendale	Dearborn	Highland	Vermillion
Francisco	Gibson	Greenfield	Hancock	Hillisburg	Clinton
Franklin	Johnson	Green's Fork	Wayne	Hillsboro	Fountain
Fredonia	Crawford	Greensboro	Henry	Hobbs	Tipton
Freedom	Owen	Greensburg	Decatur	Hogan	Dearborn
Freelandville	Knox	Greentown	Howard	Holton	Ripley
Freeport	Know	Greenville	Floyd	Home Place	Hamilton
French Lick	Orange	Greenwood	Johnson	Homer	Rush

**Urban areas may span more than one County*

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<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Honey Creek	Howard	Knightsville	Clay	London	Shelby
Hoosierville	Clay	Kokomo	Howard	Loogootee	Davies
Hope	Bartholomew	Klondyke	Vermillion	Lost Creek	Vigo
Hopewell	Johnson	Kingston	Decatur	Lotus	Union
Horace	Decatur	Kinsey	Kosciusko	Lucerne	Cass
Hortonville	Hamilton	Kirby	Monroe	Ludlow	Dearborn
Howard	Parke	Kirkland	Clinton	Lyford	Parke
Howesville	Clay	Kramer	Warren	Lynnville	Warrick
Hubbells Corner	Dearborn	Kyle	Dearborn	Lyons	Greene
Huntington	Huntington	LaFontaine	Wabash	Lyonsville	Fayette
Huntsville	Madison	Lafayette	Tippecanoe	Mace	Montgomery
Hymera	Sullivan	Lagro	Wabash	Mackey	Gibson
Ijamsville	Wabash	Laketon	Wabash	Macy	Miami
ILene	Greene	Lamong	Hamilton	Madison	Jefferson
Indian Creek	Monroe	Lancaster	Jefferson	Magnolia	Crawford
Indian Heights	Howard	Lanesville	Harrison	Makin	Huntington
Indiana Mt Carmel	Franklin	Lapel	Madison	Manchester	Dearborn
Indianapolis	Marion	Lapland	Montgomery	Manhattan	Putnam
Ingalls	Madison	Larimer Hill	Vigo	Manilla	Rush
Jackson	Rush	Laughery	Ripley	Manson	Clinton
Jamestown	Boone	Lauramie	Tippecanoe	Marco	Greene
Jasonville	Greene	Laurel	Franklin	Marengo	Crawford
Jefferson	Morgan	Lawrence	Marion	Marion	Shelby
Jeffersonville	Clark	Lawrenceburg	Dearborn	Marion Heights	Vigo
Jenkinsville	Putnam	Lawrenceport	Lawrence	Markle	Huntington
Jennings	Crawford	Leases Corner	Cass	Markles	Vigo
Jericho	Sullivan	Leavenworth	Crawford	Markleville	Madison
Jerome	Howard	Letts	Decatur	Marshall	Lawrence
Johnson	Gibson	Lewis	Clay	Marshfield	Warren
Johnsonville	Warren	Lewis Creek	Shelby	Martinsville	Morgan
Johnstown	Knox	Lewisville	Henry	Martz	Clay
Jolietville	Hamilton	Lexington	Scott	Mauzy	Rush
Jonestown	Vermillion	Liberty	Union	Maxwell	Hancock
Jonesville	Bartholomew	Liberty Mills	Wabash	Mays	Rush
Jordan	Warren	Libertyville	Vigo	McCoy	Decatur
Kappa	Howard	Liggett	Vigo	Mecca	Parke
Kelso	Dearborn	Limedale	Putnam	Mechanicsburg	Henry
Kempton	Tipton	Lincoln	Hendricks	Medora	Jackson
Kennard	Henry	Linnsburg	Montgomery	Mellott	Fountain
Kent	Warren	Linton	Greene	Merom	Sullivan
Kilmore	Clinton	Lizton	Hendricks	Merom Station	Sullivan
Kingman	Fountain	Lodi	Parke	Messick	Henry
Kitchel	Union	Logan	Dearborn		

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INDEX OF CITIES, TOWNS, AND UNINCORPORATED COMMUNITIES SERVED BY COMPANY UNDER RATE SCHEDULES WHICH ARE EFFECTIVE FOR THE DISTRIBUTION SYSTEM OF SUCH AREAS

<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Metamora	Franklin	Mount Sinai	Dearborn	Nineveh	Johnson
Miami	Cass	Mount Summit	Henry	Noble	Rush
Michigan	Clinton	Mulberry	Clinton	Noblesville	Hamilton
Michigantown	Clinton	Nabb	Scott	Normanda	Tipton
Middle	Hendricks	Napoleon	Ripley	Norristown	Shelby
Middlefork	Clinton	Nashville	Brown	Northfield	Boone
Milan	Ripley	Nebraska	Jennings	North Grove	Miami
Milford	Decatur	Needham	Johnson	North Manchester	Wabash
Millcreek	Fountain	Needmore	Lawrence	North Salem	Hendricks
Miller	Dearborn	Nevada	Tipton	North Terre Haute	Vigo
Milltown	Crawford	Nevins	Vigo	North Union	Montgomery
Milroy	Rush	New Albany	Floyd	North Vernon	Jennings
Milton	Wayne	New Alsace	Dearborn	Northwest	Orange
Mitchell	Lawrence	New Bath	Franklin	Nortonburg	Bartholomew
Mixerville	Franklin	Newberry	Greene	Nulltown	Fayette
Mohawk	Hancock	New Britton	Hamilton	Numa	Parke
Monitor	Tippecanoe	New Castle	Henry	Oak Park	Clark
Monroe	Pike	New Elizabethtown	Jackson	Oakford	Howard
Monroe City	Knox	New Garden	Wayne	Oakland City	Gibson
Montezuma	Parke	New Goshen	Vigo	Oaktown	Knox
Montgomery	Gibson	New Marion	Montgomery	Oakville	Delaware
Montmorenci	Tippecanoe	New Market	Montgomery	Ockley	Carroll
Mooreland	Henry	New Palestine	Hancock	Odon	Daviess
Moores Hill	Dearborn	New Pekin	Washington	Ogden	Henry
Moral	Shelby	New Point	Decatur	Ohio	Crawford
Moran	Clinton	New Salem	Rush	Old Bath	Franklin
Morgan	Harrison	New Salisbury	Harrison	Old St. Lewis	Bartholomew
Morgantown	Morgan	New Trenton	Dearborn	Oldenburg	Franklin
Morris	Ripley	New Unionville	Monroe	Olio	Hamilton
Morristown	Shelby	New Washington	Clark	Onward	Cass
Mott Station	Harrison	New Whiteland	Johnson	Oolitic	Lawrence
Mound	Warren	Newport	Vermillion	Orange	Fayette
Mount Auburn	Wayne	Newtown	Fountain	Orangeville	Orange
Mount Carmel	Franklin			Orleans	Orange
Mount Comfort	Hancock			Osgood	Ripley
Mount Liberty	Brown			Otter Creek	Vigo
Mount Meridian	Putnam			Otterbein	Tippecanoe

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INDEX OF CITIES, TOWNS, AND UNINCORPORATED COMMUNITIES SERVED BY COMPANY UNDER RATE SCHEDULES WHICH ARE EFFECTIVE FOR THE DISTRIBUTION SYSTEM OF SUCH AREAS

<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Otto	Clark	Plainfield	Hendricks	Richmond	Wayne
Owen	Clinton	Plainville	Daviess	Rich Valley	Wabash
Owensville	Gibson	Pleasant	Wabash	Riddle	Crawford
Palmyra	Harrison	Pleasant Gardens	Putnam	Riley	Vigo
Paoli	Orange	Pleasant Run	Lawrence	Ripley	Rush
Paragon	Morgan	Pleasant View	Shelby	Riverton	Sullivan
Paris	Jennings	Pleasantville	Sullivan	Roachdale	Putnam
Paris Crossing	Jennings	Plevna	Howard	Roann	Wabash
Parkersburg	Montgomery	Point Commerce	Greene	Rob Roy	Fountain
Patoka	Gibson	Poland	Clay	Robb	Posey
Patrickburg	Owen	Polk	Monroe	Rochester	Fulton
Paw Paw	Wabash	Posey	Clay	Rock Creek	Bartholomew
Paxton	Sullivan	Poseyville	Posey	Rockfield	Carroll
Paynesville	Jefferson	Prairie	Tipton	Rockford	Jackson
Peerless	Lawrence	Prairie Creek	Vigo	Romona	Owen
Pence	Warren	Prairieton	Vigo	Rosedale	Parke
Pendleton	Madison	Prescott	Shelby	Ross	Clinton
Penntown	Ripley	Princeton	Gibson	Rosston	Boone
Perkinsville	Madison	Prospect	Orange	Rossville	Clinton
Perry	Clay	Putnamville	Putnam	Royal Center	Cass
Perrysburg	Miami	Pymont	Carroll	Rugby	Bartholomew
Perrysville	Vermillion	Quaker	Vermillion	Rushville	Rush
Petersburg	Pike	Queensville	Jennings	Russell	Putnam
Petersville	Bartholomew	Raccoon	Parke	Russellville	Putnam
Pettit	Tippecanoe	Radnor	Carroll	Russiaville	Howard
Philadelphia	Hancock	Raintown	Hendricks	Saint Bernice	Vermillion
Pholox	Howard	Ramsey	Harrison	Saint Omer	Decatur
Pierce	Washington	Randall	Vermillion	Salem	Washington
Piereville	Ripley	Randolph	Vermillion	Salt Creek	Monroe
Pierson	Clay Vigo	Ray	Franklin	Saluda	Jefferson
Pike	Warren	Raymond	Franklin	Sand Creek	Decatur
Pilot Knob	Crawford	Rays Crossing	Shelby	Sandborn	Knox
Pimento	Vigo	Redding	Jackson	Sandcut	Vigo
Pine Ridge	Vigo	Redhill	Lawrence	Sanders	Monroe
Pipe Creek	Madison	Reelsville	Putnam	Sandford	Vigo
Pittsboro	Hendricks	Republican	Jefferson	Sandusky	Decatur
Pittsburg	Carroll	Rexville	Ripley		
		Rhodes	Vermillion		
		Richland	Rush		

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<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Sandytown	Vermillion	Southeast	Orange	Sullivan	Sullivan
Scircleville	Clinton	Spades	Ripley	Sulphur Springs	Henry
Scott	Montgomery	Sparta	Dearborn	Summit Grove	Vermillion
Seelyville	Vigo	Speed	Clark	Sunman	Ripley
Sellersburg	Clark	Speltonville	Vigo	Swalls	Vigo
Servia	Wabash	Spencer	Owen	Switz City	Greene
Seward	Kosciusko	Spice Valley	Lawrence	Tarry Park	Lawrence
Seymour	Jackson	Spice Land	Henry	Taylor	Owen
Shadeland	Tippecanoe	Spring Lake	Hancock	Taylorville	Bartholomew
Shanghai	Howard	Springerville	Fayette	Taylorville	Vigo
Sharpsville	Tipton	Spring Lake	Hancock	Temple	Crawford
Sharptown	Franklin	Springfield	Franklin	Terre Haute	Vigo
Shawnee	Fountain	Springport	Henry	Tetersburg	Tipton
Shawswick	Lawrence	Springville	Lawrence	Tippecanoe	Carroll
Sheffield	Tippecanoe	Spurgeon	Pike	Tipton	Cass
Shelburn	Sullivan	St. Leon	Dearborn	Toad Hop	Vigo
Shelby	Jefferson	St Louis Crossing	Bartholomew	Trafalgar	Johnson
Shelbyville	Shelby	St. Paul	Decatur	Treaty	Wabash
Shepardsville	Vigo	Stafford	Greene	Tree Springs	Vermillion
Sheridan	Hamilton	State Line City	Warren	Trevlac	Brown
Shields	Jackson	Staunton	Clay	Troy	Fountain
Shirkieville	Vigo	Stavetown	Franklin	Turner	Clay
Shirley	Hancock	Stearleyville	Clay	Twelve Mile	Cass
Shoals	Martin	Steele	Daviess	Union	Hendricks
Sidney	Kosciusko	Steen	Knox	Universal	Vermillion
Silver Creek	Clark	Sterling	Crawford	Urbana	Wabash
Silverwood	Fountain	Steuben	Warren	Utica	Clark
Simpson	Huntington	Stewartsville	Posey	Vallonia	Jackson
Sims	Grant	Stilesville	Hendricks	Van Buren	Brown
Sloan	Warren	Stinesville	Monroe	Vermillion	Vermillion
Smith	Posey	Stockdale	Wabash	Vermont	Howard
Smiths Valley	Johnson	Stockton	Greene	Vernon	Jennings
Smithville	Monroe	Stockwell	Tippecanoe	Versailles	Ripley
Smyrna	Jefferson	Stone Bluff	Fountain	Vevay	Switzerland
Somerset	Wabash	Stones Crossing	Johnson	Vicksburg	Greene
Somerville	Gibson	Stony Creek	Madison	Victor	Monroe
South Bethany	Bartholomew	Straughn	Henry	Vigo	Daviess
South Gate	Franklin	Strawtown	Hamilton	Vincennes	Knox
South Union	Montgomery	Sugar Creek	Vigo	Wabash	Wabash
				Waldron	Shelby

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<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>	<u>Urban Area*</u>	<u>County</u>
Walker	Rush	West Liberty	Howard	Williams	Lawrence
Wallace	Fountain	West Middleton	Howard	Williamsburg	Wayne
Walnut	Montgomery	West New Goshen	Vigo	Willow Branch	Hancock
Walnut Grove	Hamilton	Westphalia	Knox	Windfall City	Tipton
Walton	Cass	West Point	Tippecanoe	Wirt	Jefferson
Waltz	Wabash	Westport	Decatur	Witts Station	Unon
Warren	Clinton	West Terre Haute	Vigo	Wood	Clark
Warrington	Hancock	Westwood	Henry	Worth	Boone
Washington	Monroe	Wheatland	Knox	Worthington	Greene
Waterloo	Fayette	Whiskey Run	Washington	Wright	Greene
Waveland	Montgomery	Whitaker	Morgan	Wrights Corner	Dearborn
Wayne	Owen	Whitcomb	Franklin	York	Dearborn
Wea	Tippecanoe	White River	Gibson	Yorkville	Dearborn
Webster	Wayne	White Rose	Greene	Young America	Cass
Weisburg	Dearborn	Whiteland	Johnson	Youngstown	Vigo
West Atherton	Parke	Whitestown	Boone	Yountsville	Montgomery
West Baden Springs	Orange	Whitesville	Montgomery	Zionsville	Boone
West Clinton Junction	Vermillion	Whitewater	Wayne		
West College Corner	Union	Widner	Knox		
Westfield	Hamilton	Wildcat	Tipton		
West Harrison	Dearborn	Wilkinson	Hancock		
West Lafayette	Tippecanoe				
West Lebanon	Warren				

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Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

IURC No. 16
Original Tariff No. 4

INDEX OF COUNTIES IN WHICH COMPANY RENDERS SERVICE UNDER RATE SCHEDULES WHICH ARE EFFECTIVE FOR RURAL AREAS

<u>County</u>	<u>County</u>
Bartholomew	Lawrence
Benton	
Boone	Madison
Brown	Marion
	Martin
Carroll	Miami
Cass	Monroe
Clark	Montgomery
Clay	Morgan
Clinton	
Crawford	Orange
	Owen
Daviess	
Dearborn	Parke
Decatur	Pike
Delaware	Posey
Dubois	Putnam
Fayette	Randolph
Floyd	Ripley
Fountain	Rush
Franklin	
Fulton	Scott
	Shelby
Gibson	Sullivan
Grant	Switzerland
Greene	
	Tippecanoe
Hamilton	Tipton
Hancock	
Harrison	Union
Hendricks	
Henry	Vermillion
Howard	Vigo
Huntington	
	Wabash
Jackson	Warren
Jefferson	Warrick
Jennings	Washington
Johnson	Wayne
	Wells
Knox	Whitley
Kosciusko	

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE**1. Definitions**

For the purpose of better understanding this tariff, the words and expressions listed below shall have the following meanings:

Abbreviations: The following abbreviations will be used:

Horsepower	- HP
Kilovolt-ampere(s)	- kVA
Kilowatt(s)	- kW
Kilowatt-hour(s)	- kWh
Load Factor	- LF
Overhead System	- OH
Power Factor	- PF
Reactive Kilovolt-ampere(s)	- kVAr
Reactive Volt-ampere(s)	- VAr
Reactive Kilovolt-ampere(s) Hours	- rKVAh
Underground System	- UG
Volt-ampere(s)	- VA
Watt(s)	- W

Add Consumption: The algebraic sum of readings of multiple metering points for one customer at one premise as though the customer's energy delivery were through one meter.

Agreement or Application: A contract or service request for a supply of electric service.

Apartment: Premises containing two or more individual residential dwelling units. Hotels, tourist camps, motels, hospitals, nursing homes, *etc.*, consisting primarily of guest rooms and/or transient accommodations, are not included.

Auxiliary Service: Service supplied for a part of Customer's load requirements, the wiring for which is entirely separate and apart from the wiring to the remainder of Customer's electric requirements when the latter are furnished by Customer's privately-owned generating equipment.

Billing kW or Billing kVA: Customer's maximum load expressed in kW or kVA (as adjusted in accordance with the applicable rate) which will be used in the calculation of the bill.

Billing Cycle: Company's schedule for meter reading and billing which distributes the starting dates for billing periods throughout the month.

Billing Period or Month: The interval between two consecutive meter readings that are taken for billing purposes. Such readings will be taken as nearly as practicable every 30 days. All rate schedules are on the basis of charges per month unless otherwise specifically stated in the rate schedule.

Breakdown, Reserve or Standby Capacity: Service available for Customer's load requirements in whole, or in part, for use in the event of temporary failure of Customer's privately-owned generating equipment.

Commission: Indiana Utility Regulatory Commission - the regulatory body in Indiana.

Company: Duke Energy Indiana, LLC, sometimes referred to as Duke Energy Indiana or Duke Energy.

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Contract Year: Twelve consecutive billing periods used in the application of rate schedules.

Contracted Capacity: Customer's specified load requirements expressed in kW or kVA for which Customer contracts and Company is obligated to supply.

Cost of underground service extension: The actual incremental cost of establishing underground service to a customer from the Company's standard for service.

Cost of modifications to service extensions: The Company's cost of altering any service extension after initial installation and before the expiration of its useful life.

Customer: Any person, corporation, municipality, governmental agency or other entity receiving, and agreeing to pay for, electric service from the Company.

Delivery Point: The point of the physical connection between Company's and Customer's facilities beyond which point Customer receives and assumes responsibility and liability for the service rendered.

Delivery Voltage: The voltage of Company's facilities at the delivery point.

Distribution Line: Any electric line of Company operated at a nominal voltage of 34,500 volts or less.

Distribution Network: The underground distribution system and/or the overhead distribution system.

Energy: The active component of the quantity of supply expressed in kWh.

Horsepower: A unit of delivered power typically used to rate the nominal size of a motor and the load or demand which such motor imposes on an electric supply system. The horsepower rating of a motor can be converted into kilowatts, as follows:

$$1 \text{ HP} = 0.746 \text{ kW}$$

kVa: 1,000 volt-amperes (VA). The kW of a given load divided by the corresponding power factor expressed as a decimal is equal to the kVa, for example:

$$600 \text{ kVA} = \frac{540 \text{ kW}}{0.90 \text{ PF}}$$

kVAr: 1,000 reactive volt-amperes (VAr)

kW: 1,000 Watts

kWh: The use of the active component of power where 1 kWh is equal to 1 kW used for 1 hour.

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For example, a 10 Watt light bulb used continuously for 730 hours is equal to 7.3 kWhs:

$$\begin{aligned} 10 \text{ Watts} &= 0.01 \text{ kW and} \\ 0.01 \text{ kW} \times 730 \text{ Hours} &= 7.3 \text{ kWhs} \end{aligned}$$

Load Factor: Monthly kWh consumed divided by the product of the average hours per month (730 hours) times the kW maximum load in the month, expressed as a percentage.:

$$\frac{1000 \text{ kWh}}{5 \text{ kW} \times 730 \text{ Hrs per Month}} = 27.40\%$$

Maximum Load: The maximum integrated rate of use of power during a specified time interval as provided in the rate schedule, expressed in kW or kVa.

Meter: The complete installation of equipment needed to measure the maximum load and/or energy supplied to Customer.

Meter Voltage: The voltage at which service is metered irrespective of the delivery voltage.

Nominal Voltage: The designated voltage assigned to a circuit or system of a given voltage class for the purpose of convenient identification.

Overhead System: Those parts of Company's distribution system which are constructed on and supported primarily by wooden poles.

Power Factor (PF): The ratio of active power expressed in kW to apparent power expressed in kVA:

$$0.90 \text{ PF} = \frac{540 \text{ kW}}{600 \text{ kVA}}$$

Premises: A distinct portion of contiguous real estate on which is located the living quarters for the use of a single family, or the main building or main operation of a commercial or industrial Customer and which may include the immediate outlying or adjacent buildings used by the same Customer, provided the use of service in the immediate outlying or adjacent buildings is supplemental and is similar to the type of service used in the main residence, main building or main operation.

Primary Direct Service: Service at a delivery voltage of 2,400 to 34,000 volts provided directly from a distribution substation. Service may come from a dedicated substation, or from a proximate distribution circuit that does not serve other primary and/or secondary served customers. Applicability is subject to Duke Energy Indiana's determination.

Primary Line: Any distribution line of the Company operated at a nominal voltage between 2,400 volts and 34,500 volts.

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Rate Schedule: A part of the tariff which sets forth the availability and charges for service supplied to a particular class of customers.

Reactive Volt-Amperes (VAR): Represents the product of volts and amperes that are out of phase with each other known as the reactive component of power.

Residential Dwelling Unit: An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.

Rider: A part of the tariff setting forth supplemental provisions applicable to specific rate schedules.

rKVAh: The metered use of the reactive component of power.

Secondary Line: Any distribution line of Company operated at a voltage under 600 volts.

Service: The supply of electric energy delivered by Company to Customer.

Service Conductors: Company's wires extending from the point of connection with Company's supply line to the delivery point.

Substation: The electric equipment and structures, including transformers, switches, protective devices and other apparatus necessary to transform energy from a transmission or primary line voltage.

Supplemental Service: Service which is normally supplied from Company's facilities in addition to service supplied by Customer's privately-owned generating equipment.

Tariff: The entire body of rate schedules, riders, general terms and conditions for electric service.

Transmission Line: Any electric line of Company operated at a voltage above 34,500 volts.

Underground System: Those parts of Company's distribution system which are constructed and installed underground.

Volt-Amperes (VA): Apparent power and equal to the vectorial sum of the active and reactive components of power.

Volt-Amperes (VAR): Reactive component of power.

Watt (W): Active component of power.

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE**2. Tariff on File**

- 2.1 A copy of the Tariff is on file with the Commission, available on the internet at address <https://www.duke-energy.com/home>. A copy of the Rules and Regulations of Service for Electrical Utilities in Indiana is also available on the internet at http://www.in.gov/legislative/iac/iac_title?iact=170.
- 2.2 The Commission has continuing jurisdiction over the Tariff in its entirety. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time in the manner prescribed by the Public Service Commission Act of Indiana (as amended) or by other applicable laws, and any such changes, when approved by the Commission, will supersede the present Tariff.
- 2.3 The General Terms and Conditions for Electric Service sets forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable. In case of conflict between any provision of a Rate Schedule and/or Tariff and the General Terms and Conditions for Electric Service, the provisions of the Rate Schedule and/or Tariff shall prevail.
- 2.4 Company shall have the right to execute contracts for service under any Rate Schedule and Tariff. Company shall also have the right to execute other contracts for service which may contain provisions not included in the Tariff, provided, however, specific approval by the Commission of such contracts shall be obtained by Company.
- 2.5 Company may implement programs which contain provisions that deviate from the General Terms and Conditions for Electric Service, Rate Schedules, and/or Tariffs with Commission approval.

3. Application, Service Request or Contract

- 3.1 An application in the form of Company's service request or a contract, and a service deposit as provided for in Section 4 hereof, may be required by Company before service will be provided.
- 3.2 Company shall have the right to, require payment for unpaid prior service balances for the benefit of, a former Customer who is indebted to Company for the same class of service previously supplied at any premises in the Company's service area, or for any other valid or legal reason.
- 3.3 Certain rate schedules specify a minimum term of contract. In the absence of such requirement in any rate schedule, Company may require a term of contract commensurate with the size of Customer's load which Company is obligated to serve and/or the cost to Company of making service available.
- 3.4 No agent or employee of Company has the authority to amend, modify, alter or waive any part of the Tariff.
- 3.5 In written contracts, no promises, agreements or representations of an agent or an employee of Company shall be binding unless such promises, agreements or representations were incorporated in the contract before its execution and approval.

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

- 3.6. The benefit and obligations under any service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto; provided, however, that no assignment shall be made by Customer without first obtaining Company's written consent. Company may require the successor either to execute with Company an assignment agreement wherein the successor-Customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.
- 3.7 Whether manually or remotely initiated the act of taking service shall constitute an application for service and not relieve a customer from making a service deposit.

4. Service Deposit

- 4.1 Customers applying for residential service (Rate RS) may be required to pay a deposit if they fail to establish their credit worthiness as determined by the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission. For all other service customers, a service deposit, irrevocable letter of credit or surety bond equal to one-sixth (1/6) of the Customer's expected annual billing may be required.
- 4.2 A new or additional deposit may be required from a present residential customer pursuant to the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission, or when (1) the customer has been mailed disconnect notices for two (2) consecutive months; (2) the customer has been mailed disconnect notice for any three (3) months within the preceding twelve (12) month period; or (3) the service to the customer has been disconnected within the past four (4) years pursuant to 170 IAC 4-1-16. A new or additional deposit may be required from existing non-residential customer based on the customer's overall financial condition or creditworthiness, which may include external information obtained from credit reporting agencies and public records, provided such new deposit will not exceed one-sixth (1/6) of the customer's estimated annual revenue. A residential or non-residential customer may contact the Company's customer service center for questions about the deposit.
- 4.3 No deposit will exceed one-sixth (1/6) of a residential customer's expected annual billings at the address at which service is rendered. A new residential customer may make the payment in equal installments over a period of eight weeks if the amount of the deposit is more than seventy dollars \$70. A residential customer already receiving service may pay a deposit which exceeds \$70 over two billing cycles, or approximately 60 days.
- 4.4 Service deposits shall earn simple interest at a rate of 5% from the date of deposit until service is discontinued or Company makes a refund of such deposit.
- 4.5 Such service deposit plus accrued interest minus the amount of any unpaid bills shall be returned to Customer upon discontinuance of service for which such deposit was made. For residential customers, such service deposit plus accrued interest shall be refunded, without request by the Customer, upon satisfactory payment by the Customer for a period of either 9 successive months or 10 out of any 12 consecutive months, provided the Customer did not make late payments for any 2 consecutive months.

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

5. Service to be Furnished

- 5.1 When requested by the Company, Customer shall advise Company fully with respect to (1) the location of premises where service is desired and (2) all equipment to be operated.
- 5.2 Company shall advise Customer concerning the character of service to be supplied, and shall determine the location of the delivery point, and the location of the meter.
- 5.3 As the facilities provided by Company for supplying service to Customer have definite capacity limitations, Customer shall not make any significant increase in requirements without sufficient advance notice to Company in order to provide a reasonable time in which Company may increase the capacity of its facilities. Failure to provide such notice to Company shall make Customer liable for damages which may be occasioned to the meters or other facilities by overload.
- 5.4 Before Company will make any changes in its facilities to increase capacity to a customer, a new application or contract for service may be required by the Company.
- 5.5 Non-Residential Customers may elect to receive enhanced service analytics through voluntary participation in the Energy Profiler Online (EPO) program. For \$15 per meter per month EPO provides configurable interval data to customers on a day behind basis to help them make informed energy decisions.

6. Character of Service

6.1 Available Voltages and Transformer Size Limits

Voltage	Transformer Size Limits	Availability
Single Phase 120/240 Volts	167 KVA	OH & UG
Network and/or Designated Areas 120/208 Volts 3 Wire	40 KVA	OH & UG

Voltages listed below are not available at all locations. The Company must be consulted regarding their availability at any particular location.

When Customer's load requirements are greater than the maximum listed below, the Company will supply additional facilities at the same location, which facilities at the Company's option may be considered excess facilities.

Voltage	Transformer Size Limits	Service Availability
Three Phase 120/208 Volts Wye	1,000 KVA 300 KVA	UG OH
Three Phase 120/240 Volts 4 Wire Open Delta	1 - 50 KVA 1 - 100 KVA	(1) OH

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

Three Phase
240 Volts Open Delta 2 - 50 KVA (2) OH

Three Phase
277/480 Volts Wye 2500 KVA UG
 500 KVA OH

(1) Customer Size Limit 150 KVA (1 - 100 KVA and 1 - 50 KVA Transformers).
(2) Customer Size Limit 100 KVA (2 - 50 KVA Transformers).

6.2 Single Phase

Appliances or devices with a rating of greater than 20 amps shall be connected at 240 volts.

Single phase motors up to but not exceeding 10 horsepower may be connected to a single phase "lighting service" under the following conditions:

- (a) Single phase motors not in excess of 3/4 horsepower may be wound for 120 or 240 volts and may be operated from a lighting branch circuit.
- (b) Single phase motors 1 horsepower to 10 horsepower, inclusive, must be wound for 240 volts, be connected across the 240 volt legs of a 120/240 volts, 3 wire service, and be operated from a branch circuit separate from any lighting.
- (c) Upon approval by Company, single phase service will be made available to a phase converter where system conditions permit and where the name plate rating of the largest three phase motor does not exceed 50 horsepower and where the combined name plate ratings of all three phase motors does not exceed 75 horsepower.
- (d) Service to any intermittent or highly fluctuating load must be reviewed and approved by the Company prior to the installation of such equipment.

Service to any motor rated greater than 10 horsepower must be reviewed and approved by the Company prior to the installation of such equipment. Upon approval, service to any motor rated greater than 10 horsepower will be considered a power installation and will be served under the Company's applicable power rates, with the exception of a "soft-start" single phase motor in excess of 10 horsepower where the starting current of such a motor does not exceed the starting current of an equivalent conventional 10 horsepower single phase motor and where system conditions permit.

6.3 Three Phase

The Company supplies different voltages and types of polyphase service in various locations. In all cases, the Company must be consulted regarding the character of service available at any particular location.

The Company will supply single phase or polyphase service for power in accordance with the following general provisions:

- (a) Installations having a motor load aggregating 10 horsepower or less will ordinarily be supplied with single phase service. Customers requiring polyphase service within this rating should consult the Company regarding the availability of such service for their particular application.
- (b) Installations having a motor load aggregating more than 10 horsepower may be supplied

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either single phase or polyphase service, depending upon the particular application and the availability of polyphase service at the Customer's premises.

- (c) All customer loads shall be energized in such a manner that the Company's system will not experience undue disturbances, unbalance or voltage fluctuations. To determine customer compliance, the Company may use applicable standards such as ANSI C84.1-1995, IEEE 519, USDA Handbook 696, IEC 61000-3-7 and IEC 61000-4-15, their successor standards or other standards as they may apply.
- (d) In cases where a customer's load may cause undue disturbance, unbalance or voltage fluctuation on the Company's system, the Company shall be consulted prior to installation. The Company may require, at its discretion, mitigation devices including, but not limited to, motor starting devices, static VAR compensators or filters as may be necessary for use with any device (e.g., motor, welder, electric furnace, heating devices, etc.) to prevent undue disturbance, unbalance or voltage fluctuation on the Company's system.

6.4 Service at Primary Distribution Line Voltages

Voltages listed below are not available at all locations:

Three Phase 2400/4160 Volts Wye
Three Phase 7200/12470 Volts Wye Three
Phase 8000/13800 Volts Wye Three
Phase 19900/34500 Volts Wye

Company Engineering personnel must be consulted in each case relative to service availability and transformer size limits.

6.5 Service at Transmission Line Voltages

Customers may be supplied at the following voltages as determined and specified by Company:

Three Phase 69 KV
Three Phase 138 KV
Three Phase 230 KV
Three Phase 345 KV

The Company Engineering Department at the Corporate Offices must be consulted in each case relative to service available and transformer size limits.

6.6 Point of Service Connection

A. Overhead Service

The Company will designate the point at which the overhead service lines will be connected to the Customer's facilities. The Customer's wires, at the point of connection with the Company's lines, shall extend at least three feet beyond the outer end of any conduit, weatherproof fitting, or insulator in order to facilitate this connection.

B. Underground Service

Underground service is subject to special conditions and policies making it necessary to consult the Company before wiring or rewiring the premises. When underground service is supplied, the Company will designate the point at which Company underground lines

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

will be connected to Customer's Facilities.

C. Underground Network Services

In areas where service is supplied from an underground Distribution Network system the Customer shall make arrangements with the Company for the Company to install the service connection. The Company will install, own and maintain a continuous run of cable conductors, including necessary ducts from the manhole or connection box, which is located adjacent to Customer's premises, to the meter location. In cases where the service connection extends more than ten feet inside the Customer's premises, the Customer shall reimburse the Company for the amount of the cost of such additional extension on Customer's premises. The right and title to all equipment so furnished by Company shall be and remain in Company.

D. Change of Service

Any changes made in service connections (either overhead or underground) at the Customer's request, after the original installations, shall be at the Customer's expense.

7. Predication of Rates

7.1 Company's rate schedules, except as provided for in items (1), (2), and (3) hereunder, are predicated upon the supply of service to one premises, at one standard voltage, at one delivery point and through one meter for the ultimate use by one Customer.

- (1) When service is supplied to an individual residential dwelling unit primarily for serving one family and where boarders or roomers are accommodated for incidental income, the service will be provided under the residential rate schedule.
- (2) When service is supplied to a residential dwelling unit where the use is primarily for the accommodations of roomers or boarders, the service will be provided under a nonresidential rate schedule, unless separate circuits are furnished by Customer to permit Company to separately meter and bill the residential and nonresidential uses.
- (3) When the principal use of service supplied to a residential dwelling unit is 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 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the nonresidential use is less than the residential use on the premises. When the nonresidential equipment and/or use exceeds the above stated limits, the Customer will be required to separate his wiring so that the nonresidential use may be metered separately, and the nonresidential use will be billed under the appropriate nonresidential rate schedule or the entire service will be billed under the appropriate nonresidential rate schedule.
- (4) Where Company has already supplied a service to a primary residential dwelling unit and when the principal use of a second service to a secondary residential dwelling unit (i.e., garages, storage buildings, pool houses, etc.) on the same premise, is for residential purposes, then such second service will be provided under the residential rate schedule as a separate account. Add consumption, in such situations, is not permitted. However, if the energy used will be for nonresidential purposes and exceeds the parameters of section (3) above, the nonresidential use will be billed under the appropriate nonresidential rate schedule.

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- 7.2 Except for the provisions of subdivision 7.1 above, when service supplied on one premise involves more than (1) one service classification, or (2) one standard voltage, or (3) one delivery point, each such service shall be separately metered and billed unless the rate schedule or Tariff specifically provides for more than one voltage and the combining of the meter readings, or when the service is supplied in such manner for Company's operating convenience or to meet legal requirements.
- 7.3 Add consumption is not permitted for customers served at primary and higher voltages except in such cases where it is impractical to electrically serve the customer through one delivery point.
- 7.4 Secondary customers, who are taking service at a location where multiple customers were previously served, may have their meter readings added together, up to a maximum of nine (9) meters. Customer will pay the monthly connection charge of the appropriate rate schedule for each meter. Other secondary customer add consumption situations are not permitted except in such cases where it is impractical to electrically serve the customer through one delivery point.

8. Rate Schedule Selection

- 8.1 When more than one rate schedule is available for the service requested, Customer shall designate the rate schedule on which the application or contract shall be based. Company will assist Customer in the selection of the rate schedule best adapted to Customer's service requirements, provided, however, that Company does not assume responsibility for the selection or that Customer will at all times be served under the most favorable rate schedule.
- 8.2 Customer may change his rate schedule selection to another applicable rate schedule after twelve (12) months participation on the prior rate by either submitting written notice to Company and/or by executing a new contract for service. All rate changes must conform to the terms of the desired rate. In no case will the Company refund any monetary difference between the rate schedule under which service was billed in prior periods and the newly selected rate schedule.

9. Service Extensions/Modifications

- 9.1 Unless otherwise provided in the Company's rate schedules or rules and regulations, the Company will extend its lines and facilities in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission.
- 9.2 Whenever, in the opinion of the Company, the necessary expenditure to make connection to an applicant for service is not warranted by the Company's estimate of prospective revenues to be derived therefrom, or whenever, in the opinion of the Company, the permanence of the Customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service connection in accordance with the applicable Tariff No. 52 - Line Extension - Advance Deposit.
- 9.3 If a customer, person, corporation, municipality, government agency or other entity request for their convenience, or by their actions, requires that utility facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the utility may require the customer to make payment to it of the full cost of performing such service.

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE**10. Company Equipment on Customer's Premises**

- 10.1 Customer shall furnish Company a satisfactory location for and provide safe access to Company's meters and other equipment necessary to provide and measure service, and shall also furnish Company the rights on, over or under Customer's premises necessary to install, operate and maintain Company's other facilities required to supply service to Customer. Company reserves the right to make the final decision as to the location of the meter on Customer's premises.
- 10.2 When Customer is not the owner of the premises and/or of the adjacent premises, Customer shall furnish Company with satisfactory easements for the location of Company's facilities on the premises and/or on the adjacent premises.
- 10.3 When Company's transformers, meters, or other facilities are to be installed indoors on Customer's premises, Customer shall furnish without cost to Company a suitable room or vault for housing the equipment; provided, however, that Company shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements (1) of the National Electrical Code, (2) of any Federal, state or local laws or regulations, and (3) of any policies of the Company in effect at the time of the installation.
- 10.4 Company may change the location of any or all of its facilities upon request of Customer, provided (1) such change will not interfere with or jeopardize Company's service either to Customer requesting the change or to other customers of Company, and (2) Customer shall be required to bear all or a portion of the expense of such change.
- 10.5 Customer shall provide reasonable protection from loss or damage to Company property and may be liable to Company in the event of such loss or damage caused by the negligence of Customer or any agent or employee of Customer.
- 10.6 Customer shall not disconnect, change connections or otherwise interfere with Company's meters or other property and shall be responsible to Company for permitting anyone who is not an agent or employee of Company to tamper with Company's property.
- 10.7 All facilities installed by Company shall be and remain the property of Company unless a contract expressly otherwise provides, and Company shall operate and maintain its property.
- 10.8 Properly authorized employees or agents of Company shall have the right to enter upon the Customer's premises at all reasonable times for the purpose of meter reading, inspecting, testing, repairing or replacing any or all of Company's property used in supplying any service to the Customer.
- 10.9 Upon termination of a contract or discontinuance of service, Company shall have the right to remove all of its property from Customer's premises.

11. Customer's Installation

- 11.1 Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to Company's property and system against fault originating beyond the delivery point to Customer.
- 11.2 All such Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electric Code, any Federal, state or local law, and Company requirements in effect at the time of installation.
- 11.3 The use of Customer's equipment shall not adversely affect Company's system or service

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supplied by Company to other customers.

- 11.4 Power factor correction equipment, owned and installed by Customers served under a rate schedule where kVA is used to determine the Billing Maximum Load, shall be installed either on the load side of the delivery point or on the load side of the metering point, whichever point determines the Customer's equipment ownership.
- 11.5 Company does not under any circumstances assume any responsibility in connection with Customer's installation, and Customer shall at all times be responsible for the character and condition of such equipment installations.
- 11.6 Subsequent to installation of Company's facilities, Customer shall not make changes to the location which create violations of the National Electrical Code, any Federal, State or Local laws or that creates unsafe conditions for operation of Company or Customer equipment.

12. Rendering and Payment of Bills

- 12.1 Bills for service will be rendered monthly at intervals of approximately thirty days and will be based on the charges set forth in the rate schedules and are payable using any of the Company's current payment options.
- 12.2 All bills are rendered as "net" bills which will be subject to a late payment charge of 3% of net bill when not paid within 17 days following the mailing of the bill; provided, however, that any Customer requesting an Adjusted Due Date shall be allowed an additional period of time for payment of the net bill as hereinafter provided. Company may, at its option, forego the assessment of a late payment charge.

Pick Your Own Due Date is available to residential customers with smart meters. This program allows residential customers to choose what day their bill is due each month. This change in due date may result in one billing period with a longer or shorter cycle. Customers who enroll in this program can pick their monthly due date, and the due date can be changed once every 12 months.

Preference Pay is available to residential customers without a smart metering. This program allows a residential to choose what day their bill is due each month. This change in due date may result in one billing period with a longer or shorter cycle. Customers who enroll in this program can pick their monthly due date, and the due date can be changed once every 12 months.

- 12.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Company will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Company will issue a duplicate.
- 12.4 Bills for service supplied for not less than 26 days or for not more than 34 days will be calculated on the basis of the applicable rate schedule. A billing for a period covering a shorter period than 26 days or a longer period than 34 days will be calculated on a 30 day basis.
- 12.5 Final bills will be due and payable at the time of discontinuance of service.
- 12.6 When Company is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked.
- 12.7 In the event Company's meter fails to register properly for any reason, Company shall

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

estimate Customer's energy use and/or maximum load during the period of failure based on such factors as Customer's normal load and energy usage during a like corresponding period.

- 12.8 When Company has discontinued service for nonpayment of a bill, as provided for in subdivision 14.2(a), a reconnection charge is required. When possible, service will be reconnected remotely at a cost of \$8. If manual reconnection is required a reconnection charge of \$37 will be charged.
- 12.9 When customer requests Company to provide non-emergency service, including manual reconnection of customers for disconnection for non-payment, outside of normal working hours (7:30 AM through 3:30 PM) Monday through Friday, customer will be charged \$250 per trip.
- 12.10 When Company is required to reprocess a check rendered for payment of a Customer bill, a handling charge of \$20.00 shall be added to the Customer's billing.

13. Customer's Request to Discontinue Service

- 13.1 Customer who has not contracted for service for a specified term may have service discontinued by giving notice to the Company of the date on which Customer desires that service be discontinued. Company will endeavor to obtain the final meter reading on the date Customer specifies their notice, but shall not be obligated to do so unless Customer's notice provides Company at least three working days. Customer shall be obligated to pay for service rendered to the premises until the final meter reading is obtained by Company.
- 13.2 Customer who has contracted for service for a specified time may have service discontinued by giving notice to the Company and agreeing to pay for service used to the date of disconnection. Customer shall also be liable for the minimum charges which would be due Company for the remaining period of the contract in accordance with the contract provisions.

14. Company's Right to Protect Public Safety Through Theft Deterrence Charges and/or Refuse or Discontinue Service

- 14.1 Company may refuse or discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
- (a) When, in the Company's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
 - (b) When emergency repairs must be made to Company's facilities or system;
 - (c) Due to the threat to public safety tampering with Company equipment creates, the detection of tampering with Company equipment (e.g. metering), can result in a \$200 charge for residential customers or a \$1,000 charge for non-residential customers in addition to required payment of the lost revenues the Company incurred for estimated tampering. At the Company's discretion particularly dangerous or repeated instances of tampering may result in both the assessment of charges and the discontinuance of future service.
 - (d) When ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency.
- 14.2 Company may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) with reasonable notice for any of the following reasons in accordance with the Rules and Regulations of Service for Electrical Utilities

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

in Indiana as promulgated by the Commission:

- (a) When any bill remains unpaid;
- (b) When planned repairs are to be made to Company's facilities or system;
- (c) When Customer denies access by employees of Company to its meter or other facilities;
- (d) When Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or
- (e) When Customer fails to comply with the provisions of (1) the Tariff, or (2) the contract for service.

14.3 Discontinuance of service in accordance with the provisions of subdivisions 14.1 and 14.2 above shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service.

15. Meter Accuracy - Adjustment

- 15.1 All service supplied by Company will be measured by meters of standard manufacture which are owned, installed and maintained by Company, except under rate schedules in which the charges for service are on an unmetered rate predicated on an estimated use of either Company's or Customer's equipment such as street and outdoor lighting.
- 15.2 Meter accuracy and periodic tests for accuracy shall be maintained in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission.
- 15.3 When a meter is not recording within the limits of accuracy prescribed by the rules referred to in subdivision 15.2, an adjustment to billings may be made in accordance with such rules.

16. Interruptions, Variations in Service Characteristics

- 16.1 Company will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing (loss of phase) of three-phase systems, occasioned by acts of God, orders of public authorities, fires, strikes, casualties, terrorism, and necessity for making repairs or replacements of Company's facilities.
- 16.2 In case the supply of service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in Customer's wiring or other equipment, Company shall not be liable to Customer for damages or losses resulting from such interruption or variation in service, unless due to the gross negligence of Company.
- 16.3 Such interruptions or variations shall not constitute a breach of any obligations of Company under any contract for service with Customer.

17. Non Permanent Service**Issued:****Effective:**

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

- 17.1 When in the opinion of the Company the use of service will not be of a permanent nature, Customer shall pay (1) the estimated cost of constructing the facilities to serve Customer, including labor, material, stores freight & handling, and overhead, plus (2) the estimated cost of removing said facilities and returning same to Company storeroom, minus (3) the estimated salvage value of material returned to the Company storeroom.
- 17.2 If Customer takes service beyond a twelve (12) month continuous period, Customer will be eligible to receive a refund of the Customer's payment under subdivision 17.1, as outlined in the applicable Tariff No. 52 - Line Extension - Advance Deposit.
- 17.3 Service supplied to a non permanent connection will be billed under the applicable rate schedule.
- 17.4 Customer may be required to make a deposit to insure payment of charges as specified in division 4 hereof.

18. Customer's Use of Service - Resale and Redistribution

- 18.1 Service shall be used by Customer only for the purposes specified in the applicable agreement and in accordance with the applicable rate schedule, and except as provided under 170 IAC 4-5, no customer shall resell such service to a third Party by submetering such service.
- 18.2 As of April 2, 1980, service delivered to new multi unit buildings containing units that are separately rented, leased or owned, shall be individually metered for each such occupied unit except for:
- (i) Service used in hotels, motels and other similar transient lodging.
 - (ii) When the customer proves the cost of purchasing and installing the wiring and equipment necessary for individual metering exceed the long run benefits resulting from energy conservation and efficient utilization of facilities. This exception must encompass all requirements of our master metering guidelines and also be approved by the IURC.
- 18.3 In the event master metering is approved by the Company, the customer shall own all equipment necessary to take service at one location.
- 18.4 Existing buildings or premises which were constructed prior to April 2, 1980, or for which a local building permit or a Certificate of Compliance from the Administrative Building Council was issued prior to April 2, 1980, and which are individually metered, shall remain individually metered for each such occupancy unit separately rented, leased or owned.

19. Auxiliary Service, Supplementary, Back-Up, and Maintenance Power

- 19.1 Company will supply service to Customer operating privately-owned generating equipment based on the manner in which Customer makes use of such Company service.
- (a) Auxiliary Service will be supplied on a firm-use basis under the applicable rate schedule for a designated part of Customer's load requirements when (i) the wiring to the part of the Customer's requirements is completely segregated from the wiring which furnishes the requirements from Customer's generating equipment and (ii) there are no means for interconnecting the two separate wiring systems.
 - (b) Supplementary, Back-Up, and/or Maintenance Power will be provided to "qualifying" generating facilities in accordance with Tariff No. 50, Parallel Operation for Qualifying

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

Facilities.

- (c) Supplementary and Back-Up Power will be provided to "nonqualifying" generating facilities in accordance with Tariff No. 51, Parallel Operation of Customer Owned Generation Capacity and Energy Credits

20. Customer's Inability to Operate

- 20.1 When a fire or other casualty shall render the physical plant or premises of Customer unfit for the purpose of conducting Customer's normal business operations, or makes the premises uninhabitable, the minimum charge of the applicable rate schedule shall, commencing with the first billing period or portion thereof in which normal business operations cease, be waived until the beginning of the subsequent billing period or portion thereof in which the plant or premises shall have been reconstructed and reoccupied by Customer.
- 20.2 When a strike or lockout of employees of Customer causes the temporary suspension of Customer's business, the minimum charge of the applicable rate schedule shall, commencing with the first billing period or portion thereof in which normal business operations cease, be waived for each billing period, or portion thereof during the continuance of the strike or lockout at the plant involved.
- 20.3 In either event, subdivisions 20.1 and 20.2 above, Customer shall be billed under the rate schedule in effect at the time of the occurrence for the electric requirements used during each such billing period.

21. Tax Adjustment

The rates provided herein include in the cost of service the federal and state income tax, property tax and payroll tax rates applicable to the forecasted test period as known at the time the rates were developed. Customer bills will be computed using these rates and any applicable revenue related tax rates and Indiana sales tax rates effective for the billing period will be applied to obtain the total bill to the customer.

22. Service Contracts

Customer may contract with Company to provide energy related services not specifically contained within this electric tariff. Such contract services may include, but not be limited to, maintenance of Customer owned electrical facilities, installation of electrical facilities on Customer's premise, and engineering/construction related services. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services will be provided. The cost of providing such contract services will be based on a similar work order methodology used by Company to establish costs of supplying similar services under this electric tariff, including applicable administrative and overhead charges. The terms of payment for such contract services will be mutually agreed to by Customer and Company. The payment for such services may appear as a separate item on the Customer's bill for electric service. Contracting for such services under this Section will in no way affect Customer's and Company's respective obligations regarding the rendering of and payment for electric service under this electric tariff and the applicable rate schedule.

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Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

IURC NO. 16

Original Tariff No. 6

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RATE RS – RESIDENTIAL ELECTRIC SERVICE

Availability

Available for all residential purposes through one meter to individual customers whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$13.70	
First 300 kWh	\$0.197516	per kWh
Next 700 kWh.....	\$0.143753	per kWh
Over 1000 kWh	\$0.130280	per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Annual Budget Billing Plan

Company may, upon the request of customer, bill customer, commencing with the next full month's bill and for the next successive 10 months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period under this rate schedule. During the first eleven months the cost of each month's service calculated under this rate schedule will be charged to customer's account, and all payments made by customer will be credited to this account. The bill rendered for the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by customer during the same period.

If at any time during the first eleven months it is apparent that customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, Company will advise customer of the revised amount to be paid.

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Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

IURC NO. 16

Original Tariff No. 6

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RATE RS – RESIDENTIAL ELECTRIC SERVICE**Quarterly Budget Billing Plan**

Company may, upon the request of customer, bill customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period under this rate schedule. An updated amount to be billed customer for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under this rate schedule. Customer's bill for each month of subsequent quarterly periods shall be similarly calculated. The cost of each month's service calculated under this rate schedule will be charged to customer's account, and all payments made by customer will be credited to this account. At the end of the initial twelve-month period that customer's request is in effect, and at the end of each twelve-month period thereafter that customer's request is in effect, Company will determine the difference between the cost for actual electric service rendered at the premises under this rate schedule and the amounts billed customer for those twelve months, and Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to customer.

If at any time it is apparent that customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, Company will advise customer of the revised amount to be paid.

Fixed Billing Plan

Company may, upon request of the customer, guarantee an electric bill amount for 12 months, excluding true-ups. See Tariff 20, *YOUR FIXED BILL* for applicability and other Terms and Conditions.

Special Terms and Conditions

1. Service under this rate schedule will be limited to an individual customer's maximum load requirement not in excess of 75 kilowatts.
2. When the principal use of service supplied to a residential dwelling unit is 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 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the nonresidential use is less than the residential use on the premises.
3. Monthly meter readings are generally obtained remotely via smart metering technology.

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OPTIONAL RATE RS – HIGH EFFICIENCY RESIDENTIAL SERVICE

Availability

Available only for residential service through one meter to individual Customers whose maximum load requirements do not exceed 75 kilowatts and who meet the availability requirements set forth in this Tariff. This Tariff is no longer available after December 15, 2006 for existing home heating and cooling equipment replacements. Customers currently being provided service under this Tariff or who have started construction of a residential dwelling prior to December 1, 2006 can continue being provided service under this Tariff until this Tariff is terminated. New homes with an account start date on or before December 1, 2006 must be completed by March 1, 2007 to qualify for this Tariff.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$13.70
First 300 kWh	\$0.221482 per kWh
Next 700 kWh	\$0.161196 per kWh
Over 1000 kWh	
<i>(kWh usage for the billing cycle months of July through October)</i>	\$0.119527 per kWh
<i>(kWh usage for the billing cycle months of November through June)</i>	\$0.116579 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. *(See Section 12 of General Terms and Conditions for Electric Service).*

Annual Budget Payment Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next successive 10 months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period under this rate schedule. During the first eleven months the cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by Customer will be credited to this account. The bill rendered for the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by Customer during the same period.

If at any time during the first eleven months it is apparent that Customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, Company will advise Customer of the revised amount to be paid.

Quarterly Budget Billing Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period under this rate schedule. An updated amount to be billed Customer for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then

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OPTIONAL RATE RS – HIGH EFFICIENCY RESIDENTIAL SERVICE

immediately preceding twelve-month period under this rate schedule. Customer's bill for each month of subsequent quarterly periods shall be similarly calculated. The cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by customer will be credited to this account. At the end of the initial twelve-month period that customer's request is in effect, and at the end of each twelve-month period thereafter that customer's request is in effect, Company will determine the difference between the cost for actual electric service rendered at the premises under this rate schedule and the amounts billed customer for those twelve months, and Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to customer.

If at any time it is apparent that customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, Company will advise customer of the revised amount to be paid.

Fixed Billing Plan

Company may, upon request of the customer, guarantee an electric bill amount for 12 months, excluding true-ups. See Tariff 20, *YOUR FIXED BILL* for applicability and other Terms and Conditions.

Special Terms and Conditions

This Tariff shall be limited to residential Customers who meet the following availability requirements in addition to the Special Terms and Conditions of Rate RS, Schedule for Residential Electrical Service:

- A. For single family, multi-family or mobile homes, the space conditioning system shall include either an air-to-air or geothermal water source or earth coupled electric heat pump with a SEER of 14.0 or higher or have an EER of 10.5 or higher as rated by Air Conditioning and Refrigeration Institute (ARI) Standards.
- B. If the construction of the home was completed prior to April 6, 1990, the air supply duct system must meet air flow requirements for all living areas as required by heat loss/gain calculations. If the construction of the home was completed on or after April 6, 1990, the air supply duct system must meet the standards set forth by ACCA (Air Conditioning Contractors of America) Manual D and must meet air flow requirements for all living areas as required by heat loss/gain calculations. All HVAC duct work not installed within the heated envelope must be insulated to a minimum R-19.
- C. Space conditioning systems installed on or after April 6, 1990 shall be installed by a Refrigeration Service Engineers Society (RSES) or North American Technical Excellence (NATE) heat pump certified technician.
- D. The home must be constructed to meet the State Building Code requirements for thermal insulation levels as set forth in the Indiana Energy Conservation Code (675-IAC-19).

Company will perform on-site inspections to verify that Customer meets the above availability requirements.

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OPTIONAL RATE RS - TIME-OF-USE SERVICE

Availability

Available on a voluntary basis to customers whose electric service is provided on either Rate RS - Schedule for Residential Electric Service (Tariff 6.0) or Optional Rate RS – High Efficiency Residential Service (Tariff 6.3) and including new customers who would be eligible for residential service. Participants must also have an average Billing Maximum Load over the last twelve (12) months that is greater than or equal to 1 kW.

Rate*

Connection Charge Per Month

Connection Charge..... \$ 13.70

Energy Charge (Billing Period kWh)

Peak \$ 0.228000 per kWh
 Off-Peak \$ 0.152000 per kWh
 Discount \$ 0.091200 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

On-Peak/Off-Peak/Super Off-Peak Hours

Periods	All Year**	Winter Months***
On-Peak Hours	5 pm - 9 pm	6 am - 8 am
Off-Peak Hours	All Other Hours	
Discount Hours	12-4 am	

** Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).

*** Winter Months = On and after the first Sunday in November to the second Sunday in March

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OPTIONAL RATE RS - TIME-OF-USE SERVICE

Holidays:

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Special Terms and Conditions

1. Service Under this schedule will be limited to an individual Customer's maximum load requirement not in excess of 75 kilowatts.
2. When the principal use of service supplied to a residential dwelling unit is 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 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the nonresidential use is less than the residential use on the premises.
2. Monthly meter readings are generally obtained remotely via smart metering technology.
4. Customers electing this tariff can switch back to Rate RS - Schedule for Residential Electric Service (Tariff 6.0) at any time, but will be ineligible for future participation on the Residential – Optional Time-of-Use Service (Tariff 6.5) for 12 months.

RATE CS - COMMERCIAL ELECTRIC SERVICE

Availability

Available through one meter to any commercial customer whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$13.91
First 300 kWh.....	\$0.189664 per kWh
Next 700 kWh.....	\$0.175929 per kWh
Next 1500 kWh.....	\$0.159831 per kWh
Over 2500 kWh	\$0.130283 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Special Terms and Conditions

1. Service under this rate schedule will be limited to an individual customer's maximum load requirement not in excess of 75 kilowatts.
2. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with single phase electric motors not in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at their Connection Charge rate, \$10.68, per delivery point.
3. Electric service will be available under this rate schedule for the operation of CATV distribution line power supply equipment. Such service will be available only on a metered basis. Each individual metering point for such CATV customer shall be billed the Connection Charge of this rate schedule, and all kWh will be billed at a rate of \$0.110730 per kWh subject to the applicable rate adjustment riders listed in Appendix A – List of Applicable Rate Adjustment Riders.

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RATE CS - SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

4. Electric service will be provided under this rate schedule for the operation of Fiber Optic Cable (FOC) equipment. This rate is closed to new participation. Each individual delivery/transformation point for such FOC customer shall be billed the Connection Charge of this rate schedule, and each pedestal will be billed at a rate of \$1.49 per month.
5. Monthly meter readings are generally obtained remotely via smart metering technology.
6. Electric service will be available under this rate schedule for the operation of low power equipment used in the delivery of broadband services. All kWh will be billed at a rate of \$0.110730 per kWh subject to the applicable rate adjustment riders listed in Appendix A – List of Applicable Adjustment Riders.

OPTIONAL RATE CS - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Availability

This Rider will be available to any single phase total electric commercial customer whose space conditioning requirements are provided by an energy efficient electric space conditioning system and whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$ 33.83
Maximum Load Charge (Monthly) Each kW of Billing Maximum Load	\$ 18.42 per kW
Energy Charge For all energy used per month	\$ 0.075104 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Monthly Minimum Charge

The Minimum Charge shall be the Connection Charge.

Billing Maximum Load

Billing Maximum Load for the month shall be the Maximum Load for the month.

Measurement of Maximum Load and Energy

Maximum Load shall be measured by suitable recording instruments provided by the Company, and, in any month the maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Energy shall be measured by suitable integrating instruments.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

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OPTIONAL RATE CS - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Special Terms and Conditions

1. The availability of the Tariff is limited and the electric requirements of a total electric commercial building whose air conditioning requirements are provided by energy efficient electric equipment. All air conditioning equipment within a total electric commercial building, based on equipment type, shall meet the following energy efficiency standards:

TYPE 1/, 2/	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC)	Less Than 7600 BTUH	MIN 12.2 EER
	7600-15000 BTUH	MIN 10.7 EER
	More Than 15000 BTUH	MIN 9.8 EER
Packaged Terminal Heat Pumps (PTHP)	Less Than 7600 BTUH	MIN 12.4 EER 3.4 COP
	7600-15000 BTUH	MIN 11.4 EER 3.3 COP
	More Than 15000 BTUH	MIN 10.2 EER 3.2 COP
Direct Expansion Air Conditioner (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH MIN 16 SEER/15.2 SEER2	

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Heat Pump (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH MIN 16.1 SEER, 9.34 HSPF	
Water Source Heat Pumps <i>(Including Building Loop Heat Pumps and Geothermal Heat Pump)</i>	ALL SIZES	MIN COOLING 14.0 EER MIN HEATING 4.6 COP
Air Cooled Chiller	Less Than 150 tons	MIN 10.283 EER, MIN 13.438 IPLV
	More Than 150 tons	MIN 10.283, MIN 13.714 IPLV
Water Cooled Chiller Rotary Screw/Scroll	Less Than 75 Tons MAX FULL LOAD .744 KW/TON, MAX PART LOAD .558 KW/TON	
Water Cooled Centrifugal	Less Than 150 Tons MAX FULL LOAD .594 KW/TON, MAX PART LOAD .419 KW/TON	

1/ *Equipment above must be eligible for single phase service for participation on this tariff.*

2/ *Any revisions to the table above due to codes and standards changes will be kept up to date on the Duke Energy Indiana Energy Efficiency Business products website*

2. In cases where any air conditioning equipment is not covered by the above energy standards, the Company shall have sole discretion as to whether such equipment qualifies in terms of the Customer being eligible for this Tariff.

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RATE CS - SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

Availability

Available to customers served through one meter on a voluntary basis whose electric service is provided under commercial service and whose maximum load requirements do not exceed 75 kilowatts and whose average Billing Maximum Load over the last twelve (12) months is greater than or equal to 1 kW.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge Per Month

Connection Charge..... \$ 13.91

Energy Charge

Peak \$ 0.195132 per kWh
 Off-Peak \$ 0.171673 per kWh
 Discount \$ 0.111961 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

On-Peak/Off-Peak/Super Off-Peak Hours

Periods	All Year**	Winter Months***
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

** Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).

*** Winter Months = On and after the first Sunday in November to the second Sunday in March

Holidays:

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

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RATE CS - SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. *(See Section 12 of General Terms and Conditions for Electric Service).*

Special Terms and Conditions

1. Unmetered electric service under commercial service is ineligible for participation.
2. Smart metering technology is required for participation
3. Monthly meter readings are generally obtained remotely via smart metering technology.
4. Customers electing this tariff can switch back to Rate CS - Commercial Electric Service (Tariff 7.0) at any time, but will be ineligible for future participation on the Optional Rate CS - Time-of-Use Service (Tariff 7.5) for 12 months.

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RATE LLF - LOW LOAD FACTOR SERVICE**Availability**

Legacy Low Load Factor Secondary service is closed to new participation. Existing customers receiving a change in delivery or service terms must transition to another eligible rate. Existing customers remaining on the tariff, except for Net Metering, will be transitioned to another eligible rate at the time of the approval of rates associated with the Company's next general rate case or 5-years, whichever is later.

Net metering customers will be transitioned to another rate at the time net metering expires per the Indiana Administrative Code. IC 8-1-40-13, and IC 8-1-40-14.

Primary and Primary Direct and Transmission rates offered under this tariff are available to any customer contracting for light and/or power purposes, provided, however, that all electric service at one location on customer's premises is supplied hereunder.

Customers with cogeneration or onsite generation facilities may be required to enter into a supplemental, maintenance and/or backup service agreement at the Company's discretion.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard single phase and/or polyphase voltage supplied by Company in the locality for which the service is requested.

Connection Charges Per Month:

Secondary	\$	27.63
Primary and Primary Direct	\$	109.55
Transmission	\$	331.00

Rate For Primary and Transmission Service*

Maximum Load Charge (*Monthly*)

Primary Service at Nominal Voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$7.12 per kW
Energy Charge (<i>In Addition to the Maximum Load Charge</i>)	\$0.092475 per kWh

Primary Direct Service at Nominal Voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$8.93 per kW
Energy Charge (<i>In Addition to the Maximum Load Charge</i>)	\$0.080796 per kWh

Transmission Line Service at Nominal Voltage of 69,000, 138,000, 230,000 or 345,000 Volts

Each kW of Billing Maximum Load	\$5.52 per kW
Energy Charge (<i>In Addition to the Maximum Load Charge</i>)	\$0.083876 per kWh

kVAr Charge

For Each kVAr of the Monthly Billed kVAr Demand.....	\$0.34 per kVAr
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RATE LLF - LOW LOAD FACTOR SERVICE

Rate For Grandfathered Secondary Service*

First 300 kWh	\$0.251202 per kWh
Next 700 kWh.....	\$0.201988 per kWh
Next 1500 kWh.....	\$0.182023 per kWh
Over 2500 kWh	\$0.135369 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Load Factor Provision

That portion of monthly use which is in excess of 190 hours use of the Billing Maximum Load will be billed at the following rate:

Next 110 hours use of Billing Maximum Load	\$0.120170 per kWh
Over 300 hours use of Billing Maximum Load	\$0.109011 per kWh

kVAr Charge**

For Each kVAr of the Monthly Billed kVAr Demand..... \$0.34 per kVAr

**Until such time as Company has installed the appropriate metering and billing facilities to bill Secondary customers for kVAr usage, the kVAr charge will not apply to Secondary customers.

Billing Maximum Load

Shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Billing of kVAr

For customers who have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer’s peak 30-minute kW demand for the month and the power factor coincident with the peak 30-minute kW demand for the month. For customers who do not have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer’s peak 30-minute kW demand for the month and the average power factor for the month.

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

Monthly Minimum Charge

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RATE LLF - LOW LOAD FACTOR SERVICE

For customers served at or above primary voltages, the Monthly Minimum Charge shall be the greater of the Billing Maximum Load Charge or the Connection Charge.

For customers served at secondary voltage, the Monthly Minimum Charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (*See Section 12 of General Terms and Conditions for Electric Service*).

Special Terms and Conditions

1. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
2. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.
3. Where primary voltage, as hereinabove designated, is required, Company will furnish one transformation to a standard voltage, provided, however, that where the service supplied is three-phase and the voltage of the load side of such transformation is approximately 480 or 240 Volts delta and customer requires approximately 120/240 Volts three-wire, for lighting purposes, Company will supply the transformation to obtain such lighting voltage.
4. Where customer requests transformation to more than one standard voltage or service of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished in paragraph 3 above. The right and title to all equipment so furnished by Company shall be and remain in Company.

Should customer require a nonstandard voltage, customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

5. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.
6. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with three phase electric motors in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at the secondary connection charge rate, of this rate schedule, per delivery point.
7. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.

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RATE LLF - LOW LOAD FACTOR SECONDARY SERVICE

Availability

Available to any secondary service customer contracting for light and/or power purposes, provided, however, that all electric service at one location on customer's premises is supplied hereunder.

Customers with cogeneration or onsite generation facilities may be required to enter into a supplemental, maintenance and/or backup service agreement at the Company's discretion.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard single phase and/or polyphase voltage supplied by Company in the locality for which the service is requested.

Connection Charges Per Month:

Secondary \$ 27.63

Rates for Secondary Service*

Demand Charge \$ 8.56 per kW

Energy Charge \$0.106290 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

kVAr Charge**

For Each kVAr of the Monthly Billed kVAr Demand..... \$0.34 per kVAr

***Until such time as Company has installed the appropriate metering and billing facilities to bill Secondary customers for kVAr usage, the kVAr charge will not apply to Secondary customers.*

Billing Maximum Load

Shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Billing of kVAr

For customers who have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the power factor coincident with the peak 30-minute kW demand for the month. For customers who do not have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the average power factor for the month.

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from
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RATE LLF - LOW LOAD FACTOR SECONDARY SERVICE

delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

Monthly Minimum Charge

For customers served at or above primary voltages, the Monthly Minimum Charge shall be the greater of the Billing Maximum Load Charge or the Connection Charge.

For customers served at secondary voltage, the Monthly Minimum Charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (*See Section 12 of General Terms and Conditions for Electric Service*).

Special Terms and Conditions

1. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
2. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.
3. Where customer requests transformation of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished.

Should customer require a nonstandard voltage, customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

4. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.
5. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with three phase electric motors in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at the secondary connection charge rate, of this rate schedule, per delivery point.
6. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.

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OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Availability

Available only for the electrical requirements of a three-phase total electric commercial building whose space conditioning requirements are provided by an energy efficient electric space conditioning system.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard three phase voltage supplied by Company in the locality for which the service is requested.

Rate*

Connection Charge \$28.05

Maximum Load Charge (Monthly)

Each KW of Billing Maximum Load \$18.94 per kW

Energy Charge

For all energy used per month \$0.075896 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The Minimum Charge shall be the Connection Charge.

Billing Maximum Load

Billing Maximum Load for the month shall be the Maximum Load for the month.

Measurement of Maximum Load and Energy

Maximum load shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

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OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE**Reconnection Charge**

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Special Terms and Conditions

1. The availability of the Tariff is limited to the electrical requirements of a total electric commercial building whose air conditioning requirements are provided by energy efficient electric equipment. All air conditioning equipment within a total electric commercial building, based on equipment type, shall meet the following energy efficiency standards:

TYPE	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC)	Less Than 7600 BTUH	MIN 12.2 EER
	7600-15000 BTUH	MIN 10.7 EER
	More Than 15000 BTUH	MIN 9.8 EER
Packaged Terminal Heat Pumps (PTHP)	Less Than 7600 BTUH	MIN 12.4 EER 3.4 COP
	7600-15000 BTUH	MIN 11.4 EER 3.3 COP
	More Than 15000 BTUH	MIN 10.2 EER 3.2 COP
Direct Expansion Air Conditioner (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH	MIN 16 SEER/15.2 SEER2
	65,000 – 135,000 BTUH	MIN 14.8 IEER
	More Than 135,000 and Less Than or Equal to 240,000 BTUH	MIN 14.2 IEER
	More Than 240,000 and Less than or Equal to 760,000 BTUH	MIN 13.2 IEER
	More Than 760,000 BTUH	MIN 12.5 IEER
Heat Pump (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH	MIN 16.1 SEER, 9.34 HSPF
	65,000 – 135,000 BTUH	MIN 15.47 SEER, 8.46 HSPF
	More Than 135,000 and Less Than or Equal to 240,000 BTUH	MIN 14.1 IEER
	More Than 240,000 and Less Than or Equal to 760,000 BTUH	MIN 13.5 IEER
	More Than 760,000 BTUH	MIN 12.5 IEER

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OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Water Source Heat Pumps (Including Building Loop Heat Pumps and Geothermal Heat Pump)	ALL SIZES	MIN COOLING 14.0 EER MIN HEATING 4.6 COP
Air Cooled Chiller	Less Than 150 tons	MIN 10.283 EER, MIN 13.438 IPLV
	More Than 150 tons	MIN 10.283, MIN 13.714 IPLV
Water Cooled Chiller Rotary Screw/Scroll	Less Than 75 Tons	MAX FULL LOAD .744 KW/TON, MAX PART LOAD .558 KW/TON
	More Than or equal to 75 and Less Than 150 Tons	MAX FULL LOAD .735 KW/TON, MAX PART LOAD .545
	More Than or equal to 150 and Less Than to 300 tons	MAX FULL LOAD .668 KW/TON, MAX PART LOAD .502 KW/TON
	More Than or equal to 300 tons	MAX FULL LOAD .594 KW/TON. MAX PART LOAD .456
Water Cooled Centrifugal	Less Than 150 Tons	MAX FULL LOAD .594 KW/TON, MAX PART LOAD .419 KW/TON
	More Than or equal to 150 and less Than 300 Tons	MAX FULL LOAD .594 KW/TON, MAX PART LOAD .419 KW/TON
	More Than or Equal to 300 and Less Than 600 Tons	MAX FULL LOAD .558 KW/TON, MAX PART LOAD .372 KW/TON
	More Than or equal to 600 Tons	MAX FULL LOAD .549 KW/TON, MAX PART LOAD .372 KW/TON

Any revisions to the table above due to codes and standards changes will be kept up to date on the Duke Energy Indiana Energy Efficiency Business products website.

In cases where any air conditioning equipment is not covered by the above energy standards, the Company shall have sole discretion as to whether such equipment qualifies in terms of the customer being eligible for this Tariff.

To be eligible for this Tariff, customers must demonstrate that Rate LLF would be the most cost effective rate to receive service and they otherwise meet the requirements of this Tariff. Customers taking service under this Tariff prior to "Effective Date" are exempt from this requirement.

- All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate

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OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.

3. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.

OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

4. Where primary voltage, as hereinabove designated, is required, Company will furnish one transformation to a standard voltage, provided, however, that where the service supplied is three phase and the voltage of the load side of such transformation is approximately 480 or 240 volts delta and customer requires approximately 120/240 volts three-wire, for lighting purposes, Company will supply the transformation to obtain such lighting voltage.

5. Where customer requests transformation to more than one standard voltage or service of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished in paragraph 3 above. The right and title to all equipment so furnished by Company shall be and remain in Company.

Should customer require a nonstandard voltage, customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

6. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.

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OPTIONAL RATE HLF/LLF - TIME-OF-USE SERVICE

Availability

Available to customers whose electric service is provided under Rate HLF – High Load Factor Service or Rate LLF Low Load Factor Service.

Any new customer with a demand over 20 MW requires Company approval. Not available for Supplemental, Standby or Maintenance Service or short-term or temporary service.

Rate*

Connection Charge Per Month

Applicable Secondary Delivery Charge.....	\$ 31.90
Primary Delivery or Primary Direct.....	\$125.61
Transmission Delivery at a nominal voltage of 69,000 volts or higher.....	\$855.37

Demand Charges Per Month

Peak

Secondary.....	\$2.10 per kW
Primary.....	\$2.77 per kW
Primary Direct.....	\$4.13 per kW
Transmission.....	\$4.22 per kW

Mid-Peak

Secondary.....	\$ 9.23 per kW
Primary.....	\$12.17 per kW
Primary Direct.....	\$18.19 per kW
Transmission.....	\$18.54 per kW

Base

Secondary.....	\$2.92 per kW
Primary.....	\$2.70 per kW
Primary Direct.....	\$0.70 per kW
Transmission.....	\$0.04 per kW

Energy Charge

Peak

Secondary.....	\$0.107898 per kWh
Primary.....	\$0.079226 per kWh
Primary Direct.....	\$0.052803 per kWh
Transmission.....	\$0.054603 per kWh

Off-Peak

Secondary.....	\$0.094647 per kWh
Primary.....	\$0.069497 per kWh
Primary Direct.....	\$0.047138 per kWh
Transmission.....	\$0.048282 per kWh

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OPTIONAL RATE HLF/LLF - TIME-OF-USE SERVICE

Discount

Secondary.....	\$0.063283 per kWh
Primary.....	\$0.049162 per kWh
Primary Direct.....	\$0.033712 per kWh
Transmission.....	\$0.034795 per kWh

kVAr Charge

For Each kVAr of Monthly Billed kVAr Demand..... \$0.34 per kVAr

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

On-Peak/Off-Peak/Super Off-Peak Hours

Periods	All Year**	Winter Months***
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

** Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).

*** Winter Months = On and after the first Sunday in November to the second Sunday in March

Holidays:

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Billing Demands and Load and Billed kVAr's

The Base Demand shall be the higher of 1) the maximum 30-minute kW demand established over the current and eleven previous billing periods, or 2) 50% of the Contract Demand, if available.

The Mid-Peak Demand shall be the maximum 30-minute kW demand established during either the designated On-Peak or Off-Peak Periods during the current billing period.

The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period

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OPTIONAL RATE HLF/LLF - TIME-OF-USE SERVICE

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

Whenever the customer's load and energy requirements are metered at a lower voltage than the delivered voltage, then the metered Load, kVAR and the Loads shall be increased by one percent (1%) and the metered energy shall be increased by one percent (1%) before applying any other adjustment or computing the charges.

Whenever the customer's load and energy requirements are metered at a higher voltage than the delivered voltage, then the metered Load, kVAR and the Loads shall be decreased by one percent (1%) and the metered energy shall be decreased by one percent (1%) before applying any other adjustment or computing the charges.

Special Terms and Conditions

1. This Tariff is available to any customer currently served under Rate LLF or Sheets 10.1 or 10.2. New customers, or customers migrating to this Tariff from another Rate Schedule, will be eligible to receive service under this Tariff if they can demonstrate that Rate LLF would otherwise be the most cost-effective rate to receive service under.
2. Customer will enter into a written Agreement under the Program for an initial term of one (1) year with automatically renewing one (1)-year terms. Customer may change to other eligible rates after the initial term of the Agreement or at the end of subsequent one (1)-year terms by giving sixty (60) days advance written notice prior to the expiration of the initial term or subsequent one (1)-year terms.
3. All other provisions included in the currently approved Rate LLF shall apply except as provided for herein.
4. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.
5. Customers electing this tariff can switch back to Rates HLF or LLF at any time, but will be ineligible for future participation on the HLF/LLF – Optional Time-of-Use Service (Tariff 11.5) for 12 months.

RATE HLF - HIGH LOAD FACTOR SERVICE

Availability

Available to any customer contracting for a specified capacity of not less than 25 kW. Applicant must be located adjacent to an electric transmission or distribution line of Company that is adequate and suitable for supplying the service requested.

Customers with cogeneration facilities may be required to enter into a supplemental, maintenance and/or backup service agreement at the Company's discretion.

Character of Service

Alternating current having a frequency of sixty Hertz and furnished in accordance with the provisions set forth hereunder.

Rate*

Connection Charges per Month:

Secondary	\$ 31.90
Primary and Primary Direct	\$ 125.61
Transmission	\$ 855.37

Maximum Load Charge (*Monthly*)

Transmission Line Service at nominal voltage of 138,000, 230,000 or 345,000 Volts

Each kW of Billing Maximum Load	\$ 21.28 per kW
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Transmission Line Service at nominal voltage of 69,000 Volts

Each kW of Billing Maximum Load	\$ 24.73 per kW
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Primary Direct Service at nominal voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$ 23.91 per kW
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Primary Service at nominal voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$ 20.87 per kW
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Secondary Service at nominal voltage of 480 Volts or lower

Each kW of Billing Maximum Load	\$ 29.16 per kW
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Energy Charge (*In addition to the Maximum Load Charge*)

Transmission Line Service at nominal voltage of 138,000, 230,000 or 345,000 Volts

For All Energy Used Per Month	\$0.044604 per kWh
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Transmission Line Service at nominal voltage of 69,000 Volts

For All Energy Used Per Month	\$0.047587 per kWh
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Primary Direct Service at nominal voltage of 2,400 to 34,500 Volts

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RATE HLF - HIGH LOAD FACTOR SERVICE

For All Energy Used Per Month \$0.048591 per kWh

Primary Service at nominal voltage of 2,400 to 34,500 Volts

For All Energy Used Per Month \$0.066668 per kWh

Secondary Service at nominal voltage of 480 Volts or lower

For All Energy Used Per Month \$0.056843 per kWh

KVAr Charge

For Each kVAr of the Monthly Billed kVAr Demand..... \$0.34 per kVAr

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The monthly minimum charge shall be the Maximum Load Charge.

Measurements of Maximum Load and Energy

Maximum Load shall be measured by suitable recording instruments provided by Company and be the customer's highest average thirty-minute kW load in the billing period.

When energy is measured through more than one meter the Maximum Loads, separately determined for each meter, shall be added together for determining the Maximum Load for the month.

Energy shall be measured by suitable integrating instruments provided by Company.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

Billing Maximum Load

Shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

In no event shall the Billing Maximum Load be less than 25 kW.

Billing of kVAr

For customers who have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the power factor coincident with the peak 30-minute kW demand for the month. For customers who do not have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the average power factor for the month.

RATE HLF - HIGH LOAD FACTOR SERVICE

Special Terms and Conditions

1. For customers taking transmission or primary service, customer shall furnish, own, and maintain, at his own expense, the complete substation structure and equipment, including switches and protective equipment, transformers and other apparatus, any or all of which is necessary for customer to take service at the standard primary or transmission line voltage selected by Company. Company will, however, furnish, own, operate, and maintain all necessary metering equipment. Failure of a customer to provide proper maintenance on facilities described hereinabove which results in premature equipment failure and/or interruption to the Company's other customers shall be considered negligent and the Company may require the customer to install protective equipment as specified by the Company in order to provide the necessary protection and isolation. Said protective equipment shall be furnished, owned, and maintained by the customer, however, in certain instances Company retains the option of requiring the customer to enter into a specific maintenance agreement with the Company. Company also retains the option of furnishing, owning, and maintaining said protective equipment as per "Standard Contract Tariff No. 53 - Excess Facilities."
2. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company, and installed beyond point of connection.
3. The Company normally does not provide transformations within the transmission and/or primary service classifications as described in the transmission and primary maximum load charges. However, in the case of unusual service requests where the Company's existing facilities adjacent to the customer are inadequate, the Company may furnish such transformations upon customer paying the appropriate excess facilities charge. The Company shall not furnish, own, and maintain such transformers on an excess facilities basis solely for the purpose of modifying Paragraph 1, above.
4. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.
5. The rates hereunder are predicated upon the supply of service being delivered at a single location in such a manner that the measurement of the various components of the service may be made through one metering installation, except that service metered at a voltage of 480 Volts or lower may be furnished through not more than one meter for the lighting service and one meter for the power service, unless it is required by law to install a separate service for exit lighting, in which case an additional meter will be installed for the exit lighting.
6. During certain scheduled periods of time, customers served at primary voltage and higher may perform normal maintenance or repair that will result in a partial or total reduction in electrical consumption during certain monthly billing periods. Such maintenance or repair period may be scheduled and agreed upon by customer and Company at least thirty (30) days prior to such period. There shall be a maximum of two (2) such scheduled periods in a twelve-month consecutive period not to exceed 14 days in total duration for both such periods.

Whenever such maintenance or repair periods have been scheduled with and agreed to by Company, customer will be billed for the actual maximum load during such periods on the basis of the proration of the Maximum Load Charge. Such proration will be based on the ratio of the number of days in the scheduled maintenance or repair period, divided by thirty (30) days. The actual energy used during the maintenance or repair period will be billed according to the Energy Charge of this rate schedule.

For all of the other days during the monthly billing period in which there has been a scheduled maintenance or repair period, customer will be billed for the maximum load, as determined by the Billing Maximum Load provision of this rate schedule, multiplied by the complement of the above

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RATE HLF - HIGH LOAD FACTOR SERVICE

computed prorate ratio. The Energy Charge will be computed on the actual energy used during the remaining portion of the monthly billing period.

A \$500.00 fee will be imposed on customers taking advantage of the Maintenance Period Provision, but only at those times when such periods are taken.

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YOUR FIXEDBILL**Availability**

Applicable to a limited number of residential customers (first come first serve) who have lived in their current residence for at least the previous 12 months, have had their electricity priced on the Company's Standard Residential Tariffs or *Your FixedBill* Tariff for at least the previous 12 months, have 12 months of actual meter reads (*i.e.*, not estimated meter reads), have a load profile which can be modeled with reasonable predictability, and are current on their electric service bill. Customer may not have been disconnected for non-payment of electric service within the last 12 months.

Character of Service

Electric energy supplied hereunder must meet the character of service and usage specifications consistent with service under Company's Standard Residential Tariffs (*i.e.*, Rate RS – Tariff 6.0 or Tariff No. 6.3).

Limitation of Service:

Service under this rate schedule is not available to Net Metering customers, or customers with multiple electric meters on one account, Customers may not participate in both *FixedBill* and Budget Billing.

Rate

Subject to its Terms and Conditions, *Your FixedBill* offers customers a guaranteed electric bill for 12 months and protects participating customers from unpredictable bills caused by weather related usage and changes in electric rates.

The customer's *Your FixedBill* amount will be calculated starting with 12 or more months of past Actual Usage data and applying weather normalization and any applicable Usage Adjustment, using the following formula:

$$[(\text{Expected Monthly kWh} \times \text{Expected Residential Energy Charges and Riders})] \times (1 + \text{Program Fee \%}) + \text{Connection Charge.}$$

Company will calculate the above for each month, and sum the 12 months to come to an annual bill. The annual bill will then be divided by 12, for the monthly bill amount. Applicable Taxes, and amounts owed for other services will be added to the monthly amount.

Definitions

Actual Usage: The customer's actual usage for the month.

Applicable Taxes: Taxes applicable to Company's Standard Residential Tariffs.

Connection Charge: The connection charge in Company's Standard Residential Tariffs.

Expected Monthly kWh: Customer's projected monthly usage (kWh) adjusted for weather and any expected changes in usage.

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

Riders: All Riders forecasted to be applicable during the participation period, at kWh levels projected for

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YOUR FIXEDBILL

the *Your FixedBill* 12 month offering period.

Expected Residential Energy Charges: The projected per kWh rates for Company's Standard Residential Tariffs for the next 12 months.

Service Agreement: Binding arrangement for 12 consecutive months between the Company and the customer for rendering and compensating for service at a fixed price, subject to applicable terms and conditions detailed below.

Usage Adjustment: Includes usage adders capped at three and six-tenths of a percent (3.6%) for the first year of program participation.

Special Terms and Conditions

1. The customer shall enter into a Service Agreement with the Company that shall specify the monthly *Your FixedBill* amount that the customer will be required to pay.
2. The term of the Service Agreement will be for twelve (12) months. Each year, before the 12-month *Your FixedBill* period is over, a new *Your FixedBill* amount for the following year will be calculated and the customer will be notified of the new contractual amount. The customer will automatically renew at the new *Your FixedBill* amount for the following year, unless the customer notifies the Company of the customer's desire to be removed.
3. Removal from the program:
 - 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 Standard Residential Tariff, including applicable riders during the *Your FixedBill* Service Agreement period. If the customer has paid less than Standard Residential Tariff, the customer will be charged the difference. If the customer has paid more than Standard Residential Tariff, the customer will not be credited with the difference. There will be no Administration Fee applied to these customers.
 - B. **Delinquent Your FixedBill Payments.** If a customer becomes delinquent in the *Your FixedBill* payments, Company will follow standard procedures for Standard Residential Tariff customers. If customer enters into a payment arrangement plan or is disconnected for nonpayment, customer will be removed from the *Your FixedBill* Program, and Applicable Removal Charges will apply.
 - C. **Increased Actual Usage over Expected Usage.** If, after two letters warning of excess usage, customer has actual usage for any month that is 15% greater than expected usage, then Company has the right to re-price the *Your FixedBill* amount for the customer based on the updated usage information. If the customer does not accept the new *Your FixedBill* amount then customer will be removed from the *Your FixedBill* Program, and Applicable Removal Charges will apply.
 - D. **Customer Voluntary Removal.** If customer chooses to leave the *Your FixedBill* Program prior to the end of the 12-month Service Agreement period, customer will be removed from the *Your FixedBill* Program, and Applicable Removal Charges will apply. After the end of each Service Agreement period, eligible customers will automatically renew for the next *Your FixedBill* Service Agreement period unless the customer indicates the customer's intention to return to the Standard Residential Tariff. If the Standard Residential Tariff election is made within the grace period, no Applicable Removal Charges will apply.

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YOUR FIXEDBILL

- E. *Grace Period.* If customer mistakenly fails to withdraw from the *Your FixedBill* Program prior to their automatic renewal, customer will be allowed to withdraw for up to 30 days from their renewal date without payment of the administrative fee.
 - F. *A customer cannot be on the Pick Your Own Due Date Program and be on the Your FixedBill Program.*
 - G. *A customer cannot be on the Your FixedBill Program if the account has a theft indicator notice or if there was a returned check in the past 12 months.*
 - H. *Other Reason.* If customer leaves or is removed from the *Your FixedBill* Program before the end of the Service Agreement period for any other reason, Applicable Removal Charges will apply.
4. Applicable Removal Charges. In items B through G above, Company will calculate what customer would have paid under Standard Residential Tariff, including applicable riders during the *Your FixedBill* Service Agreement period. If the customer has paid less than Standard Residential Tariff, they will be charged the difference. If they paid more than Standard Residential Tariff, the difference will not be credited.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the IURC.

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RATE BDP – BACKUP DELIVERY POINT SERVICE

Availability

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, Company will make available to a Non-Residential customer additional delivery points in accordance with the rates, terms and conditions of this Tariff No. 21. customers currently capable of utilizing this service can continue as long as capacity is available or there is no change in the Company’s or customer’s operations. Changes in the Company’s operations may include but not be limited to any or all of the following: service supply voltage changes due to refurbishments or upgrades; relocation or removal of supply facilities from public rights of way requested by government authorities; circuit reconfigurations due to transmission system or substation additions or retirements; circuit switching necessary to control loading or for reliability reasons; or supply circuit modifications to honor commitments given to previously enacted backup delivery points in the vicinity. Changes to the customer’s operations may include but not be limited to any or all of the following customer load changes: introduction of harmonic distortions onto the power supply system; imposition of voltage fluctuations due to erratic loading cycles; excessive power magnitude requirements compared to primary service or as available in the service location; service reliability requirements above nominal working standards; or power quality requirements unattainable from bulk power delivery systems.

Net Monthly Bill

- 1. Connection Fee.....Varies by Customer

The Connection Fee only applies if an additional metering point is required and will be based on customer’s most applicable rate schedule.

- 2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer’s most applicable rate schedule and the contracted amount of backup delivery point capacity.
- 3. The customer shall also be responsible for the acceleration of costs, if any, that would not have otherwise been incurred by Company absent such request for additional delivery points. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and customers that shall not exceed the minimum term. In each request for service under this Tariff, Company engineers will conduct a thorough review of the customer’s request and the circuits affected by the request. The customer’s capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request.

Special Terms and Conditions

The Company will provide such backup delivery point service under the following conditions:

- 1. Company reserves the right to refuse backup delivery service to any customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service. Company shall provide to the customer written documentation describing the circumstances that warrant the refusal to provide backup delivery point service.

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RATE BDP – BACKUP DELIVERY POINT SERVICE

2. The amount of backup delivery point service shall be mutually agreed to by the Company and the customer because the availability of specific electric system facilities to meet a customer's request is unique to each service location.
3. System electrical configurations based on customer's initial delivery point will determine whether distribution and/or transmission charges apply to customer's backup delivery point.
4. In the event that directly assigned facilities are necessary to attach customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill customer the Company's full costs for such facilities and installations.
5. Energy supplies via any backup delivery point established under this Tariff No. 21 will be supplied under the applicable rate tariff and/or special contract and subject to the applicable rate adjustment riders listed in Appendix A – List of Applicable Rate Adjustment Riders.
6. Company and the customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which customer shall take service under this Tariff No. 21.
7. Company does not guarantee uninterrupted service under this Tariff.

Service Regulations

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's Service Regulations currently in effect, as filed with the Indiana Utility Regulatory Commission.

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RATE MBDR – MARKET BASED DEMAND RESPONSE

Availability

Applicable to customers served under Rates LLF or HLF who enter into a service agreement and can demonstrate the ability to reduce energy consumption in accordance with the Midwest Independent Transmission System Operator’s requirements. Customers desiring participation in this Tariff under multiple programs will be required to have a service agreement for each program desired and may not participate in multiple programs under this Tariff with the same curtailable load amount. Customers participating in Tariff No. 23, Peak Load Management can participate in this Tariff only with load not curtailable under Tariff No. 23.

ARCs, as defined below, may also aggregate customers in accordance with a service agreement and participate in this Tariff.

Customer/ARC must assist and coordinate with Company to complete all MISO registration requirements. Participation under this Tariff may not begin or continue unless MISO has accepted and approved all applicable requirements for resource participation.

Company reserves the right to limit MW participation in this Tariff as set forth in applicable MISO BPMs.

Definitions

- ARC: Aggregator of Retail customers.
- MISO: Midcontinent Independent System Operator, Inc.
- BPM: MISO Business Practice Manual, currently in effect
- CPNode: Commercial Pricing Node as such term is defined by
- EDR Emergency Demand Response, a type of demand response resource as defined by MISO.
- DRR Type I Demand Response Resource Type I, a type of demand response resource as defined by MISO.
- LMP: Locational Marginal Price
- MFRR: Marginal Foregone Retail Rate, the full marginal retail rate inclusive of trackers excluding any demand component effects.
- Consumption Baseline: An estimate of the electric consumption amount absent load curtailment for a demand response event.
- Curtailment Amount The amount of load the customer reduces from its Consumption Baseline as specified in the service agreement.

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Effective:

RATE MBDR – MARKET BASED DEMAND RESPONSE**Minimum Curtailment Amount**

At a minimum, customer must provide a Curtailment Amount equal to the greater of:

- (i) 1 MW,
- (ii) 5% of customer's maximum demand over the past 12 months,
- (iii) the minimum MW amount for participation as specified by MISO in the applicable BPM for the type of resource offered.

Any load curtailable under Tariff No. 23 will not be included toward the minimum Curtailment Amount.

ARC can meet required minimum Curtailment Amount through aggregation of customers.

Tariff Description

Participation in this Tariff is voluntary and offers customers the opportunity to reduce their electric costs through participation with Company in the MISO wholesale energy market and to help preserve reliable electric service by managing their electric usage during MISO-declared emergency events. Customer and/or ARC and Company will enter into a service agreement under this Tariff, which will specify the terms and conditions under which customer agrees to reduce usage.

Duke Energy Market Based Programs

Duke Energy Indiana will offer programs specified in the service agreements. Additional programs consistent with this Tariff's provisions may be offered in future service agreements as customer preferences and demand develop. Program participation requirements will be detailed in the service agreement including the ability to specify certain offer parameters. Programs to be offered under this Tariff include:

- 1) PowerShare® EDR Program and
- 2) PowerShare® DRR Type I Energy Program

Customer/ARC participation in the programs will be offered by Company to MISO for potential load reduction daily, as applicable, through an established default offer. Customer has the option of revising the default offer, as applicable, on any particular day provided customer notifies Company prior to the specified time in the service agreement.

Metering Requirements

Customers must have a meter capable of providing the load metering frequency and telemetry required by the MISO in the applicable BPM for each participating account. Duke Energy Indiana will install the MISO-compliant and Commission-compliant metering and telemetry required upon customer approval of the estimated installed cost as provided by Company. Installation must be completed before participation may begin. After installation, Company will invoice customer/ARC for the installed cost of the compliant telemetry and metering. Customer/ARC may elect to install its own Company-approved metering, with the Company reserving the right to inspect the equipment and owning the equipment once it is installed.

Curtailment Plan Compliance Options

Customers/ARC may elect to participate in this Tariff by either choosing to:

- a) reduce demand to a specified level, Firm Demand Level ("FDL"), or
- b) reduce energy usage a specified amount below a baseline, Guaranteed Load Drop ("GLD").

Issued:**Effective:**

RATE MBDR – MARKET BASED DEMAND RESPONSE**Firm Demand Level (FDL)**

Customers/ARCs electing this option agree, upon notification by Company, to limit their demand to a firm load level. The method to compute the amount of the demand reduction during events will be specified in the service agreement under the Measurement and Verification section.

Guaranteed Load Drop (GLD)

Customers/ARCs electing this option agree, upon notification by Company, to reduce energy usage below their consumption baseline level by the customer specified, and agreed upon by Company, amount. The method to compute the amount of the demand reduction during events will be specified in the service agreement under the Measurement and Verification section.

The curtailment plan compliance option(s) available for a particular program will be specified in the service agreement. In addition, special processing, if any, will be specified in the service agreement for Tariff No. 23 participants to ensure Curtailment Amounts of all load under this Tariff and Tariff No. 23 are coordinated and not double counted. Under no circumstance will customer/ARC be compensated for the same load reduction under both Tariff No. 23 and Tariff MBDR.

Customer and/or ARC must agree to the consumption baseline method specified in the service agreement.

Charges For Failure to Perform

If the customer/ARC does not reduce load in accordance with the service agreement, MISO may charge the Company a penalty for failure to perform. The customer/ARC's participation shall be suspended if payment of any undisputed fees become past due. Further, the Company and the customer/ARC will discuss methods to comply during future events. If the MISO terminates the ability of the resource to participate, the Company shall immediately terminate the customer's/ARC's participation. If there are system reliability issues created by the customer/ARC's failure to perform, the Company reserves the right to suspend participation of the customer/ARC under this Tariff for 90 days or to terminate the customer/ARC participation. The customer has the right to ask the Commission to review any decision made by the Company.

Settlements

Based upon customer performance related to MISO-cleared offers and applicable fees, Company will establish a bill credit and structure of bill credit or debit to be given to customers that enroll directly under this Tariff. Customer will receive credits or debits on its Company-issued electric bill. Depending on the customer's billing cycle and when credits or debits are issued within the month, posting of the credits or debits to the customer's bill may be delayed one billing cycle. All applicable fees and charges as specified in the service agreement and this Tariff will be applied on customer's electric bill. If necessary, adjustments will be applied to subsequent customer bills for revised settlement amounts.

Company shall pay or charge an ARC for the ARC's customer portfolio performance amount under this Tariff under separate check or wire transfer as specified in the applicable service agreement. Credits or debits will be provided as specified in the service agreement.

The value of the credit or debit will take into consideration the customer/ARC specified offer parameters, the MISO LMP for the CPNode applicable to the customer's participating site, any appropriate bill savings

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RATE MBDR – MARKET BASED DEMAND RESPONSE

from reducing load under the applicable Standard Rates (MFRR), program administrative costs, and other factors determined and specified in the service agreement.

Billing Under Standard Rates

Customers served under Rates LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, customers will receive credits and debits on their electric bill, where applicable, for participation in this Tariff based upon the elected program as outlined above and in the service agreement.

Aggregators of Retail customers

An ARC may aggregate Duke Energy Indiana customers to facilitate customer participation with Company in this Tariff. Each individual customer in such an aggregation of customers must be identified by the ARC and provide all information needed for and requirements for participation and registration, as set forth in the applicable service agreement. The ARC will be subjected to the same requirements set forth for customers as specified in this Tariff and the applicable service agreement. A customer may serve as an ARC. No customer shall be represented by more than one ARC. No customer may participate through an ARC while simultaneously participating directly in this Tariff.

Program Equipment

Company will specify a communication plan in the service agreement, which may include software, to be used to provide Company with customer specified offer parameters and participation elections. Customer will be responsible for providing its own internet access if needed. Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this Tariff. While customers are encouraged to use such equipment or software packages to maximize benefits under this Tariff, it is not a requirement for program participation. It is customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

Special Terms and Conditions

Except as provided in this Tariff, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under this Tariff and the service agreement, will not be deemed an event period under this Tariff.

Agreements under this Tariff will in no way affect customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules.

It will be customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this Tariff.

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Duke Energy Indiana, LLC1000 East Main Street
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Original Tariff No. 23

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PEAK LOAD MANAGEMENT**Availability**

Applicable to customers served under Rates CS, LLF, HLF or Special Contracts. Customers must enter into a service agreement.

Program Description

The Peak Load Management ("PLM") Program is voluntary and offers customers the opportunity to reduce their electric costs by managing their electric usage during Company's peak load periods. Customer and Company will enter into a service agreement under this Tariff which will specify the terms and conditions under which customer agrees to reduce usage.

Service Options

Customers may elect to participate in a PLM service option by either choosing to:

- a) reduce demand to a specified amount,
- b) reduce energy usage below their baseline

Upon approval of Company, customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under different Rate Schedules (CS, LLF, HLF) and/or Special Contracts of Company, for any of the options available under the PLM Program. Any aggregation of customer loads applies only to the provisions of this Tariff (the PLM Program) and in no way is to be used to permit a customer to migrate between Rate Schedules, Tariffs, and/or Special Contracts.

The specific hours for the PLM service option will be mutually agreed upon between customer and Company and specified in the service agreement. The targeted hours for the PLM Program will generally be, but are not limited to, between 11:00 A.M. and 8:00 P.M. (Eastern Standard Time/EST), Monday through Friday, starting May 1 and ending October 31. Target hours for the November 1 through April 30 timeframe will generally be, but are not limited to, between 6 am and 10 pm EST.

Buy-through energy is the incremental energy the customer has decided to purchase in lieu of managing their electric demand or energy usage as agreed upon between the customer and the Company.

Demand Reduction Option

Customers served under the Rates CS, LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to limit their demand to a Firm Load Level. Customer and Company will mutually agree on the amount of demand reduction, the conditions under which a request for reduction can be issued and the mechanism to be used to verify compliance. Based upon these factors, Company will establish a bill credit to be given to customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy, any bill savings from reducing load under the applicable Standard Rates and program administrative costs.

Company will provide buy-through energy, if available, to be billed based on price quotes (Buy - through Quotes) provided to customer. Such Buy-through Quotes will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable Tariffs and taxes included in the Standard Rate. customer will be billed for all usage above the Firm Load Level at such Buy-through Quotes.

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IURC NO. 16
Original Tariff No. 23

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PEAK LOAD MANAGEMENT

Energy Reduction Below Baseline

Customers served under the Rates CS, LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level. Reductions below the Baseline Level during such periods will be credited at the Energy Buy-Back Price Quotes (Price Quotes) provided to customer by Company. Company will establish a bill credit to be given to customer and the structure of the bill credit. The determination of such bill credits will take into consideration the projected avoided cost of energy, any bill savings from reducing load under the applicable Standard Rates and program administrative costs.

Customer will agree to provide Company with an estimate of the amount of load reduction to be provided during such periods. The Baseline Level must be mutually agreeable to both the customer and the Company as representing the customer's normal usage level during the time period that a notification could be given.

Company will provide buy-through energy, if available, to be billed based on the real-time price of energy. Such buy-through will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable Tariffs and taxes included in the Standard Rate. customer will be billed for all usage above the contracted load reduction at such buy-through prices.

Billing Under Standard Rates

Customers served under Rates CS, LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and as outlined in the PLM service agreement.

Program Equipment

Company will provide Internet based communication software to be used to provide customer with the Buy-through and Day-ahead Price Quotes. customer will be responsible for providing its own Internet access.

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While customers are encouraged to use such equipment or software packages to maximize benefits under this PLM Program, it is not a requirement for program participation. It is customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

Special Terms and Conditions

Except as provided in this Tariff PLM, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the PLM Program, will not be deemed a notice period under this PLM Program.

Agreements under the PLM Program will in no way affect customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules.

It will be customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this Tariff.

Issued:

Effective:

RATE WP - SCHEDULE FOR WATER PUMPING AND/OR SEWAGE DISPOSAL

Availability

Available to privately-owned utilities and to municipalities (hereinafter referred to as "Customer") for the electric energy for operation of a water pumping system and/or a sewage disposal system at such locations as are within the corporate limits of a municipality to which said service is supplied, or within territory in which Company has the right to serve.

Character of Service

Alternating current having a frequency of sixty Hertz at any standard distribution voltage supplied by Company and available in the area to be served.

Rate*

Connection Charge	\$21.56
First 2,000 kWh	\$0.147844 per kWh
Over 2,000 kWh	\$0.104623 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Minimum Monthly Bill

The total Minimum Monthly Bill shall be the Connection Charge.

Measurements of Energy and Demand

Energy and demand shall be measured by suitable integrating instruments.

Special Terms and Conditions

1. Company, where necessary and subject to the provisions of Tariff No. 52, will supply and maintain at each location required for the water pumping system and/or a sewage disposal system of Customer, the complete transformation equipment that is necessary in order to make one transformation to a standard voltage, required by Customer, from the voltage of such available distribution line as the Company deems adequate and suitable to serve the required capacity. Not more than one such transformation to one voltage will be installed at Company's expense at any single location of Customer, provided, however, that when the voltage required on the load side of the power transformation is approximately 480 or 240 volts and Customer requires approximately 120 volts two-wire (or 120/240 volts three-wire) for lighting purposes, Company, at the same location, will supply the transformation to obtain such lighting voltage.
2. Service at each location required by Customer shall be furnished through one meter, except that, at the option of Company, service may be furnished through not more than one meter for the lighting service and one meter for the power service when service is metered at 480 volts or less.
3. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond each point of connection of Customer's service lines with the lines of Company shall be considered the distribution system of Customer and shall be furnished, owned, and maintained by Customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company and installed beyond each said point of connection.

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SOLAR SERVICES**Program Description**

Closed to new participation after June 5, 2024. The program allows for eligible customers to have solar energy facilities installed on their premises to be constructed, operated, and maintained by the Company and receive the kwh output of the facility.

Availability

Available to non-residential customers who are served under one of the following Rate Schedules or Tariffs:

- Rate CS - Commercial Electric Service
- Rate LLF - Low Load Factor Service
- Optional Rate LLF - High Efficiency Total Electric Commercial Service
- Optional Rate LLF - Time-Of-Use Service
- Rate HLF - High Load Factor Service
- Optional Rate HLF - Time-Of-Use Service
- Rate WP - Water Pumping and/or Sewage Disposal

Pilot and Experimental program participants are ineligible.

Each facility must comply with the requirements of Tariff No. 57, Net Metering, Tariff 54, Excess Distributed Generation, and/or Tariff No. 80, Interconnection Service. The Customer will be responsible to adhering to these requirements and meeting all obligations, including but not limited to insurance coverage and indemnification. Each facility must be on a suitable location for the service requested as determined by the Company.

Special Terms and Conditions

1. Customer and Company shall enter into a Service Agreement defining the obligations of the parties for an initial term no greater than 20 years, with renewal terms thereafter as defined in the Service Agreement. The Service Agreements shall be established under Internal Revenue Code section 7701(e) and in compliance with Indiana Code § 8-1-2.5-6.
2. Company will establish a market based price paid by Customer through negotiation, based on criteria that includes, but is not limited to, an evaluation of the customer's credit worthiness for eligibility under this program. The credit criteria and Customer eligibility shall be at the sole discretion of the Company and may impact project pricing.
3. Payment will be made monthly within the time limits established under the terms in the Service Agreement. Customers may be billed separately from their monthly electric bill.
4. Termination of the Service Agreement prior to the conclusion of the initial term shall be subject to termination provisions established under the terms in the Service Agreement.
5. Customer may assign the terms of this Service Agreement to subsequent owners of the property or building, subject to agreement by the Company.
6. Customers will not be subject to disconnection of retail energy service due to nonpayment of Service Agreement fees. Delinquent payments will be subject to the terms of the Service Agreement.

Issued:**Effective:**

RATE USFL – UNMETERED SMALL FIXED LOAD SERVICE

Availability

Applicable to all customers for small fixed, electric loads not exceeding 100 Watts which can be served by a standard service drop from the Company's existing secondary distribution system where it is considered by the Company to be impractical to meter.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Computed in accordance with the following charges and based upon calculated energy use determined by the rated capacity of the connected equipment:

Connection Charge	\$13.91
Energy Rate	
Loads with greater than or equal to 635 hours use per month.....	\$0.094976 per kWh
Loads with less than 635 hours use per month.....	\$0.115325 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected.

Special Terms and Conditions

1. Each separate point of delivery of service shall be considered individually for assessment of charges detailed above.
2. The customer shall furnish switching equipment satisfactory to the Company.
3. The calculated energy use per month shall be determined by the Company taking into consideration the size and operating characteristics of the load.
4. The customer shall notify the Company in advance of every change in connected load or operating characteristics, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of any such changes, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Tariff, and shall be entitled to bill the customer retroactively on the basis of the changed load and operating characteristics for the full period such load was connected.

RATE EVFC – PUBLIC ELECTRIC VEHICLE FAST CHARGING SERVICE

Availability

Public Electric Vehicle Fast Charging (EVFC) services will be available to all electric vehicle owners, without preference to Company’s electric service customers, at Duke Energy Indiana (Company)-owned public electric vehicle charging stations where the Company provides fast charging service and accepts payments from the station user (electric vehicle operator).

Character of Service

EVFC services will be available at Company-owned stations with output of 50 KW or greater. The stations will be accessible to the public for charging of electric vehicles. Service under this rate is subject to the Company’s currently effective and filed “General Rules and Regulations for Electric Service”. In case of conflict between any provisions of this schedule and the “General Rules and Regulations for Electric Service,” the provisions of this rate schedule shall apply.

Rate

The EVFC rate is calculated using a statewide average for EVFC charging offered by individual fast charge stations in Indiana that charge a consumption-based or time-based fee, are greater than 50kW in charging output capacity, offer at least one charging connector and are publicly accessible 24-hours per day. This average rate will be reviewed quarterly and updated when the statewide average changes by more than 10% from the amount listed in this tariff.

Individual Station Fast Charge Electric Vehicle Energy Rate = (R x D) / K
Where:

- R = Rate charge per minute
- D = Charging session duration in minutes
- K = KWH used per charging event

Energy Charge * \$0.516453 per kWh
 Vehicle Idling Fee \$1.00 per minute

*Energy charge includes applicable Sales Tax

Terms of Payment

The vehicle idling fee may apply following a ten-minute grace period at certain stations located in close proximity to highway corridors or other highly trafficked areas. The Company reserves the right to limit station output (kW or kWh) based upon periods of high demand or high station utilization. The applicable rate (Energy Charge), including applicable taxes, will be visible to the users on the display. Users will be notified when the charging session is complete via the display located at the charging station and have the ability to obtain a detailed receipt.

Issued:

Effective:

RATE EVSE – ELECTRIC VEHICLE SERVICE EQUIPMENT

Availability

To an individual Customer desiring electric vehicle charging infrastructure at locations served by the Company’s system. If safety, reliability, or access negatively affects delivery of service under this Schedule, service may be withheld or discontinued. Customer may choose any applicable rate schedule for electric service.

Character of Product or Service

This offering is available for networked or non-networked Electric Vehicle Service Equipment (“EVSE” or “charging infrastructure”). Networked EVSE contains wi-fi, cellular, or other communications capabilities to connect to the internet for communications, data gathering, and charging load management purposes by the Customer and/or the Company. The Company may provide programs and/or services to help Customers manage charging during off-peak hours.

Contract for Electric Vehicle Service Equipment

The original term of Contract may be from a minimum of four (4) years to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days’ written notice. The Customer may amend or terminate the Contract before the expiration of the initial Contract Period by agreeing to pay for service used to the date of disconnection. Customer shall also be liable for the minimum charges which would be due the Company for the remaining period of the contract in accordance with the contract provisions. The Company may require a deposit not to exceed 1/6th of a customer’s estimated annual program revenue. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the Contract. Minimum term of Contract for specific situations shall be:

- (a) Four (4) years for Level 2 charging infrastructure installed at a residence and designated by the Company as standard equipment and mounted on a wall.
- (b) Four (4) years for Level 2 charging infrastructure at a location other than a residence and designated by the Company as standard equipment mounted on a wall, pedestal, pole, or pad.
- (c) Eight (8) years for Direct-Current Fast Charging (“DCFC”) infrastructure installed and designated by the Company as standard equipment.
- (d) Ten (10) years for Level 2 charging and DCFC infrastructure designated by the Company as non-standard and/or installations including Extra Facilities as described in Rate paragraph (E) below.

Rates

(A) Level 2 EVSE

Level 2 charging infrastructure will be billed for installations of standard equipment installed on the Customer’s side of the meter served by the Company’s system.¹

(1) Residential

EVSE Description	kW ranges	Mounting	EVSE Monthly Rate

¹ Rates include equipment, maintenance, and annual software networking fees, but do not include the monthly charges for any necessary non-standard equipment associated with the Company’s Service Regulations and/or Line Extension Deposit requirements, electrical panel/wiring make-ready costs, costs for work on the Company’s side of the meter, non-standard equipment, or any contribution required under this Schedule. Internet connectivity, arranged by the Customer and at the Customer’s expense, may be required for Customers to participate in certain Company programs that may be offered in conjunction with other Company tariffs.

Issued:

Effective:

Non-Networked 240V EVSE Cord - NACS	Up to 11.5 kW	Inside or Outside Wall	\$15.23
Non-Networked 240V EVSE 25ft Cord – J1772	Up to 7.7 kW	Inside or Outside Wall	\$17.95
Non-Networked 240V EVSE 25ft Cord – J1772	Up to 9.6kW	Inside or Outside Wall	\$19.56
Non-Networked 240V EVSE 25ft Cord – J1772	Up to 11.6 kW	Inside or Outside Wall	\$25.06
Networked 240V EVSE 25ft Cord Includes Software – J1772	Up to 9.6 kW	Inside or Outside Wall	\$20.60

(2) Non-Residential

EVSE Description	kW ranges	Mounting	EVSE Monthly Rate
Non-Networked 208/240V EVSE Cord-NACS	Up to 11.5 kW	Outside Wall	\$15.23
Non-Networked Ruggedized 208/240V EVSE 25ft Cord – J177	Up to 7.7 kW	Outside Wall	\$19.69
Networked Client * 208/240V EVSE, 25ft Cord, Includes Software – J1772	Up to 7.7 kW	Outside Wall	\$80.77
Networked Gateway 208/240V EVSE, 25ft Cord, Includes Software – J1772	Up to 7.7 kW	Outside Wall	\$94.33

* Networked Client stations must be paired with a Networked Gateway. A Gateway can serve up to 11 Clients. A Client is not able to operate independently.

(B) DCFC infrastructure (Non-Residential)

DCFC infrastructure will be billed for installations of standard equipment installed on the Customer's side of the meter on the Company's system.¹

EVSE Description	kW range	Mounting	EVSE Monthly Rate
DCFC24 Networked with CCS-1 and CHAdeMO Cables, LED Display, Cellular Modem, Cable Management Hoister, Includes Software	24 kW	Outside Wall	\$322.42
DCFC50 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software	50 kW	Customer's Pad	\$670.17
DCFC75 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software	75 kW	Customer's Pad	\$888.34
DCFC100 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software and two rebuilds	100 kW	Customer's Pad	\$1,233.31
DCFC150 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software and two rebuilds	150 kW	Customer's Pad	\$1,519.44

(C) Pedestal or Pole Mounting

A special EVSE pedestal or pole is any Company-owned pedestal or pole installed as a part of an electric vehicle charging system and on which no other Company-owned overhead distribution facilities are installed. A Customer may choose to integrate EVSE with facilities that provide outdoor lighting services pursuant to the provisions contained within the Company’s lighting service tariffs.

Mounting Description	Monthly Mounting Rate
Level 2 – Outdoor EVSE Mount (Residential)	\$7.86
Level 2 – Universal Pedestal (Non-Residential)	\$11.86
30ft Standard Wood Pole (Non-Residential)	\$8.55
Protective Concrete Bollard (Non-Residential)	\$5.66
Cable Management Hoister (Non-Residential)	\$10.48
EV Supplemental Circuit**	\$16.50

**Availability expected in 2022

(D) Make-Ready Costs

To receive service under this Schedule, Customers may need to upgrade their electrical panel/wiring on the Customer’s side of the meter prior to the installation of Level 2 and/or DCFC infrastructure. The EVSE Monthly Rate listed does not include estimated electrical panel/wiring make-ready costs.

Customer may elect to have the Company coordinate necessary enhancements and reimburse the Company for the associated cost, or secure necessary enhancements from a qualified 3rd party of their choice. In either case, the Customer and Company shall discuss and determine any necessary make-ready infrastructure and location of equipment prior to the scheduled EVSE installation date.

Any necessary electrical panel/wiring upgrades on the Customer’s side of the meter remain the property of the Customer.

Wiring upgrades, line construction, and/or other service connections needed on the Company’s side of the meter are subject to the Company’s Line Extension Policy. ([Company’s Line Extension Policy is Rider 52](#)).

(E) EVSE Facilities

Customer shall additionally pay a Facilities charge when EVSE facilities are requested that differ from EVSE facilities normally supplied by the Company to render charging service (e.g. customer chosen EVSE facilities to customize EVSE operation).

In such cases, customer shall pay an EVSE Facilities charge of 2.21 percent for L2 and 1.33 percent for DCFC per month, of the estimated original installed cost of the EVSE Facilities. EVSE Facilities that are above normal include, but are not limited to, the following:

- Non-standard EVSE not included in the EVSE Monthly Rate provision, above.
- Extra Cords
- Any special EVSE mounting facilities not included in the Monthly Mounting Rate or provided for in the EVSE Monthly Charge

Billing

Customer will be billed monthly based on the pricing offered above.

Special Terms and Conditions

- 1) Non-Refundable Amounts:
 - Materials and methods of installation other than the Company's materials and methods under this pilot, which created additional cost the customer paid for. The Company's materials and methods are those that are reasonably necessary to deliver service as described in the provisions above.
 - Customer paid estimated cost of installing cables and conduit under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
 - Service supplied under the Monthly Rates listed above does not include the conversion of existing overhead circuits to underground. In such case, requesting Customer shall pay the corresponding cost. Customer shall pay, in addition to the applicable contribution and charges herein installation costs, plus removal costs, less salvage value of the overhead conductor being removed.
- 2) The Company will readily maintain, as soon as practical, the EVSE during working hours (7 AM to 7 PM) following notification by the Customer. After hours service is available from 7 PM to 7 AM at a cost of \$140 per hour per trip.
- 3) At the request of the Customer, the Company shall remove or move Level 2 EVSE, as required by the Customer, at a cost of \$100 per removal/move for residential Customers or \$165 per removal/move for non-residential Customers in addition to applicable termination penalties discussed above due to the varied cost of DCFC EVSE, the Company will perform a cost of removal/move calculation based on actual costs to remove/move DCFC EVSE to determine applicable charges.
- 4) The installation of EVSE shall be in a location that is readily accessible by truck to support installation and maintenance of Company facilities. The Company reserves the right to refuse service if is not physically feasible to offer service and/or maintain charging equipment.
- 5) The customer owns all electrical panel/wiring on the customer's side of the meter with the exception of any optional specialty company owned EV supplemental circuit technology. The Company does not warrant any electrical panel/wiring make-ready work on the customer's side of the meter.
- 6) The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been damaged. The Company shall not be required to make such repair or replacement or to make payment to the customer for damage.
- 7) For networked EVSE installations, the Customer shall provide and be responsible for maintaining communication access through either wi-fi, cellular, or other communications capabilities.
- 8) Rates shall be updated either up or down when installed equipment pricing varies by more than or equal to five (5) percent.
- 9) Networking and maintenance are included in the monthly rate with selected networked EVSE.
- 10) For networked EVSE, the Customer may access network data for their respective chargers.
- 11) The Customer is responsible for compliance with local ordinances that may require an electrical inspection prior to Duke Energy installing EVSE.

Issued:

Effective:

SL - STREET LIGHTING SERVICE

Availability

Potential customers should contact a Company account representative for more information concerning lighting options.

Rate*

For Standard Lighting Service

"Cobra Head" Luminaire

Mercury Vapor Lamps

Lamp Size	Average Initial Lumens	Steel Pole – Direct Embedded	Cost Per Lamp Per Month		
			Steel/Aluminum Pole-Foundation Mounted	Wood Pole – Direct Embedded	Additional Fixture (each)
175 Watts	8,000 lumens	\$ 23.78	\$ 29.16	\$11.25	\$ 8.70
250 Watts	11,000 lumens	26.06	30.20	13.37	10.92
400 Watts	22,000 lumens	29.16	33.27	18.00	13.91
700 Watts	40,000 lumens	36.64	40.66	26.27	21.21
1000 Watts	59,000 lumens	43.27	47.21	32.93	27.61

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Steel Pole – Direct Embedded	Cost Per Lamp Per Month		
			Steel/Aluminum Pole-Foundation Mounted	Wood Pole – Direct Embedded	Additional Fixture (each)
100 Watts	9,600 lumens	\$ 22.67	\$ 26.72	\$ 9.15	\$ 8.20
150 Watts	16,000 lumens	25.49	29.71	9.91	9.76
200 Watts	22,000 lumens	27.11	31.33	11.36	11.30
250 Watts	30,000 lumens	28.43	32.69	12.51	12.80
400 Watts	50,000 lumens	32.09	36.32	15.06	16.28

SL - STREET LIGHTING SERVICE

"Post Top" Luminaire

Traditional Fixture

Mercury Vapor Lamp

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Steel/Pole - Foundation Mounted
		175 Watts	8,000 lumens
200 Watts	11,000 lumens	17.46	20.50
400 Watts	22,000 lumens	27.58	30.65

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Steel Pole - Foundation Mounted
		100 Watts	9,600 lumens
150 Watts	16,000 lumens	16.01	19.10
250 Watts	22,000 lumens	26.46	29.63
400 Watts	50,000 lumens	27.05	32.20

Classic Fixture

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Fiberglass/Aluminum Pole - Foundation Mounted
		100 Watts	9,600 lumens
150 Watts	16,000 lumens	43.06	44.24
200 Watts	22,000 lumens	44.16	45.41
250 Watts	30,000 lumens	45.66	46.81

SL - STREET LIGHTING SERVICE

"Rectangular Cutoff" Luminaire

Lamp Size	Lumens	Embedded	Mounted	(each)
100 Watts	9,600 lumens	\$ 25.94	\$ 30.30	\$10.47
150 Watts	16,000 lumens	29.04	29.67	11.28
200 Watts	22,000 lumens	28.23	32.89	12.53
250 Watts	30,000 lumens	31.60	34.58	14.28
400 Watts	50,000 lumens	34.79	37.80	17.48

"Customer Owned" Systems

The "Customer Owned" Systems are no longer available under this rate schedule. Current "Customer Owned" Systems shall be billed on a monthly basis for each lamp connected to Company's system based upon the estimated average monthly kilowatt-hour consumption for each lamp times \$0.115043 per kilowatt-hour until transition to rate UOLS is complete.

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Ownership of System - Service Lines

For Company owned street lighting systems, Company will furnish, provide, install, own, operate and maintain the necessary facilities for furnishing street lighting service to Customer. Provided, however, it shall be Customer's responsibility to provide any necessary trenching in concrete or asphalt and the suitable repair thereof, i.e., sidewalks, streets, alleyways, etc., required for the construction of an underground street lighting system.

For "Customer Owned" systems, Company will furnish, provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the "Customer Owned" system. Provided, however, it shall be Customer's responsibility to furnish, provide, install, own, operate and maintain such "Customer Owned" system.

Company shall erect the service lines necessary to supply electric energy to the said street lighting systems within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the street lighting system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

The Customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.

Lighting Hours

Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4,000 hours annually.

Issued:

Effective:

SL - STREET LIGHTING SERVICE

Maintenance of Lighting System

Company will repair and/or replace and maintain all facilities owned by Company, including lamps and glassware in accordance with the Special Terms and Conditions below which may be necessary to provide continuous operation of the street lighting system. Company is not responsible for maintaining "Customer Owned" systems.

Changes in Lamp Location

Company will change the location of any lamp or lamps constituting a part of the Company owned street lighting system which are, or may be, installed and/or operated under this schedule. Any such change in lamp location will be made only upon written order from Customer. The actual cost and expense of making each such change in lamp location shall be borne by Customer.

Payments for Service

Bills for street lighting service as supplied under this schedule will be submitted by Company to Customer monthly.

Initial Payment

Company may require from applicants for Company-owned street lighting service an initial payment equal to one-year of the estimated charges for street lighting service before the street lighting system is constructed. Such initial payment shall be credited against the actual monthly billing for street lighting service starting with the first bill rendered and continuing until the full amount of the initial payment has been refunded.

Contract for Service

A Customer seeking service under this schedule for a Company owned street lighting system shall make and enter into a contract with Company for an initial term of ten (10) years, and successive terms of five (5) years.

Special Terms and Conditions

- 1) When a Company owned street lighting unit and/or pole reaches the end of its useful life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole. The Customer shall commence being billed on Rate LED for the available similar lighting unit and/or pole and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.
- 2) Customers may request Company to remove the lighting system and replace it with their own. Company will honor such request when the customer fulfills their remaining financial responsibilities contained in their contract.
- 3) For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar non-restricted LED fixture and the customer shall commence being billed at its applicable lighting rate.
- 4) Outage credits do not apply.

MHLS – METERED HIGHWAY LIGHTING SERVICE

Availability

Available for highway lighting service to state highway lighting systems owned and maintained by the State of Indiana (hereinafter called State) at such locations as are within the Company's service area and are adjacent to an electric power line of Company that is adequate and suitable for supplying the service requested.

Rate*

Connection Charge\$21.50 per month
Energy Charge\$0.099322 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Ownership of System Service Lines

The ownership of the property comprising a highway lighting system served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors, and other appliances and structures, except the distribution transformer and all equipment therefore, is and shall remain in State.

Company shall erect the service lines necessary to supply electric energy to the point of connection with the highway lighting system within the limits of the public structures, public streets and highways of State or on private property as mutually agreed upon by Company and State, provided, however, that where such extension exceeds two spans State shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electric energy to the highway lighting system, including labor, material, stores, freight and handling expenses and a charge for overhead.

State shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the highway lighting system. State shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

Maintenance of Lighting System

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company's property with the highway lighting system.

Company will not maintain at its own cost and expense any part of the State-owned and Maintained highway lighting systems. The State shall be responsible for all maintenance of such systems.

Company will furnish necessary materials and do the work of maintaining any other part of the above State-owned highway lighting systems whenever State shall by written order request Company to do so. The actual cost and expense of such materials and work shall be borne by State.

The customer State will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.

MHLS – METERED HIGHWAY LIGHTING SERVICE

Changes in Lamp Location

Company will furnish necessary materials and do the work of changing the location of any lamp or lamps constituting a part of the highway lighting system supplied hereunder. Any such change in lamp location will be made only upon written order from State. The actual cost and expense of such materials and work required in making each such change in lamp location shall be borne by State.

Contract for Service

The State in seeking service under this schedule shall make and enter into a contract with Company for an initial term of ten (10) years, and successive terms of five (5) years.

The installation of an additional State-owned highway lighting system or the installation of an additional lamp or lamps to an existing system, and the connecting to and/or furnishing of electric energy to such additional lighting system, lamp or lamps, shall be subject to a separate or supplemental agreement.

**ESTIMATED KWH CONSUMPTION FOR
UNMETERED LIGHTS BY MONTH**

Type of Light	Annual kWh
175W Mercury Vapor	928
400W. Mercury Vapor	2088
1000W Mercury Vapor	5108
100W Sodium Vapor	492
150W Sodium Vapor	744
200W. Sodium Vapor	940
250W Sodium Vapor	1248
400W Sodium Vapor	1872
175W Metal Halide	828
250W Metal Halide	1228
400W Metal Halide	1820
1000W Metal Halide	4320
30W LED	120
50W LED	200
70W LED	280
110W LED	440
130W LED	520
150W LED	600
220W LED	880
260W LED	1040
280W LED	1120
420W LED	1680
530W LED	2120

Note: Lighting customers are billed 1/12th, or the monthly average of the values above..

Issued:

Effective:

RATE UOLS - UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Availability

This rate is closed to new participation, new installations, upgrades or conversions.

Customers currently being provided service under this rate schedule can continue service at their election under Tariff 42 – Rate LED or under this rate schedule without changes to their current lighting system until this rate schedule terminates on June 1, 2044.

Customer must be adjacent to an electric power line of Company that is adequate and suitable for supplying the necessary electric service.

Customer owned Systems shall be accompanied by a written agreement between Customer and Company for electric energy usage as well as meet the connection requirements in the Company's General Terms and Conditions, Section 11, Customer's Installation.

Contract for Service

Customers entered into an Agreement for Electric Service for Outdoor Lighting for a minimum of one-year and renewable annually, automatically, thereafter. Electronic signatures may be used to execute contracts.

Company will provide unmetered electric service for kilowatt hour usage on a per kilowatt hour basis for the annual energy usage for each luminaire's lamp wattage plus ballast usage, (impact wattage). System operating kilowatt hour usage shall be determined by the number of lamps and other System particulars as defined in the written agreement between Customer and Company. Customer will be billed for each month's kilowatt hours based on one twelfth (1/12th) of the estimated total annual kilowatt hour energy usage for the System. The monthly amount will be billed at the rate contained in the Rate section below.

Lighting Hours

All unmetered lighting systems, under this rate schedule, will be operated automatically by either individual photoelectric controllers or system controller(s) set to operate on dusk-to-dawn lighting levels only. Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times (~~See Exhibit C~~). Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4000 hours annually.

Rate*

For all kWh supplied each month..... \$0.118540 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Calculation For Energy Based Rate

Monthly bill will be based on the following calculation:

1. Lamp watts plus ballast wattage equals impact watts.
2. Impact watts times estimated annual burn hours as set in agreement equals annual watt hours.
3. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).
4. Annual kWh divided by twelve (12) months equals monthly kWh.
5. Monthly kWh times current rate per kWh = monthly dollar amount per luminaire.

Ownership of Service Lines

RATE UOLS - UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. The Customer will be required to pay either an estimated "aid-in-construction" or a "line extension deposit" for any facilities other than an overhead secondary service drop from an existing, adjacent, overhead secondary conductor.

RATE UOLS - UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

Company shall not be required to trim trees that interfere with lighting output or pay for obtaining permission to trim or retrim trees where such trees interfere with service lines or wires of Company used for supplying electric energy to the System. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

Outage Credits

Outage credits do not apply to Rate UOLS.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly. Bill payments are subject to Section 12 - Rendering and Payment of Bills - as stated in the Company's General Terms and Conditions.

Reconnection Charge

When service has been turned off by Company for non-payment of bills, a reconnection charge must be paid for each connection point in the System by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When service has been disconnected at the Customer's request, a charge may be made by the Company for reconnection of service for each connection point in the System for the same Customer.

RATE MOLS - METERED OUTDOOR LIGHTING ELECTRIC SERVICE

Availability

Available for an outdoor lighting system (System) to any Customer that requests such electric service from Company and is in Company service area and can be adequately provided by Company. The System can be Customer-owned or Company-owned. The Customer-owned System must meet the connection requirements as stated in the General Terms and Conditions, Section 11, Customer's Installation. This service applies only to outdoor lighting systems that operate during the dusk-to-dawn time period.

Character of Service

This service is for electric energy only, no other service(s) to the System are provided for under this rate.

Company will provide metered service exclusively for an outdoor lighting system to Customer for either a Customer-owned or Company-owned System. Customer shall be billed based upon the metered monthly kilowatt-hour consumption plus a monthly connection charge for each metered point in the System according to the monthly rates specified in the Rate section below.

Rate*

Primary Connection Charge.....	\$66.51 per month
Secondary Connection Charge	\$15.53 per month
For all kWh supplied per month.....	\$0.073646 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Ownership of System Service Lines

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. The Customer will be required to pay either an estimated "aid-in-construction" or a "line extension deposit" when an overhead secondary service drop from an existing, adjacent, overhead secondary conductor is not available or inadequate to serve the System or if underground service and/or service lines are required.

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with lighting output or with service lines or wires of Company used for supplying electric energy to the System. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

The Customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.

RATE MOLS - METERED OUTDOOR LIGHTING ELECTRIC SERVICE

Lighting Hours

The metered System will be operated automatically by either individual photoelectric controllers or System controller(s) set to operate on either dusk-to-dawn lighting levels or on pre-set timers for any hours between dusk-to-dawn. Annual estimated operating hours set for dusk-to-dawn levels will be based on regional National Weather Bureau hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour before sunset and one-half (1/2) hour after sunrise, which is approximately 4000 hours annually.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly.

Reconnection Charge

When service has been turned off by company for non-payment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

RATE LED - UNMETERED OUTDOOR LIGHTING SERVICE

Applicability

To any customer seeking unmetered roadway or other unmetered outdoor illumination from Company owned LED technology. Customer must be adjacent to an electric power line of Company that is adequate and suitable for supplying the necessary electric service. Specific program technologies, services, pricing, and requirements are addressed below.

Character of Service

Company will provide automatically controlled unmetered lighting service. Service may include "smart" lighting technologies. Kilowatt hour usage will be determined on a per kilowatt hour basis for the annual energy usage for each luminaire's lamp wattage plus ballast usage, (impact watts). System operating kilowatt hour usage shall be determined by the number of lamps and other system particulars, as defined in the written Contract for Lighting Service (See Exhibit B for a sample agreement).

Agreement for Lighting Service

Rate LED requires an executed agreement detailing conditions and characteristics of LED service. This agreement between the customer and the Company shall specify the calculated lighting kilowatt-hours. The LED System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations. For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer. The Company's General Terms and Conditions apply to the provision of electric service for this program. Where deviations exist between the Company's General Terms and Conditions and a customer's agreement for Lighting Service the customer's agreement for lighting service guides.

Lighting Hours

All unmetered lighting systems, under this rate schedule, will be operated automatically. Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4000 hours annually.

Rates*

1) Energy

Energy charge based on the following calculation:

1. Lamp watts plus ballast wattage equals impact watts
2. Watts times estimated annual burn hours as set in agreement equals annual watt hours
3. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
4. Annual kWh divided by twelve (12) months equals monthly kWh
5. Monthly kWh times current rate per kWh = monthly dollar amount per luminaire

For all kWh supplied each month..... \$0.110762 per kWh

2) Fixtures

Fixture Charges based on the following schedule:

DESCRIPTION	INITIAL LUMEN	LAMP WATTAGE	MONTHLY kWh	FIXTURE	MAINTENANCE
50W Neighborhood*	5,000	50	16.7	\$3.05	\$2.12
50W Neighborhood with Lens*	5,000	50	16.7	\$3.14	\$2.12
50W Standard LED	4,521	50	16.7	\$2.87	\$2.12
70W Standard LED	6,261	70	23.3	\$3.24	\$2.12
110W Standard LED	9,336	110	36.7	\$3.79	\$2.12
150W Standard LED	12,642	150	50.0	\$3.83	\$2.12
220W Standard LED	18,642	220	73.3	\$5.23	\$2.59
280W Standard LED	24,191	280	93.3	\$5.27	\$2.59
50W Acorn LED	5,147	50	16.7	\$10.38	\$2.12
50W Deluxe Acorn LED	5,147	50	16.7	\$11.65	\$2.12
70W Open Deluxe Acorn LED	6,500	70	23.3	\$12.00	\$2.12
50W Traditional LED	3,303	50	16.7	\$5.14	\$2.12
50W Open Traditional LED	3,230	50	16.7	\$5.45	\$2.12
50W Mini Bell LED	4,500	50	16.7	\$11.06	\$2.12
50W Enterprise LED	3,880	50	16.7	\$10.06	\$2.12
70W Sanibel LED	5,508	70	23.3	\$13.62	\$2.12
150W Sanibel LED	12,500	150	50.0	\$13.62	\$2.12
150W Teardrop LED	12,500	150	50.0	\$16.51	\$2.12
50W Teardrop Pedestrian LED	4,500	50	16.7	\$13.36	\$2.12
220W Shoebox LED	18,500	220	73.3	\$9.58	\$2.59
420W Shoebox LED	39,078	420	140.0	\$14.51	\$2.59
530W Shoebox LED	57,000	530	176.7	\$16.80	\$2.59
150W Clermont LED	12,500	150	50.0	\$17.05	\$2.12
130W Flood LED	14,715	130	43.3	\$5.94	\$2.12
260W Flood LED	32,779	260	86.7	\$9.61	\$2.59
50W Monticello LED	4,157	50	16.7	\$12.05	\$2.12
50W Mitchell Finial LED	5,678	50	16.7	\$11.46	\$2.12
50W Mitchell Ribs, Bands, and Medallions LED	5,678	50	16.7	\$12.58	\$2.12
50W Mitchell Top Hat LED	5,678	50	16.7	\$11.46	\$2.12
50W Mitchell Top Hat with Ribs, Bands and Medallions LED	5,678	50	16.7	\$12.58	\$2.12
50W Open Monticello LED	4,157	50	16.7	\$12.00	\$2.12
50W Ocala Acorn LED	6,582	50	16.7	\$5.71	\$2.12
50W Deluxe Traditional LED	5,057	50	16.7	\$5.39	\$2.12
30W Town & Country LED	3,000	30	10.0	\$4.35	\$2.12

Issued: INITIAL LUMEN LAMP WATTAGE MONTHLY kWh FIXTURE MAINTENANCE **Effective:**

30W Open Town & Country LED	3,000	30	10.0	\$4.06	\$2.12
150W Enterprise LED	16,500	150	50.0	\$10.45	\$2.12
220W Enterprise LED	24,000	220	73.3	\$11.23	\$2.59
50W Clermont LED	6,300	50	16.7	\$16.80	\$2.12
50W Sanibel LED	6,000	50	16.7	\$12.34	\$2.12
150W Shoebox LED	19,000	150	50.0	\$8.77	\$2.12
30W Gaslight Replica LED	3,107	30	10.0	\$19.89	\$2.12
50W Cobra LED	5,500	50	16.7	\$3.15	\$2.12
70W Cobra LED	8,600	70	23.3	\$3.28	\$2.12
30W Acorn Granville LED	4,100	30	10.0	\$10.36	\$2.12

* *This product is restricted to existing customers, no longer available to new customers.*

Notes:

- 1) *Lumen output may vary with lamp configuration and age.*
- 2) *Wattages do not include ballast usage and factors like improved future efficiency may cause wattage ratings to vary.*
- 3) *Prices above are for black fixtures. Supplier pricing differences for customers desiring other fixture colors could cause the prices above to vary.*

3) Poles

Pole charge based on the following schedule updated annually:

DESCRIPTION	POLE
Style A 12 Ft Long Anchor Base Top Tenon Aluminum	\$7.32
Style A 15 Ft Long Direct Buried Top Tenon Aluminum	\$6.10
Style A 15 Ft Long Anchor Base Top Tenon Aluminum	\$8.28
Style A 18 Ft Long Direct Buried Top Tenon Aluminum	\$6.80
Style A 17 Ft Long Anchor Base Top Tenon Aluminum	\$9.28
Style A 25 Ft Long Direct Buried Top Tenon Aluminum	\$9.14
Style A 22 Ft Long Anchor Base Top Tenon Aluminum	\$11.50
Style A 30 Ft Long Direct Buried Top Tenon Aluminum	\$10.98
Style A 27 Ft Long Anchor Base Top Tenon Aluminum	\$15.07
Style A 35 Ft Long Direct Buried Top Tenon Aluminum	\$12.83
Style A 32 Ft Long Anchor Base Top Tenon Aluminum	\$16.94
Style A 41 Ft Long Direct Buried Top Tenon Aluminum	\$16.24
Style B 12 Ft Long Anchor Base Post Top Aluminum	\$8.47
Style C 12 Ft Long Anchor Base Post Top Aluminum	\$10.60
Style C 12 Ft Long Anchor Base Davit Steel	\$13.26
DESCRIPTION	POLE
Style C 14 Ft Long Anchor Base Top Tenon Steel	\$12.26
Style C 21 Ft Long Anchor Base Davit Steel	\$26.75
Style C 23 Ft Long Anchor Base Boston Harbor Steel	\$31.19

Issued:

Effective:

Style D 12 Ft Long Anchor Base Breakaway Aluminum	\$10.02
Style E 12 Ft Long Anchor Base Post Top Aluminum	\$10.00
Style F 12 Ft Long Anchor Base Post Top Aluminum	\$12.30
Legacy Style 39 Ft Direct Buried Single or Twin Side Mount Aluminum Satin Finish	\$18.13
Legacy Style 27 Ft Long Anchor Base Side Mount Aluminum Pole Satin Finish Breakaway	\$17.37
Legacy Style 33 Ft Long Anchor Base Side Mount Aluminum Pole Satin Finish Breakaway	\$18.22
Legacy Style 37 Ft Long Anchor Base Side Mount Aluminum Pole Satin Finish	\$20.24
30' Class 7 Wood Pole	\$4.96
35' Class 5 Wood Pole	\$5.76
40' Class 4 Wood Pole	\$6.67
45' Class 4 Wood Pole	\$7.49
Style A – 15 Ft Fluted - for Shroud Direct Buried Aluminum Pole	\$7.41
Style A – 20 Ft Fluted - for Shroud Direct Buried Aluminum Pole	\$8.08
Style A – 15 Ft Smooth - for Shroud Direct Buried Aluminum Pole	\$6.10
Style A – 20 Ft Smooth - for Shroud Direct Buried Aluminum Pole	\$7.94
Style A 21 Ft Fluted for Shroud – Direct Buried Aluminum Pole	\$11.88
Style A – 30' Transformer Base Aluminum	\$16.23
Style A – 35' Transformer Base Aluminum	\$18.52
Style A – 27' Long Direct Buried Top Tenon Aluminum Breakaway	\$22.04
Style A – 32' Long Direct Buried Top Tenon Aluminum Breakaway	\$23.56
Style A – 37' Long Direct Buried Top Tenon Aluminum Breakaway	\$24.61
Style A – 42' Long Direct Buried Top Tenon Aluminum Breakaway	\$26.09
Style B – 17' Long Anchor Base Post Top Aluminum	\$12.24
Style C – 17' Long Anchor Base Post Top Aluminum	\$14.13
Style C – 17' Long Anchor Base Davit Steel	\$22.46
Style C – 17' Long Anchor Base Boston Harbor Steel	\$20.11
Style D – 25' Long Anchor Base Boston Harbor Aluminum	\$22.99
50' Class 2 Wood Pole	\$10.82
55' Class 2 Wood Pole	\$11.16
Style A - 19' Long Direct Buried Top Tenon Aluminum Breakaway	\$19.48
Style A - 24' Long Direct Buried Top Tenon Aluminum Breakaway	\$15.55
Style C – 18' Long Direct Buried Top Tenon Aluminum Breakaway	\$16.82
Established Non Wood	\$10.97
Established Wood	\$ 4.31

4) Shrouds

Shroud charge based on the following schedule updated annually:

DESCRIPTION	SHROUD
Style B Light Pole Shroud for smooth and fluted compatible metal poles	\$7.63
Style C Light Pole Shroud for smooth and fluted compatible metal poles	\$9.26
Style D Light Pole Shroud for smooth and fluted compatible metal poles	\$10.51
STD Shroud Assembly, 6 IN-Style smooth and fluted compatible metal poles	\$4.19
STD Shroud Assembly, 8 IN-smooth and fluted compatible metal poles	\$4.39

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Effective:

5) Foundations

Foundation charge based on the following schedule updated annually

:

DESCRIPTION	FOUNDATION
Flush - Pre-fabricated – Concrete Style A Pole	\$9.93
Flush - Pre-fabricated – Concrete Style B Pole	\$9.36
Flush - Pre-fabricated – Concrete Style C Pole	\$8.91
Flush - Pre-fabricated – Concrete Style D Pole	\$9.79
Flush - Pre-fabricated – Concrete Style E Pole	\$9.36
Flush - Pre-fabricated – Concrete Style F Pole	\$9.36
Reveal - Pre-fabricated – Concrete Style A Pole	\$14.33
Reveal - Pre-fabricated – Concrete Style B Pole	\$11.20
Reveal - Pre-fabricated – Concrete Style C Pole	\$10.57
Reveal - Pre-fabricated – Concrete Style D Pole	\$10.09
Reveal - Pre-fabricated – Concrete Style E Pole	\$11.20
Reveal - Pre-fabricated – Concrete Style F Pole	\$11.20
Helix Power Installed Foundation	\$6.40

6) Brackets

Bracket charges based on the following schedule updated annually:

DESCRIPTION	BRACKETS
14 inch bracket - wood pole - side mount	\$1.45
4 foot bracket - wood pole - side mount	\$1.46
6 foot bracket - wood pole - side mount	\$1.25
8 foot bracket - wood pole - side mount	\$2.09
10 foot bracket - wood pole - side mount	\$4.30
12 foot bracket - wood pole - side mount	\$3.36
15 foot bracket - wood pole - side mount	\$3.99
4 foot bracket - metal pole - side mount	\$4.76
6 foot bracket - metal pole - side mount	\$4.94
8 foot bracket – metal pole – side mount	\$5.30
10 foot bracket - metal pole - side mount	\$5.62
12 foot bracket - metal pole - side mount	\$5.98
15 foot bracket - metal pole - side mount	\$6.17
18 inch bracket- metal pole – double flood mount – top mount	\$1.87
14 inch bracket - metal pole - single mount - top tenon	\$1.53
14 inch bracket - metal pole - double mount - top tenon	\$1.69
14 inch bracket - metal pole - triple mount - top tenon	\$1.91
14 inch bracket - metal pole - quad mount - top tenon	\$2.01
6 foot bracket- metal pole - single - top tenon	\$3.79
6 foot bracket- metal pole - double - top tenon	\$4.91
	\$6.41
4 foot bracket- Boston Harbor - top tenon	

DESCRIPTION	BRACKETS
6 foot bracket- Boston Harbor - top tenon	\$6.25
12 foot bracket– Boston Harbor Style C pole double mount – top tenon	\$10.26
4 foot bracket– Davit arm – top tenon	\$5.44
18 inch bracket- Cobrahead fixture for wood pole	\$1.15
18 inch bracket - Flood light for wood pole	\$1.28
18 inch bracket – Double Flood light for wood pole	\$1.36
4 foot bracket Transmission – side mount	\$7.66
10 foot bracket Transmission – side mount	\$7.93

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15 foot bracket Transmission – side mount	\$9.31
3 foot bracket Shepherds Crook – single-top tenon	\$4.57
3 foot bracket Shepherds Crook with scroll – single – top tenon	\$3.57
3 foot bracket Shepherds Crook – double-top tenon	\$5.22
3 foot bracket Shepherds Crook with scroll – double – top tenon	\$5.91
3 foot bracket Shepherds Crook with scroll & festoon – single – top tenon	\$4.37
3 foot bracket Shepherds Crook with scroll – wood – top tenon	\$4.97
17 inch bracket Masterpiece Double post mount – top tenon	\$3.89
18 inch bracket Transmission Flood – side mount	\$3.54

7) Wiring Equipment

Wiring Equipment charges based on the following schedule updated annually

DESCRIPTION	EQUIPMENT
Secondary Pedestal (cost per unit)	\$1.99
Handhole (cost per unit)	\$2.60
Pullbox (cost per unit)	\$6.83

8) Wiring Installation

Wiring installation charges based on the following schedule updated annually:

DESCRIPTION	INSTALLATION
6AL DUPLEX and trench (cost per 10 feet)	\$0.68
6AL DUPLEX and trench with conduit (cost per 10 feet)	\$0.81
6AL DUPLEX with existing conduit (cost per 10 feet)	\$0.50
6AL DUPLEX and Bore with conduit (cost per 10 feet)	\$1.79
6AL DUPLEX OH wire (cost per 100 feet)	\$1.60

Billing

Customer will be billed monthly for kilowatt hours consumed based on one twelfth (1/12th) of the estimated total annual kilowatt hour energy usage for their lighting system. In addition, fixture, maintenance, pole and applicable rate adjustment riders will be assessed monthly. Specific pricing provided above.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly. Bill payments are subject to Section 12 - Rendering and Payment of Bills as stated in the Company's General Terms and Conditions.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Ownership of Service Lines

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the

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public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the system.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with supplying electric energy to the system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through its own best efforts.

Special Terms and Conditions

1. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party giving sixty (60) days' notice prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract and removal cost of the facilities. After the minimum initial term is complete, customers are permitted to replace lighting equipment with other options on the Rate LED or other available Company lighting tariffs without a termination charge.
2. Where the Company provides a LED fixture or pole type or equipment other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. **Equipment (Fixtures)**
 - a. *Equipment Charge*: Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
 - b. *Maintenance Charge*: Based on the Company's average cost of performing maintenance on lighting equipment.
 - II. **Poles and Pole Foundations**
 - a. Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
 - III. **Other Equipment**
 - a. Equipment Charge based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement or to make payment to the customer for damage.
4. kWh consumption for Company owned fixtures shall be estimated in lieu of installing meters. Monthly kWh estimates will be made using the following formula:
$$\text{kWh} = \text{Unit Wattage} \times (\text{4000 hours per year} / \text{12 months}) / \text{1000}$$
5. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
6. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company.
7. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar non-restricted LED fixture - and the customer

shall commence being billed at its appropriate rate.

8. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
9. All new leased LED lighting shall be installed on poles owned by the Company.
10. Alterations to leased LED lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy.
11. The Company will normally install service in accordance with the General Terms and Conditions for Electric Service, the facilities required to supply electric service to the customer. For Lighting installations requiring investments exceeding the Company's standards, lighting customer must pay either 1.20 times the increment investment amount upfront or 1.43% of the incremental investment amount monthly.
12. The customer may opt to make an initial, upfront one-time payment of 50% of the installed cost of equipment in the lighting system to reduce the Company's installed cost, therefore reducing the Customer's ongoing monthly equipment charge by 50% of the current tariff price over a fixed term for the life of the equipment.
13. Outage credits do not apply to Rate LED.
14. When a Company owned street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit with an available similar lighting unit on Rate LED and the Customer shall commence being billed for the available similar lighting unit and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.

Duke Energy Indiana, LLC
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RATE MS – METERED SIGNAL SERVICE

Availability

For service to a traffic or flasher signal system belonging to any municipality, the State of Indiana, or any other agency legally authorized to own, operate and maintain a traffic or flasher signal system in conjunction with the regulation of traffic at "controlled intersections" of public streets or highways.

Character of Service

Alternating current, sixty Hertz, single-phase, at approximately 120 volts or 120/240 volts.

Rate*

Primary Connection Charge per Meter.....	\$62.82	per Month
Secondary Connection Charge per Meter.....	\$18.00	per Month
All kilowatt-hours	\$0.111622	per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Ownership of Traffic or Flasher Signal System

The traffic or flasher signal system shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company's service lines with Customer's signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of a traffic or flasher signal system, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires, conductors, wires, signals, timers or other appurtenant parts of the signal system when such use of Company's facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company's facilities. Electronic signatures may be used to execute agreements.

Change in Traffic or Flasher Signals

In the event that Customer desires to make any change that will result in:

- (a) a change of any existing point of connection between a "controlled intersection" of Customer and Company's service lines, or
- (b) a transfer of the location of a "controlled intersection" of Customer to another point,

written notice of such change shall be given to Company at least ten (10) days before the making of such change.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

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RATE QF – PARALLEL OPERATION FOR QUALIFYING FACILITY

Availability

Available to any customer contracting for parallel operation of a qualifying facility (cogeneration or small power production facility) in accordance with 170 IAC 4-4.1-1 *et seq.* The qualifying facility must be located adjacent to an electric line of Company that is adequate for the service provided by such qualifying facility.

Contract

Customer shall enter into a contract for either the Purchase of Energy from Qualifying Facility or † for the Purchase of Energy and Capacity from Qualifying Facility) before operating any generating equipment electrically connected with Company's electric system.

Rate for Purchase of Energy

Company will purchase energy from the qualifying facility of customer in accordance with the conditions and limitations of this Tariff and the applicable contract at the following rate:

For all kWh supplied per month.....\$0.045464 per kWh

Measured by suitable integrating instruments.

Rate for Purchase of Capacity

Company will purchase capacity supplied from the qualifying facility of customer in accordance with the conditions and limitations of this Tariff and the applicable contract at the following rate:

Rate per kW per month of Contracted Capacity\$6.47 per kW

customer shall receive from Company payment for such qualifying facility capacity in accordance with the following:

$$\text{\$ per kW} \times \text{Contracted Capacity in kW} \times \left(\frac{E}{K \times T} \right)$$

Where: *E* = kilowatt-hours supplied by qualifying facility during the Peak Period
K = kilowatts of capacity the qualifying facility contracts to provide to Company
T = number of hours in the Peak Period

Contracted Capacity

Shall be the amount of capacity expressed in terms of kilowatts that customer guarantees the qualifying facility will supply to Company as provided for in the contract for such service.

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RATE QF – PARALLEL OPERATION FOR QUALIFYING FACILITY**Peak Periods**

Periods	All Year*	Winter Months**
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

* Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).

** Winter Months = On and after the first Sunday in November to the second Sunday in March

Holidays

The entire twenty-four (24) hours of the following holidays will be considered as off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Special Terms and Conditions

1. It shall be customer's responsibility to inform Company of any changes in its electric generation capability.
2. Customer shall comply with all applicable requirements of Standard Contract Tariff No. 80 – Interconnection Service.
3. Customer may be required to enter into a "Substation Operation and Maintenance Agreement" for setting, resetting, and adjusting the Control Equipment.
4. Customer shall agree to pay Company, in accordance with "Standard Contract Tariff No. 53 – "Excess Facilities," for all excess facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering equipment required for Company to purchase electric energy from the qualifying facility.
5. Customer shall agree that Company shall not be liable for any damage to, or breakdown of customer's equipment operated in parallel with Company's electric system.
6. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of customer's said generators.
7. Company may install necessary metering to monitor the electric output of customer's generating facility. customer shall agree that the watt-hour and reactive-ampere-hour meters installed by Company to measure electric energy may be equipped to prevent reverse registration.

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RATE QF – PARALLEL OPERATION FOR QUALIFYING FACILITY

8. Supplementary, Backup, Interruptible and/or Maintenance Power, as defined in 170 IAC 4-4.1-1, will be supplied by Company only in accordance with the applicable rate schedules, this Tariff, the applicable contract and the applicable Service Schedules to be filed by Company with the Commission. Such rates shall be non-discriminatory and shall be based on the costs to provide such service to customer, and modified, as necessary, to fully comply with all IURC and PURPA requirements.
9. To the extent required by law, Company will make available wheeling service to customer in accordance with the provisions of 170 IAC 4-4.1-6.

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**PARALLEL OPERATION OF CUSTOMER OWNED GENERATION
CAPACITY AND ENERGY CREDITS**

Availability

Available to any customer contracting for parallel operation of a generating facility.

Interconnection

Customer shall comply with all applicable requirements of Tariff No. 80 – Interconnection Service.

Capacity and Energy from Generator

The following options may be available to customers with respect to capacity and energy from customer-owned generators.

Option 1 - Other Company Rider or Tariff Provisions

Other Company Riders or Tariff Provisions may be available to customers meeting the requirements of those Riders or Tariff Provisions. These include Tariff No. 23 – Peak Load Management, Tariff No. 50 – Parallel Operation – For Qualifying Facility, Tariff No. 57 – Net Metering, Tariff 54 – Excess Distributed Generation or other Riders or Tariff Provisions that may become available from time-to-time.

Option 2 – Reduction in Usage

Customers may use the output of the generator to reduce usage under the applicable retail rate schedule. All provisions of such rate schedules shall be in effect including any minimum charges. customers will not receive any credit for generation in excess of load and at Company's option, such generation in excess of load may be prohibited. The highest thirty-minute maximum load set during the billing cycle shall be used in determining the Billing Maximum Load even though such maximum load was the result of failure of customer owned facilities. customers operating under this option will be supplied supplemental, backup and maintenance capacity and energy under the rates and charges and terms and conditions of the applicable retail rate schedule. Use of this option does not require a contract for purchase of generator output. However, an Interconnection Agreement is required as specified in Standard Contract Tariff No. 80 – Interconnection Service. customers shall agree that the Watt-hour and reactive – Ampere - hour meters installed by Company to measure electric energy may be equipped to prevent reverse registration. This option includes parallel operation of an emergency or stand-by generator for short periods for testing or to transition customer's load between the generator and the Company's system.

Option 3 – Special Contract

At the Company's option, special contracts may be available for purchase of the generator output at a negotiated rate. The negotiated rate may be for the total generator output or only the output net of the customer's load. At the Company's option, a special contract may be available for backup and maintenance capacity and energy at a negotiated rate. Any and all negotiated rates are subject to IURC approval.

Company will gather necessary load and operational data and will evaluate the cost of providing backup capacity and energy to customers under this Tariff. Such evaluation may result in the Company proposing to establish separate backup rates.

LINE EXTENSION - ADVANCE DEPOSIT**Applicability**

Applies to all rates. Whenever, in the opinion of the Company, either (1) necessary expenditures to make connection to an applicant for service is not warranted by the Company's estimate of prospective revenues to be derived therefrom, or (2) whenever, in the opinion of the Company, the permanence of the customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service connection to cover a portion of the Company's expense of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the customer's premises.

Customer's Deposit - Permanent Service, HLF and LLF

At the Company's discretion the customer will provide acceptable financial guarantee or deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve customer, including labor, material, stores freight and handling expenses, and a charge for overhead, minus (2) total non-fuel revenue (total revenue less fuel cost) as estimated by the Company, for a period of four (4) years. Facilities to serve the customer shall be determined in accordance with rules and regulations of the Federal Energy Regulatory Commission when applicable.

Customer's Deposit - Permanent Service, All Other Rates

Customer shall deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve customer, including labor, material, stores freight and handling expenses, and a charge for overhead, minus (2) the total revenue, as estimated by the Company, for a period of two and one-half (2-1/2) years.

Customer's Deposit - Non-permanent Service

Customer shall deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to Company storeroom, minus (3) the estimated value of salvaged materials to be returned to storeroom at the end of the contract period. If, in the opinion of the Company, the service becomes permanent, such deposit shall be recalculated in accordance with "permanent service calculation".

Refund of Deposit - Limitations

The Company shall make refund of the customer's deposit for each additional permanent customer connected to the facilities, for which the deposit was required, in an amount by which the estimated applicable revenue credit exceeds the cost of connecting such new customer, provided, that the total amount so refunded shall not exceed either the amount of customer's original deposit or the remaining balance at the time of such refund.

If at the expiration of six (6) years from the date of commencement of the service in respect of which the deposit is made, said deposit shall not have been wholly refunded in accordance with the provisions of the immediately preceding paragraph hereof, the portion of said deposit then remaining in Company's possession shall be retained by Company as its sole property, and Company shall not be required to make further credits in respect thereof.

If, before the expiration of six (6) years after commencement of service, customer shall order the service discontinued and said service shall not be resumed within a period of six (6) months from the date of such discontinuance, Company may terminate the agreement for service and thereafter shall be freed from any obligation to make any further refunds in respect of customer's said deposit, and shall have the right and option, at any time thereafter and without notice to customer, to dismantle and remove all or any part of its facilities installed for the purpose of supplying electric service to customer's premises.

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LINE EXTENSION - ADVANCE DEPOSIT

Facilities to Be and Remain Property of Company

The payment of a deposit to Company, under the terms hereof, shall not be construed as conferring upon customer any title to or right of property in the facilities constructed or provided by Company hereunder, and the title to such facilities shall at all times be and remain in Company.

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EXCESS FACILITIES**Excess Facilities**

The Company will normally install, in accordance with the provisions of the applicable rate schedule and the General Terms and Conditions for Electric Service, the facilities required to supply electric service to the customer at one point of delivery, through one meter or metering installation, at one delivery voltage and, where necessary, through one transformation. In the event that the customer requests from the Company facilities, hereinafter referred to as "excess facilities", which are in addition to, or in substitution for, the standard facilities which the Company will normally install, the Company will provide and install such excess facilities under the following conditions:

- (i) The type, extent, and location of such excess facilities shall be mutually agreed to by the Company and the customer.
- (ii) Such excess facilities shall be and remain the property of the Company.
- (iii) The customer shall agree to pay the Company a monthly excess facilities charge equal to 1.28% of the estimated installed cost of the excess facilities.
- (iv) In the case where the requested facilities are to be substituted for the facilities normally installed by the Company and not in addition to, the monthly excess facilities charge shall be equal to 1.28% of the excess cost of the facilities actually installed over the cost of normal facilities.
- (v) In lieu of a monthly excess facilities charge as outlined in items (iii) and (iv) above, Company and customer may mutually agree to an optional onetime nonrefundable payment which shall be equal to the estimated cost of installing such excess facilities times 1.31, which reflects performance of required maintenance by Company for such excess facilities. Such excess facilities shall be and remain the property of Company.
- (vi) In the event that the excess facilities are abandoned prior to the term of the contract from the date service is first supplied from such excess facilities, the customer will pay to the Company the total cost of installing such excess facilities plus the cost of removal less the estimated salvage.
- (vii) Where such excess facilities are later used in place in serving other customers of the Company, the monthly excess facilities charge or the onetime nonrefundable payment payable by the customer shall be adjusted to that portion of the excess facilities charge which is reasonably assignable to the customer.

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EXCESS DISTRIBUTED GENERATION

Availability

Duke Energy Indiana, LLC ("Duke Energy Indiana" or "Company") customers with Distributed Generation ("DG") Resources within its service territory and subject to the terms and provisions of Indiana Code 8-1-40.

Requirements include, but are not limited to the following:

- (1) DG having a rated nameplate capacity of not greater than one (1) megawatt AC; and sized not to exceed the customers' annual average energy consumption absent the generating resource.
- (2) The DG is located on the customer's premise and owned by the customer; and
- (3) Is connected in parallel with the Company's electric distribution or transmission system; subject to an executed Duke Energy Indiana Interconnection Agreement.

Participation will also be subject to Duke Energy Indiana's exercise of reasonable discretion in determining if adequate facilities and power supplies are available.

Definitions

Advanced Metering Infrastructure ("AMI") – An integrated system of smart meters, communications networks, and data management systems.

Excess Distributed Generation (Exports) – The difference between the electricity that is supplied by the Company to a customer that produces distributed generation and the electricity that is supplied back to the electricity supplier by the customer.

Imports - The monthly aggregation of instantaneous measurements of energy supplied to customer from Duke Energy Indiana.

Instantaneous Netting - The shortest period of time Duke Energy Indiana's AMI technology measures and records the directional flow of energy, currently thirty (30) minutes.

Billing

The measurement of electricity supplied by the Company and delivered to the Company shall be calculated and billed in the following manner:

- 1) The Company will measure the instantaneously determined total kWh Imported (consumed) by the customer during the billing cycle. Imports will be assessed the customer's applicable standard rate schedule, inclusive of all applicable terms and rates.
- 2) The Company will additionally measure the instantaneously determined total Excess Distributed Generation (kWh Exported) to the Company by the customer during the billing cycle which will be valued at the Marginal DG price, reported below, resulting in an Excess Distributed Energy credit (measured in dollars).
- 3) If the amount of Excess Distributed Energy credit (part 2, above) exceeds the customer's standard tariff assessment for imports (part 1, above), excess bill credits will be applied against future customer bills to a floor of the minimum charge for the customer's applicable standard rate schedule.

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EXCESS DISTRIBUTED GENERATION

- 4) When customer elects to discontinue Net Metering service, any unused credit will be flowed back to customers through the Company's FAC proceedings.

Marginal DG Price

Is the average marginal price of energy paid by the Company during the most recent calendar year, multiplied by one and twenty-five hundredths (1.25), in accordance with Indiana Code § 8-1-40-17 and equals:

\$0.041542 per kWh

Metering

The Company shall provide metering at a single location through an AMI meter capable of measuring the flow of electricity in two (2) directions thereby capturing periodic energy imports and exports.

If existing metering equipment is not capable of net metering, the Company will replace the metering equipment with enabling equipment. The Company reserves the right to determine the optimal location of metering placement.

Special Terms and Conditions

Customer 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 loss arising out of the use of generation equipment associated with net metering under this rider.

Company and 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, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC") and the Company's General Terms and Conditions, as filed with the IURC.

Interconnections

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Standard Contract Rider No. 80 – Interconnection Service.

Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service.

Inverter based systems listed by Underwriters Laboratories ("UL") to UL Standard 1741, published May 7, 1999, as revised January 28, 2010 (UL 1741), are accepted by the Company as meeting the technical requirements of IEEE 1547 tested by UL 1741.

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EXCESS DISTRIBUTED GENERATION

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

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GoGreen

Availability

Applicable to any customer who wishes to purchase "Green Power" from the Company-sponsored "GoGreen" program.

Definition of Green Power

Green Power includes energy generated from renewable and/or environmentally friendly sources, including:

Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural Crops and All energy crops, Hydro- as certified by the Low Impact Hydro Institute, Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-firing of All Woody Waste including mill residue, but excluding painted or treated lumber.

Green Power includes the purchase of Renewable Energy Certificates from the sources described above.

Green Power Rate

Rates RS and CS:

For all Green Power kWh purchased per month..... \$0.008 per kWh

Minimum kWh purchase is 200 kWh. Additional purchases to be made in 100 kWh block increments.

Rates LLF, HLF:

Individually calculated price for Green Power per service agreement.

All Other Rates:

Can choose to participate in either offering above.

Net Monthly Bill

Customers who participate under this rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The purchase of Green Power, under this rider, will be billed at the applicable Green Power Rate times the amount of Green Power kWh the customer has agreed to purchase per month.

The customer's monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders, and the agreed to Green Power kWh blocks billed at the applicable Green Power Rate.

When Green Power is individually calculated per service agreement, Duke Energy Indiana may bill such customer separately for Green Power.

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GoGreen

Special Terms and Conditions

1. The customer shall enter into a service agreement with Company that shall specify the amount in kWh blocks and price of Green Power to be purchased monthly. Customer shall give Company thirty (30) days notice prior to cancellation of participation in this rider.
2. Customers entering into service agreements for individually calculated Green Power price must demonstrate credit-worthiness.
3. Funds from the Green Power Rate will be used to purchase Renewable Energy Certificates from renewable and environmentally friendly sources as described in the Definition of Green Power section and for customer education, marketing, and costs of the *GoGreen* Program.
4. Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source.
5. Company may transfer RECs at the prevailing wholesale market prices to and from third parties, including affiliated Companies.
6. Company reserves the right to terminate the Rider or revise the pricing or minimum purchase amount of the Rider after giving 60 days notice, unless the change is a decrease in pricing, in which case no advance notice would be required.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction and Orders of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission.

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NET METERING

Availability

This tariff is closed to new participation.

Net metering is available to customers with an eligible net metering energy resource facility in the Company's service territory, upon request, and on a first-come, first-served basis and will conform to the provisions of Indiana Code 8-1-40. However, total participation under this Tariff is limited to an aggregate amount of net metering facility nameplate capacity of 1.5% of the Company's most recent summer peak load, with at least forty percent (40%) of the capacity reserved solely for participation by residential customers and at least fifteen percent (15%) of the capacity reserved for participation by Clean Energy Resources defined by Indiana Code § 8-1-37-4(a)(5). An eligible net metering energy resource facility shall mean a retail electric customer of the Company with a generating facility that:

- (1) Generates electricity using a renewable energy resource as defined by IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(8) or other emerging renewable energy technologies the Indiana Utility Regulatory Commission determines appropriate;
- (2) Has a rated nameplate capacity of not greater than one (1) megawatt;
- (3) Is located on the customer's premises;
- (4) Is connected in parallel with the Company's electric distribution or transmission system;
and
- (5) Is used primarily to offset all or part of the customer's own annual electricity requirements.

At its sole discretion, the Company may provide net metering to other customer-generators not meeting all the conditions listed above on a case-by-case basis.

Billing

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to customer and the amount of electricity generated by the customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the customer exceeds the kWh delivered by the customer to Company during the billing period, the customer shall be billed for the kWh difference. If the kWh generated by the customer and delivered to Company exceeds the kWh supplied by the Company to customer during the billing period, the customer shall be credited in the next billing cycle for the kWh difference. When customer elects to discontinue Net Metering service, any unused credit will be granted to Company.

Bill charges and credits will be in accordance with the standard tariff that would apply if the customer did not participate in this Tariff.

Metering:

The Company shall provide net metering services through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions.

The standard kilowatt-hour metering system shall use one of the following methods, as determined solely by the Company:

- (1) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the net amount in one register.
- (2) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the amount of flow in each direction in two separate registers, one

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NET METERING

measuring the flow of electricity from the Company to the customer and the other measuring the flow of electricity from the customer to the Company.

- (3) If method (1) or (2) is not feasible, two standard kilowatt-hour meters may be used, one measuring the flow of electricity from the Company to the customer and the other measuring the flow of electricity from the customer to the Company.

In method (2) or (3), subtracting one register or meter reading from the other register or meter reading will yield the same result as if method (1) were used.

If existing metering equipment is not capable of net metering by one of the above methods, the Company will replace the metering equipment with one of the above methods. For single phase installations, the Company will not charge the net metering customer for the cost of new metering equipment required for net metering. For three phase installations, the Company may charge the net metering customer for any new metering equipment required for net metering.

Special Terms and Conditions

Customer 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 loss arising out of the use of generation equipment associated with net metering under this Tariff.

Company and 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, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission.

Interconnections

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Tariff No. 80 – Interconnection Service.

Customer shall comply with all applicable requirements of Tariff No. 80 – Interconnection Service.

Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as revised January 28, 2010 (UL 1741), are accepted by the Company as meeting the technical requirements of IEEE 1547 tested by UL 1741.

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

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ECONOMIC DEVELOPMENT

Availability

Available to non-residential customers receiving service from the Company under Schedule HLF or LLF, provided that the customer is not classified as Retail Trade or Public Administration by the North American Industry Classification System (NAICS) Manual published by the United States Government. This Rider is available for new load associated with initial permanent service to new establishments to the State of Indiana, or expansion of existing establishments who make application to the Company for service under this Rider and the Company approves such application. This Rider will also be made available to customers who locate in a brownfield redevelopment area, irrespective of their NAICS classification.

To qualify for service under this Rider, the customer must meet the following qualifications:

- 1) New load applicable under this Rider must be a minimum of 500 kW demand at one premise; and,
- 2) Except for brownfield redevelopments, the customer must have applied for and received economic assistance from the State or local government or other public agency before the Company will approve a Service Agreement under this Rider; and either,
- 3) The customer must employ an additional workforce in the Company's service area of a minimum of ten (10) full-time equivalent (FTE) employees; or,
- 4) The customer's new load must result in capital investment of one million dollars (\$1,000,000). This capital investment must occur following the Company's approval for service under this Rider.

The Rider is available for new or increased service requirements that result in employment or investment opportunities which are new to the State of Indiana. This Rider is not available to a new customer which results from a change in ownership of an existing establishment without qualifying new load. However, if a change in ownership occurs after the customer enters into a Service Agreement for service under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is not available for load shifted from one customer to another within the Company's service area.

Character of Service

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

Net Monthly Billing

The customer may request an effective date of the Rider which is no later than (36) months after the incentive offer letter is signed. The customer shall comply with all terms of the standard Rate HLF or Rate LLF under which the customer takes service except that a reduction based on the percentages below will be applied to the total bill for the New Load under this Rider, calculated on the applicable rate schedule, including the Connection Charge, Demand Charge, Energy Charge, kVAr Charge and applicable Riders, but excluding Excess Facilities Charges. All subsequent billings shall be at the appropriate full standard service tariff rate.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain 250 hours use of demand each month during the bill reduction period. Failure to do so will result in a 0% reduction for that month.

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Effective:

ECONOMIC DEVELOPMENT

Application of the Reduction

Beginning with the effective date as declared by the customer and in compliance with this Rider, a reduction in the monthly bill will be applied to the total amounts for the qualifying new load under this Rider.

*Application of the Reduction:

- Months 1 - 12 Up to 30%
- Months 13 – 24 Up to 30%
- Months 25 – 36 Up to 30%
- Months 37 – 48 Up to 30%
- Months 49 – 60 Up to 30%

** At the Company's discretion the reduction period may be extended for an additional five (5) years for customers with ≥ 20 MW demand.*

In no event shall the expected incremental revenues derived from the discounted rate charges for serving the customer's new or increased load be less than the sum of:

- 1) the Company's expected incremental variable costs of serving the customer,
- 2) the Company's expected incremental capacity costs for serving the customer and
- 3) any other incremental costs of serving the customer over the term of the minimum term of the agreement.

Evaluation Criteria

The percentage discount will be determined on an individual customer basis given evaluation of the following criteria.

1. Peak monthly demand
2. Average monthly load factor
3. The customer locates in a qualified "brownfield" redevelopment area as defined by Indiana or federal law located adjacent to an electric transmission or distribution line of Company that is adequate and suitable for supplying the service requested.
4. Cost to serve
5. New full time equivalent employees
6. New average wage versus county average wage
7. New capital investment
8. County unemployment rate
9. Existing customer attributes (annual bill, current full time equivalent employees)
10. Regional economic multipliers

Verification of Performance

The Company will monitor annually the awarding of all contracts to ensure the customer fulfills all terms and conditions of the contract associated with the award. Customer agrees to comply with reasonable requests from the Company for information in this regard. Nonfulfillment of contract terms and conditions is grounds for reopening and reevaluation of all contract terms and conditions, up to and including termination of the agreement. Confidentiality shall be maintained regarding the terms and conditions of any completed contract as well as all customer negotiations, successful or otherwise.

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ECONOMIC DEVELOPMENT

Special Terms and Conditions

The customer must affirm that the availability of this Rider was a factor in the customer’s decision to locate the new load in the Company’s service area.

The customer must enter into a Service Agreement with the Company which shall specify, among other things: term, the voltage at which the customer will be served, a description of the amount and nature of the new load and the basis on which the customer requests qualification for this Rider. Customers are eligible for bill reductions for five (5) years except at the exercise of the Company’s discretion to extend the reduction term to ten (10) years from the agreement’s effective date. Customers enjoying extended bill reductions must maintain at least a 20 MW demand at a single premise. All customers receiving bill reductions must also agree to a minimum agreement term that is two (2) times longer than bill reductions are offered.

If the customer ceases the operations, or fails to meet performance terms for which Sheet 58 was originally approved during the agreement’s term, the Company may require repayment of applicable Sheet 52 and 58 amounts. Repayment will be sought at the Company’s discretion in consideration of the materiality of the deficiency and in accordance with the formula below:

Repayment Basis = (A + B)

A = Total bill credits provided under this tariff

B = Line Extension and Connection costs covered by the Company under Sheet 52 (Line Extension – Advanced Deposit)

REPAYMENT SCHEDULES

<u>Standard Agreement</u>		<u>Extended Agreement</u>	
Years 1-5	100%	Years 1-10	100%
Year 6,	80%	Year 11	90%
Year 7,	60%	Year 12	80%
Year 8,	40%	Year 13	70%
Year 9,	20%	Year 14	60%
Year 10	10%	Year 15	50%
		Year 16	40%
		Year 17	30%
		Year 18	20%
		Year 19	10%
		Year 20	5%

**In the event of a deficiency – Any Sheet 52 deposit or supporting financial assurance is surrendered to the Company.*

For customers entering into a Service Agreement under this Rider due to expansion, the Company may install, at customer’s expense, metering equipment necessary to measure the new load to be billed under the provisions of this Sheet separate from the customer’s existing load which shall be billed under the applicable standard tariff schedule.

The Company is not obligated to extend, expand or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the customer’s load.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company’s General Terms and Conditions currently in effect, as filed with the Indiana Utility Regulatory Commission.

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ADVANCED METER OPT-OUT (AMO)

Availability

Available only to residential and commercial customers who request a meter that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually, provided that such a meter is available for use by the Company. Meters to be read manually may be either a smart meter with the radio frequency communication capability disabled or other non-communicating meter. The non-communicating meter manufacturer and model chosen to service the customer’s premise are at the discretion of the Company and are subject to change at the Company’s option, at any time. Tariff AMO is optional and is available subject to the Special Terms and Conditions below.

Rates

One-Time Set-Up Fee (one-time)	\$75.00
Monthly Recurring Fee	\$17.50

Special Terms and Conditions

For residential service, the customer must be served on the Residential Service Schedule RS or Optional High Efficiency Residential Service Tariff No. 6.3, including riders listed on Appendix A – List of Applicable Rate Adjustment Riders, without a demand meter and whose maximum load requirements do not exceed 75 kilowatts.

For commercial service, the customer must be served on the Commercial Electric Service Schedule CS including all applicable riders, without a demand meter and whose maximum load requirements do not exceed 75 kilowatts.

A customer choosing service under this Tariff will have two options: (i) the Company can install a non-communicating smart meter, with all communications systems disabled; or (ii) if the customer prefers to keep a non-communicating legacy meter, the Company will leave the current meter in place. If for any valid reason an AMO customer’s legacy meter must be exchanged (e.g., due to required testing, malfunctioning, damage, etc.), and no legacy non-communicating meter is immediately available, the Company may temporarily install a non-communicating smart meter, to be replaced as soon as possible with a digital non-communicating meter if so requested by the customer.

The Monthly Recurring Fee is \$17.50 for customers whose meters are manually read by the Company.

The above Rates will be applied one time for a single premise with multiple meters.

This Tariff will not be available to customers under a time-based rate.

This Tariff will not be available to customers taking service under a net metering tariff.

Customers served under this Tariff will not be eligible for any current or future services or offerings that require the use of a smart or other communicating meter while they are participants in the Tariff.

The Company may refuse to provide service under this Tariff for any of the following conditions.

- a) If the customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location.
- b) If such a service creates a safety hazard to consumers or their premises, the public, or the electric utility’s personnel or facilities

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ADVANCED METER OPT-OUT (AMO)

- c) If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises for either maintenance, connection/disconnection, meter-reading or any other utility need.

The supplying of, and billing for, service and all conditions applying hereto, are subject to the jurisdiction and Orders of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission

INTERCONNECTION SERVICE

Applicability

Any customer that operates or seeks to operate a generating device in parallel with the Company's system is subject to the provisions and Special Terms and Conditions of this Tariff and the requirements of 170 IAC 4-4.3 customer-Generator Interconnection Standards. A generating device is any device that produces electricity and includes, but is not limited to, any type of synchronous generator, induction generator, or inverter based system such as solar photovoltaic, wind turbine, fuel cell, or microturbine.

Application and Approval Procedures

Any customer seeking new Interconnection Service under this tariff shall follow the process and conform with the requirements as specified in 170 IAC 4-4.3 customer-Generator Interconnection Standards using the appropriate "Application for Interconnection" and "Interconnection Agreement" included in this Tariff as Exhibits 1 through 4. By mutual agreement of the customer and Company and as allowed by 170 IAC 4-4.3-3(b), a less formal application and approval process may be used. However, in all cases where parallel operation exceeds 100 milliseconds per occurrence, the customer must enter into an "Interconnection Agreement" with the Company.

In addition, any customer who is a successor in interest to a customer premise with a generating device that meets the requirements of Indiana Code § 8-1-40-14 shall enter into an "Interconnection Agreement" with the Company.

Technical Interconnection Requirements

Customer must comply with all technical interconnection requirements specified by the Company. For interconnection service applications subsequent to the adoption of 170 IAC 4-4.3, such requirements by the Company shall not be in conflict with any requirements in 170 IAC 4-4.3.

Terms and Conditions

1. Customer shall install, operate, and maintain, at customer's sole cost and expense, any control, protective, or other equipment on the customer's system required by the Company's technical interconnection requirements.
2. Any changes or additions to the Company's system required for interconnection service shall be considered excess facilities. Customer shall agree to pay Company for all such excess facilities, in accordance with "Tariff No. 53 - Excess Facilities".
3. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generation equipment, controls, and protective relays and equipment (hereinafter called the "Generation Facilities"). The Generation Facilities installed and operated by or for customer shall comply with, and customer shall represent and warrant their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and each as may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 IAC 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

INTERCONNECTION SERVICE

4. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the Generation Facilities is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.
5. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from customer's electric system. Upon Company's request, customer shall promptly notify Company whenever such automatic disconnecting devices operate.
6. Customer shall install, operate, and maintain, at customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
7. Upon reasonable advance notice to customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Tariff and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Tariff, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give customer reasonable notice prior to isolating the Generating Facilities.

INTERCONNECTION SERVICE

8. Customer shall agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.
9. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement.
10. Customer shall agree to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 IAC 4-4.3-10, as the same may be revised from time to time by the Commission. Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

Exhibits 1 – 4 attached here:

(Level 1 Application, Level 2 & 3 Application, Level 1 Agreement, Level 2 & 3 Agreement)

Interconnection Application

Level 1** - Certified* Inverter-Based Generation Equipment
10 kW or Smaller

Customer Name: _____

Account Number: _____

Facility Address: _____

Home/Business Phone No.: _____ Daytime Phone No: _____

Email Address (Optional): _____

Type of Facility:

Solar Photovoltaic Wind Turbine Other (specify) _____

Inverter Power Rating: _____ Quantity: _____ Total Rated "AC" Output: _____

Inverter Manufacturer and Model Number: _____

Name of Contractor/Installer: _____

Address: _____

Phone No.: _____ Email Address (Optional): _____

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Duke Energy Indiana, LLC to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches.

* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.

** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

Issued:

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Appendix 1

Required for informal interconnection process

ADDITIONAL APPLICANT INFORMATION

Application is for: _____ New Generating Facility
_____ Capacity Change to a Proposed or Existing Generating Facility
_____ Change of Ownership of a Proposed or Existing Generating Facility to a new legal entity

If capacity addition to existing Generating Facility, please describe: _____

ADDITIONAL GENERATING FACILITY INFORMATION

Generating Facility Address: _____
Street address

City State ZIP code

County

Account Number: _____
System Design Capacity (total inverter capacity): _____ kW_(AC) (system total) Total Panel Capacity (for photovol
Estimated In-Service Date: _____
Battery Storage on site? Yes No If Yes, total Battery Capacity kW DC _____
If No, please provide the name and contact number of the entity responsible for operating and maintaining
the facility:

APPLICANT SIGNATURE

I hereby certify that, to the best of my knowledge, all information provided in this Application for
Interconnection is true and correct. For Interconnection Customer:

Signature _____ Date: _____
(Authorized Agent of the Legal Entity)

Print Name _____

Issued:

Effective:

EXHIBIT A Level 1
Interconnection Agreement
(Customer Name) And
Duke Energy Indiana, LLC
Single Line Diagram

**INTERCONNECTION
AGREEMENT
FOR INTERCONNECTION AND PARALLEL
OPERATION
OF CERTIFIED INVERTER-BASED EQUIPMENT 10 kW OR
SMALLER**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between Duke Energy Indiana, LLC ("Company"), and _____ ("Customer").

Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment ("Generation Facilities") to interconnect and operate in parallel with Company's electric distribution system, which Generation Facilities are more fully described as follows:

Location: _____

Type of facility: Solar Wind Other _____

Inverter Power Rating: _____ (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: _____

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as "Exhibit A" and incorporated herein by this reference; or

Described as follows: _____

Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547-2018 "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2003"); or
- (ii) The requirements of the Underwriters Laboratories ("UL") Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

Customer further represents and agrees that:

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1000 East Main Street
Plainfield, Indiana 46168

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2018 the National Electrical Code and local building codes, all as in effect on the date of this Agreement; and
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission ("Commission"). Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

With respect to the Generation Facilities and their interconnection to Company's electric system, Company and Customer, whichever is applicable (the "Indemnifying Party"), shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, LLC

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Issued:

Effective:

Application For Interconnection

Level 2** or Level 3**

Customer Name: _____

Account Number: _____

Customer Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

Total Generating Capacity of Customer-Generator Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Diesel-fueled Reciprocating Engine
 Gas-Fueled Reciprocating Engine Gas Turbine Microturbine
 Other (Specify) _____

Is the Equipment "Certified" as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5

Yes No

Indicate all possible operating modes for this generator facility:

- Emergency / Standby – Operated when Duke Energy Indiana, LLC ("Company") service is not available. Paralleling is for short durations.
- Peak Shaving – Operated during peak demand periods. Paralleling is for extended times.
- Base Load Power – Operated continuously at a pre-determined output. Paralleling is continuous.
- Cogeneration – Operated primarily to produce thermal energy. Paralleling is extended or continuous.
- Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.
- Other – Describe: _____

* Certified as defined in 170 IAC 4-4.3-5.

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)

Will the Customer-Generator Facility export power? Yes No If yes, how much? _____

Level of Interconnection Review Requested:

Level 2**

Level 3**

For this application to be considered complete, adequate documentation and information must be submitted that will allow Company to determine the impact of the generation facilities on Company's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and Company's requirements. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with 's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.
8. For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture's web site containing such manual.
9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (X_d , X'_d , & X''_d).
10. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by Company and the possible need for additional documentation and information from Customer.

* Certified as defined in 170 IAC 4-4.3-5.

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)

RESIDENTIAL INTERCONNECTION
AGREEMENT FOR LEVEL 2 OR LEVEL
3 FACILITIES

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Duke Energy Indiana, LLC ("Company"), and _____ ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

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

1. **Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. **Interconnection.** Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's Tariff No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset,

adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. **Operation by Customer.** Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

4. **Access by Company.** Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. **Rates and Other Charges.** This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities

to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's Tariff No. 53 contained in Company's Retail Electric Tariff, which Tariff details the charges and terms of such excess facilities, as the same may be revised from time to time with the

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approval of the Commission.

6. **Insurance.** Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission ("Commission"). Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

7. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section if a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. **Effective Term and Termination Rights.** This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for terminate and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. **Termination of Any Applicable Existing Agreement.** From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. **Force Majeure. For purposes of this Agreement,** the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

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If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. **Dispute Resolution.** In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission’s applicable rules.

12. **Commission Jurisdiction and Company Rules.** Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company’s commitments hereunder are subject to such approval. Customer’s use of the Generation Facilities is subject to the rules and regulations of Company, including Company’s General Terms and Conditions for

Electric Service, as contained in Company’s Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, LLC

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

COMMERCIAL INTERCONNECTION AGREEMENT FOR LEVEL 2 OR LEVEL 3 FACILITIES

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Duke Energy Indiana, Inc. ("Company"), and _____ ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

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

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
- 2. Interconnection.** Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's Tariff No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

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3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

4. Access by Company. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's Tariff No. 53 contained in Company's Retail Electric Tariff, which Tariff details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the

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interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

Coverage	Limits
Comprehensive General Liability	
Contractual Liability	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

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

Duke Energy
Attention: Interconnection c/o Mail Code DEP-20B
525 S. Tryon St
Charlotte, NC 28202

at least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company.

If Customer is sufficiently creditworthy, as determined by Company, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to Company, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend Company and to provide on a self insurance basis insurance benefits to Company, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written

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agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Dispute Resolution. In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

12. Commission Jurisdiction and Company Rules. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval. Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, INC.

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
LONGITUDE 86 DEG 16 MIN. W**

NATIONAL WEATHER SERVICE SUNRISE/SUNSETS - for this geographic location
Each month has the sunrise and sunset for each day of month in first two columns

JANON = ADD 30 minutes to sunset time for each day of month. This is the time the light will go on.

JANOFF = SUBTRACT 30 minutes from sunrise time for each day of month. This is the time the light will turn off.

JANDAY = This is the number of hours of daylight for this day and month. It is the difference between JANOFF and JANON.

JANHRS = This is the number of burning hours the lighting will be 'on' for this day. This is the difference between JANDAY and 24:00 hours.

This is based on the photo-controlled lighting turning on 1/2 hour after sunset and 1/2 hour before sunrise each day. Our current tariffs average this to 4000 hours annually.

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

			ADD30	SUB30					ADD	SUB		
DAY	SUNRISE	SUNSET	0:30	0:30	DAYHRS	24:00	SUNRISE	SUNSET	0:30	0:30	DAYHRS	24:00
	JANRISE	JANSET	JANON	JANOFF	JANDAY	JANHRS	FEBRISE	FEBSET	FEBON	FEBOFF	FEBDAY	FEBHRS
1	8:06	17:31	18:01	7:36	10:25	13:35	7:53	18:04	18:34	7:23	10:11	13:49
2	8:06	17:32	18:02	7:36	10:26	13:34	7:52	18:06	18:36	7:22	10:14	13:46
3	8:06	17:33	18:03	7:36	10:27	13:33	7:51	18:07	18:37	7:21	10:16	13:44
4	8:06	17:34	18:04	7:36	10:28	13:32	7:58	18:08	18:38	7:28	10:10	13:50
5	8:06	17:35	18:05	7:36	10:29	13:31	7:49	18:09	18:39	7:19	10:20	13:40
6	8:06	17:34	18:04	7:36	10:28	13:32	7:48	18:10	18:40	7:18	10:22	13:38
7	8:06	17:37	18:07	7:36	10:31	13:29	7:47	18:11	18:41	7:17	10:24	13:36
8	8:06	17:38	18:08	7:36	10:32	13:28	7:46	18:13	18:43	7:16	10:27	13:33
9	8:06	17:39	18:09	7:36	10:33	13:27	7:45	18:14	18:44	7:15	10:29	13:31
10	8:06	17:48	18:18	7:36	10:42	13:18	7:44	18:15	18:45	7:14	10:31	13:29
11	8:06	17:41	18:11	7:36	10:35	13:25	7:43	18:14	18:44	7:13	10:31	13:29
12	8:05	17:42	18:12	7:35	10:37	13:23	7:42	18:17	18:47	7:12	10:35	13:25
13	8:05	17:43	18:13	7:35	10:38	13:22	7:48	18:19	18:49	7:18	10:31	13:29
14	8:05	17:44	18:14	7:35	10:39	13:21	7:39	18:20	18:50	7:09	10:41	13:19
15	8:04	17:45	18:15	7:34	10:41	13:19	7:39	18:21	18:51	7:09	10:42	13:18
16	8:04	17:46	18:16	7:34	10:42	13:18	7:37	18:22	18:52	7:07	10:45	13:15
17	8:04	17:47	18:17	7:34	10:43	13:17	7:35	18:23	18:53	7:05	10:48	13:12
18	8:03	17:48	18:18	7:33	10:45	13:15	7:34	18:24	18:54	7:04	10:50	13:10
19	8:03	17:49	18:19	7:33	10:46	13:14	7:33	18:25	18:55	7:03	10:52	13:08
20	8:02	17:50	18:20	7:32	10:48	13:12	7:31	18:26	18:56	7:01	10:55	13:05
21	8:01	17:51	18:21	7:31	10:50	13:10	7:31	18:27	18:57	7:01	10:56	13:04
22	8:01	17:53	18:23	7:31	10:52	13:08	7:30	18:28	18:58	7:00	10:58	13:02
23	8:00	17:54	18:24	7:30	10:54	13:06	7:29	18:29	18:59	6:59	11:00	13:00
24	8:00	17:55	18:25	7:30	10:55	13:05	7:27	18:30	19:00	6:57	11:03	12:57
25	7:59	17:56	18:26	7:29	10:57	13:03	7:26	18:31	19:01	6:56	11:05	12:55
26	7:58	17:57	18:27	7:28	10:59	13:01	7:24	18:32	19:02	6:54	11:08	12:52
27	7:57	17:58	18:28	7:27	11:01	12:59	7:23	18:33	19:03	6:53	11:10	12:50
28	7:57	18:00	18:30	7:27	11:03	12:57	7:22	18:34	19:04	6:52	11:12	12:48
29	7:56	18:01	18:31	7:26	11:05	12:55	7:23	18:34	19:04	6:53	11:11	12:49
30	7:55	18:02	18:32	7:25	11:07	12:53						
31	7:54	18:03	18:33	7:24	11:09	12:51						
					332:47	411:13					310:17	385:43

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	MARRISE	MARSET	MARON	MAROFF	MARDAY	MARHRS	APRRISE	APRSET	APRON	APROFF	APRDAY	APRHRS
1	7:19	18:37	19:07	6:49	12:18	11:42	6:30	19:08	19:38	6:00	12:38	11:22
2	7:17	18:38	19:08	6:47	12:21	11:39	6:28	19:09	19:39	5:58	12:41	11:19
3	7:16	18:39	19:09	6:46	12:23	11:37	6:27	19:10	19:40	5:57	12:43	11:17
4	7:14	18:40	19:10	6:44	12:26	11:34	6:25	19:11	19:41	5:55	12:46	11:14
5	7:13	18:41	19:11	6:43	12:28	11:32	6:24	19:12	19:42	5:54	12:48	11:12
6	7:11	18:42	19:12	6:41	12:31	11:29	6:22	19:13	19:43	5:52	12:51	11:09
7	7:10	18:43	19:13	6:40	12:33	11:27	6:20	19:14	19:44	5:50	12:54	11:06
8	7:09	18:44	19:14	6:39	12:35	11:25	6:19	19:15	19:45	5:49	12:56	11:04
9	7:07	18:45	19:15	6:37	12:38	11:22	6:17	19:16	19:46	5:47	12:59	11:01
10	7:05	18:46	19:16	6:35	12:41	11:19	6:16	19:17	19:47	5:46	13:01	10:59
11	7:03	18:47	19:17	6:33	12:44	11:16	6:14	19:18	19:48	5:44	13:04	10:56
12	7:02	18:48	19:18	6:32	12:46	11:14	6:13	19:19	19:49	5:43	13:06	10:54
13	7:00	18:49	19:19	6:30	12:49	11:11	6:11	19:20	19:50	5:41	13:09	10:51
14	6:59	18:50	19:20	6:29	12:51	11:09	6:12	19:21	19:51	5:42	13:09	10:51
15	6:57	18:52	19:22	6:27	12:55	11:05	6:08	19:22	19:52	5:38	13:14	10:46
16	6:36	18:53	19:23	6:06	13:17	10:43	6:07	19:23	19:53	5:37	13:16	10:44
17	6:54	18:54	19:24	6:24	13:00	11:00	6:05	19:24	19:54	5:35	13:19	10:41
18	6:52	18:55	19:25	6:22	13:03	10:57	6:04	19:25	19:55	5:34	13:21	10:39
19	6:51	18:56	19:26	6:21	13:05	10:55	6:02	19:26	19:56	5:32	13:24	10:36
20	6:49	18:57	19:27	6:19	13:08	10:52	6:01	19:27	19:57	5:31	13:26	10:34
21	6:48	18:58	19:28	6:18	13:10	10:50	6:00	19:28	19:58	5:30	13:28	10:32
22	6:46	18:59	19:29	6:16	13:13	10:47	5:58	19:29	19:59	5:28	13:31	10:29
23	6:44	19:00	19:30	6:14	13:16	10:44	5:57	19:38	20:08	5:27	13:41	10:19
24	6:43	19:01	19:31	6:13	13:18	10:42	5:55	19:31	20:01	5:25	13:36	10:24
25	6:41	19:01	19:31	6:11	13:20	10:40	5:54	19:32	20:02	5:24	13:38	10:22
26	6:39	19:02	19:32	6:09	13:23	10:37	5:53	19:33	20:03	5:23	13:40	10:20
27	6:38	19:03	19:33	6:08	13:25	10:35	5:51	19:34	20:04	5:21	13:43	10:17
28	6:36	19:04	19:34	6:06	13:28	10:32	5:50	19:35	20:05	5:20	13:45	10:15
29	6:35	19:05	19:35	6:05	13:30	10:30	5:49	19:36	20:06	5:19	13:47	10:13
30	6:33	19:06	19:36	6:03	13:33	10:27	5:48	19:37	20:07	5:18	13:49	10:11
31	6:31	19:07	19:37	6:01	13:36	10:24						
					401:44	342:16					397:23	322:37

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	MAYRISE	MAYSET	MAYON	MAYOFF	MAYDAY	MAYHRS	JUNRISE	JUNSET	JUNON	JUNOFF	JUNDAY	JUNHRS
1	5:46	19:38	20:08	5:16	14:52	9:08	5:19	20:06	20:36	4:49	14:47	9:13
2	5:45	19:39	20:09	5:15	14:54	9:06	5:19	20:07	20:37	4:49	14:48	9:12
3	5:44	19:49	20:19	5:14	15:05	8:55	5:19	20:07	20:37	4:49	14:48	9:12
4	5:43	19:41	20:11	5:13	14:58	9:02	5:18	20:08	20:38	4:48	14:50	9:10
5	5:41	19:42	20:12	5:11	15:01	8:59	5:18	20:09	20:39	4:48	14:51	9:09
6	5:48	19:43	20:13	5:18	14:55	9:05	5:18	20:09	20:39	4:48	14:51	9:09
7	5:39	19:44	20:14	5:09	15:05	8:55	5:16	20:10	20:40	4:46	14:54	9:06
8	5:38	19:45	20:15	5:08	15:07	8:53	5:17	20:11	20:41	4:47	14:54	9:06
9	5:37	19:46	20:16	5:07	15:09	8:51	5:17	20:11	20:41	4:47	14:54	9:06
10	5:36	19:47	20:17	5:06	15:11	8:49	5:17	20:12	20:42	4:47	14:55	9:05
11	5:35	19:48	20:18	5:05	15:13	8:47	5:17	20:12	20:42	4:47	14:55	9:05
12	5:34	19:49	20:19	5:04	15:15	8:45	5:17	20:13	20:43	4:47	14:56	9:04
13	5:33	19:50	20:20	5:03	15:17	8:43	5:17	20:13	20:43	4:47	14:56	9:04
14	5:32	19:51	20:21	5:02	15:19	8:41	5:17	20:14	20:44	4:47	14:57	9:03
15	5:31	19:52	20:22	5:01	15:21	8:39	5:17	20:14	20:44	4:47	14:57	9:03
16	5:30	19:52	20:22	5:00	15:22	8:38	5:17	20:14	20:44	4:47	14:57	9:03
17	5:29	19:53	20:23	4:59	15:24	8:36	5:17	20:15	20:45	4:47	14:58	9:02
18	5:28	19:54	20:24	4:58	15:26	8:34	5:17	20:15	20:45	4:47	14:58	9:02
19	5:28	19:55	20:25	4:58	15:27	8:33	5:17	20:16	20:46	4:47	14:59	9:01
20	5:27	19:56	20:26	4:57	15:29	8:31	5:17	20:16	20:46	4:47	14:59	9:01
21	15:26	19:57	20:27	14:56	5:31	18:29	5:17	20:16	20:46	4:47	14:59	9:01
22	5:25	19:58	20:28	4:55	15:33	8:27	5:18	20:16	20:46	4:48	14:58	9:02
23	5:25	19:59	20:29	4:55	15:34	8:26	5:18	20:16	20:46	4:48	14:58	9:02
24	5:24	20:00	20:30	4:54	15:36	8:24	5:18	20:17	20:47	4:48	14:59	9:01
25	5:23	20:00	20:30	4:53	15:37	8:23	5:18	20:17	20:47	4:48	14:59	9:01
26	5:23	20:01	20:31	4:53	15:38	8:22	5:19	20:17	20:47	4:49	14:58	9:02
27	5:22	20:02	20:32	4:52	15:40	8:20	5:19	20:17	20:47	4:49	14:58	9:02
28	5:21	20:03	20:33	4:51	15:42	8:18	5:19	20:17	20:47	4:49	14:58	9:02
29	5:21	20:04	20:34	4:51	15:43	8:17	5:20	20:17	20:47	4:50	14:57	9:03
30	5:20	20:05	20:35	4:50	15:45	8:15	5:20	20:17	20:47	4:50	14:57	9:03
31	5:20	20:05	20:35	4:50	15:45	8:15						
					465:54	278:06					447:45	272:15

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	JULRISE	JULSET	JULON	JULOFF	JULDAY	JULHRS	AUGRISE	AUGSET	AUGON	AUGOFF	AUGDAY	AUGHRS
1	5:21	20:17	20:47	4:51	15:56	8:04	5:44	19:59	20:29	5:14	14:15	9:45
2	5:21	20:17	20:47	4:51	15:56	8:04	5:45	19:58	20:28	5:15	14:13	9:47
3	5:22	20:17	20:47	4:52	15:55	8:05	5:46	19:57	20:27	5:16	14:11	9:49
4	5:22	20:17	20:47	4:52	15:55	8:05	5:46	19:56	20:26	5:16	14:10	9:50
5	5:23	20:16	20:46	4:53	15:53	8:07	5:47	19:55	20:25	5:17	14:08	9:52
6	5:23	20:16	20:46	4:53	15:53	8:07	5:48	19:54	20:24	5:18	14:06	9:54
7	5:23	20:16	20:46	4:53	15:53	8:07	5:49	19:53	20:23	5:19	14:04	9:56
8	5:24	20:16	20:46	4:54	15:52	8:08	5:50	19:52	20:22	5:20	14:02	9:58
9	5:25	20:16	20:46	4:55	15:51	8:09	5:51	19:51	20:21	5:21	14:00	10:00
10	5:25	20:15	20:45	4:55	15:50	8:10	5:52	19:49	20:19	5:22	13:57	10:03
11	5:26	20:15	20:45	4:56	15:49	8:11	5:53	19:48	20:18	5:23	13:55	10:05
12	5:27	20:14	20:44	4:57	15:47	8:13	5:54	19:47	20:17	5:24	13:53	10:07
13	5:27	20:14	20:44	4:57	15:47	8:13	5:55	19:46	20:16	5:25	13:51	10:09
14	5:26	20:14	20:44	4:56	15:48	8:12	5:56	19:44	20:14	5:26	13:48	10:12
15	5:29	20:13	20:43	4:59	15:44	8:16	5:57	19:43	20:13	5:27	13:46	10:14
16	5:30	20:12	20:42	5:00	15:42	8:18	5:58	19:42	20:12	5:28	13:44	10:16
17	5:31	20:12	20:42	5:01	15:41	8:19	5:59	19:40	20:10	5:29	13:41	10:19
18	5:32	20:11	20:41	5:02	15:39	8:21	6:00	19:38	20:08	5:30	13:38	10:22
19	5:32	20:11	20:41	5:02	15:39	8:21	6:00	19:37	20:07	5:30	13:37	10:23
20	5:33	20:10	20:40	5:03	15:37	8:23	6:01	19:36	20:06	5:31	13:35	10:25
21	5:34	20:09	20:39	5:04	15:35	8:25	6:02	19:35	20:05	5:32	13:33	10:27
22	5:35	20:08	20:38	5:05	15:33	8:27	6:03	19:33	20:03	5:33	13:30	10:30
23	5:36	20:07	20:37	5:06	15:31	8:29	6:04	19:32	20:02	5:34	13:28	10:32
24	5:37	20:07	20:37	5:07	15:30	8:30	6:05	19:30	20:00	5:35	13:25	10:35
25	5:37	20:06	20:36	5:07	15:29	8:31	6:06	19:29	19:59	5:36	13:23	10:37
26	5:38	20:05	20:35	5:08	15:27	8:33	6:07	19:27	19:57	5:37	13:20	10:40
27	5:39	20:04	20:34	5:09	15:25	8:35	6:08	19:26	19:56	5:38	13:18	10:42
28	5:40	20:03	20:33	5:10	15:23	8:37	6:09	19:24	19:54	5:39	13:15	10:45
29	5:41	20:02	20:32	5:11	15:21	8:39	6:10	19:23	19:53	5:40	13:13	10:47
30	5:42	20:01	20:31	5:12	15:19	8:41	6:11	19:21	19:51	5:41	13:10	10:50
31	5:43	20:00	20:30	5:13	15:17	8:43	6:12	19:20	19:50	5:42	13:08	10:52
					485:57	258:03					425:17	318:43

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	SEPRISE	SEPSET	SEPON	SEPOFF	SEPDAY	SEPHRS	OCTRISE	OCTSET	OCTON	OCTOFF	OCTDAY	OCTHRS
1	6:13	19:18	19:48	5:43	14:05	9:55	6:41	18:28	18:58	6:11	11:47	12:13
2	6:14	19:17	19:47	5:44	14:03	9:57	6:42	18:27	18:57	6:12	11:45	12:15
3	6:15	19:15	19:45	5:45	14:00	10:00	6:43	18:25	18:55	6:13	11:42	12:18
4	6:15	19:14	19:44	5:45	13:59	10:01	6:44	18:23	18:53	6:14	11:39	12:21
5	6:16	19:12	19:42	5:46	13:56	10:04	6:45	18:22	18:52	6:15	11:37	12:23
6	6:17	19:10	19:40	5:47	13:53	10:07	6:46	18:20	18:50	6:16	11:34	12:26
7	6:18	19:09	19:39	5:48	13:51	10:09	6:47	18:19	18:49	6:17	11:32	12:28
8	6:19	19:07	19:37	5:49	13:48	10:12	6:48	18:17	18:47	6:18	11:29	12:31
9	6:20	19:06	19:36	5:50	13:46	10:14	6:49	18:15	18:45	6:19	11:26	12:34
10	6:21	19:04	19:34	5:51	13:43	10:17	6:50	18:14	18:44	6:20	11:24	12:36
11	6:22	19:02	19:32	5:52	13:40	10:20	6:51	18:12	18:42	6:21	11:21	12:39
12	6:23	18:59	19:29	5:53	13:36	10:24	6:52	18:11	18:41	6:22	11:19	12:41
13	6:24	18:58	19:28	5:54	13:34	10:26	6:53	18:09	18:39	6:23	11:16	12:44
14	6:25	18:56	19:26	5:55	13:31	10:29	6:54	18:08	18:38	6:24	11:14	12:46
15	6:26	18:54	19:24	5:56	13:28	10:32	6:55	18:06	18:36	6:25	11:11	12:49
16	6:27	18:53	19:23	5:57	13:26	10:34	6:56	18:05	18:35	6:26	11:09	12:51
17	6:28	18:51	19:21	5:58	13:23	10:37	6:57	18:04	18:34	6:27	11:07	12:53
18	6:28	18:49	19:19	5:58	13:21	10:39	6:58	18:02	18:32	6:28	11:04	12:56
19	6:29	18:48	19:18	5:59	13:19	10:41	6:59	18:01	18:31	6:29	11:02	12:58
20	6:30	18:46	19:16	6:00	13:16	10:44	7:00	17:59	18:29	6:30	10:59	13:01
21	6:31	18:44	19:14	6:01	13:13	10:47	7:01	17:58	18:28	6:31	10:57	13:03
22	6:32	18:43	19:13	6:02	13:11	10:49	7:02	17:56	18:26	6:32	10:54	13:06
23	6:33	18:41	19:11	6:03	13:08	10:52	7:03	17:55	18:25	6:33	10:52	13:08
24	6:34	18:39	19:09	6:04	13:05	10:55	7:04	17:54	18:24	6:34	10:50	13:10
25	6:35	18:38	19:08	6:05	13:03	10:57	7:06	17:52	18:22	6:36	10:46	13:14
26	6:36	18:36	19:06	6:06	13:00	11:00	7:07	17:51	18:21	6:37	10:44	13:16
27	6:37	18:35	19:05	6:07	12:58	11:02	7:08	17:50	18:20	6:38	10:42	13:18
28	6:38	18:33	19:03	6:08	12:55	11:05	7:09	17:49	18:19	6:39	10:40	13:20
29	6:39	18:31	19:01	6:09	12:52	11:08	7:10	17:47	18:17	6:40	10:37	13:23
30	6:40	18:30	19:00	6:10	12:50	11:10	7:11	17:46	18:16	6:41	10:35	13:25
31							7:12	17:45	18:15	6:42	10:33	13:27
					403:53	316:07					345:47	398:13

SUNRISE AND SUNSET TIME CHART**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	NOVRISE	NOVSET	NOVON	NOVOFF	NOVDAY	NOVHRS	DECRISE	DECSET	DECON	DECOFF	DECDAY	DECHRS
1	7:13	17:44	18:14	6:43	11:31	12:29	7:47	17:21	17:51	7:17	9:34	14:26
2	7:14	17:43	18:13	6:44	11:29	12:31	7:48	17:21	17:51	7:18	9:33	14:27
3	7:16	17:41	18:11	6:46	11:25	12:35	7:49	17:21	17:51	7:19	9:32	14:28
4	7:17	17:40	18:10	6:47	11:23	12:37	7:50	17:21	17:51	7:20	9:31	14:29
5	7:18	17:39	18:09	6:48	11:21	12:39	7:50	17:21	17:51	7:20	9:31	14:29
6	7:19	17:38	18:08	6:49	11:19	12:41	7:51	17:21	17:51	7:21	9:30	14:30
7	7:20	17:37	18:07	6:50	11:17	12:43	7:52	17:21	17:51	7:22	9:29	14:31
8	7:21	17:36	18:06	6:51	11:15	12:45	7:53	17:21	17:51	7:23	9:28	14:32
9	7:22	17:35	18:05	6:52	11:13	12:47	7:54	17:21	17:51	7:24	9:27	14:33
10	7:24	17:34	18:04	6:54	11:10	12:50	7:55	17:21	17:51	7:25	9:26	14:34
11	7:25	17:33	18:03	6:55	11:08	12:52	7:56	17:21	17:51	7:26	9:25	14:35
12	7:26	17:32	18:02	6:56	11:06	12:54	7:56	17:21	17:51	7:26	9:25	14:35
13	7:27	17:32	18:02	6:57	11:05	12:55	7:57	17:21	17:51	7:27	9:24	14:36
14	7:28	17:31	18:01	6:58	11:03	12:57	7:58	17:21	17:51	7:28	9:23	14:37
15	7:29	17:30	18:00	6:59	11:01	12:59	7:59	17:21	17:51	7:29	9:22	14:38
16	7:30	17:29	17:59	7:00	10:59	13:01	7:59	17:21	17:51	7:29	9:22	14:38
17	7:32	17:28	17:58	7:02	10:56	13:04	8:00	17:22	17:52	7:30	9:22	14:38
18	7:33	17:28	17:58	7:03	10:55	13:05	8:01	17:23	17:53	7:31	9:22	14:38
19	7:34	17:27	17:57	7:04	10:53	13:07	8:01	17:23	17:53	7:31	9:22	14:38
20	7:35	17:26	17:56	7:05	10:51	13:09	8:02	17:23	17:53	7:32	9:21	14:39
21	7:36	17:26	17:56	7:06	10:50	13:10	8:02	17:24	17:54	7:32	9:22	14:38
22	7:37	17:25	17:55	7:07	10:48	13:12	8:03	17:24	17:54	7:33	9:21	14:39
23	7:38	17:25	17:55	7:08	10:47	13:13	8:03	17:25	17:55	7:33	9:22	14:38
24	7:39	17:24	17:54	7:09	10:45	13:15	8:04	17:26	17:56	7:34	9:22	14:38
25	7:40	17:24	17:54	7:10	10:44	13:16	8:04	17:26	17:56	7:34	9:22	14:38
26	7:41	17:23	17:53	7:11	10:42	13:18	8:04	17:27	17:57	7:34	9:23	14:37
27	7:42	17:23	17:53	7:12	10:41	13:19	8:05	17:27	17:57	7:35	9:22	14:38
28	7:44	17:22	17:52	7:14	10:38	13:22	8:05	17:28	17:58	7:35	9:23	14:37
29	7:45	17:22	17:52	7:15	10:37	13:23	8:05	17:29	17:59	7:35	9:24	14:36
30	7:46	17:22	17:52	7:16	10:36	13:24	8:06	17:30	18:00	7:36	9:24	14:36
31							8:06	17:30	18:00	7:36	9:24	14:36
					330:28	389:32					291:58	452:02

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SECTION TWO

DUKE ENERGY INDIANA, LLC

AFFILIATE STANDARDS

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AFFILIATE STANDARDS
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DUKE ENERGY INDIANA, LLC AFFILIATE STANDARDS

I. APPLICABILITY

These Affiliate Standards shall apply from and after the effective date of the later of (i) the date of the consummation of the Merger, and (ii) the effective date of the Commission's order approving these Affiliate Standards, until the date when new affiliate standards imposed by Indiana legislation or Commission action become effective. Changes to these Affiliate Standards may be proposed from time to time by either Duke Energy Indiana, LLC (hereafter "Company" or "Duke Energy Indiana") or the OUCC, subject to the approval of the Commission; provided, however, that Company and the OUCC shall meet and discuss any such proposed changes prior to the submission of such changes to the Commission by either Company or the OUCC.

II. SUBSTANTIVE PROVISIONS

(A) Cross-Subsidization Principles

The financial policies and guidelines for transactions between Company and its Affiliates shall reflect the following principles:

1. Company's retail customers shall not subsidize the activities of Company's Non-Utility Affiliates or its Utility Affiliates.
2. Neither Company's Non-Utility Affiliates nor Company's Utility Affiliates shall subsidize the public utility activities of Company.
3. Company's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. These principles shall be applied to avoid costs found to be just and reasonable for ratemaking purposes by a utility regulatory commission being left unallocated or stranded between various regulatory jurisdictions, resulting in the failure of the opportunity for timely recovery of such costs by Company and/or its Utility Affiliates; provided, however, that no more than one hundred percent (100%) of

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such costs shall be allocated on an aggregate basis to the various regulatory jurisdictions.

5. These principles are not intended to, and shall not be interpreted to, alter, modify or change in any way the law in the State of Indiana with respect to the impact of the filing of a consolidated income tax return on Company's income tax expense allocable to jurisdictional customers.
6. Company shall maintain and utilize accounting systems and records that identify and appropriately allocate costs among Company and its Affiliates, consistent with these principles.

(B) Access to Employees, Officers, Books and Records

1. The Commission shall have access to the employees, officers, books and records of any Affiliate of Company to the same extent and in like manner that the Commission has over Company to the extent that the Affiliate engages in direct or indirect transactions with Company. If such employees, officers, books and records cannot be reasonably made available to the Commission, then upon request of the Commission, Company shall, in accordance with applicable Indiana reimbursement rules, reimburse the Commission for appropriate out-of-state travel expenses incurred in accessing the employees, officers, books and records. Company shall maintain, in accordance with generally accepted accounting principles, books, records, and accounts that are separate from the books, records, and accounts of its Affiliates, consistent with Part 101 – Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act. Any objections to providing all books and records must be raised before the Commission and the burden of showing that the request is unreasonable or unrelated to the proceeding is on Company. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.
2. Upon the written request of the OUCC, Company shall make available to the OUCC at reasonable times and places the

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books and records, and employees and officers of each applicable Affiliate of Company, including the Service Company, as are required to assure compliance with these Affiliate Standards. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.

3. Upon the written request of the OUCC, Company shall make available to the OUCC at reasonable times and places copies, which have not otherwise been furnished to the OUCC, of any Affiliate-related filings made by Company with the SEC and/or the FERC during the preceding calendar year. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.
4. Company shall have the right either to seek a protective order from the Commission, the FERC, if applicable, the SEC, if applicable, or a court of competent jurisdiction, or to require the OUCC to enter into a reasonable confidentiality agreement, to protect and safeguard confidential, proprietary and/or competitively sensitive information concerning its Affiliates.

(C) Accounting for Affiliate Transactions

In accordance with generally accepted accounting principles and consistent with state and federal guidelines, Company shall record all transactions with its Affiliates, whether direct or indirect. Company and its Affiliates shall maintain sufficient records to allow for an audit of the transactions involving Company and its Affiliates. Goods and Services provided by Company to a Non-Utility Affiliate, and Goods and Services provided by a Non-Utility Affiliate to Company, shall be accounted for in accordance with current requirements issued by the SEC or the FERC, whichever is applicable, or other statutory requirements if neither the SEC nor the FERC has jurisdiction. Asset transfers from Company to a Non-Utility Affiliate, and asset transfers from a Non-Utility Affiliate to Company, shall be accounted for in accordance with current requirements issued by the SEC or the FERC, whichever is applicable, or other statutory requirements if neither the SEC nor the FERC has jurisdiction.

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(D) Precluded Affiliate Financial Undertakings

Company shall not allow a Non-Utility Affiliate to obtain credit under any arrangement that would permit a creditor, upon default of the Non-Utility Affiliate, to have recourse to Company's assets. The financial arrangements of Company's Affiliates are subject to the following restrictions unless otherwise approved by the Commission:

1. Any indebtedness incurred by a Non-Utility Affiliate shall be without recourse to Company.
2. Company shall not enter into any agreements under terms of which Company is obligated to commit funds in order to maintain the financial viability of a Non-Utility Affiliate.
3. Company shall not make any investment in a Non-Utility Affiliate under circumstances in which Company would be liable for the debts and/or liabilities of the Non-Utility Affiliate incurred as a result of acts or omissions of a Non-Utility Affiliate.
4. Company shall not issue any security for the purpose of financing the acquisition, ownership, or operation of a Non-Utility Affiliate.
5. Company shall not assume any obligation or liability as guarantor, endorser, surety, or otherwise in respect of any security of a Non-Utility Affiliate.
6. Company shall not pledge, mortgage or otherwise use as collateral any assets of Company for the benefit of a Non-Utility Affiliate.
7. Company shall hold harmless the retail customers of Company from any adverse effects of Company credit rating declines caused by the actions of Non-Utility Affiliates.

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(E) **Untariffed, Non-Utility Services Provided by Duke Energy Indiana or the Service Company**

Any untariffed, Non-Utility Services provided by Company or the Service Company to any Affiliate shall be itemized in accounting entries (including electronic entries) pursuant to a written contract or written arrangement. Company and the Service Company shall maintain and keep available for inspection by the Commission copies of all accounting entries and each contract and arrangement between Company or the Service Company and Company's Affiliates that relate to the provision of such untariffed, Non-Utility Services.

(F) **Goods or Services Provided by a Non-Utility Affiliate**

Any Goods or Services provided by a Non-Utility Affiliate to Company shall be itemized in accounting entries (including electronic entries) pursuant to a written contract or written arrangement. Company and Non-Utility Affiliates shall maintain and keep available for inspection by the Commission copies of all accounting entries and each contract and arrangement between Company and its Non-Utility Affiliates that relate to the provision of such Goods and Services in accordance with the Commission's retention requirements.

(G) **Independent Operations**

Employees responsible for directing, organizing and executing the business decisions of Company's wholesale merchant or generation functions and those employees of Affiliated Wholesale Power Marketers shall operate independently of one another, to the maximum extent practical. Company shall document all employee movement between and among Company and its Affiliates. Such information shall be made available to the Commission and the OUCG upon request.

(H) **Precluded Property Ownership**

Except as provided in Paragraph (L) or Paragraph (M) of this Section II, Company may not own property in common with an Affiliated Wholesale Power Marketer.

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(I) Market Information

No market information (within the meaning of the FERC's code of conduct requirements) obtained by Company in the conduct of its public utility business may be shared with an Affiliated Wholesale Power Marketer, except where such information has been publicly disseminated or simultaneously shared with and made available to all non-affiliated Entities who have requested such information. Customer specific information shall not be made available by Company to an Affiliated Wholesale Power Marketer except under the same terms as such information would be made available to a non-affiliated Entity, and only with the written consent of the customer specifying the information to be released.

(J) Use of Name or Logo

A Non-Utility Affiliate may use Company's name or logo only if, in connection with such use, the Non-Utility Affiliate makes adequate disclosures to the effect that: (i) the two Entities are separate; (ii) it is not necessary to purchase the Non-Regulated Goods or Services to obtain public utility service from Company; and (iii) the customer will gain no advantage from Company by buying from the Affiliate.

(K) No Tying or Conditioning

Company shall not condition or tie the provision of any Goods, Services, pricing benefit, or waiver of associated terms or conditions, to the purchase of any Goods or Services from an Affiliated Wholesale Power Marketer.

(L) Sharing of Office Space, Office Equipment, Computer Systems or Information Systems with Affiliated Wholesale Power Marketers

Except as provided in Paragraph (M) of this Section II and to the maximum extent practical, employees responsible for directing, organizing and executing the business decisions of Affiliated Wholesale Power Marketers' wholesale merchant or generation functions generally shall not share office space, office equipment, computer systems or information systems with those similarly employed employees of Company; provided, however, that computer systems and information systems may be so shared if the systems are secured such that Affiliated Wholesale Power Marketers cannot access Company operating data, and office space may be so

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shared under a lease or other ownership arrangement if the office space is secured such that employees of one company cannot access the designated office area of the other.

(M) Exception for Computer Systems and Information Systems

1. Computer systems and information systems may be shared between Company and Non-Utility Affiliates only to the extent necessary for the provision of corporate support services or other shared services; provided, however, Company shall ensure that the proper security access and other safeguards are in place to ensure full compliance with these Affiliate Standards.
2. These Affiliate Standards are not intended to, and shall not be interpreted to, preclude the sharing of computer systems and information systems between Company and its Affiliates as necessary for the provision of Services consistent with Service Agreements now or hereafter approved by the Commission, including, but not limited to, the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission.

(N) Limitations on Corporate Support Services Affiliate Transactions

Company may engage in transactions directly related to the provision of corporate support services with its Affiliates in accordance with requirements relating to the Service Agreements. As a general principle, such provision of corporate support services shall not allow or provide a means for the transfer of confidential information from Company to its Affiliates, create the opportunity for preferential treatment or unfair competitive advantage, create opportunities for cross-subsidization of Affiliates, or otherwise provide any means to circumvent these Affiliate Standards.

(O) Availability of Goods or Services to Affiliates

Except as provided in Paragraph (N) of this Section II, Company may only make Goods or Services available to an Affiliated Wholesale Power Marketer if the Goods or Services are equally available to all Non-Affiliated Wholesale Power Marketers on the

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same terms, conditions and prices, and at the same time. Company shall process all requests for Goods or Services from Affiliated and Non-Affiliated Wholesale Power Marketers on a non-discriminatory basis.

(P) Documentation

If Company provides both Regulated and Non-Regulated Services or Goods, or if an Affiliate provides Services or Goods to Company, Company and such Affiliate shall maintain documentation in the form of written agreements, an organization chart (depicting Company and all of its Affiliates), accounting bulletins, procedure and work order manuals, or other related documents, which describe how costs are allocated between Regulated and Non-Regulated Services or Goods. Such documentation shall be available, subject to requests for confidential treatment, for review by the Commission in accordance with Paragraph (B) of this Section II.

(Q) Contact for Affiliate Transaction and Personnel Information

Company shall designate an employee who will act as a contact for the Commission and the OUCC seeking data and information regarding Company's Affiliate-related transactions and personnel transfers. Such employee shall be responsible for providing data and information requested by the Commission for any and all transactions between Company and its Affiliates, regardless of the Affiliate(s) from which the information is sought.

(R) Contact for Service and Reliability Concerns

Company shall designate an employee or agent who will act as a contact for the Commission concerning retail consumer issues regarding service and reliability concerns. Such Company representative shall be able to deal with billing, maintenance and service reliability issues.

(S) Contact for State Regulatory Matters

Company shall provide the Commission a current list of employees or agents that are designated to work with the Commission and the

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OUCC concerning state regulatory matters, including, but not limited to, rate cases, consumer complaints and billing issues.

(T) Duke Energy Indiana's Affiliate Contract Filings

Any filings of Affiliate Contracts which Company is required to make with the Commission, the SEC and/or the FERC shall be made consistent with the following procedures:

1. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code § 8-1-2-49 (but not required to be filed by Company with the Commission pursuant Ind. Code §§ 8-1-2-83, 84 or any other Indiana statute), Company shall, thirty (30) days prior to any required filing of such Affiliate Contract (including Service Agreements) with the SEC or the FERC for such agency's approval or acceptance, submit to the Commission Staff and the OUCC a copy of the proposed filing.

(i) If the Commission Staff clears such Affiliate Contract for filing, or does not comment upon it, and no objections are submitted by the OUCC to Company (a copy of any such objections to be provided to Commission Staff) during the Review Period for such contract, then Company may file such contract with the Commission and the SEC or the FERC, whichever is applicable. The contract shall become effective upon the receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

(ii) If during, or upon the expiration of, the Review Period for such Affiliate Contract, the Commission Staff recommends that the Commission reject, disapprove or establish a proceeding to review such contract, or if an objection(s) is submitted by the OUCC to Company (with a copy to Commission Staff), then Company may file the contract with the Commission, but shall not file the contract with the SEC or the FERC, whichever is applicable, until at least thirty (30)

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days after the date that it is filed with the Commission; provided, further, that both such filings shall disclose the Commission Staff's recommendation or the objection(s) regarding the contract. The contract shall become effective upon receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

- 2 For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code § 8-1-2-49 (but not required to be filed by Company with the Commission pursuant Ind. Code §§ 8-1-2-83, 84 or any other Indiana statute) and which Company is not required to file with the SEC or the FERC, Company shall, prior to filing the contract with the Commission, submit to the Commission Staff, and provide to the OUCC, a copy of the contract.
 - (i) If the Commission Staff clears such Affiliate Contract for filing, or does not comment upon it, and no objections are submitted by the OUCC to Company (a copy of any such objections to be provided to Commission Staff) during the Review Period for such contract, then Company may file such contract with the Commission. To the extent that the effectiveness of such contract is not subject to any other necessary regulatory authorizations, such contract shall become effective as of the date that it is filed with the Commission; otherwise, such contract shall become effective as of the first day on which all such necessary regulatory authorizations are received. After becoming effective, such contract shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.
 - (ii) If during, or upon the expiration of, the Review Period for such Affiliate Contract, the Commission Staff recommends that the Commission reject, disapprove or establish a proceeding to review such contract, or if

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an objection(s) is submitted by the OUCG to Company (with a copy to Commission Staff), then Company may file the contract with the Commission, but such contract shall provide for an effective date no earlier than thirty (30) days after such contract is filed with the Commission. The contract shall become effective upon receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

3. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code §§8-1-2-83, 84, or any other applicable Indiana statute which requires specific Commission approval (this does not include Ind. Code §8-1-2-49), Company shall file such contract with the Commission under a separate docket and such filing shall be handled through the normal procedures established by the Commission for obtaining Commission approval thereof. Company shall either obtain Commission approval of such contract prior to any required filing of such contract with the SEC or the FERC for such agency's approval or acceptance, or otherwise request that the effective date of such agency's approval or acceptance be no earlier than the date of the Commission's approval of such contract.
4. After an Affiliate Contract has been filed by Company with the Commission, the Commission may in accordance with Indiana law approve or disapprove the contract. If such contract is also required to be filed by Company with the SEC or the FERC for such agency's approval or acceptance, then upon any Commission disapproval of the contract:
 - (i) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is applicable, has not yet been received by Company, then Company will seek to withdraw its filing requesting such agency's approval or acceptance; or
 - (ii) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is

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applicable, has been received and none of the other contracting parties are Utility Affiliates of Company subject to any other state utility regulatory commission's jurisdiction, then Company will:

- (a) Terminate such contract pursuant to its terms;
or
 - (b) At its sole option, take such steps as are necessary to cause such contract to be amended in order to remedy the Commission's adverse determination with respect to such contract; or
- (iii) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is applicable, has been received and one or more of the other contracting parties are Utility Affiliates of Company subject to another state utility regulatory commission's jurisdiction, then Company will make a good faith effort to terminate or amend such contract in a manner which remedies the Commission's adverse determination with respect to such contract. If agreement can be reached to terminate or amend the contract in a manner satisfactory to the contracting parties and the representatives of each affected state commission, then Company shall:
- (c) File any such agreed upon amended contract with the Commission and the SEC or the FERC, whichever is applicable, pursuant to this Paragraph (T); or
 - (d) Make a filing with the Commission, and the SEC or the FERC, whichever is applicable, to terminate the contract.

If no agreement can be reached satisfactory to each contracting party and to each affected state commission, after good faith negotiations, then Company shall have no further obligations under

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these Affiliate Standards with respect to such contract.

5. Nothing in these Affiliate Standards affects, modifies or alters in any way the rights and duties of the Commission under applicable state and federal law.

(U) Violations

Any violation of the provisions of these Affiliate Standards shall be subject to the enforcement powers and penalties of the Commission.

(V) Independent Audits

Company shall fund the cost of four (4) independent audits (up to a total of \$400,000) after Merger consummation of Company's Affiliate-related transactions to determine compliance with these Affiliate Standards, and to determine that Company has sufficient controls and training in place to enable compliance with these Affiliate Standards. The results of such audits shall be filed with the Commission.

(W) Public Utility Holding Company Act of 2005

If the Public Utility Holding Company Act of 2005 is repealed or materially amended during the time that these Affiliate Standards are in effect and equivalent jurisdiction is not given to another federal agency, then Company will work with the Commission to ensure that Company continues to furnish the Commission with the appropriate information to regulate Company. The Commission may establish its reporting requirements regarding the nature of intercompany transactions concerning Company and a description of the basis upon which cost allocations and transfer pricing have been established in these transactions.

(X) No Impairment of Service Company Structure

These Affiliate Standards are not intended to, and shall not be interpreted to, prohibit or impair the continued existence and operation of the Service Company structure of Duke Energy Indiana's Holding Company.

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(Y) **No Preclusion of Commission Approved Actions or FERC Pricing Requirements for Affiliate Transactions**

These Affiliate Standards are not intended to, and shall not be interpreted to, preclude Company from providing to, or receiving from, its Affiliates any Goods, Services, or other resources pursuant to: (i) the provisions of Service Agreements now or hereafter approved by the Commission, including, but not limited to, the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I- 3 in Cause No. 42873 before the Commission; (ii) specific approval of the Commission; or (iii) the FERC's pricing requirements for Company's Affiliate-related transactions.

(Z) **Affiliate Firm or Unit Power Purchase by Duke Energy Indiana for a Term of 5 Years or More**

Company shall file with the Commission for the Commission's acceptance and approval any proposed purchase of firm power or unit power by Company from an Affiliate for a term of five (5) years or more.

III. **INFORMATIONAL FILINGS**

(A) **Annual Informational Filings**

On an annual basis, Company shall file with the Commission (and provide to the OUCC) the following information concerning each Company Affiliate that is: (i) Duke Energy Indiana's Holding Company, (ii) a Subsidiary of Duke Energy Indiana, (iii) a Utility Affiliate, (iv) a Subsidiary of a Utility Affiliate, or (v) a first tier Subsidiary of Duke Energy Indiana's Holding Company:

1. The names and business addresses of the officers and directors of each such Affiliate.
2. A description of each such Affiliate's business purpose(s), including a description of any diversification policy.
3. An organization chart showing Duke Energy Indiana, such Affiliates, and their relationship to each other.

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4. A description of the method(s) used to identify, value, and record transfers of Assets, Goods and Services between Company and such Affiliates.
5. A description of the method used to allocate federal and state income tax expense, payments and refunds to Company and such Affiliates.
6. A description of specific transfers of Assets, Goods or Services between Company and such Affiliates during the applicable period, and a description of the transfer value(s) utilized for such transfers.
7. A description of specific transfers of personnel between Company and such Affiliates during the applicable period, and a description of the transfer value(s) utilized for such transfers.

These annual informational filings shall be made as of the last day of April of each calendar year that these Affiliate Standards are in effect.

(B) Additional Annual Informational Filings

On an annual basis, Company shall file with the Commission (and provide to the OUCC) the following information concerning each Company Affiliate that is: (i) Duke Energy Indiana's Holding Company, (ii) a Subsidiary of Duke Energy Indiana, (iii) a Utility Affiliate, (iv) a Subsidiary of a Utility Affiliate, or (v) a first tier Subsidiary of Duke Energy Indiana's Holding Company:

1. The capital structure of each such Affiliate as of the end of the applicable period.
2. A statement of the changes in the capital structure of each such Affiliate during the applicable period.
3. An assessment of the effects on Company's capital structure and Company's ability to attract capital due to the activities of each such Affiliate during the applicable period.

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4. If requested by the Commission or the OUCC, the names and job descriptions of any employees of Company transferred to, or for whom seventy-five percent (75%) or more of their time has been allocated to, such an Affiliate during the applicable period.
5. Any amendments to the Utility Money Pool Agreement made in the previous calendar year.

These additional annual informational filings shall be made as of the last day of April of each calendar year that these Affiliate Standards are in effect.

(C) Special Informational Filing

1. In addition to the other filings required by Paragraphs (A) and (B) of this Section III, Company shall make a special informational filing detailing the transfer by Company to a Non-Utility Affiliate of: (i) any confidential public utility information, including customer lists, to be used for non-utility purposes; or (ii) any intellectual property whose original cost exceeds \$500,000. Such a special informational filing shall address any covered transfers during the applicable period
2. These special informational filings shall be made as of the last day April of each calendar year that these Affiliate Standards are in effect.

(D) Confidentiality Agreement and Protective Orders

Company shall have the right either to seek a protective order from the Commission or a court of competent jurisdiction, or to require the OUCC to enter into a reasonable confidentiality agreement, to protect and safeguard confidential, proprietary or competitively sensitive information concerning its Affiliates that may be contained in any of the filings required by this Section III.

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IV. DEFINITIONS

When used in these Affiliate Standards, the following terms shall have the respective meanings set forth below, and when the defined meaning is intended the term is initially capitalized.

- (A) “Affiliate” means an Entity that is Duke Energy Indiana’s Holding Company, a Subsidiary of Duke Energy Indiana or a Subsidiary of any tier of Duke Energy Indiana’s Holding Company (other than Company).
- (B) “Affiliate Contract” means an Affiliate Operating Contract, an Affiliate Sales Contract, an Affiliate Surety Contract, a Section 205 Contract, or an amendment to any such contract; provided, however, that “Affiliate Contract” does not include the Service Agreements identified as Petitioner’s Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission, but “Affiliate Contract” does include amendments to such Service Agreements.
- (C) “Affiliate Operating Contract” means a contract, other than a Section 205 Contract, between Company and one or more of its Affiliates providing for the operation of any part of Company’s generating, transmission and/or distribution facilities by such Affiliate(s).
- (D) “Affiliate Sales Contract” means a contract, other than an Affiliate Operating Contract or a Section 205 Contract, between Company and one or more of its Affiliates involving the purchase or sale of Assets, Goods or Services.
- (E) “Affiliate Surety Contract” means a contract between Company and one or more of its Affiliates involving the assumption by Company of any liability as guarantor, endorser, surety, or otherwise in respect of any security or contract of an Affiliate.
- (F) “Affiliated Wholesale Power Marketer” means: (i) an Affiliate that is an Exempt Wholesale Generator; (ii) an Affiliate that is a Power Marketer; and (iii) Duke Energy Ohio’s electric wholesale merchant and electric generation functions to the extent that such electric wholesale merchant and electric generation functions remain subject to Am. Sub. S.B. 3, Gen. Assem. (Ohio 1999), codified primarily at Ohio Rev. Code Ann. §4928.01 *et seq.*, to restructure Ohio’s electric utility industry so as to achieve retail competition in the electric generation component of public utility service, as in effect on the date of consummation of the Merger, but “Affiliated

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Wholesale Power Marketer” shall not include Duke Energy Ohio’s electric transmission and distribution functions.

- (G) “Assets” means any land, plant, equipment, franchises, licenses, or other intangibles, or rights to use assets.
- (H) “Duke Energy Ohio” means Duke Energy Ohio, Inc. formerly known as The Cincinnati Gas & Electric Company, or any successor in interest.
- (I) “Commission” means the Indiana Utility Regulatory Commission, or any successor governmental agency.
- (J) “Commission Staff” means the staff of the Commission.
- (K) “Entity” means a corporation, limited liability company or a natural person.
- (L) “Exempt Wholesale Generator” means an Entity which is engaged, directly or indirectly through one or more affiliated Entities, exclusively in the business of owning or operating all or part of a facility for generating electricity and selling electricity at wholesale and who: (i) does not own a facility for the transmission of electricity, other than an essential interconnecting transmission facility necessary to affect a sale of electricity at wholesale; and (ii) has applied to the FERC for a determination under 15 U.S.C. 79z-5a.
- (M) “FERC” means the Federal Energy Regulatory Commission, or any successor governmental agency.
- (N) “Federal Power Act” means 16 U.S.C. 792 *et seq.*, or any successor statute.
- (O) “Goods” means any goods, inventory, products, materials, supplies, appliances, or similar property (but not electric energy and/or capacity)
- (P) “Merger” means the merger of Cinergy Corp. and Duke Energy Corporation.

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- (Q) “Non-Affiliated Wholesale Power Marketer” means: (i) an Exempt Wholesale Generator that is not an Affiliate; and (ii) a Power Marketer that is not an Affiliate.
- (R) “Non-Regulated” means not regulated by a state utility regulatory commission with respect to rates, charges or prices paid by an end-use customer.
- (S) “Non-Utility” means not a public utility.
- (T) “Non-Utility Affiliate” means an Affiliate which is neither a public utility nor a Utility Service Company.
- (U) “OUCC” means the Indiana Office of Utility Consumer Counselor, or any successor governmental agency.
- (V) “Power Marketer” means an Entity which: (i) becomes an owner or broker of electricity for the purpose of selling electricity at wholesale; (ii) does not own electric transmission or distribution facilities in a state; (iii) does not have a certified retail electric service area; and (iv) has been granted authority by the FERC to sell electricity at market-based rates.
- (W) “Duke Energy Indiana” means Duke Energy Indiana, LLC formerly known as PSI Energy, Inc., or any successor in interest.
- (X) “Duke Energy Indiana’s Holding Company” means Cinergy Corp. and Duke Energy Corporation, or their respective successors in interest, or any Entity that owns directly or indirectly ten percent (10%) or more of the voting capital stock of Cinergy Corp. or Duke Energy Corporation, or their respective successors in interest; provided, however, for purposes of Section II(B) and Section III of these Affiliate Standards such “ten percent (10%) or more” voting capital stock requirement shall be “fifty percent (50%) or more”.
- (Y) “Public Utility Holding Company Act of 2005” means Pub. L. No. 109-58, 119 Stat. 594 (2005), §§ 1261 *et seq.*, or any successor statute.
- (Z) “Regulated” means regulated by a state utility regulatory commission with respect to rates, charges or prices paid by an end-use customer.

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- (AA) "Review Period" means a period of thirty (30)-consecutive calendar days commencing on the first day immediately following the date that Company submits an Affiliate Contract to the Commission's Chief Operating Officer (or such other person as the Commission may designate from time to time) for the Commission's Staff's review, which period precedes Company's filing of such Affiliate Contract with the Commission pursuant to Ind. Code § 8-1-2-49, or any successor statute.
- (BB) "SEC" means the Securities and Exchange Commission, or any successor governmental agency.
- (CC) "Section 205 Contract" means an interconnection, interchange, pooling, operating, transmission, power sale or ancillary power services contract or similar contract entered into between Company and a Utility Affiliate and/or a Utility Service Company and subject to regulation by the FERC pursuant to Section 205 of the Federal Power Act, 16 U.S.C. 824d, or any successor statute.
- (DD) "Service Agreement" means a contract under which a Utility Service Company provides Services.
- (EE) "Service Company" means a Utility Service Company.
- (FF) "Services" means the performance of activities having value to one party, such as managerial, financial, accounting, legal, engineering, construction, purchasing, marketing, auditing, statistical, advertising, publicity, tax, research, and other similar services (but not public utility services).
- (GG) "Subsidiary" means any corporation ten percent (10%) or more of whose voting capital stock is controlled by another Entity; Subsidiaries of Company are those corporations in which Company owns directly or indirectly (or in combination with Company's other Affiliates) ten percent (10%) or more of such corporation's voting capital stock; provided, however, for purposes of Section II(B) and Section III of these Affiliate Standards such "ten percent (10%) or more" voting capital stock requirement shall be "fifty percent (50%) or more".
- (HH) "Utility Affiliate" means an Affiliate of Company which is also a public utility.

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(II) "Utility Money Pool Agreement" means the agreement identified as Petitioner's Exhibit G-2 in Cause No. 42873 before the Commission.

(JJ) "Utility Service Company" means an Affiliate whose primary business purpose is to provide administrative and general or operating Services to Company and Utility Affiliate(s).

V. MISCELLANEOUS**(A) Headings**

The descriptive headings of the various Sections, Paragraphs, and other provisions of these Affiliate Standards have been inserted for convenience of reference only and shall not define, modify, restrict, construe, or otherwise affect the construction or interpretation of any provisions of these Affiliate Standards.

(B) Changes

No changes to these Affiliate Standards shall be effective unless and until approved by order of the Commission. The effective date of any change to these Affiliate Standards shall be the effective date of the Commission's order approving such change.

(C) Certain Effective Affiliate Contracts

The following Affiliate Contracts shall be effective as of the effective date of the Commission's order approving these Affiliate Standards:

1. The Affiliate Contract identified as Petitioner's Exhibit I-1 in Cause No. 42873 before the Commission;
2. The Affiliate Contract identified as Petitioner's Exhibit I-2 in Cause No. 42873 before the Commission;
3. The Affiliate Contract identified as Petitioner's Exhibit I-3 in Cause No. 42873 before the Commission;

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4. The Affiliate Contract identified as Petitioner's Exhibit F-1 in Cause No. 42873 before the Commission; and
5. The Affiliate Contract identified as Petitioner's Exhibit G-2 in Cause No. 42873 before the Commission.

(D) Replacement for Affiliate Guidelines

As of the effective date of these Affiliate Standards, these Affiliate Standards replace and supersede the Affiliate Guidelines included as Section Two of Company's Retail Electric Tariff, IURC No. 14. Company shall include these Affiliate Standards as Section Two of its applicable Retail Electric Tariff.

(E) No Affect on Federal Rights

Nothing in these Affiliate Standards shall be interpreted to affect, modify or alter in any way the rights of any Entity to petition the SEC regarding any Affiliate Contract, or to file a complaint with the FERC under Section 206 of the Federal Power Act regarding any Affiliate Contract, or to exercise any right under Section 1275(b) of the Public Utility Holding Company Act of 2005 regarding any Affiliate Contract.

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Benton	
Boone	Madison
Brown	Marion
	Martin
Carroll	Miami
Cass	Monroe
Clark	Montgomery
Clay	Morgan
Clinton	
Crawford	Orange
	Owen
Daviess	
Dearborn	Parke
Decatur	Pike
Delaware	Posey
Dubois	Putnam
Fayette	Randolph
Floyd	Ripley
Fountain	Rush
Franklin	
Fulton	Scott
	Shelby
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Grant	Switzerland
Greene	
	Tippecanoe
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Hancock	
Harrison	Union
Hendricks	
Henry	Vermillion
Howard	Vigo
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Jackson	Warren
Jefferson	Warrick
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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

1. Definitions

For the purpose of better understanding this tariff, the words and expressions listed below shall have the following meanings:

Abbreviations: The following abbreviations will be used:

Horsepower	- HP
Kilovolt-ampere(s)	- kVA
Kilowatt(s)	- kW
Kilowatt-hour(s)	- kWh
Load Factor	- LF
Overhead System	- OH
Power Factor	- PF
Reactive Kilovolt-ampere(s)	- kVAr
Reactive Volt-ampere(s)	- VAr
Reactive Kilovolt-ampere(s) Hours	- rKVAh
Underground System	- UG
Volt-ampere(s)	- VA
Watt(s)	- W

Add Consumption: The algebraic sum of readings of multiple metering points for one customer at one premise as though the customer's energy delivery were through one meter.

Agreement or Application: A contract or service request for a supply of electric service.

Apartment: Premises containing two or more individual residential dwelling units. Hotels, tourist camps, motels, hospitals, nursing homes, *etc.*, consisting primarily of guest rooms and/or transient accommodations, are not included.

Auxiliary Service: Service supplied for a part of Customer's load requirements, the wiring for which is entirely separate and apart from the wiring to the remainder of Customer's electric requirements when the latter are furnished by Customer's privately-owned generating equipment.

Billing kW or Billing kVA: Customer's maximum load expressed in kW or kVA (as adjusted in accordance with the applicable rate) which will be used in the calculation of the bill.

Billing Cycle: Company's schedule for meter reading and billing which distributes the starting dates for billing periods throughout the month.

Billing Period or Month: The interval between two consecutive meter readings that are taken for billing purposes. Such readings will be taken as nearly as practicable every 30 days. All rate schedules are on the basis of charges per month unless otherwise specifically stated in the rate schedule.

Breakdown, Reserve or Standby Capacity: Service available for Customer's load requirements in whole, or in part, for use in the event of temporary failure of Customer's privately-owned generating equipment.

Commission: Indiana Utility Regulatory Commission - the regulatory body in Indiana.

Company: Duke Energy Indiana, LLC, sometimes referred to as Duke Energy Indiana or Duke Energy.

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Contract Year: Twelve consecutive billing periods used in the application of rate schedules.

Contracted Capacity: Customer's specified load requirements expressed in kW or kVA for which Customer contracts and Company is obligated to supply.

Cost of underground service extension: The actual incremental cost of establishing underground service to a customer from the Company's standard for service.

Cost of modifications to service extensions: The Company's cost of altering any service extension after initial installation and before the expiration of its useful life.

Customer: Any person, corporation, municipality, governmental agency or other entity receiving, and agreeing to pay for, electric service from the Company.

Delivery Point: The point of the physical connection between Company's and Customer's facilities beyond which point Customer receives and assumes responsibility and liability for the service rendered.

Delivery Voltage: The voltage of Company's facilities at the delivery point.

Distribution Line: Any electric line of Company operated at a nominal voltage of 34,500 volts or less.

Distribution Network: The underground distribution system and/or the overhead distribution system.

Energy: The active component of the quantity of supply expressed in kWh.

Horsepower: A unit of delivered power typically used to rate the nominal size of a motor and the load or demand which such motor imposes on an electric supply system. The horsepower rating of a motor can be converted into kilowatts, as follows:

$$1 \text{ HP} = 0.746 \text{ kW}$$

kVa: 1,000 volt-amperes (VA). The kW of a given load divided by the corresponding power factor expressed as a decimal is equal to the kVa, for example:

$$600 \text{ kVA} = \frac{540 \text{ kW}}{0.90 \text{ PF}}$$

kVAR: 1,000 reactive volt-amperes (VAR)

kW: 1,000 Watts

kWh: The use of the active component of power where 1 kWh is equal to 1 kW used for 1 hour.

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For example, a 10 Watt light bulb used continuously for 730 hours is equal to 7.3 kWhs:

$$\begin{aligned} 10 \text{ Watts} &= 0.01 \text{ kW and} \\ 0.01 \text{ kW} \times 730 \text{ Hours} &= 7.3 \text{ kWhs} \end{aligned}$$

Load Factor: Monthly kWh consumed divided by the product of the average hours per month (730 hours) times the kW maximum load in the month, expressed as a percentage.:

$$\frac{1000 \text{ kWh}}{5 \text{ kW} \times 730 \text{ Hrs per Month}} = 27.40\%$$

Maximum Load: The maximum integrated rate of use of power during a specified time interval as provided in the rate schedule, expressed in kW or kVa

Meter: The complete installation of equipment needed to measure the maximum load and/or energy supplied to Customer.

Meter Voltage: The voltage at which service is metered irrespective of the delivery voltage.

Nominal Voltage: The designated voltage assigned to a circuit or system of a given voltage class for the purpose of convenient identification.

Overhead System: Those parts of Company's distribution system which are constructed on and supported primarily by wooden poles.

Power Factor (PF): The ratio of active power expressed in kW to apparent power expressed in kVA:

$$0.90 \text{ PF} = \frac{540 \text{ kW}}{600 \text{ kVA}}$$

Premises: A distinct portion of contiguous real estate on which is located the living quarters for the use of a single family, or the main building or main operation of a commercial or industrial Customer and which may include the immediate outlying or adjacent buildings used by the same Customer, provided the use of service in the immediate outlying or adjacent buildings is supplemental and is similar to the type of service used in the main residence, main building or main operation.

Primary Direct Service: Service at a delivery voltage of 2,400 to 34,000 volts provided directly from a distribution substation. Service may come from a dedicated substation, or from a proximate distribution circuit that does not serve other primary and/or secondary served customers. Applicability is subject to Duke Energy Indiana's determination.

Primary Line: Any distribution line of the Company operated at a nominal voltage between 2,400 volts and 34,500 volts.

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Rate Schedule: A part of the tariff which sets forth the availability and charges for service supplied to a particular class of customers.

Reactive Volt-Amperes (VAR): Represents the product of volts and amperes that are out of phase with each other known as the reactive component of power.

Residential Dwelling Unit: An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.

Rider: A part of the tariff setting forth supplemental provisions applicable to specific rate schedules.

rKVAh: The metered use of the reactive component of power.

Secondary Line: Any distribution line of Company operated at a voltage under 600 volts.

Service: The supply of electric energy delivered by Company to Customer.

Service Conductors: Company's wires extending from the point of connection with Company's supply line to the delivery point.

Substation: The electric equipment and structures, including transformers, switches, protective devices and other apparatus necessary to transform energy from a transmission or primary line voltage.

Supplemental Service: Service which is normally supplied from Company's facilities in addition to service supplied by Customer's privately-owned generating equipment.

Tariff: The entire body of rate schedules, riders, general terms and conditions for electric service.

Transmission Line: Any electric line of Company operated at a voltage above 34,500 volts.

Underground System: Those parts of Company's distribution system which are constructed and installed underground.

Volt-Amperes (VA): Apparent power and equal to the vectorial sum of the active and reactive components of power.

Volt-Amperes (VAR): Reactive component of power.

Watt (W): Active component of power.

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2. Tariff on File

- 2.1 A copy of the Tariff is on file with the Commission, available on the internet at address <https://www.duke-energy.com/home>. A copy of the Rules and Regulations of Service for Electrical Utilities in Indiana is also available on the internet at http://www.in.gov/legislative/iac/iac_title?iact=170.
- 2.2 The Commission has continuing jurisdiction over the Tariff in its entirety. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time in the manner prescribed by the Public Service Commission Act of Indiana (as amended) or by other applicable laws, and any such changes, when approved by the Commission, will supersede the present Tariff.
- 2.3 The General Terms and Conditions for Electric Service sets forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable. In case of conflict between any provision of a Rate Schedule and/or ~~Rider Tariff~~ and the General Terms and Conditions for Electric Service, the provisions of the Rate Schedule and/or ~~Rider Tariff~~ shall prevail.
- 2.4 Company shall have the right to execute contracts for service under any Rate Schedule and ~~Rider Tariff~~. Company shall also have the right to execute other contracts for service which may contain provisions not included in the Tariff, provided, however, specific approval by the Commission of such contracts shall be obtained by Company.
- 2.5 Company may implement programs which contain provisions that deviate from the General Terms and Conditions for Electric Service, Rate Schedules, and/or ~~Rider Tariffs~~ with Commission approval.

3. Application, Service Request or Contract

- 3.1 An application in the form of Company's service request or a contract, and a service deposit as provided for in Section 4 hereof, may be required by Company before service will be provided.
- 3.2 Company shall have the right to ~~reject any application for service made by~~, **require payment for unpaid prior service balances** or for the benefit of, a former Customer who is indebted to Company for the same class of service previously supplied at any premises in the Company's service area, or for any other valid or legal reason.
- 3.3 Certain rate schedules specify a minimum term of contract. In the absence of such requirement in any rate schedule, Company may require a term of contract commensurate with the size of Customer's load which Company is obligated to serve and/or the cost to Company of making service available.
- 3.4 No agent or employee of Company has the authority to amend, modify, alter or waive any part of the Tariff.
- 3.5 In written contracts, no promises, agreements or representations of an agent or an employee of Company shall be binding unless such promises, agreements or representations were incorporated in the contract before its execution and approval.

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- 3.6. The benefit and obligations under any service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto; provided, however, that no assignment shall be made by Customer without first obtaining Company's written consent. Company may require the successor either to execute with Company an assignment agreement wherein the successor-Customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.
- 3.7 Whether manually or remotely initiated the act of taking service shall constitute an application for service and not relieve a customer from making a service deposit.

4. Service Deposit

- 4.1 Customers applying for residential service (Rate RS) may be required to pay a deposit if they fail to establish their credit worthiness as determined by the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission. For all other service customers, a service deposit, irrevocable letter of credit or surety bond equal to one-sixth (1/6) of the Customer's expected annual billing may be required.
- 4.2 A new or additional deposit may be required from a present residential customer pursuant to the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission, or when (1) the customer has been mailed disconnect notices for two (2) consecutive months; (2) the customer has been mailed disconnect notice for any three (3) months within the preceding twelve (12) month period; or (3) the service to the customer has been disconnected within the past four (4) years pursuant to 170 IAC 4-1-16. A new or additional deposit may be required from existing non-residential customer based on the customer's overall financial condition or creditworthiness, which may include external information obtained from credit reporting agencies and public records, provided such new deposit will not exceed one-sixth (1/6) of the customer's estimated annual revenue. A residential or non-residential customer may contact the Company's customer service center for questions about the deposit.
- 4.3 No deposit will exceed one-sixth (1/6) of a residential customer's expected annual billings at the address at which service is rendered. A new residential customer may make the payment in equal installments over a period of eight weeks if the amount of the deposit is more than seventy dollars \$70. A residential customer already receiving service may pay a deposit which exceeds \$70 over two billing cycles, or approximately 60 days.
- 4.4 Service deposits shall earn simple interest at a rate of 5% from the date of deposit until service is discontinued or Company makes a refund of such deposit.
- 4.5 Such service deposit plus accrued interest minus the amount of any unpaid bills shall be returned to Customer upon discontinuance of service for which such deposit was made. For residential customers, such service deposit plus accrued interest shall be refunded, without request by the Customer, upon satisfactory payment by the Customer for a period of either 9 successive months or 10 out of any 12 consecutive months, provided the Customer did not make late payments for any 2 consecutive months.

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5. Service to be Furnished

- 5.1 When requested by the Company, Customer shall advise Company fully with respect to (1) the location of premises where service is desired and (2) all equipment to be operated.
- 5.2 Company shall advise Customer concerning the character of service to be supplied, and shall determine the location of the delivery point, and the location of the meter.
- 5.3 As the facilities provided by Company for supplying service to Customer have definite capacity limitations, Customer shall not make any significant increase in requirements without sufficient advance notice to Company in order to provide a reasonable time in which Company may increase the capacity of its facilities. Failure to provide such notice to Company shall make Customer liable for damages which may be occasioned to the meters or other facilities by overload.
- 5.4 Before Company will make any changes in its facilities to increase capacity to a customer, a new application or contract for service may be required by the Company.
- 5.5 Non-Residential Customers may elect to receive enhanced service analytics through voluntary participation in the **Energy Profiler Online (EPO)** program. For **\$15** per meter per month EPO provides configurable interval data to customers on a day behind basis to help them make informed energy decisions.

6. Character of Service

6.1 Available Voltages and Transformer Size Limits

Voltage	Transformer Size Limits	Availability
Single Phase - 120/240 Volts	167 KVA	OH & UG
Network and/or Designated Areas 120/208 Volts 3 Wire	40 KVA	OH & UG

Voltages listed below are not available at all locations. The Company must be consulted regarding their availability at any particular location.

When Customer's load requirements are greater than the maximum listed below, the Company will supply additional facilities at the same location, which facilities at the Company's option may be considered excess facilities.

Voltage	Transformer Size Limits	Service Availability
Three Phase - 120/208 Volts Wye	1,000 KVA 300 KVA	UG OH
Three Phase - 120/240 Volts 4 Wire Open Delta	1 - 50 KVA 1 - 100 KVA	(1) OH

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Three Phase -
240 Volts Open Delta 2 - 50 KVA (2) OH

Three Phase -
277/480 Volts Wye 25000 KVA UG
 500 KVA OH

(1) Customer Size Limit 150 KVA (1 - 100 KVA and 1 - 50 KVA Transformers).

(2) Customer Size Limit 100 KVA (2 - 50 KVA Transformers).

6.2 Single Phase

Appliances or devices with a rating of greater than 20 amps shall be connected at 240 volts.

Single phase motors up to but not exceeding 10 horsepower may be connected to a single phase "lighting service" under the following conditions:

- (a) Single phase motors not in excess of 3/4 horsepower may be wound for 120 or 240 volts and may be operated from a lighting branch circuit.
- (b) Single phase motors 1 horsepower to 10 horsepower, inclusive, must be wound for 240 volts, be connected across the 240 volt legs of a 120/240 volts, 3 wire service, and be operated from a branch circuit separate from any lighting.
- (c) Upon approval by Company, single phase service will be made available to a phase converter where system conditions permit and where the name plate rating of the largest three phase motor does not exceed 50 horsepower and where the combined name plate ratings of all three phase motors does not exceed 75 horsepower.
- (d) Service to any intermittent or highly fluctuating load must be reviewed and approved by the Company prior to the installation of such equipment.

Service to any motor rated greater than 10 horsepower must be reviewed and approved by the Company prior to the installation of such equipment. Upon approval, service to any motor rated greater than 10 horsepower will be considered a power installation and will be served under the Company's applicable power rates, with the exception of a "soft-start" single phase motor in excess of 10 horsepower where the starting current of such a motor does not exceed the starting current of an equivalent conventional 10 horsepower single phase motor and where system conditions permit.

6.3 Three Phase

The Company supplies different voltages and types of polyphase service in various locations. In all cases, the Company must be consulted regarding the character of service available at any particular location.

The Company will supply single phase or polyphase service for power in accordance with the following general provisions:

- (a) Installations having a motor load aggregating 10 horsepower or less will ordinarily be supplied with single phase service. Customers requiring polyphase service within this rating should consult the Company regarding the availability of such service for their particular application.
- (b) Installations having a motor load aggregating more than 10 horsepower may be supplied

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either single phase or polyphase service, depending upon the particular application and the availability of polyphase service at the Customer's premises.

- (c) All customer loads shall be energized in such a manner that the Company's system will not experience undue disturbances, unbalance or voltage fluctuations. To determine customer compliance, the Company may use applicable standards such as ANSI C84.1-1995, IEEE 519, USDA Handbook 696, IEC 61000-3-7 and IEC 61000-4-15, their successor standards or other standards as they may apply.
- (d) In cases where a customer's load may cause undue disturbance, unbalance or voltage fluctuation on the Company's system, the Company shall be consulted prior to installation. The Company may require, at its discretion, mitigation devices including, but not limited to, motor starting devices, static VAR compensators or filters as may be necessary for use with any device (e.g., motor, welder, electric furnace, heating devices, etc.) to prevent undue disturbance, unbalance or voltage fluctuation on the Company's system.

6.4 Service at Primary Distribution Line Voltages

Voltages listed below are not available at all locations:

Three Phase 2400/4160 Volts Wye
Three Phase 7200/12470 Volts Wye Three
Phase 8000/13800 Volts Wye Three
Phase 19900/34500 Volts Wye

Company Engineering personnel must be consulted in each case relative to service availability and transformer size limits.

6.5 Service at Transmission Line Voltages

Customers may be supplied at the following voltages as determined and specified by Company:

Three Phase 69 KV
Three Phase 138 KV
Three Phase 230 KV
Three Phase 345 KV

The Company Engineering Department at the Corporate Offices must be consulted in each case relative to service available and transformer size limits.

6.6 Point of Service Connection

A. Overhead Service

The Company will designate the point at which the overhead service lines will be connected to the Customer's facilities. The Customer's wires, at the point of connection with the Company's lines, shall extend at least three feet beyond the outer end of any conduit, weatherproof fitting, or insulator in order to facilitate this connection.

B. Underground Service

Underground service is subject to special conditions and policies making it necessary to consult the Company before wiring or rewiring the premises. When underground service is supplied, the Company will designate the point at which Company underground lines

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will be connected to Customer's Facilities.

C. Underground Network Services

In areas where service is supplied from an underground Distribution Network system the Customer shall make arrangements with the Company for the Company to install the service connection. The Company will install, own and maintain a continuous run of cable conductors, including necessary ducts from the manhole or connection box, which is located adjacent to Customer's premises, to the meter location. In cases where the service connection extends more than ten feet inside the Customer's premises, the Customer shall reimburse the Company for the amount of the cost of such additional extension on Customer's premises. The right and title to all equipment so furnished by Company shall be and remain in Company.

D. Change of Service

Any changes made in service connections (either overhead or underground) at the Customer's request, after the original installations, shall be at the Customer's expense.

7. Predication of Rates

- 7.1 Company's rate schedules, except as provided for in items (1), (2), and (3) hereunder, are predicated upon the supply of service to one premises, at one standard voltage, at one delivery point and through one meter for the ultimate use by one Customer.
- (1) When service is supplied to an individual residential dwelling unit primarily for serving one family and where boarders or roomers are accommodated for incidental income, the service will be provided under the residential rate schedule.
 - (2) When service is supplied to a residential dwelling unit where the use is primarily for the accommodations of roomers or boarders, the service will be provided under a nonresidential rate schedule, unless separate circuits are furnished by Customer to permit Company to separately meter and bill the residential and nonresidential uses.
 - (3) When the principal use of service supplied to a residential dwelling unit is 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 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the nonresidential use is less than the residential use on the premises. When the nonresidential equipment and/or use exceeds the above stated limits, the Customer will be required to separate his wiring so that the nonresidential use may be metered separately, and the nonresidential use will be billed under the appropriate nonresidential rate schedule or the entire service will be billed under the appropriate nonresidential rate schedule.
 - (4) Where Company has already supplied a service to a primary residential dwelling unit and when the principal use of a second service to a secondary residential dwelling unit (i.e., garages, storage buildings, pool houses, etc.) on the same premise, is for residential purposes, then such second service will be provided under the residential rate schedule as a separate account. Add consumption, in such situations, is not permitted. However, if the energy used will be for nonresidential purposes and exceeds the parameters of section (3) above, the nonresidential use will be billed under the appropriate nonresidential rate schedule.

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- 7.2 Except for the provisions of subdivision 7.1 above, when service supplied on one premise involves more than (1) one service classification, or (2) one standard voltage, or (3) one delivery point, each such service shall be separately metered and billed unless the rate schedule or ~~Rider Tariff~~ specifically provides for more than one voltage and the combining of the meter readings, or when the service is supplied in such manner for Company's operating convenience or to meet legal requirements.
- 7.3 Add consumption is not permitted for customers served at primary and higher voltages except in such cases where it is impractical to electrically serve the customer through one delivery point.
- 7.4 Secondary customers, who are taking service at a location where multiple customers were previously served, may have their meter readings added together, up to a maximum of nine (9) meters. Customer will pay the monthly connection charge of the appropriate rate schedule for each meter. Other secondary customer add consumption situations are not permitted except in such cases where it is impractical to electrically serve the customer through one delivery point.

8. Rate Schedule Selection

- 8.1 When more than one rate schedule is available for the service requested, Customer shall designate the rate schedule on which the application or contract shall be based. Company will assist Customer in the selection of the rate schedule best adapted to Customer's service requirements, provided, however, that Company does not assume responsibility for the selection or that Customer will at all times be served under the most favorable rate schedule.
- 8.2 Customer may change his rate schedule selection to another applicable rate schedule after twelve (12) months participation on the prior rate by either submitting written notice to Company and/or by executing a new contract for service. All rate changes must conform to the terms of the desired rate. In no case will the Company refund any monetary difference between the rate schedule under which service was billed in prior periods and the newly selected rate schedule.

9. Service Extensions/Modifications

- 9.1 Unless otherwise provided in the Company's rate schedules or rules and regulations, the Company will extend its lines and facilities in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission.
- 9.2 Whenever, in the opinion of the Company, the necessary expenditure to make connection to an applicant for service is not warranted by the Company's estimate of prospective revenues to be derived therefrom, or whenever, in the opinion of the Company, the permanence of the Customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service connection in accordance with the applicable ~~Standard Contract Rider Tariff~~ No. 52 - Line Extension - Advance Deposit.
- 9.3 If a customer, person, corporation, municipality, government agency or other entity request for their convenience, or by their actions, requires that utility facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the utility may require the customer to make payment to it of the full cost of performing such service.

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10. Company Equipment on Customer's Premises

- 10.1 Customer shall furnish Company a satisfactory location for and provide safe access to Company's meters and other equipment necessary to provide and measure service, and shall also furnish Company the rights on, over or under Customer's premises necessary to install, operate and maintain Company's other facilities required to supply service to Customer. Company reserves the right to make the final decision as to the location of the meter on Customer's premises.
- 10.2 When Customer is not the owner of the premises and/or of the adjacent premises, Customer shall furnish Company with satisfactory easements for the location of Company's facilities on the premises and/or on the adjacent premises.
- 10.3 When Company's transformers, meters, or other facilities are to be installed indoors on Customer's premises, Customer shall furnish without cost to Company a suitable room or vault for housing the equipment; provided, however, that Company shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements (1) of the National Electrical Code, (2) of any Federal, state or local laws or regulations, and (3) of any policies of the Company in effect at the time of the installation.
- 10.4 Company may change the location of any or all of its facilities upon request of Customer, provided (1) such change will not interfere with or jeopardize Company's service either to Customer requesting the change or to other customers of Company, and (2) Customer shall be required to bear all or a portion of the expense of such change.
- 10.5 Customer shall provide reasonable protection from loss or damage to Company property and may be liable to Company in the event of such loss or damage caused by the negligence of Customer or any agent or employee of Customer.
- 10.6 Customer shall not disconnect, change connections or otherwise interfere with Company's meters or other property and shall be responsible to Company for permitting anyone who is not an agent or employee of Company to tamper with Company's property.
- 10.7 All facilities installed by Company shall be and remain the property of Company unless a contract expressly otherwise provides, and Company shall operate and maintain its property.
- 10.8 Properly authorized employees or agents of Company shall have the right to enter upon the Customer's premises at all reasonable times for the purpose of meter reading, inspecting, testing, repairing or replacing any or all of Company's property used in supplying any service to the Customer.
- 10.9 Upon termination of a contract or discontinuance of service, Company shall have the right to remove all of its property from Customer's premises.

11. Customer's Installation

- 11.1 Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to Company's property and system against fault originating beyond the delivery point to Customer.
- 11.2 All such Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electric Code, any Federal, state or local law, and Company requirements in effect at the time of installation.
- 11.3 The use of Customer's equipment shall not adversely affect Company's system or service

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supplied by Company to other customers.

- 11.4 Power factor correction equipment, owned and installed by Customers served under a rate schedule where kVA is used to determine the Billing Maximum Load, shall be installed either on the load side of the delivery point or on the load side of the metering point, whichever point determines the Customer's equipment ownership.
- 11.5 Company does not under any circumstances assume any responsibility in connection with Customer's installation, and Customer shall at all times be responsible for the character and condition of such equipment installations.
- 11.6 Subsequent to installation of Company's facilities, Customer shall not make changes to the location which create violations of the National Electrical Code, any Federal, State or Local laws or that creates unsafe conditions for operation of Company or Customer equipment.

12. Rendering and Payment of Bills

- 12.1 Bills for service will be rendered monthly at intervals of approximately thirty days and will be based on the charges set forth in the rate schedules and are payable using any of the Company's current payment options.
- 12.2 All bills are rendered as "net" bills which will be subject to a late payment charge of 3% of net bill when not paid within 17 days following the mailing of the bill; provided, however, that any Customer requesting an Adjusted Due Date shall be allowed an additional period of time for payment of the net bill as hereinafter provided. Company may, at its option, forego the assessment of a late payment charge.

Pick Your Own Due Date is available to residential customers with smart meters. This program allows residential customers to choose what day their bill is due each month. This change in due date may result in one billing period with a longer or shorter cycle. Customers who enroll in this program can pick their monthly due date, and the due date can be changed once every 12 months.

~~Pick Your Own Due Date allows a customer to choose what day their bill is due each month. This change in the due date may result in one billing period with a longer or shorter cycle, which could affect the amount of the first bill the customer receives.~~

~~Pick Your Own Due Date Eligibility: All active, eligible residential with smart meters and non-residential accounts with an AMI-MDM certified meter will be able to request enrollment and select their preferred due date. Account status must be Active or Pending with no active installment plan or regulated charges more than 23 days past due. Consolidated billing accounts are not eligible for this program.~~

~~Pick Your Own Due Date Program Details:~~

- ~~• Customers who enroll in the program can pick their monthly due date.~~
- ~~• Due dates can be changed once every 12 months.~~
- ~~• If the due date falls on a holiday or weekend, the payment will be due the next business day.~~
- ~~• Customers should visit the program's webpage for additional details or to enroll: Pick Your Own Due Date - Billing - Duke Energy (duke-energy/home.com)~~

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Preference Pay is available to residential customers without a smart metering/AMI-MDM requirement. ~~A This program allows a residential customer's bill to choose what day their bill is due each month. This change in due date may result in one billing period with a longer or shorter cycle. Customers who enroll in this program can pick their monthly due date, and the due date can be changed once every 12 months.~~

~~date can be adjusted a maximum of 10 days (e.g., if a customer's actual due date is the 5th, they will have the option to change their due date up to 10 days – giving them the option to change to a due date between the 6th and the 15th (excluding weekends and holidays). Customers must contact the company for additional details or to enroll.~~

- 12.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Company will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Company will issue a duplicate.
- 12.4 ~~Initial or final Bills for service supplied for not less than 26 days or for not more than 34 days will be calculated on the basis of the applicable rate schedule. A billing for a period covering a shorter period than 26 days or a longer period than 345 days will be calculated on a 30 day basis on the basis of the proportion that the number of days of actual service bears to the number of days in the bill cycle.~~
- 12.5 Final bills will be due and payable at the time of discontinuance of service.
- 12.6 When Company is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked.
- 12.7 In the event Company's meter fails to register properly for any reason, Company shall estimate Customer's energy use and/or maximum load during the period of failure based on such factors as Customer's normal load and energy usage during a like corresponding period.
- 12.8 When Company has discontinued service for nonpayment of a bill, as provided for in subdivision 14.2(a), a reconnection charge is required. When possible, service will be reconnected remotely at a cost of \$8. If manual reconnection is required a reconnection charge of \$37 will be charged.
- 12.9 When customer requests Company to provide non-emergency service, including manual reconnection of customers for disconnection for non-payment, outside of normal working hours (7:30 AM through 3:30 PM) Monday through Friday, customer will be charged \$250 per trip.
- 12.10 When Company is required to reprocess a check rendered for payment of a Customer bill, a handling charge of \$20.00 shall be added to the Customer's billing.

13. Customer's Request to Discontinue Service

- 13.1 Customer who has not contracted for service for a specified term may have service discontinued by giving notice to the Company of the date on which Customer desires that service be discontinued. Company will endeavor to obtain the final meter reading on the date Customer specifies their notice, but shall not be obligated to do so unless Customer's notice provides Company at least three working days. Customer shall be obligated to pay for service rendered to the premises until the final meter reading is obtained by Company.
- 13.2 Customer who has contracted for service for a specified time may have service discontinued by giving notice to the Company and agreeing to pay for service used to the date of

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disconnection. Customer shall also be liable for the minimum charges which would be due Company for the remaining period of the contract in accordance with the contract provisions.

14. Company's Right to Protect Public Safety Through Theft Deterrence Charges and/or Refuse or Discontinue Service

14.1 Company may refuse or discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:

- (a) When, in the Company's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
- (b) When emergency repairs must be made to Company's facilities or system;
- (c) Due to the threat to public safety tampering with Company equipment creates, the detection of tampering with Company equipment (e.g. metering), can result in a \$200 charge for residential customers or a \$1,000 charge for non-residential customers in addition to required payment of the lost revenues the Company incurred for estimated tampering. At the Company's discretion particularly dangerous or repeated instances of tampering may result in both the assessment of charges and the discontinuance of future service.
- (d) When ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency.

14.2 Company may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) with reasonable notice for any of the following reasons in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission:

- (a) When any bill remains unpaid;
- (b) When planned repairs are to be made to Company's facilities or system;
- (c) When Customer denies access by employees of Company to its meter or other facilities;
- (d) When Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or
- (e) When Customer fails to comply with the provisions of (1) the Tariff, or (2) the contract for service.

14.3 Discontinuance of service in accordance with the provisions of subdivisions 14.1 and 14.2 above shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service.

15. Meter Accuracy - Adjustment

15.1 All service supplied by Company will be measured by meters of standard manufacture which are owned, installed and maintained by Company, except under rate schedules in which the charges for service are on an unmetered rate predicated on an estimated use of either Company's or Customer's equipment such as street and outdoor lighting.

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- 15.2 Meter accuracy and periodic tests for accuracy shall be maintained in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission.
- 15.3 When a meter is not recording within the limits of accuracy prescribed by the rules referred to in subdivision 15.2, an adjustment to billings may be made in accordance with such rules.

16. Interruptions, Variations in Service Characteristics

- 16.1 Company will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing (loss of phase) of three-phase systems, occasioned by acts of God, orders of public authorities, fires, strikes, casualties, terrorism, and necessity for making repairs or replacements of Company's facilities.
- 16.2 In case the supply of service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in Customer's wiring or other equipment, Company shall not be liable to Customer for damages or losses resulting from such interruption or variation in service, unless due to the gross negligence of Company.
- 16.3 Such interruptions or variations shall not constitute a breach of any obligations of Company under any contract for service with Customer.

17. Non Permanent Service

- 17.1 When in the opinion of the Company the use of service will not be of a permanent nature, Customer shall pay (1) the estimated cost of constructing the facilities to serve Customer, including labor, material, stores freight & handling, and overhead, plus (2) the estimated cost of removing said facilities and returning same to Company storeroom, minus (3) the estimated salvage value of material returned to the Company storeroom.
- 17.2 If Customer takes service beyond a twelve (12) month continuous period, Customer will be eligible to receive a refund of the Customer's payment under subdivision 17.1, as outlined in the applicable ~~Standard Contract Rider~~ Tariff No. 52 - Line Extension - Advance Deposit.
- 17.3 Service supplied to a non permanent connection will be billed under the applicable rate schedule.
- 17.4 Customer may be required to make a deposit to insure payment of charges as specified in division 4 hereof.

18. Customer's Use of Service - Resale and Redistribution

- 18.1 Service shall be used by Customer only for the purposes specified in the applicable agreement and in accordance with the applicable rate schedule, and except as provided under 170 IAC 4-5, no customer shall resell such service to a third Party by submetering such service.
- 18.2 As of April 2, 1980, service delivered to new multi unit buildings containing units that are separately rented, leased or owned, shall be individually metered for each such occupied unit except for:

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- (i) Service used in hotels, motels and other similar transient lodging.
- (ii) When the customer proves the cost of purchasing and installing the wiring and equipment necessary for individual metering exceed the long run benefits resulting from energy conservation and efficient utilization of facilities. **This exception must encompass all requirements of our master metering guidelines and also be approved by the IURC.**

18.3 In the event master metering is approved by the Company, the customer shall own all equipment necessary to take service at one location.

18.4 Existing buildings or premises which were constructed prior to April 2, 1980, or for which a local building permit or a Certificate of Compliance from the Administrative Building Council was issued prior to April 2, 1980, and which are individually metered, shall remain individually metered for each such occupancy unit separately rented, leased or owned.

19. Auxiliary Service, Supplementary, Back-Up, and Maintenance Power

19.1 Company will supply service to Customer operating privately-owned generating equipment based on the manner in which Customer makes use of such Company service.

- (a) Auxiliary Service will be supplied on a firm-use basis under the applicable rate schedule for a designated part of Customer's load requirements when (i) the wiring to the part of the Customer's requirements is completely segregated from the wiring which furnishes the requirements from Customer's generating equipment and (ii) there are no means for interconnecting the two separate wiring systems.
- (b) Supplementary, Back-Up, and/or Maintenance Power will be provided to "qualifying" generating facilities in accordance with ~~Standard-Contract Rider~~ Tariff No. 50, Parallel Operation for Qualifying Facilities.
- (c) Supplementary and Back-Up Power will be provided to "nonqualifying" generating facilities _____ in accordance with ~~Standard-Contract Rider~~ Tariff No. 51, Parallel Operation of Customer-Owned _____
_____ Generation Capacity and Energy Credits

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20. Customer's Inability to Operate

20.1 When a fire or other casualty shall render the physical plant or premises of Customer unfit for the purpose of conducting Customer's normal business operations, or makes the premises uninhabitable, the minimum charge of the applicable rate schedule shall, commencing with the first billing period or portion thereof in which normal business operations cease, be waived until the beginning of the subsequent billing period or portion thereof in which the plant or premises shall have been reconstructed and reoccupied by Customer.

20.2 When a strike or lockout of employees of Customer causes the temporary suspension of Customer's business, the minimum charge of the applicable rate schedule shall, commencing with the first billing period or portion thereof in which normal business operations cease, be waived for each billing period, or portion thereof during the continuance of the strike or lockout at the plant involved.

20.3 In either event, subdivisions 20.1 and 20.2 above, Customer shall be billed under the rate schedule in effect at the time of the occurrence for the electric requirements used during each such billing period.

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21. Tax Adjustment

The rates provided herein include in the cost of service the federal and state income tax, property tax and payroll tax rates applicable to the forecasted test period as known at the time the rates were developed. Customer bills will be computed using these rates and ~~then the~~ **any** applicable revenue related tax rates (~~currently Indiana Utility Receipts Tax~~) and Indiana sales tax rates effective for the billing period will be applied to obtain the total bill to the customer.

22. Service Contracts

Customer may contract with Company to provide energy related services not specifically contained within this electric tariff. Such contract services may include, but not be limited to, maintenance of Customer owned electrical facilities, installation of electrical facilities on Customer's premise, and engineering/construction related services. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services will be provided. The cost of providing such contract services will be based on a similar work order methodology used by Company to establish costs of supplying similar services under this electric tariff, including applicable administrative and overhead charges. The terms of payment for such contract services will be mutually agreed to by Customer and Company. The payment for such services may appear as a separate item on the Customer's bill for electric service. Contracting for such services under this Section will in no way affect Customer's and Company's respective obligations regarding the rendering of and payment for electric service under this electric tariff and the applicable rate schedule.

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RATE RS – RESIDENTIAL ELECTRIC SERVICE

Availability

Available for all residential purposes through one meter to individual customers whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$13.70	
First 300 kWh	\$0.197516	per kWh
Next 700 kWh.....	\$0.143753	per kWh
Over 1000 kWh	\$0.130280	per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Annual Budget Billing Plan

Company may, upon the request of customer, bill customer, commencing with the next full month's bill and for the next successive 10 months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period under this rate schedule. During the first eleven months the cost of each month's service calculated under this rate schedule will be charged to customer's account, and all payments made by customer will be credited to this account. The bill rendered for the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by customer during the same period.

If at any time during the first eleven months it is apparent that customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, Company will advise customer of the revised amount to be paid.

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RATE RS – RESIDENTIAL ELECTRIC SERVICE**Quarterly Budget Billing Plan**

Company may, upon the request of customer, bill customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period under this rate schedule. An updated amount to be billed customer for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under this rate schedule. Customer's bill for each month of subsequent quarterly periods shall be similarly calculated. The cost of each month's service calculated under this rate schedule will be charged to customer's account, and all payments made by customer will be credited to this account. At the end of the initial twelve-month period that customer's request is in effect, and at the end of each twelve-month period thereafter that customer's request is in effect, Company will determine the difference between the cost for actual electric service rendered at the premises under this rate schedule and the amounts billed customer for those twelve months, and Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to customer.

If at any time it is apparent that customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, Company will advise customer of the revised amount to be paid.

Fixed Billing Plan

Company may, upon request of the customer, guarantee an electric bill amount for 12 months, excluding true-ups. See ~~Rider Tariff~~ 20, *YOUR FIXED BILL* for applicability and other Terms and Conditions.

Special Terms and Conditions

1. Service under this rate schedule will be limited to an individual customer's maximum load requirement not in excess of 75 kilowatts.
2. When the principal use of service supplied to a residential dwelling unit is 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 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the nonresidential use is less than the residential use on the premises.
3. Monthly meter readings are generally obtained remotely via smart metering technology.

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OPTIONAL RATE RS – HIGH EFFICIENCY RESIDENTIAL SERVICE

Availability

Available only for residential service through one meter to individual Customers whose maximum load requirements do not exceed 75 kilowatts and who meet the availability requirements set forth in this ~~Rider Tariff~~. This ~~Rider Tariff~~ is no longer available after December 15, 2006 for existing home heating and cooling equipment replacements. Customers currently being provided service under this ~~Rider Tariff~~ or who have started construction of a residential dwelling prior to December 1, 2006 can continue being provided service under this ~~Rider Tariff~~ until this ~~Rider Tariff~~ is terminated. New homes with an account start date on or before December 1, 2006 must be completed by March 1, 2007 to qualify for this ~~Rider Tariff~~.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$13.70
First 300 kWh	\$0.221482 per kWh
Next 700 kWh	\$0.161196 per kWh
Over 1000 kWh	
(kWh usage for the billing cycle months of July through October)	\$0.119527 per kWh
(kWh usage for the billing cycle months of November through June)	\$0.116579 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Annual Budget Payment Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next successive 10 months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period under this rate schedule. During the first eleven months the cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by Customer will be credited to this account. The bill rendered for the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by Customer during the same period.

If at any time during the first eleven months it is apparent that Customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, Company will advise Customer of the revised amount to be paid.

Quarterly Budget Billing Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period under this rate schedule. An updated amount to be billed Customer for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then

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OPTIONAL RATE RS – HIGH EFFICIENCY RESIDENTIAL SERVICE

immediately preceding twelve-month period under this rate schedule. Customer's bill for each month of subsequent quarterly periods shall be similarly calculated. The cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by customer will be credited to this account. At the end of the initial twelve-month period that customer's request is in effect, and at the end of each twelve-month period thereafter that customer's request is in effect, Company will determine the difference between the cost for actual electric service rendered at the premises under this rate schedule and the amounts billed customer for those twelve months, and Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to customer.

If at any time it is apparent that customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, Company will advise customer of the revised amount to be paid.

Fixed Billing Plan

Company may, upon request of the customer, guarantee an electric bill amount for 12 months, excluding true-ups. See ~~Rider~~ Tariff 20, *YOUR FIXED BILL* for applicability and other Terms and Conditions.

Special Terms and Conditions

This ~~Rider~~ Tariff shall be limited to residential Customers who meet the following availability requirements in addition to the Special Terms and Conditions of Rate RS, Schedule for Residential Electrical Service:

- A. For single family, multi-family or mobile homes, the space conditioning system shall include either an air-to-air or geothermal water source or earth coupled electric heat pump with a SEER of 14.0 or higher or have an EER of 10.5 or higher as rated by Air Conditioning and Refrigeration Institute (ARI) Standards.
- B. If the construction of the home was completed prior to April 6, 1990, the air supply duct system must meet air flow requirements for all living areas as required by heat loss/gain calculations. If the construction of the home was completed on or after April 6, 1990, the air supply duct system must meet the standards set forth by ACCA (Air Conditioning Contractors of America) Manual D and must meet air flow requirements for all living areas as required by heat loss/gain calculations. All HVAC duct work not installed within the heated envelope must be insulated to a minimum R-19.
- C. Space conditioning systems installed on or after April 6, 1990 shall be installed by a Refrigeration Service Engineers Society (RSES) or North American Technical Excellence (NATE) heat pump certified technician.
- D. The home must be constructed to meet the State Building Code requirements for thermal insulation levels as set forth in the Indiana Energy Conservation Code (675-IAC-19).

Company will perform on-site inspections to verify that Customer meets the above availability requirements.

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OPTIONAL RATE RS - TIME-OF-USE SERVICE

Availability

Available on a voluntary basis to customers whose electric service is provided on either Rate RS - Schedule for Residential Electric Service (Tariff 6.0) or Optional Rate RS – High Efficiency Residential Service (Tariff 6.3) and including new customers who would be eligible for residential service. Participants must also have an average Billing Maximum Load over the last twelve (12) months that is greater than or equal to 1 kW.

Rate*

Connection Charge Per Month

Connection Charge..... \$ 13.70

Energy Charge *(Billing Period kWh)*

Peak \$ 0.228000 per kWh

Off-Peak \$ 0.152000 per kWh

Discount \$ 0.091200 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

On-Peak/Off-Peak/Super Off-Peak Hours

Periods	All Year**	Winter Months***
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

** *Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).*

*** *Winter Months = On and after the first Sunday in November to the second Sunday in March*

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OPTIONAL RATE RS - TIME-OF-USE SERVICE

Holidays:

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Special Terms and Conditions

1. Service Under this schedule will be limited to an individual Customer's maximum load requirement not in excess of 75 kilowatts.
2. When the principal use of service supplied to a residential dwelling unit is 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 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the nonresidential use is less than the residential use on the premises.
2. Monthly meter readings are generally obtained remotely via smart metering technology.
4. Customers electing this tariff can switch back to Rate RS - Schedule for Residential Electric Service (Tariff 6.0) at any time, but will be ineligible for future participation on the Residential – Optional Time-of-Use Service (Tariff 6.5) for 12 months.

RATE CS - COMMERCIAL ELECTRIC SERVICE

Availability

Available through one meter to any commercial customer whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$13.91
First 300 kWh.....	\$0.189664 per kWh
Next 700 kWh.....	\$0.175929 per kWh
Next 1500 kWh.....	\$0.159831 per kWh
Over 2500 kWh	\$0.130283 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Special Terms and Conditions

1. Service under this rate schedule will be limited to an individual customer's maximum load requirement not in excess of 75 kilowatts.
2. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with single phase electric motors not in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at their Connection Charge rate, ~~\$10.68 of this rate schedule~~, per delivery point
3. Electric service will be available under this rate schedule for the operation of CATV distribution line power supply equipment. Such service will be available only on a metered basis. Each individual metering point for such CATV customer shall be billed the Connection Charge of this rate schedule, and all kWh will be billed at a rate of \$0.110730 per kWh subject to the applicable rate adjustment riders listed in Appendix A – List of Applicable Rate Adjustment Riders.

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RATE CS - SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

4. Electric service will be provided under this rate schedule for the operation of Fiber Optic Cable (FOC) equipment. This rate is closed to new participation. Each individual delivery/transformation point for such FOC customer shall be billed the Connection Charge of this rate schedule, and each pedestal will be billed at a rate of \$1.49 per month.
5. Monthly meter readings are generally obtained remotely via smart metering technology.
6. Electric service will be available under this rate schedule for the operation of low power equipment used in the delivery of broadband services. All kWh will be billed at a rate of \$0.110730 per kWh subject to the applicable rate adjustment riders listed in Appendix A – List of Applicable Adjustment Riders.

OPTIONAL RATE CS - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Availability

This Rider will be available to any **single phase** total electric commercial customer whose space conditioning requirements are provided by an energy efficient electric space conditioning system and whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$ 33.83
Maximum Load Charge (Monthly) Each kW of Billing Maximum Load	\$ 18.42 per kW
Energy Charge For all energy used per month	\$ 0.075104 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Monthly Minimum Charge

The Minimum Charge shall be the Connection Charge.

Billing Maximum Load

Billing Maximum Load for the month shall be the Maximum Load for the month.

Measurement of Maximum Load and Energy

Maximum Load shall be measured by suitable recording instruments provided by the Company, and, in any month the maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Energy shall be measured by suitable integrating instruments.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

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Effective:

OPTIONAL RATE CS - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Special Terms and Conditions

1. The availability of the **Tariff Rider** is limited and the electric requirements of a total electric commercial building whose air conditioning requirements are provided by energy efficient electric equipment. All air conditioning equipment within a total electric commercial building, based on equipment type, shall meet the following energy efficiency standards:

TYPE	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC) and Packaged Terminal Heat Pumps (PTHP)	All Sizes	Min. 10.9 EER
Unitary Air Conditioners (Air-Cooled Split Systems and Heat Pumps)	Less Than 65,000 BTUH	Min. 13.0 SEER
Rooftop Units (Includes Rooftop Heat Pumps)	Less Than 65,000 BTUH	Min. 13.0 SEER

TYPE 1/, 2/	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC)	Less Than 7600 BTUH	MIN 12.2 EER
	7600-15000 BTUH	MIN 10.7 EER
	More Than 15000 BTUH	MIN 9.8 EER
Packaged Terminal Heat Pumps (PTHP)	Less Than 7600 BTUH	MIN 12.4 EER 3.4 COP
	7600-15000 BTUH	MIN 11.4 EER 3.3 COP
	More Than 15000 BTUH	MIN 10.2 EER 3.2 COP
Direct Expansion Air Conditioner (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH	MIN 16 SEER/15.2 SEER2

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OPTIONAL RATE CS - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Heat Pump (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH MIN 16.1 SEER, 9.34 HSPF	
Water Source Heat Pumps <i>(Including Building Loop Heat Pumps and Geothermal Heat Pump)</i>	ALL SIZES	MIN COOLING 14.0 EER MIN HEATING 4.6 COP
Air Cooled Chiller	Less Than 150 tons	MIN 10.283 EER, MIN 13.438 IPLV
	More Than 150 tons	MIN 10.283, MIN 13.714 IPLV
Water Cooled Chiller Rotary Screw/Scroll	Less Than 75 Tons MAX FULL LOAD .744 KW/TON, MAX PART LOAD .558 KW/TON	
Water Cooled Centrifugal	Less Than 150 Tons MAX FULL LOAD .594 KW/TON, MAX PART LOAD .419 KW/TON	

1/ Equipment above must be eligible for single phase service for participation on this tariff.

2/ Any revisions to the table above due to codes and standards changes will be kept up to date on the Duke Energy Indiana Energy Efficiency Business products website

2. In cases where any air conditioning equipment is not covered by the above energy standards, the Company shall have sole discretion as to whether such equipment qualifies in terms of the Customer being eligible for this **Tariff Rider**.

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Effective:

DUKE ENERGY INDIANA, LLC

1000 East Main Street
Plainfield, Indiana 46168

RATE CS - SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

Availability

Available to customers served through one meter on a voluntary basis whose electric service is provided under commercial service and whose maximum load requirements do not exceed 75 kilowatts and whose average Billing Maximum Load over the last twelve (12) months is greater than or equal to 1 kW.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge Per Month

Connection Charge..... \$ 13.91

Energy Charge

Peak \$ 0.195132 per kWh
 Off-Peak \$ 0.171673 per kWh
 Discount \$ 0.111961 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

On-Peak/Off-Peak/Super Off-Peak Hours

Periods	All Year**	Winter Months***
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

** Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).

*** Winter Months = On and after the first Sunday in November to the second Sunday in March

Holidays:

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

DUKE ENERGY INDIANA, LLC

1000 East Main Street
Plainfield, Indiana 46168

RATE CS - SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. *(See Section 12 of General Terms and Conditions for Electric Service).*

Special Terms and Conditions

1. Unmetered electric service under commercial service is ineligible for participation.
2. Smart metering technology is required for participation
3. Monthly meter readings are generally obtained remotely via smart metering technology.
4. Customers electing this tariff can switch back to Rate CS - Commercial Electric Service (Tariff 7.0) at any time, but will be ineligible for future participation on the Optional Rate CS - Time-of-Use Service (Tariff 7.5) for 12 months.

Duke Energy Indiana, LLC

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RATE LLF - LOW LOAD FACTOR SERVICE

Availability

Legacy Low Load Factor Secondary service is closed to new participation. Existing customers receiving a change in delivery or service terms must transition to another eligible rate. Existing customers remaining on the tariff, except for Net Metering, will be transitioned to another eligible rate at the time of the approval of rates associated with the Company's next general rate case or 5-years, whichever is later.

Net metering customers will be transitioned to another rate at the time net metering expires per the Indiana Administrative Code. IC 8-1-40-13, and IC 8-1-40-14.

Primary and Primary Direct and Transmission rates offered under this tariff are available to any customer contracting for light and/or power purposes, provided, however, that all electric service at one location on customer's premises is supplied hereunder.

Customers with cogeneration or onsite generation facilities may be required to enter into a supplemental, maintenance and/or backup service agreement at the Company's discretion.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard single phase and/or polyphase voltage supplied by Company in the locality for which the service is requested.

Connection Charges Per Month:

Secondary	\$	27.63
Primary and Primary Direct	\$	109.55
Transmission	\$	331.00

Rate For Primary and Transmission Service*

Maximum Load Charge (Monthly)

Primary Service at Nominal Voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$7.86-12 per kW
Energy Charge (In Addition to the Maximum Load Charge)	\$0.091448-092475 per kWh

Primary Direct Service at Nominal Voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$8.40-93 per kW
Energy Charge (In Addition to the Maximum Load Charge)	\$0.082724-080796 per kWh

Transmission Line Service at Nominal Voltage of 69,000, 138,000, 230,000 or 345,000 Volts

Each kW of Billing Maximum Load	\$5.96-52 per kW
Energy Charge (In Addition to the Maximum Load Charge)	\$0.082635-083876 per kWh

kVAr Charge

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RATE LLF - LOW LOAD FACTOR SERVICE

For Each kVAR of the Monthly Billed kVAR Demand..... \$0.34 per kVAR

Rate For Grandfathered Secondary Service*

First 300 kWh	\$0.248610-251202 per kWh
Next 700 kWh.....	\$0.199904-201988 per kWh
Next 1500 kWh.....	\$0.180145-182023 per kWh
Over 2500 kWh	\$0.133973-135369 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Load Factor Provision

That portion of monthly use which is in excess of 190 hours use of the Billing Maximum Load will be billed at the following rate:

Next 110 hours use of Billing Maximum Load	\$0.118930-120170 per kWh
Over 300 hours use of Billing Maximum Load	\$0.107886-109011 per kWh

kVAR Charge**

For Each kVAR of the Monthly Billed kVAR Demand..... \$0.34 per kVAR

**Until such time as Company has installed the appropriate metering and billing facilities to bill Secondary customers for kVAR usage, the kVAR charge will not apply to Secondary customers.

Billing Maximum Load

Shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Billing of kVAR

For customers who have pulse metering, the billed kVAR demand will be determined by trigonometric calculation using the customer’s peak 30-minute kW demand for the month and the power factor coincident with the peak 30-minute kW demand for the month. For customers who do not have pulse metering, the billed kVAR demand will be determined by trigonometric calculation using the customer’s peak 30-minute kW demand for the month and the average power factor for the month.

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the

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RATE LLF - LOW LOAD FACTOR SERVICE

charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be increased by one percent (1%).

Monthly Minimum Charge

For customers served at or above primary voltages, the Monthly Minimum Charge shall be the greater of the Billing Maximum Load Charge or the Connection Charge.

For customers served at secondary voltage, the Monthly Minimum Charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. *(See Section 12 of General Terms and Conditions for Electric Service).*

Special Terms and Conditions

1. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
2. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.
3. Where primary voltage, as hereinabove designated, is required, Company will furnish one transformation to a standard voltage, provided, however, that where the service supplied is three-phase and the voltage of the load side of such transformation is approximately 480 or 240 Volts delta and customer requires approximately 120/240 Volts three-wire, for lighting purposes, Company will supply the transformation to obtain such lighting voltage.
4. Where customer requests transformation to more than one standard voltage or service of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished in paragraph 3 above. The right and title to all equipment so furnished by Company shall be and remain in Company.

Should customer require a nonstandard voltage, customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

5. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.
6. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with three phase electric motors in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at the secondary connection charge rate, of this rate schedule, per delivery point.

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RATE LLF - LOW LOAD FACTOR SERVICE

7. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.

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RATE LLF - LOW LOAD FACTOR SECONDARY SERVICE

Availability

Available to any secondary service customer contracting for light and/or power purposes, provided, however, that all electric service at one location on customer's premises is supplied hereunder.

Customers with cogeneration or onsite generation facilities may be required to enter into a supplemental, maintenance and/or backup service agreement at the Company's discretion.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard single phase and/or polyphase voltage supplied by Company in the locality for which the service is requested.

Connection Charges Per Month:

Secondary \$ 27.63

Rates for Secondary Service*

Demand Charge \$ 8.56 per kW

Energy Charge \$0.106290 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

kVAr Charge**

For Each kVAr of the Monthly Billed kVAr Demand..... \$0.34 per kVAr

***Until such time as Company has installed the appropriate metering and billing facilities to bill Secondary customers for kVAr usage, the kVAr charge will not apply to Secondary customers.*

Billing Maximum Load

Shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Billing of kVAr

For customers who have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the power factor coincident with the peak 30-minute kW demand for the month. For customers who do not have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the average power factor for the month.

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from
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RATE LLF - LOW LOAD FACTOR SECONDARY SERVICE

delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

Monthly Minimum Charge

For customers served at or above primary voltages, the Monthly Minimum Charge shall be the greater of the Billing Maximum Load Charge or the Connection Charge.

For customers served at secondary voltage, the Monthly Minimum Charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (*See Section 12 of General Terms and Conditions for Electric Service*).

Special Terms and Conditions

1. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
2. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.
3. Where customer requests transformation of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished.

Should customer require a nonstandard voltage, customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

4. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.
5. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with three phase electric motors in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at the secondary connection charge rate, of this rate schedule, per delivery point.
6. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.

Issued:**Effective:**

OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

Availability

Available only for the electrical requirements of a three-phase total electric commercial building whose space conditioning requirements are provided by an energy efficient electric space conditioning system.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard three phase voltage supplied by Company in the locality for which the service is requested.

Rate*

Connection Charge	\$28.05
<i>Maximum Load Charge (Monthly)</i>	
Each KW of Billing Maximum Load	\$18.94 per kW
Energy Charge	
For all energy used per month	\$0.075896 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The Minimum Charge shall be the Connection Charge.

Billing Maximum Load

Billing Maximum Load for the month shall be the Maximum Load for the month.

Measurement of Maximum Load and Energy

Maximum load shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

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OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE**Reconnection Charge**

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Special Terms and Conditions

- The availability of the ~~Rider~~Tariff is limited to the electrical requirements of a total electric commercial building whose air conditioning requirements are provided by energy efficient electric equipment. All air conditioning equipment within a total electric commercial building, based on equipment type, shall meet the following energy efficiency standards:

TYPE	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC) and Packaged Terminal Heat Pumps (PTHP)	All Sizes	MIN 10.9 EER
Unitary Air Conditioners (Air Cooled Split Systems and Heat Pumps)	Less Than 65,000 BTUH More Than 65,000 BTUH More Than 135,000 BTUH	MIN 13.0 SEER MIN 11.2 SEER MIN 11.0 SEER
Rooftop Units (Includes Rooftop Heat Pumps)	Less Than 65,000 BTUH 65,000 – 135,000 BTUH More Than 135,000 BTUH	MIN 13.0 EER MIN 10.8 EER MIN 10.4 EER
Water Source Heat Pumps (Including Building Loop Heat Pumps and Geothermal Heat Pump)	All Sizes	MIN 12.0 EER
Air Cooled Chiller	All Sizes	MIN 3.10 COP
Water Cooled Chiller	Less Than 150 Tons 150 – 300 Tons More Than 300 Tons	MIN 5.0 COP MIN 5.55 COP MIN 6.10 COP

TYPE	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC)	Less Than 7600 BTUH	MIN 12.2 EER
	7600-15000 BTUH	MIN 10.7 EER
	More Than 15000 BTUH	MIN 9.8 EER
Packaged Terminal Heat Pumps (PTHP)	Less Than 7600 BTUH	MIN 12.4 EER 3.4 COP
	7600-15000 BTUH	MIN 11.4 EER 3.3 COP
	More Than 15000 BTUH	MIN 10.2 EER 3.2 COP
Direct Expansion Air Conditioner (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH	MIN 16 SEER/15.2 SEER2
	65,000 – 135,000 BTUH	MIN 14.8 IEER
	More Than 135,000 and Less Than or Equal to 240,000 BTUH	MIN 14.2 IEER

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OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

	More Than 240,000 and Less than or Equal to 760,000 BTUH	MIN 13.2 IEER
	More Than 760,000 BTUH	MIN 12.5 IEER
Heat Pump (rooftop and unitary units, air cooled)	Less Than 65,000 BTUH	MIN 16.1 SEER, 9.34 HSPF
	65,000 – 135,000 BTUH	MIN 15.47 SEER, 8.46 HSPF
	More Than 135,000 and Less Than or Equal to 240,000 BTUH	MIN 14.1 IEER
	More Than 240,000 and Less Than or Equal to 760,000 BTUH	MIN 13.5 IEER
	More Than 760,000 BTUH	MIN 12.5 IEER
Water Source Heat Pumps (Including Building Loop Heat Pumps and Geothermal Heat Pump)	ALL SIZES	MIN COOLING 14.0 EER MIN HEATING 4.6 COP
Air Cooled Chiller	Less Than 150 tons	MIN 10.283 EER, MIN 13.438 IPLV
	More Than 150 tons	MIN 10.283, MIN 13.714 IPLV
Water Cooled Chiller Rotary Screw/Scroll	Less Than 75 Tons	MAX FULL LOAD .744 KW/TON, MAX PART LOAD .558 KW/TON
	More Than or equal to 75 and Less Than 150 Tons	MAX FULL LOAD .735 KW/TON, MAX PART LOAD .545
	More Than or equal to 150 and Less Than to 300 tons	MAX FULL LOAD .668 KW/TON, MAX PART LOAD .502 KW/TON
	More Than or equal to 300 tons	MAX FULL LOAD .594 KW/TON. MAX PART LOAD .456
Water Cooled Centrifugal	Less Than 150 Tons	MAX FULL LOAD .594 KW/TON, MAX PART LOAD .419 KW/TON
	More Than or equal to 150 and less Than 300 Tons	MAX FULL LOAD .594 KW/TON, MAX PART LOAD .419 KW/TON
	More Than or Equal to 300 and Less Than 600 Tons	MAX FULL LOAD .558 KW/TON, MAX PART LOAD .372 KW/TON

Issued:

Effective:

OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

	More Than or equal to 600 Tons	MAX FULL LOAD .549 KW/TON, MAX PART LOAD .372 KW/TON
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Any revisions to the table above due to codes and standards changes will be kept up to date on the Duke Energy Indiana Energy Efficiency Business products website.

In cases where any air conditioning equipment is not covered by the above energy standards, the Company shall have sole discretion as to whether such equipment qualifies in terms of the customer being eligible for this ~~Rider~~Tariff.

To be eligible for this ~~Rider~~Tariff, customers must demonstrate that Rate LLF would be the most cost effective rate to receive service and they otherwise meet the requirements of this ~~Rider~~Tariff. customers taking service under this ~~Rider~~Tariff prior to "Effective Date" are exempt from this requirement.

2. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
3. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.

OPTIONAL RATE LLF - HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE

4. Where primary voltage, as hereinabove designated, is required, Company will furnish one transformation to a standard voltage, provided, however, that where the service supplied is three phase and the voltage of the load side of such transformation is approximately 480 or 240 volts delta and customer requires approximately 120/240 volts three-wire, for lighting purposes, Company will supply the transformation to obtain such lighting voltage.
5. Where customer requests transformation to more than one standard voltage or service of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished in paragraph 3 above. The right and title to all equipment so furnished by Company shall be and remain in Company.

Should customer require a nonstandard voltage, customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.
6. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.

OPTIONAL RATE HLF/LLF - TIME-OF-USE SERVICE**Availability**

Available to customers whose electric service is provided under Rate HLF – High Load Factor Service or Rate LLF Low Load Factor Service.

Any new customer with a demand over 20 MW requires Company approval. Not available for Supplemental, Standby or Maintenance Service or short-term or temporary service.

Rate***Connection Charge Per Month**

Applicable Secondary Delivery Charge.....	\$ 31.90
Primary Delivery or Primary Direct.....	\$125.61
Transmission Delivery at a nominal voltage of 69,000 volts or higher.....	\$855.37

Demand Charges Per Month

Peak

Secondary.....	\$2.10 per kW
Primary.....	\$2.77 per kW
Primary Direct.....	\$4.13 per kW
Transmission.....	\$4.22 per kW

Mid-Peak

Secondary.....	\$ 9.23 per kW
Primary.....	\$12.17 per kW
Primary Direct.....	\$18.19 per kW
Transmission.....	\$18.54 per kW

Base

Secondary.....	\$2.92 per kW
Primary.....	\$2.70 per kW
Primary Direct.....	\$0.70 per kW
Transmission.....	\$0.04 per kW

Energy Charge

Peak

Secondary.....	\$0.107898 per kWh
Primary.....	\$0.079226 per kWh
Primary Direct.....	\$0.052803 per kWh
Transmission.....	\$0.054603 per kWh

Off-Peak

Secondary.....	\$0.094647 per kWh
Primary.....	\$0.069497 per kWh
Primary Direct.....	\$0.047138 per kWh
Transmission.....	\$0.048282 per kWh

Issued:**Effective:**

OPTIONAL RATE HLF/LLF - TIME-OF-USE SERVICE

Discount

Secondary.....	\$0.063283 per kWh
Primary.....	\$0.049162 per kWh
Primary Direct.....	\$0.033712 per kWh
Transmission.....	\$0.034795 per kWh

kVAr Charge

For Each kVAr of Monthly Billed kVAr Demand..... \$0.34 per kVAr

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

On-Peak/Off-Peak/Super Off-Peak Hours

Periods	All Year**	Winter Months***
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

** Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).

*** Winter Months = On and after the first Sunday in November to the second Sunday in March

Holidays:

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Billing Demands and Load and Billed kVAr's

The Base Demand shall be the higher of 1) the maximum 30-minute kW demand established over the current and eleven previous billing periods, or 2) 50% of the Contract Demand, if available.

The Mid-Peak Demand shall be the maximum 30-minute kW demand established during either the designated On-Peak or Off-Peak Periods during the current billing period.

The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period

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OPTIONAL RATE HLF/LLF - TIME-OF-USE SERVICE

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

Whenever the customer's load and energy requirements are metered at a lower voltage than the delivered voltage, then the metered Load, kVAR and the Loads shall be increased by one percent (1%) and the metered energy shall be increased by one percent (1%) before applying any other adjustment or computing the charges.

Whenever the customer's load and energy requirements are metered at a higher voltage than the delivered voltage, then the metered Load, kVAR and the Loads shall be decreased by one percent (1%) and the metered energy shall be decreased by one percent (1%) before applying any other adjustment or computing the charges.

Special Terms and Conditions

1. This Tariff is available to any customer currently served under Rate LLF or Sheets 10.1 or 10.2. New customers, or customers migrating to this Tariff from another Rate Schedule, will be eligible to receive service under this Tariff if they can demonstrate that Rate LLF would otherwise be the most cost-effective rate to receive service under.
2. Customer will enter into a written Agreement under the Program for an initial term of one (1) year with automatically renewing one (1)-year terms. Customer may change to other eligible rates after the initial term of the Agreement or at the end of subsequent one (1)-year terms by giving sixty (60) days advance written notice prior to the expiration of the initial term or subsequent one (1)-year terms.
3. All other provisions included in the currently approved Rate LLF shall apply except as provided for herein.
4. Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.
5. Customers electing this tariff can switch back to Rates HLF or LLF at any time, but will be ineligible for future participation on the HLF/LLF – Optional Time-of-Use Service (Tariff 11.5) for 12 months.

RATE HLF - HIGH LOAD FACTOR SERVICE

Availability

Available to any customer contracting for a specified capacity of not less than 25 kW. Applicant must be located adjacent to an electric transmission or distribution line of Company that is adequate and suitable for supplying the service requested.

Customers with cogeneration facilities may be required to enter into a supplemental, maintenance and/or backup service agreement at the Company's discretion.

Character of Service

Alternating current having a frequency of sixty Hertz and furnished in accordance with the provisions set forth hereunder.

Rate*

Connection Charges per Month:

Secondary	\$ 31.90
Primary and Primary Direct	\$ 125.61
Transmission	\$ 855.37

Maximum Load Charge (Monthly)

Transmission Line Service at nominal voltage of 138,000, 230,000 or 345,000 Volts

Each kW of Billing Maximum Load \$ 21.28 per kW

Transmission Line Service at nominal voltage of 69,000 Volts

Each kW of Billing Maximum Load \$ 24.73 per kW

Primary Direct Service at nominal voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load \$ 23.91 per kW

Primary Service at nominal voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load \$ 20.87 per kW

Secondary Service at nominal voltage of 480 Volts or lower

Each kW of Billing Maximum Load \$ 29.16 per kW

Energy Charge (In addition to the Maximum Load Charge)

Transmission Line Service at nominal voltage of 138,000, 230,000 or 345,000 Volts

For All Energy Used Per Month \$0.044604 per kWh

Transmission Line Service at nominal voltage of 69,000 Volts

For All Energy Used Per Month \$0.047587 per kWh

Primary Direct Service at nominal voltage of 2,400 to 34,500 Volts

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RATE HLF - HIGH LOAD FACTOR SERVICE

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For All Energy Used Per Month \$0.048591 per kWh

Primary Service at nominal voltage of 2,400 to 34,500 Volts

For All Energy Used Per Month \$0.066668 per kWh

Secondary Service at nominal voltage of 480 Volts or lower

For All Energy Used Per Month \$0.056843 per kWh

KVAr Charge

For Each kVAr of the Monthly Billed kVAr Demand..... \$0.34 per kVAr

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Monthly Minimum Charge

The monthly minimum charge shall be the Maximum Load Charge.

Measurements of Maximum Load and Energy

Maximum Load shall be measured by suitable recording instruments provided by Company and be the customer's highest average thirty-minute kW load in the billing period.

When energy is measured through more than one meter the Maximum Loads, separately determined for each meter, shall be added together for determining the Maximum Load for the month.

Energy shall be measured by suitable integrating instruments provided by Company.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAr and Billing Maximum Load shall be increased by one percent (1%).

Billing Maximum Load

Shall be the maximum average number of kilowatts in the thirty-minute interval which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

In no event shall the Billing Maximum Load be less than 25 kW.

Billing of kVAr

For customers who have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the power factor coincident with the peak 30-minute kW demand for the month. For customers who do not have pulse metering, the billed kVAr demand will be determined by trigonometric calculation using the customer's peak 30-minute kW demand for the month and the average power factor for the month.

RATE HLF - HIGH LOAD FACTOR SERVICE

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Special Terms and Conditions

1. For customers taking transmission or primary service, customer shall furnish, own, and maintain, at his own expense, the complete substation structure and equipment, including switches and protective equipment, transformers and other apparatus, any or all of which is necessary for customer to take service at the standard primary or transmission line voltage selected by Company. Company will, however, furnish, own, operate, and maintain all necessary metering equipment. Failure of a customer to provide proper maintenance on facilities described hereinabove which results in premature equipment failure and/or interruption to the Company's other customers shall be considered negligent and the Company may require the customer to install protective equipment as specified by the Company in order to provide the necessary protection and isolation. Said protective equipment shall be furnished, owned, and maintained by the customer, however, in certain instances Company retains the option of requiring the customer to enter into a specific maintenance agreement with the Company. Company also retains the option of furnishing, owning, and maintaining said protective equipment as per "Standard Contract ~~Rider~~Tariff No. 53 - Excess Facilities."
2. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond point of connection of customer's service lines with the lines of Company are considered the distribution system of customer and shall be furnished, owned, and maintained by customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company, and installed beyond point of connection.
3. The Company normally does not provide transformations within the transmission and/or primary service classifications as described in the transmission and primary maximum load charges. However, in the case of unusual service requests where the Company's existing facilities adjacent to the customer are inadequate, the Company may furnish such transformations upon customer paying the appropriate excess facilities charge. The Company shall not furnish, own, and maintain such transformers on an excess facilities basis solely for the purpose of modifying Paragraph 1, **above**.
4. **Customers seeking service of 20 MW or greater at one or more aggregated premises, or whose demand is reasonably expected to grow to this level, and require significant production, transmission, and/or distribution investments by the Company for the provision of service may be required to provide the Company appropriate financial and/or performance and credit assurance at the Company's discretion.**
5. The rates hereunder are predicated upon the supply of service being delivered at a single location in such a manner that the measurement of the various components of the service may be made through one metering installation, except that service metered at a voltage of 480 Volts or lower may be furnished through not more than one meter for the lighting service and one meter for the power service, unless it is required by law to install a separate service for exit lighting, in which case an additional meter will be installed for the exit lighting.
6. During certain scheduled periods of time, customers served at primary voltage and higher may perform normal maintenance or repair that will result in a partial or total reduction in electrical consumption during certain monthly billing periods. Such maintenance or repair period may be scheduled and agreed upon by customer and Company at least thirty (30) days prior to such period. There shall be a maximum of two (2) such scheduled periods in a twelve-month consecutive period not to exceed 14 days in total duration for both such periods.

Whenever such maintenance or repair periods have been scheduled with and agreed to by Company, customer will be billed for the actual maximum load during such periods on the basis of the proration of the Maximum Load Charge. Such proration will be based on the ratio of the number of days in the scheduled maintenance or repair period, divided by thirty (30) days. The actual energy used during the maintenance or repair period will be billed according to the Energy Charge of this rate schedule.

For all of the other days during the monthly billing period in which there has been a scheduled maintenance or repair period, customer will be billed for the maximum load, as determined by the Billing Maximum Load provision of this rate schedule, multiplied by the complement of the above

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RATE HLF - HIGH LOAD FACTOR SERVICE

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computed prorate ratio. The Energy Charge will be computed on the actual energy used during the remaining portion of the monthly billing period.

A \$500.00 fee will be imposed on customers taking advantage of the Maintenance Period Provision, but only at those times when such periods are taken.

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YOUR FIXEDBILL**Availability**

Applicable to a limited number of residential customers (first come first serve) who have lived in their current residence for at least the previous 12 months, have had their electricity priced on the Company's Standard Residential Tariffs or *Your FixedBill* ~~Rider~~Tariff for at least the previous 12 months, have 12 months of actual meter reads (*i.e.*, not estimated meter reads), have a load profile which can be modeled with reasonable predictability, and are current on their electric service bill. Customer may not have been disconnected for non-payment of electric service within the last 12 months.

Character of Service

Electric energy supplied hereunder must meet the character of service and usage specifications consistent with service under Company's Standard Residential Tariffs (*i.e.*, Rate RS – ~~Rider~~Tariff 6.0 or ~~Standard Contract~~ ~~Rider~~Tariff No. 6.3).

Limitation of Service:

Service under this rate schedule is not available to Net Metering customers, or customers with multiple electric meters on one account, Customers may not participate in both *FixedBill* and Budget Billing.

Rate

Subject to its Terms and Conditions, *Your FixedBill* offers customers a guaranteed electric bill for 12 months and protects participating customers from unpredictable bills caused by weather related usage and changes in electric rates.

The customer's *Your FixedBill* amount will be calculated starting with 12 or more months of past Actual Usage data and applying weather normalization and any applicable Usage Adjustment, using the following formula:

$$[(\text{Expected Monthly kWh} \times \text{Expected Residential Energy Charges and Riders})] \times (1 + \text{Program Fee \%}) + \text{Connection Charge.}$$

Company will calculate the above for each month, and sum the 12 months to come to an annual bill. The annual bill will then be divided by 12, for the monthly bill amount. Applicable Taxes, and amounts owed for other services will be added to the monthly amount.

Definitions

Actual Usage: The customer's actual usage for the month.

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

Applicable Taxes: Taxes applicable to Company's Standard Residential Tariffs.

Connection Charge: The connection charge in Company's Standard Residential Tariffs.

Expected Monthly kWh: Customer's projected monthly usage (kWh) adjusted for weather and any expected changes in usage.

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YOUR FIXEDBILL

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

Riders: All Riders forecasted to be applicable during the participation period, at kWh levels projected for the *Your FixedBill* 12 month offering period.

Expected Residential Energy Charges: The projected per kWh rates for Company's Standard Residential Tariffs for the next 12 months.

Service Agreement: Binding arrangement for 12 consecutive months between the Company and the customer for rendering and compensating for service at a fixed price, subject to applicable terms and conditions detailed below.

Usage Adjustment: Includes usage adders capped at three and six-tenths of a percent (3.6%) for the first year of program participation, ~~and eight-tenths of a percent (0.8%) for first time renewals.~~

Special Terms and Conditions

1. The customer shall enter into a Service Agreement with the Company that shall specify the monthly *Your FixedBill* amount that the customer will be required to pay.
2. The term of the Service Agreement will be for twelve (12) months. Each year, before the 12-month *Your FixedBill* period is over, a new *Your FixedBill* amount for the following year will be calculated and the customer will be notified of the new contractual amount. The customer will automatically renew at the new *Your FixedBill* amount for the following year, unless the customer notifies the Company of the customer's desire to be removed.
3. Removal from the program:
 - 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 Standard Residential Tariff, including applicable riders during the *Your FixedBill* Service Agreement period. If the customer has paid less than Standard Residential Tariff, the customer will be charged the difference. If the customer has paid more than Standard Residential Tariff, the customer will not be credited with the difference. There will be no Administration Fee applied to these customers.
 - B. **Delinquent Your FixedBill Payments.** If a customer becomes delinquent in the *Your FixedBill* payments, Company will follow standard procedures for Standard Residential Tariff customers. If customer enters into a payment arrangement plan or is disconnected for nonpayment, customer will be removed from the *Your FixedBill* Program, and Applicable Removal Charges will apply.
 - C. **Increased Actual Usage over Expected Usage.** If, after two letters warning of excess usage, customer has actual usage for any month that is 15% greater than expected usage, then Company has the right to re-price the *Your FixedBill* amount for the customer based on the updated usage information. If the customer does not accept the new *Your FixedBill* amount then customer will be removed from the *Your FixedBill* Program, and Applicable Removal Charges will apply.
 - D. **Customer Voluntary Removal.** If customer chooses to leave the *Your FixedBill* Program prior to the end of the 12-month Service Agreement period, customer will be removed from the *Your*

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YOUR FIXEDBILL

FixedBill Program, and Applicable Removal Charges will apply. After the end of each Service Agreement period, eligible customers will automatically renew for the next *Your FixedBill* Service Agreement period unless the customer indicates the customer's intention to return to the Standard Residential Tariff. If the Standard Residential Tariff election is made within the grace period, no Applicable Removal Charges will apply.

E. *Grace Period.* If customer mistakenly fails to withdraw from the *Your FixedBill* Program prior to their automatic renewal, customer will be allowed to withdraw for up to 30 days from their renewal date without payment of the administrative fee.

F. ~~*Estimated Meter Reads.* If customer has two or more estimated meter reads during the *Your FixedBill* Service Agreement period where the meter reader was unable to gain access to the meter, then the customer may be removed from the *Your FixedBill* Program, where Applicable Removal Charges will apply.~~

~~*F. A customer cannot be on the Pick Your Own Due Date Program and be on the *Your FixedBill* Program.*~~

~~*G. A customer cannot be on the *Your FixedBill* Program if the account has a theft indicator notice or if there was a returned check in the past 12 months.*~~

~~*HG. Other Reason.* If customer leaves or is removed from the *Your FixedBill* Program before the end of the Service Agreement period for any other reason, Applicable Removal Charges will apply.~~

4. Applicable Removal Charges. In items B through G above, Company will calculate what customer would have paid under Standard Residential Tariff, including applicable riders during the *Your FixedBill* Service Agreement period. If the customer has paid less than Standard Residential Tariff, they will be charged the difference. If they paid more than Standard Residential Tariff, the difference will not be credited. ~~In either case, the customer may be charged an Administration Fee of \$50 and will be returned to the Standard Residential Tariff.~~

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the IURC.

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RATE BDP – BACKUP DELIVERY POINT SERVICE

Availability

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, Company will make available to a Non-Residential customer additional delivery points in accordance with the rates, terms and conditions of this RiderTariff No. 21. customers currently capable of utilizing this service can continue as long as capacity is available or there is no change in the Company's or customer's operations. Changes in the Company's operations may include but not be limited to any or all of the following: service supply voltage changes due to refurbishments or upgrades; relocation or removal of supply facilities from public rights of way requested by government authorities; circuit reconfigurations due to transmission system or substation additions or retirements; circuit switching necessary to control loading or for reliability reasons; or supply circuit modifications to honor commitments given to previously enacted backup delivery points in the vicinity. Changes to the customer's operations may include but not be limited to any or all of the following customer load changes: introduction of harmonic distortions onto the power supply system; imposition of voltage fluctuations due to erratic loading cycles; excessive power magnitude requirements compared to primary service or as available in the service location; service reliability requirements above nominal working standards; or power quality requirements unattainable from bulk power delivery systems.

Net Monthly Bill

- 1. Connection Fee.....Varies by Customer

The Connection Fee only applies if an additional metering point is required and will be based on customer's most applicable rate schedule.

- 2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted amount of backup delivery point capacity.
- 3. The customer shall also be responsible for the acceleration of costs, if any, that would not have otherwise been incurred by Company absent such request for additional delivery points. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and customers that shall not exceed the minimum term. In each request for service under this RiderTariff, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request.

Special Terms and Conditions

The Company will provide such backup delivery point service under the following conditions:

- 1. Company reserves the right to refuse backup delivery service to any customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service. Company shall provide to the customer written documentation describing the circumstances that warrant the refusal to provide backup delivery point service.

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RATE BDP – BACKUP DELIVERY POINT SERVICE

2. The amount of backup delivery point service shall be mutually agreed to by the Company and the customer because the availability of specific electric system facilities to meet a customer's request is unique to each service location.
3. System electrical configurations based on customer's initial delivery point will determine whether distribution and/or transmission charges apply to customer's backup delivery point.
4. In the event that directly assigned facilities are necessary to attach customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill customer the Company's full costs for such facilities and installations.
5. Energy supplies via any backup delivery point established under this ~~Rider~~Tariff No. 21 will be supplied under the applicable rate tariff and/or special contract and subject to the applicable rate adjustment riders listed in Appendix A – List of Applicable Rate Adjustment Riders.
6. Company and the customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which customer shall take service under this ~~Rider~~Tariff No. 21.
7. Company does not guarantee uninterrupted service under this ~~Rider~~Tariff.

Service Regulations

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's Service Regulations currently in effect, as filed with the Indiana Utility Regulatory Commission.

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RATE MBDR – MARKET BASED DEMAND RESPONSE**Availability**

Applicable to customers served under Rates LLF or HLF who enter into a service agreement and can demonstrate the ability to reduce energy consumption in accordance with the Midwest Independent Transmission System Operator's requirements. Customers desiring participation in this ~~RiderTariff~~ under multiple programs will be required to have a service agreement for each program desired and may not participate in multiple programs under this ~~RiderTariff~~ with the same curtailable load amount. Customers participating in ~~Standard Contract RiderTariff~~ No. 23, Peak Load Management can participate in this ~~RiderTariff~~ only with load not curtailable under ~~Standard Contract RiderTariff~~ No. 23.

ARCs, as defined below, may also aggregate customers in accordance with a service agreement and participate in this ~~RiderTariff~~.

Customer/ARC must assist and coordinate with Company to complete all MISO registration requirements. Participation under this ~~RiderTariff~~ may not begin or continue unless MISO has accepted and approved all applicable requirements for resource participation.

Company reserves the right to limit MW participation in this ~~RiderTariff~~ as set forth in applicable MISO BPMs.

Definitions

ARC:	Aggregator of Retail customers.
MISO:	Midcontinent Independent System Operator, Inc.
BPM:	MISO Business Practice Manual, currently in effect
CPNode:	Commercial Pricing Node as such term is defined by
EDR	Emergency Demand Response, a type of demand response resource as defined by MISO.
DRR Type I	Demand Response Resource Type I, a type of demand response resource as defined by MISO.
LMP:	Locational Marginal Price
MFRR:	Marginal Foregone Retail Rate, the full marginal retail rate inclusive of trackers excluding any demand component effects.
Consumption Baseline:	An estimate of the electric consumption amount absent load curtailment for a demand response event.
Curtailment Amount	The amount of load the customer reduces from its Consumption Baseline as specified in the service agreement.

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RATE MBDR – MARKET BASED DEMAND RESPONSE**Minimum Curtailment Amount**

At a minimum, customer must provide a Curtailment Amount equal to the greater of:

- (i) 1 MW,
- (ii) 5% of customer's maximum demand over the past 12 months,
- (iii) the minimum MW amount for participation as specified by MISO in the applicable BPM for the type of resource offered.

Any load curtailable under ~~Rider~~Tariff No. 23 will not be included toward the minimum Curtailment

Amount. ARC can meet required minimum Curtailment Amount through aggregation of customers.

~~Rider~~Tariff Description

Participation in this ~~Rider~~Tariff is voluntary and offers customers the opportunity to reduce their electric costs through participation with Company in the MISO wholesale energy market and to help preserve reliable electric service by managing their electric usage during MISO-declared emergency events. Customer and/or ARC and Company will enter into a service agreement under this ~~Rider~~Tariff, which will specify the terms and conditions under which customer agrees to reduce usage.

Duke Energy Market Based Programs

Duke Energy Indiana will offer programs specified in the service agreements. Additional programs consistent with this ~~Rider~~Tariff's provisions may be offered in future service agreements as customer preferences and demand develop. Program participation requirements will be detailed in the service agreement including the ability to specify certain offer parameters. Programs to be offered under this ~~Rider~~Tariff include:

- 1) PowerShare® EDR Program and
- 2) PowerShare® DRR Type I Energy Program

Customer/ARC participation in the programs will be offered by Company to MISO for potential load reduction daily, as applicable, through an established default offer. Customer has the option of revising the default offer, as applicable, on any particular day provided customer notifies Company prior to the specified time in the service agreement.

Metering Requirements

Customers must have a meter capable of providing the load metering frequency and telemetry required by the MISO in the applicable BPM for each participating account. Duke Energy Indiana will install the MISO-compliant and Commission-compliant metering and telemetry required upon customer approval of the estimated installed cost as provided by Company. Installation must be completed before participation may begin. After installation, Company will invoice customer/ARC for the installed cost of the compliant telemetry and metering. Customer/ARC may elect to install its own Company-approved metering, with the Company reserving the right to inspect the equipment and owning the equipment once it is installed.

Curtailment Plan Compliance Options

Customers/ARC may elect to participate in this ~~Rider~~Tariff by either choosing to:

- a) reduce demand to a specified level, Firm Demand Level ("FDL"), or
- b) reduce energy usage a specified amount below a baseline, Guaranteed Load Drop ("GLD").

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RATE MBDR – MARKET BASED DEMAND RESPONSE**Firm Demand Level (FDL)**

Customers/ARCs electing this option agree, upon notification by Company, to limit their demand to a firm load level. The method to compute the amount of the demand reduction during events will be specified in the service agreement under the Measurement and Verification section.

Guaranteed Load Drop (GLD)

Customers/ARCs electing this option agree, upon notification by Company, to reduce energy usage below their consumption baseline level by the customer specified, and agreed upon by Company, amount. The method to compute the amount of the demand reduction during events will be specified in the service agreement under the Measurement and Verification section.

The curtailment plan compliance option(s) available for a particular program will be specified in the service agreement. In addition, special processing, if any, will be specified in the service agreement for ~~Rider~~Tariff No. 23 participants to ensure Curtailment Amounts of all load under this ~~Rider~~Tariff and ~~Standard Contract Rider~~Tariff No. 23 are coordinated and not double counted. Under no circumstance will customer/ARC be compensated for the same load reduction under both ~~Standard Contract Rider~~Tariff No. 23 and ~~Rider~~Tariff MBDR.

Customer and/or ARC must agree to the consumption baseline method specified in the service agreement.

Charges For Failure to Perform

If the customer/ARC does not reduce load in accordance with the service agreement, MISO may charge the Company a penalty for failure to perform. The customer/ARC's participation shall be suspended if payment of any undisputed fees become past due. Further, the Company and the customer/ARC will discuss methods to comply during future events. If the MISO terminates the ability of the resource to participate, the Company shall immediately terminate the customer's/ARC's participation. If there are system reliability issues created by the customer/ARC's failure to perform, the Company reserves the right to suspend participation of the customer/ARC under this ~~Rider~~Tariff for 90 days or to terminate the customer/ARC participation. The customer has the right to ask the Commission to review any decision made by the Company.

Settlements

Based upon customer performance related to MISO-cleared offers and applicable fees, Company will establish a bill credit and structure of bill credit or debit to be given to customers that enroll directly under this ~~Rider~~Tariff. Customer will receive credits or debits on its Company-issued electric bill. Depending on the customer's billing cycle and when credits or debits are issued within the month, posting of the credits or debits to the customer's bill may be delayed one billing cycle. All applicable fees and charges as specified in the service agreement and this ~~Rider~~Tariff will be applied on customer's electric bill. If necessary, adjustments will be applied to subsequent customer bills for revised settlement amounts.

Company shall pay or charge an ARC for the ARC's customer portfolio performance amount under this ~~Rider~~Tariff under separate check or wire transfer as specified in the applicable service agreement. Credits or debits will be provided as specified in the service agreement.

The value of the credit or debit will take into consideration the customer/ARC specified offer parameters,

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RATE MBDR – MARKET BASED DEMAND RESPONSE

the MISO LMP for the CPNode applicable to the customer's participating site, any appropriate bill savings from reducing load under the applicable Standard Rates (MFRR), program administrative costs, and other factors determined and specified in the service agreement.

Billing Under Standard Rates

Customers served under Rates LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, customers will receive credits and debits on their electric bill, where applicable, for participation in this ~~Rider~~Tariff based upon the elected program as outlined above and in the service agreement.

Aggregators of Retail customers

An ARC may aggregate Duke Energy Indiana customers to facilitate customer participation with Company in this ~~Rider~~Tariff. Each individual customer in such an aggregation of customers must be identified by the ARC and provide all information needed for and requirements for participation and registration, as set forth in the applicable service agreement. The ARC will be subjected to the same requirements set forth for customers as specified in this ~~Rider~~Tariff and the applicable service agreement. A customer may serve as an ARC. No customer shall be represented by more than one ARC. No customer may participate through an ARC while simultaneously participating directly in this ~~Rider~~Tariff.

Program Equipment

Company will specify a communication plan in the service agreement, which may include software, to be used to provide Company with customer specified offer parameters and participation elections. Customer will be responsible for providing its own internet access if needed. Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this ~~Rider~~Tariff. While customers are encouraged to use such equipment or software packages to maximize benefits under this ~~Rider~~Tariff, it is not a requirement for program participation. It is customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

Special Terms and Conditions

Except as provided in this ~~Rider~~Tariff, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under this ~~Rider~~Tariff and the service agreement, will not be deemed an event period under this ~~Rider~~Tariff.

Agreements under this ~~Rider~~Tariff will in no way affect customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules.

It will be customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this ~~Rider~~Tariff.

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Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

IURC NO. 16

Original ~~Tariff~~ No. 23

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PEAK LOAD MANAGEMENT**Availability**

Applicable to customers served under Rates CS, LLF, HLF or Special Contracts. Customers must enter into a service agreement.

Program Description

The Peak Load Management ("PLM") Program is voluntary and offers customers the opportunity to reduce their electric costs by managing their electric usage during Company's peak load periods. Customer and Company will enter into a service agreement under this ~~Rider~~Tariff which will specify the terms and conditions under which customer agrees to reduce usage.

Service Options

Customers may elect to participate in a PLM service option by either choosing to:

- a) reduce demand to a specified amount,
- b) reduce energy usage below their baseline

Upon approval of Company, customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under different Rate Schedules (CS, LLF, HLF) and/or Special Contracts of Company, for any of the options available under the PLM Program. Any aggregation of customer loads applies only to the provisions of this ~~Rider~~Tariff (the PLM Program) and in no way is to be used to permit a customer to migrate between Rate Schedules, ~~Standard Contract Rider~~Tariffs, and/or Special Contracts.

The specific hours for the PLM service option will be mutually agreed upon between customer and Company and specified in the service agreement. The targeted hours for the PLM Program will generally be, but are not limited to, between 11:00 A.M. and 8:00 P.M. (Eastern Standard Time/EST), Monday through Friday, starting May 1 and ending October 31. Target hours for the November 1 through April 30 timeframe will generally be, but are not limited to, between 6 am and 10 pm EST.

Buy-through energy is the incremental energy the customer has decided to purchase in lieu of managing their electric demand or energy usage as agreed upon between the customer and the Company.

Demand Reduction Option

Customers served under the Rates CS, LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to limit their demand to a Firm Load Level. Customer and Company will mutually agree on the amount of demand reduction, the conditions under which a request for reduction can be issued and the mechanism to be used to verify compliance. Based upon these factors, Company will establish a bill credit to be given to customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy, any bill savings from reducing load under the applicable Standard Rates and program administrative costs.

Company will provide buy-through energy, if available, to be billed based on price quotes (Buy - through Quotes) provided to customer. Such Buy-through Quotes will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable ~~Rider~~Tariffs and taxes included in the Standard Rate. customer will be billed for all usage above the Firm Load Level at such Buy-through Quotes.

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PEAK LOAD MANAGEMENT

Energy Reduction Below Baseline

Customers served under the Rates CS, LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level. Reductions below the Baseline Level during such periods will be credited at the Energy Buy-Back Price Quotes (Price Quotes) provided to customer by Company. Company will establish a bill credit to be given to customer and the structure of the bill credit. The determination of such bill credits will take into consideration the projected avoided cost of energy, any bill savings from reducing load under the applicable Standard Rates and program administrative costs.

Customer will agree to provide Company with an estimate of the amount of load reduction to be provided during such periods. The Baseline Level must be mutually agreeable to both the customer and the Company as representing the customer's normal usage level during the time period that a notification could be given.

Company will provide buy-through energy, if available, to be billed based on the real-time price of energy. Such buy-through will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable ~~Rider~~Tariffs and taxes included in the Standard Rate. customer will be billed for all usage above the contracted load reduction at such buy-through prices.

Billing Under Standard Rates

Customers served under Rates CS, LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and as outlined in the PLM service agreement.

Program Equipment

Company will provide Internet based communication software to be used to provide customer with the Buy-through and Day-ahead Price Quotes. customer will be responsible for providing its own Internet access.

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While customers are encouraged to use such equipment or software packages to maximize benefits under this PLM Program, it is not a requirement for program participation. It is customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

Special Terms and Conditions

Except as provided in this ~~Rider~~Tariff PLM, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the PLM Program, will not be deemed a notice period under this PLM Program.

Agreements under the PLM Program will in no way affect customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules.

It will be customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this ~~Rider~~Tariff.

Issued:

Effective:

RATE WP - SCHEDULE FOR WATER PUMPING AND/OR SEWAGE DISPOSAL

Availability

Available to privately-owned utilities and to municipalities (hereinafter referred to as "Customer") for the electric energy for operation of a water pumping system and/or a sewage disposal system at such locations as are within the corporate limits of a municipality to which said service is supplied, or within territory in which Company has the right to serve.

Character of Service

Alternating current having a frequency of sixty Hertz at any standard distribution voltage supplied by Company and available in the area to be served.

Rate*

Connection Charge	\$ 21.5616.59
First 2,000 kWh	\$ 0.147844114574 per kWh
Over 2,000 kWh	\$ 0.104623081079 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Minimum Monthly Bill

The total Minimum Monthly Bill shall be the Connection Charge.

Measurements of Energy and Demand

Energy and demand shall be measured by suitable integrating instruments.

Special Terms and Conditions

1. Company, where necessary and subject to the provisions of ~~Standard Contract Rider~~Tariff No. 52, will supply and maintain at each location required for the water pumping system and/or a sewage disposal system of Customer, the complete transformation equipment that is necessary in order to make one transformation to a standard voltage, required by Customer, from the voltage of such available distribution line as the Company deems adequate and suitable to serve the required capacity. Not more than one such transformation to one voltage will be installed at Company's expense at any single location of Customer, provided, however, that when the voltage required on the load side of the power transformation is approximately 480 or 240 volts and Customer requires approximately 120 volts two-wire (or 120/240 volts three-wire) for lighting purposes, Company, at the same location, will supply the transformation to obtain such lighting voltage.
2. Service at each location required by Customer shall be furnished through one meter, except that, at the option of Company, service may be furnished through not more than one meter for the lighting service and one meter for the power service when service is metered at 480 volts or less.
3. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond each point of connection of Customer's service lines with the lines of Company shall be considered the distribution system of Customer and shall be furnished, owned, and maintained by Customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company and installed beyond each said point of connection.

Duke Energy Indiana, LLC

1000 East Main Street
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IURC NO. 4516

Original ~~Sheet~~Tariff No. 26

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SOLAR SERVICES

Program Description

Closed to new participation after June 5, 2024. The program allows for eligible customers to have solar energy facilities installed on their premises to be constructed, operated, and maintained by the Company and receive the kwh output of the facility.

Availability

Available to non-residential customers who are served under one of the following Rate Schedules or ~~Standard Contract Riders~~Tariffs:

- Rate CS - Commercial Electric Service
- Rate LLF - Low Load Factor Service
- Optional Rate LLF - High Efficiency Total Electric Commercial Service
- Optional Rate LLF - Time-Of-Use Service
- Rate HLF - High Load Factor Service
- Optional Rate HLF - Time-Of-Use Service
- Rate WP - Water Pumping and/or Sewage Disposal

~~Commercial Pilot and Experimental Electric Service~~ pilot program participants are ineligible.

Each facility must comply with the requirements of ~~Standard Contract Rider~~Tariff No. 57, Net Metering, ~~Rider~~Tariff 54, **Excess Distributed Generation**, ~~Standard Contract Rider~~ and/or ~~Standard Contract Rider~~Tariff No. 80, Interconnection Service. The Customer will be responsible to adhering to these requirements and meeting all obligations, including but not limited to insurance coverage and indemnification. Each facility must be on a suitable location for the service requested as determined by the Company.

Special Terms and Conditions

1. Customer and Company shall enter into a Service Agreement defining the obligations of the parties for an initial term no greater than 20 years, with renewal terms thereafter as defined in the Service Agreement. The Service Agreements shall be established under Internal Revenue Code section 7701(e) and in compliance with Indiana Code § 8-1-2.5-6.
2. Company will establish a market based price paid by Customer through negotiation, based on criteria that includes, but is not limited to, an evaluation of the customer's credit worthiness for eligibility under this program. The credit criteria and Customer eligibility shall be at the sole discretion of the Company and may impact project pricing.
3. Payment will be made monthly within the time limits established under the terms in the Service Agreement. Customers may be billed separately from their monthly electric bill.
4. Termination of the Service Agreement prior to the conclusion of the initial term shall be subject to termination provisions established under the terms in the Service Agreement.
5. Customer may assign the terms of this Service Agreement to subsequent owners of the property or building, subject to agreement by the Company.
6. Customers will not be subject to disconnection of retail energy service due to nonpayment of Service Agreement fees. Delinquent payments will be subject to the terms of the Service Agreement.

Issued:

Effective:

RATE USFL – UNMETERED SMALL FIXED LOAD SERVICE

Availability

Applicable to all customers for small fixed, electric loads not exceeding 100 Watts which can be served by a standard service drop from the Company's existing secondary distribution system where it is considered by the Company to be impractical to meter.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Computed in accordance with the following charges and based upon calculated energy use determined by the rated capacity of the connected equipment:

Connection Charge	\$13.91
Energy Rate	
Loads with greater than or equal to 635 hours use per month.....	\$0. 094976 per kWh
Loads with less than 635 hours use per month.....	\$0. 115325 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected.

Special Terms and Conditions

1. Each separate point of delivery of service shall be considered individually for assessment of charges detailed above.
2. The customer shall furnish switching equipment satisfactory to the Company.
3. The calculated energy use per month shall be determined by the Company taking into consideration the size and operating characteristics of the load.
4. The customer shall notify the Company in advance of every change in connected load or operating characteristics, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of any such changes, the Company reserves the right to refuse to serve the Fixed Load thereafter under this ~~Schedule~~ Tariff, and shall be entitled to bill the customer retroactively on the basis of the changed load and operating characteristics for the full period such load was connected.

RATE EVFC – PUBLIC ELECTRIC VEHICLE FAST CHARGING SERVICE

Availability

Public Electric Vehicle Fast Charging (EVFC) services will be available to all electric vehicle owners, without preference to Company’s electric service customers, at Duke Energy Indiana (Company)-owned public electric vehicle charging stations where the Company provides fast charging service and accepts payments from the station user (electric vehicle operator).

Character of Service

EVFC services will be available at Company-owned stations with output of 50 KW or greater. The stations will be accessible to the public for charging of electric vehicles. Service under this rate is subject to the Company’s currently effective and filed “General Rules and Regulations for Electric Service”. In case of conflict between any provisions of this schedule and the “General Rules and Regulations for Electric Service,” the provisions of this rate schedule shall apply.

Rate

The EVFC rate is calculated using a statewide average for EVFC charging offered by individual fast charge stations in Indiana that charge a consumption-based or time-based fee, are greater than 50kW in charging output capacity, offer at least one charging connector and are publicly accessible 24-hours per day. This average rate will be reviewed quarterly and updated when the statewide average changes by more than 10% from the amount listed in this tariff.

Individual Station Fast Charge Electric Vehicle Energy Rate = (R x D) / K
Where:

- R = Rate charge per minute
- D = Charging session duration in minutes
- K = KWH used per charging event

Energy Charge * \$0.516453 per kWh
 Vehicle Idling Fee \$1.00 per minute

*Energy charge includes applicable Sales Tax

Terms of Payment

The vehicle idling fee may apply following a ten-minute grace period at certain stations located in close proximity to highway corridors or other highly trafficked areas. The Company reserves the right to limit station output (kW or kWh) based upon periods of high demand or high station utilization. The applicable rate (Energy Charge), including applicable taxes, will be visible to the users on the display. Users will be notified when the charging session is complete via the display located at the charging station and have the ability to obtain a detailed receipt.

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RATE EVSE – ELECTRIC VEHICLE SERVICE EQUIPMENT

Availability

To an individual Customer desiring electric vehicle charging infrastructure at locations served by the Company’s system. If safety, reliability, or access negatively affects delivery of service under this Schedule, service may be withheld or discontinued. Customer may choose any applicable rate schedule for electric service.

Character of Product or Service

This offering is available for networked or non-networked Electric Vehicle Service Equipment (“EVSE” or “charging infrastructure”). Networked EVSE contains wi-fi, cellular, or other communications capabilities to connect to the internet for communications, data gathering, and charging load management purposes by the Customer and/or the Company. The Company may provide programs and/or services to help Customers manage charging during off-peak hours.

Contract for Electric Vehicle Service Equipment

The original term of Contract may be from a minimum of four (4) years to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days’ written notice. The Customer may amend or terminate the Contract before the expiration of the initial Contract Period by agreeing to pay for service used to the date of disconnection. Customer shall also be liable for the minimum charges which would be due the Company for the remaining period of the contract in accordance with the contract provisions. The Company may require a deposit not to exceed 1/6th of a customer’s estimated annual program revenue. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the Contract. Minimum term of Contract for specific situations shall be:

- (a) Four (4) years for Level 2 charging infrastructure installed at a residence and designated by the Company as standard equipment and mounted on a wall.
- (b) Four (4) years for Level 2 charging infrastructure at a location other than a residence and designated by the Company as standard equipment mounted on a wall, pedestal, pole, or pad.
- (c) Eight (8) years for Direct-Current Fast Charging (“DCFC”) infrastructure installed and designated by the Company as standard equipment.
- (d) Ten (10) years for Level 2 charging and DCFC infrastructure designated by the Company as non-standard and/or installations including Extra Facilities as described in Rate paragraph (E) below.

Rates

(A) Level 2 EVSE

Level 2 charging infrastructure will be billed for installations of standard equipment installed on the Customer’s side of the meter served by the Company’s system.¹

(1) Residential

EVSE Description	kW ranges	Mounting	EVSE Monthly Rate

¹ Rates include equipment, maintenance, and annual software networking fees, but do not include the monthly charges for any necessary non-standard equipment associated with the Company’s Service Regulations and/or Line Extension Deposit requirements, electrical panel/wiring make-ready costs, costs for work on the Company’s side of the meter, non-standard equipment, or any contribution required under this Schedule. Internet connectivity, arranged by the Customer and at the Customer’s expense, may be required for Customers to participate in certain Company programs that may be offered in conjunction with other Company tariffs.

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Non-Networked 240V EVSE Cord - NACS	Up to 11.5 kW	Inside or Outside Wall	\$15.23
Non-Networked 240V EVSE 25ft Cord – J1772	Up to 7.7 kW	Inside or Outside Wall	\$17.95
Non-Networked 240V EVSE 25ft Cord – J1772	Up to 9.6kW	Inside or Outside Wall	\$19.56
Non-Networked 240V EVSE 25ft Cord – J1772	Up to 11.6 kW	Inside or Outside Wall	\$25.06
Networked 240V EVSE 25ft Cord Includes Software – J1772	Up to 9.6 kW	Inside or Outside Wall	\$20.60

(2) Non-Residential

EVSE Description	kW ranges	Mounting	EVSE Monthly Rate
Non-Networked 208/240V EVSE Cord-NACS	Up to 11.5 kW	Outside Wall	\$15.23
Non-Networked Ruggedized 208/240V EVSE 25ft Cord – J177	Up to 7.7 kW	Outside Wall	\$19.69
Networked Client * 208/240V EVSE, 25ft Cord, Includes Software – J1772	Up to 7.7 kW	Outside Wall	\$80.77
Networked Gateway 208/240V EVSE, 25ft Cord, Includes Software – J1772	Up to 7.7 kW	Outside Wall	\$94.33

* Networked Client stations must be paired with a Networked Gateway. A Gateway can serve up to 11 Clients. A Client is not able to operate independently.

(B) DCFC infrastructure (Non-Residential)

DCFC infrastructure will be billed for installations of standard equipment installed on the Customer's side of the meter on the Company's system.¹

EVSE Description	kW range	Mounting	EVSE Monthly Rate
DCFC24 Networked with CCS-1 and CHAdeMO Cables, LED Display, Cellular Modem, Cable Management Hoister, Includes Software	24 kW	Outside Wall	\$322.42
DCFC50 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software	50 kW	Customer's Pad	\$670.17
DCFC75 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software	75 kW	Customer's Pad	\$888.34
DCFC100 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software and two rebuilds	100 kW	Customer's Pad	\$1,233.31
DCFC150 Networked with CCS-1 and CHAdeMO Cables, High Resolution Touch Screen Display, Cellular Modem, Cable Management Hoister, Includes Software and two rebuilds	150 kW	Customer's Pad	\$1,519.44

(C) Pedestal or Pole Mounting

A special EVSE pedestal or pole is any Company-owned pedestal or pole installed as a part of an electric vehicle charging system and on which no other Company-owned overhead distribution facilities are installed. A Customer may choose to integrate EVSE with facilities that provide outdoor lighting services pursuant to the provisions contained within the Company’s lighting service tariffs.

Mounting Description	Monthly Mounting Rate
Level 2 – Outdoor EVSE Mount (Residential)	\$7.86
Level 2 – Universal Pedestal (Non-Residential)	\$11.86
30ft Standard Wood Pole (Non-Residential)	\$8.55
Protective Concrete Bollard (Non-Residential)	\$5.66
Cable Management Hoister (Non-Residential)	\$10.48
EV Supplemental Circuit**	\$16.50

***Availability expected in 2022*

(D) Make-Ready Costs

To receive service under this Schedule, Customers may need to upgrade their electrical panel/wiring on the Customer’s side of the meter prior to the installation of Level 2 and/or DCFC infrastructure. The EVSE Monthly Rate listed does not include estimated electrical panel/wiring make-ready costs.

Customer may elect to have the Company coordinate necessary enhancements and reimburse the Company for the associated cost, or secure necessary enhancements from a qualified 3rd party of their choice. In either case, the Customer and Company shall discuss and determine any necessary make-ready infrastructure and location of equipment prior to the scheduled EVSE installation date.

Any necessary electrical panel/wiring upgrades on the Customer’s side of the meter remain the property of the Customer.

Wiring upgrades, line construction, and/or other service connections needed on the Company’s side of the meter are subject to the Company’s Line Extension Policy. ([Company’s Line Extension Policy is Rider 52](#)).

(E) EVSE Facilities

Customer shall additionally pay a Facilities charge when EVSE facilities are requested that differ from EVSE facilities normally supplied by the Company to render charging service (e.g. customer chosen EVSE facilities to customize EVSE operation).

In such cases, customer shall pay an EVSE Facilities charge of 2.21 percent for L2 and 1.33 percent for DCFC per month, of the estimated original installed cost of the EVSE Facilities. EVSE Facilities that are above normal include, but are not limited to, the following:

- Non-standard EVSE not included in the EVSE Monthly Rate provision, above.
- Extra Cords
- Any special EVSE mounting facilities not included in the Monthly Mounting Rate or provided for in the EVSE Monthly Charge

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Billing

Customer will be billed monthly based on the pricing offered above.

Special Terms and Conditions

- 1) Non-Refundable Amounts:
 - Materials and methods of installation other than the Company's materials and methods under this pilot, which created additional cost the customer paid for. The Company's materials and methods are those that are reasonably necessary to deliver service as described in the provisions above.
 - Customer paid estimated cost of installing cables and conduit under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
 - Service supplied under the Monthly Rates listed above does not include the conversion of existing overhead circuits to underground. In such case, requesting Customer shall pay the corresponding cost. Customer shall pay, in addition to the applicable contribution and charges herein installation costs, plus removal costs, less salvage value of the overhead conductor being removed.
- 2) The Company will readily maintain, as soon as practical, the EVSE during working hours (7 AM to 7 PM) following notification by the Customer. After hours service is available from 7 PM to 7 AM at a cost of \$140 per hour per trip.
- 3) At the request of the Customer, the Company shall remove or move Level 2 EVSE, as required by the Customer, at a cost of \$100 per removal/move for residential Customers or \$165 per removal/move for non-residential Customers in addition to applicable termination penalties discussed above due to the varied cost of DCFC EVSE, the Company will perform a cost of removal/move calculation based on actual costs to remove/move DCFC EVSE to determine applicable charges.
- 4) The installation of EVSE shall be in a location that is readily accessible by truck to support installation and maintenance of Company facilities. The Company reserves the right to refuse service if is not physically feasible to offer service and/or maintain charging equipment.
- 5) The customer owns all electrical panel/wiring on the customer's side of the meter with the exception of any optional specialty company owned EV supplemental circuit technology. The Company does not warrant any electrical panel/wiring make-ready work on the customer's side of the meter.
- 6) The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been damaged. The Company shall not be required to make such repair or replacement or to make payment to the customer for damage.
- 7) For networked EVSE installations, the Customer shall provide and be responsible for maintaining communication access through either wi-fi, cellular, or other communications capabilities.
- 8) Rates shall be updated either up or down when installed equipment pricing varies by more than or equal to five (5) percent.
- 9) Networking and maintenance are included in the monthly rate with selected networked EVSE.
- 10) For networked EVSE, the Customer may access network data for their respective chargers.
- 11) The Customer is responsible for compliance with local ordinances that may require an electrical inspection prior to Duke Energy installing EVSE.

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Effective:

SL - STREET LIGHTING SERVICE

Availability

~~This rate schedule is no longer available after September 1, 2004 for new Customers, new installations, upgrades or conversions.~~ Potential customers should contact a Company account representative for more information concerning lighting options.

Rate*

For Standard Lighting Service

"Cobra Head" Luminaire

Mercury Vapor Lamps

Lamp Size	Average Initial Lumens	Steel Pole – Direct Embedded	Cost Per Lamp Per Month		
			Steel/Aluminum Pole-Foundation Mounted	Wood Pole – Direct Embedded	Additional Fixture (each)
175 Watts	8,000 lumens	\$ 23.78	\$ 29.16	\$11.25	\$ 8.70
250 Watts	11,000 lumens	26.06	30.20	13.37	10.92
400 Watts	22,000 lumens	29.16	33.27	18.00	13.91
700 Watts	40,000 lumens	36.64	40.66	26.27	21.21
1000 Watts	59,000 lumens	43.27	47.21	32.93	27.61

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Steel Pole – Direct Embedded	Cost Per Lamp Per Month		
			Steel/Aluminum Pole-Foundation Mounted	Wood Pole – Direct Embedded	Additional Fixture (each)
100 Watts	9,600 lumens	\$ 22.67	\$ 26.72	\$ 9.15	\$ 8.20
150 Watts	16,000 lumens	25.49	29.71	9.91	9.76
200 Watts	22,000 lumens	27.11	31.33	11.36	11.30
250 Watts	30,000 lumens	28.43	32.69	12.51	12.80
400 Watts	50,000 lumens	32.09	36.32	15.06	16.28

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SL - STREET LIGHTING SERVICE

"Post Top" Luminaire

Traditional Fixture

Mercury Vapor Lamp

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Steel/Pole - Foundation Mounted
		175 Watts	8,000 lumens
200 Watts	11,000 lumens	17.46	20.50
400 Watts	22,000 lumens	27.58	30.65

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Steel Pole - Foundation Mounted
		100 Watts	9,600 lumens
150 Watts	16,000 lumens	16.01	19.10
250 Watts	22,000 lumens	26.46	29.63
400 Watts	50,000 lumens	27.05	32.20

Classic Fixture

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Fiberglass/Aluminum Pole - Foundation Mounted
		100 Watts	9,600 lumens
150 Watts	16,000 lumens	43.06	44.24
200 Watts	22,000 lumens	44.16	45.41
250 Watts	30,000 lumens	45.66	46.81

SL - STREET LIGHTING SERVICE

"Rectangular Cutoff" Luminaire

Lamp Size	Lumens	Embedded	Mounted	(each)
100 Watts	9,600 lumens	\$ 25.94	\$ 30.30	\$10.47
150 Watts	16,000 lumens	29.04	29.67	11.28
200 Watts	22,000 lumens	28.23	32.89	12.53
250 Watts	30,000 lumens	31.60	34.58	14.28
400 Watts	50,000 lumens	34.79	37.80	17.48

"Customer Owned" Systems

The "Customer Owned" Systems are no longer available under this rate schedule. Current "Customer Owned" Systems shall be billed on a monthly basis for each lamp connected to Company's system based upon the estimated average monthly kilowatt-hour consumption for each lamp times \$0.115043 per kilowatt-hour **until transition to rate UOLS is complete.**

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Ownership of System - Service Lines

For Company owned street lighting systems, Company will furnish, provide, install, own, operate and maintain the necessary facilities for furnishing street lighting service to Customer. Provided, however, it shall be Customer's responsibility to provide any necessary trenching in concrete or asphalt and the

SL - STREET LIGHTING SERVICE

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suitable repair thereof, i.e., sidewalks, streets, alleyways, etc., required for the construction of an underground street lighting system.

For "Customer Owned" systems, Company will furnish, provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the "Customer Owned" system. Provided, however, it shall be Customer's responsibility to furnish, provide, install, own, operate and maintain such "Customer Owned" system.

Company shall erect the service lines necessary to supply electric energy to the said street lighting systems within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the street lighting system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through its own best efforts.

The Customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.

Lighting Hours

Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4,000 hours annually.

Maintenance of Lighting System

Company will repair and/or replace and maintain all facilities owned by Company, including lamps and glassware in accordance with the Special Terms and Conditions below which may be necessary to provide continuous operation of the street lighting system. Company is not responsible for maintaining "Customer Owned" systems.

Changes in Lamp Location

Company will change the location of any lamp or lamps constituting a part of the Company owned street lighting system which are, or may be, installed and/or operated under this schedule. Any such change in lamp location will be made only upon written order from Customer. The actual cost and expense of making each such change in lamp location shall be borne by Customer.

Payments for Service

Bills for street lighting service as supplied under this schedule will be submitted by Company to Customer monthly.

Initial Payment

Company may require from applicants for Company-owned street lighting service an initial payment equal to one-year of the estimated charges for street lighting service before the street lighting system is constructed. Such initial payment shall be credited against the actual monthly billing for street lighting

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SL - STREET LIGHTING SERVICE

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service starting with the first bill rendered and continuing until the full amount of the initial payment has been refunded.

Contract for Service

A Customer seeking service under this schedule for a Company owned street lighting system shall make and enter into a contract with Company for an initial term of ten (10) years, and successive terms of five (5) years.

Special Terms and Conditions

- 1) When a Company owned street lighting unit and/or pole reaches the end of its useful life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole. The Customer shall commence being billed on Rate LED for the available similar lighting unit and/or pole and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.
- 2) Customers may request Company to remove the lighting system and replace it with their own. Company will honor such request when the customer fulfills their remaining financial responsibilities contained in their contract.
- 3) For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar non-restricted LED fixture and the customer shall commence being billed at its applicable lighting rate.
- 4) Outage credits do not apply.

MHLS – METERED HIGHWAY LIGHTING SERVICE

Availability

Available for highway lighting service to state highway lighting systems owned and maintained by the State of Indiana (hereinafter called State) at such locations as are within the Company's service area and are adjacent to an electric power line of Company that is adequate and suitable for supplying the service requested.

Rate*

Connection Charge \$21.50 per month
Energy Charge \$0.099322 per kWh

**Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.*

Ownership of System Service Lines

The ownership of the property comprising a highway lighting system served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors, and other appliances and structures, except the distribution transformer and all equipment therefore, is and shall remain in State.

Company shall erect the service lines necessary to supply electric energy to the point of connection with the highway lighting system within the limits of the public structures, public streets and highways of State or on private property as mutually agreed upon by Company and State, provided, however, that where such extension exceeds two spans State shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electric energy to the highway lighting system, including labor, material, stores, freight and handling expenses and a charge for overhead.

State shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the highway lighting system. State shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

Maintenance of Lighting System

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company's property with the highway lighting system.

Company will not maintain at its own cost and expense any part of the State-owned and Maintained highway lighting systems. The State shall be responsible for all maintenance of such systems.

Company will furnish necessary materials and do the work of maintaining any other part of the above State-owned highway lighting systems whenever State shall by written order request Company to do so. The actual cost and expense of such materials and work shall be borne by State.

The customer State will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.

MHLS – METERED HIGHWAY LIGHTING SERVICE

Changes in Lamp Location

Company will furnish necessary materials and do the work of changing the location of any lamp or lamps constituting a part of the highway lighting system supplied hereunder. Any such change in lamp location will be made only upon written order from State. The actual cost and expense of such materials and work required in making each such change in lamp location shall be borne by State.

Contract for Service

The State in seeking service under this schedule shall make and enter into a contract with Company for an initial term of ten (10) years, and successive terms of five (5) years.

The installation of an additional State-owned highway lighting system or the installation of an additional lamp or lamps to an existing system, and the connecting to and/or furnishing of electric energy to such additional lighting system, lamp or lamps, shall be subject to a separate or supplemental agreement.

Issued:

Effective:

ESTIMATED KWH CONSUMPTION FOR
UNMETERED LIGHTS BY MONTH

Type of Light	January kWh	February kWh	March kWh	April kWh
175W Mercury Vapor	103	86	86	71
400W. Mercury Vapor	232	194	193	159
400W Mercury Vapor Dir	232	194	193	159
1000W Mercury Vapor Dir	567	473	471	389
100W Sodium Vapor	52	43	43	35
200W. Sodium Vapor	101	84	84	69
250W Sodium Vapor Dir	130	109	109	89
400W Metal Halide Dir	232	194	193	159
400W Sodium Vapor Dir	207	173	173	142
1000W Metal Halide Dir	567	473	471	389
50 LED	21	19	17	16
70 LED	29	27	24	23
110 LED	45	42	38	35
130 LED	53	50	44	42
150 LED	62	58	51	48
220 LED	90	85	75	71
260 LED	107	100	89	84
280 LED	115	108	96	90
420 LED	173	162	144	135
530 LED	218	204	181	171

Type of Light	May kWh	June kWh	July kWh	August kWh
175W Mercury Vapor	63	54	59	70
400W. Mercury Vapor	141	122	133	157
400W Mercury Vapor Dir	141	122	133	157
1000W Mercury Vapor Dir	344	299	327	384
100W Sodium Vapor	31	27	30	35
200W. Sodium Vapor	61	53	58	68
250W Sodium Vapor Dir	79	68	76	88
400W Metal Halide Dir	141	122	133	157
400W Sodium Vapor Dir	126	109	120	140
1000W Metal Halide Dir	344	299	327	384
50 LED	14	14	13	16
70 LED	19	19	18	22
110 LED	31	30	28	35
130 LED	36	35	34	41

Issued:

Effective:

ESTIMATED KWH CONSUMPTION FOR
UNMETERED LIGHTS BY MONTH

150 LED	42	41	39	48
220 LED	61	60	57	70
260 LED	72	71	67	83
280 LED	78	76	72	89
420 LED	117	114	108	134
530 LED	147	144	137	169

Type of Light	September kWh	October kWh	November kWh	December kWh
175W Mercury Vapor	78	92	98	106
400W Mercury Vapor	176	208	221	238
400W Mercury Vapor Dir	176	208	221	238
1000W Mercury Vapor Dir	430	507	539	583
100W Sodium Vapor	39	46	49	54
200W Sodium Vapor	76	88	95	103
250W Sodium Vapor Dir	99	116	123	134
400W Metal Halide Dir	176	208	221	238
400W Sodium Vapor Dir	157	184	196	213
1000W Metal Halide Dir	430	507	539	583
50 LED	16	20	19	23
70 LED	22	28	27	32
110 LED	35	44	43	50
130 LED	41	52	51	59
150 LED	47	60	58	68
220 LED	70	88	86	99
260 LED	82	103	101	118
280 LED	88	111	109	127
420 LED	133	167	163	190
530 LED	167	211	206	240

Issued:

Effective:

**ESTIMATED KWH CONSUMPTION FOR
UNMETERED LIGHTS BY MONTH**

Type of Light	Annual kWh
175W Mercury Vapor	928
400W. Mercury Vapor	2088
1000W Mercury Vapor	5108
100W Sodium Vapor	492
150W Sodium Vapor	744
200W. Sodium Vapor	940
250W Sodium Vapor	1248
400W Sodium Vapor	1872
175W Metal Halide	828
250W Metal Halide	1228
400W Metal Halide	1820
1000W Metal Halide	4320
30W LED	120
50W LED	200
70W LED	280
110W LED	440
130W LED	520
150W LED	600
220W LED	880
260W LED	1040
280W LED	1120
420W LED	1680
530W LED	2120

Note: Lighting customers are billed 1/12th, or the monthly average of the values above..

Issued:

Effective:

RATE UOLS - UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Availability

This rate is closed to new participation, new installations, upgrades or conversions.

Customers currently being provided service under this rate schedule can continue service at their election under Tariff 42 – Rate LED or under this rate schedule without changes to their current lighting system until this rate schedule terminates on June 1, 2044.

Customer must be adjacent to an electric power line of Company that is adequate and suitable for supplying the necessary electric service.

Customer owned Systems shall be accompanied by a written agreement between Customer and Company for electric energy usage as well as meet the connection requirements in the Company's General Terms and Conditions, Section 11, Customer's Installation.

Contract for Service

Customers will be entered into an Agreement for Electric Service for Outdoor Lighting for a minimum of one-year and renewable annually, automatically, thereafter (See Exhibit A for a sample agreement). Electronic signatures may be used to execute contracts.

Company will provide unmetered electric service for kilowatt hour usage on a per kilowatt hour basis for the annual energy usage for each luminaire's lamp wattage plus ballast usage, (impact wattage). System operating kilowatt hour usage shall be determined by the number of lamps and other System particulars as defined in the written agreement between Customer and Company. Customer will be billed for each month's kilowatt hours based on one twelfth (1/12th) of the estimated total annual kilowatt hour energy usage for the System. The monthly amount will be billed at the rate contained in the Rate section below.

Lighting Hours

All unmetered lighting systems, under this rate schedule, will be operated automatically by either individual photoelectric controllers or system controller(s) set to operate on dusk-to-dawn lighting levels only. Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times (See Exhibit C). Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4000 hours annually.

Rate*

For all kWh supplied each month..... \$0.118540 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Calculation For Energy Based Rate

Monthly bill will be based on the following calculation:

1. Lamp watts plus ballast wattage equals impact watts.
2. Impact watts times estimated annual burn hours as set in agreement equals annual watt hours.
3. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).
4. Annual kWh divided by twelve (12) months equals monthly kWh.
5. Monthly kWh times current rate per kWh = monthly dollar amount per luminaire.

Ownership of Service Lines

Issued:

Effective:

RATE UOLS - UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. The Customer will be required to pay either an estimated "aid-in-construction" or a "line extension deposit" for any facilities other than an overhead secondary service drop from an existing, adjacent, overhead secondary conductor.

RATE UOLS - UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

Company shall not be required to trim trees that interfere with lighting output or pay for obtaining permission to trim or retrim trees where such trees interfere with service lines or wires of Company used for supplying electric energy to the System. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

Outage Credits

Outage credits do not apply to Rate UOLS.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly. Bill payments are subject to Section 12 - Rendering and Payment of Bills - as stated in the Company's General Terms and Conditions.

Reconnection Charge

When service has been turned off by Company for non-payment of bills, a reconnection charge must be paid for each connection point in the System by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When service has been disconnected at the Customer's request, a charge may be made by the Company for reconnection of service for each connection point in the System for the same Customer.

RATE MOLS - METERED OUTDOOR LIGHTING ELECTRIC SERVICE

Availability

Available for an outdoor lighting system (System) to any Customer that requests such electric service from Company and is in Company service area and can be adequately provided by Company. The System can be Customer-owned or Company-owned. The Customer-owned System must meet the connection requirements as stated in the General Terms and Conditions, Section 11, Customer’s Installation. This service applies only to outdoor lighting systems that operate during the dusk-to-dawn time period.

Character of Service

This service is for electric energy only, no other service(s) to the System are provided for under this rate.

Company will provide metered service exclusively for an outdoor lighting system to Customer for either a Customer-owned or Company-owned System. Customer shall be billed based upon the metered monthly kilowatt-hour consumption plus a monthly connection charge for each metered point in the System according to the monthly rates specified in the Rate section below.

Rate*

Primary Connection Charge.....	\$66.51 per month
Secondary Connection Charge	\$15.53 per month
For all kWh supplied per month.....	\$0.073646 per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Ownership of System Service Lines

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. The Customer will be required to pay either an estimated “aid-in-construction” or a “line extension deposit” when an overhead secondary service drop from an existing, adjacent, overhead secondary conductor is not available or inadequate to serve the System or if underground service and/or service lines are required.

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with lighting output or with service lines or wires of Company used for supplying electric energy to the System. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it’s own best efforts.

The Customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.

RATE MOLS - METERED OUTDOOR LIGHTING ELECTRIC SERVICE

Lighting Hours

The metered System will be operated automatically by either individual photoelectric controllers or System controller(s) set to operate on either dusk-to-dawn lighting levels or on pre-set timers for any hours between dusk-to-dawn. Annual estimated operating hours set for dusk-to-dawn levels will be based on regional National Weather Bureau hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour before sunset and one-half (1/2) hour after sunrise, which is approximately 4000 hours annually.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly.

Reconnection Charge

When service has been turned off by company for non-payment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

RATE LED - UNMETERED OUTDOOR LIGHTING SERVICE

Applicability

To any customer seeking unmetered roadway or other unmetered outdoor illumination from Company owned LED technology. Customer must be adjacent to an electric power line of Company that is adequate and suitable for supplying the necessary electric service. Specific program technologies, services, pricing, and requirements are addressed below.

Character of Service

Company will provide automatically controlled unmetered lighting service. Service may include "smart" lighting technologies. Kilowatt hour usage will be determined on a per kilowatt hour basis for the annual energy usage for each luminaire's lamp wattage plus ballast usage, (impact watts). System operating kilowatt hour usage shall be determined by the number of lamps and other system particulars, as defined in the written Contract for Lighting Service (See Exhibit B for a sample agreement).

Agreement for Lighting Service

Rate LED requires an executed agreement detailing conditions and characteristics of LED service. This agreement between the customer and the Company shall specify the calculated lighting kilowatt-hours. The LED System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations. For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer. The Company's General Terms and Conditions apply to the provision of electric service for this program. Where deviations exist between the Company's General Terms and Conditions and a customer's agreement for Lighting Service the customer's agreement for lighting service guides.

Lighting Hours

All unmetered lighting systems, under this rate schedule, will be operated automatically. Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4000 hours annually.

Rates*

1) Energy

Energy charge based on the following calculation:

1. Lamp watts plus ballast wattage equals impact watts
2. Watts times estimated annual burn hours as set in agreement equals annual watt hours
3. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
4. Annual kWh divided by twelve (12) months equals monthly kWh
5. Monthly kWh times current rate per kWh = monthly dollar amount per luminaire

For all kWh supplied each month..... **\$0.110762** per kWh

2) Fixtures

Fixture Charges based on the following schedule:

DESCRIPTION	INITIAL LUMEN	LAMP WATTAGE	MONTHLY kWh	FIXTURE	MAINTENANCE
50W Neighborhood*	5,000	50	16.7	\$3.05	\$2.12
50W Neighborhood with Lens*	5,000	50	16.7	\$3.14	\$2.12
50W Standard LED	4,521	50	16.7	\$2.87	\$2.12
70W Standard LED	6,261	70	23.3	\$3.24	\$2.12
110W Standard LED	9,336	110	36.7	\$3.79	\$2.12
150W Standard LED	12,642	150	50.0	\$3.83	\$2.12
220W Standard LED	18,642	220	73.3	\$5.23	\$2.59
280W Standard LED	24,191	280	93.3	\$5.27	\$2.59
50W Acorn LED	5,147	50	16.7	\$10.38	\$2.12
50W Deluxe Acorn LED	5,147	50	16.7	\$11.65	\$2.12
70W Open Deluxe Acorn LED	6,500	70	23.3	\$12.00	\$2.12
50W Traditional LED	3,303	50	16.7	\$5.14	\$2.12
50W Open Traditional LED	3,230	50	16.7	\$5.45	\$2.12
50W Mini Bell LED	4,500	50	16.7	\$11.06	\$2.12
50W Enterprise LED	3,880	50	16.7	\$10.06	\$2.12
70W Sanibel LED	5,508	70	23.3	\$13.62	\$2.12
150W Sanibel LED	12,500	150	50.0	\$13.62	\$2.12
150W Teardrop LED	12,500	150	50.0	\$16.51	\$2.12
50W Teardrop Pedestrian LED	4,500	50	16.7	\$13.36	\$2.12
220W Shoebox LED	18,500	220	73.3	\$9.58	\$2.59
420W Shoebox LED	39,078	420	140.0	\$14.51	\$2.59
530W Shoebox LED	57,000	530	176.7	\$16.80	\$2.59
150W Clermont LED	12,500	150	50.0	\$17.05	\$2.12
130W Flood LED	14,715	130	43.3	\$5.94	\$2.12
260W Flood LED	32,779	260	86.7	\$9.61	\$2.59
50W Monticello LED	4,157	50	16.7	\$12.05	\$2.12
50W Mitchell Finial LED	5,678	50	16.7	\$11.46	\$2.12
50W Mitchell Ribs, Bands, and Medallions LED	5,678	50	16.7	\$12.58	\$2.12
50W Mitchell Top Hat LED	5,678	50	16.7	\$11.46	\$2.12
50W Mitchell Top Hat with Ribs, Bands and Medallions LED	5,678	50	16.7	\$12.58	\$2.12
50W Open Monticello LED	4,157	50	16.7	\$12.00	\$2.12
50W Ocala Acorn LED	6,582	50	16.7	\$5.71	\$2.12
50W Deluxe Traditional LED	5,057	50	16.7	\$5.39	\$2.12
30W Town & Country LED	3,000	30	10.0	\$4.35	\$2.12

Issued: INITIAL LUMEN LAMP WATTAGE MONTHLY kWh FIXTURE MAINTENANCE **Effective:**

30W Open Town & Country LED	3,000	30	10.0	\$4.06	\$2.12
150W Enterprise LED	16,500	150	50.0	\$10.45	\$2.12
220W Enterprise LED	24,000	220	73.3	\$11.23	\$2.59
50W Clermont LED	6,300	50	16.7	\$16.80	\$2.12
50W Sanibel LED	6,000	50	16.7	\$12.34	\$2.12
150W Shoebox LED	19,000	150	50.0	\$8.77	\$2.12
30W Gaslight Replica LED	3,107	30	10.0	\$19.89	\$2.12
50W Cobra LED	5,500	50	16.7	\$3.15	\$2.12
70W Cobra LED	8,600	70	23.3	\$3.28	\$2.12
30W Acorn Granville LED	4,100	30	10.0	\$10.36	\$2.12

* *This product is restricted to existing customers, no longer available to new customers.*

Notes:

- 1) *Lumen output may vary with lamp configuration and age.*
- 2) *Wattages do not include ballast usage and factors like improved future efficiency may cause wattage ratings to vary.*
- 3) *Prices above are for black fixtures. Supplier pricing differences for customers desiring other fixture colors could cause the prices above to vary.*

3) Poles

Pole charge based on the following schedule updated annually:

DESCRIPTION	POLE
Style A 12 Ft Long Anchor Base Top Tenon Aluminum	\$7.32
Style A 15 Ft Long Direct Buried Top Tenon Aluminum	\$6.10
Style A 15 Ft Long Anchor Base Top Tenon Aluminum	\$8.28
Style A 18 Ft Long Direct Buried Top Tenon Aluminum	\$6.80
Style A 17 Ft Long Anchor Base Top Tenon Aluminum	\$9.28
Style A 25 Ft Long Direct Buried Top Tenon Aluminum	\$9.14
Style A 22 Ft Long Anchor Base Top Tenon Aluminum	\$11.50
Style A 30 Ft Long Direct Buried Top Tenon Aluminum	\$10.98
Style A 27 Ft Long Anchor Base Top Tenon Aluminum	\$15.07
Style A 35 Ft Long Direct Buried Top Tenon Aluminum	\$12.83
Style A 32 Ft Long Anchor Base Top Tenon Aluminum	\$16.94
Style A 41 Ft Long Direct Buried Top Tenon Aluminum	\$16.24
Style B 12 Ft Long Anchor Base Post Top Aluminum	\$8.47
Style C 12 Ft Long Anchor Base Post Top Aluminum	\$10.60
Style C 12 Ft Long Anchor Base Davit Steel	\$13.26
DESCRIPTION	POLE
Style C 14 Ft Long Anchor Base Top Tenon Steel	\$12.26
Style C 21 Ft Long Anchor Base Davit Steel	\$26.75
Style C 23 Ft Long Anchor Base Boston Harbor Steel	\$31.19

Issued:

Effective:

Style D 12 Ft Long Anchor Base Breakaway Aluminum	\$10.02
Style E 12 Ft Long Anchor Base Post Top Aluminum	\$10.00
Style F 12 Ft Long Anchor Base Post Top Aluminum	\$12.30
Legacy Style 39 Ft Direct Buried Single or Twin Side Mount Aluminum Satin Finish	\$18.13
Legacy Style 27 Ft Long Anchor Base Side Mount Aluminum Pole Satin Finish Breakaway	\$17.37
Legacy Style 33 Ft Long Anchor Base Side Mount Aluminum Pole Satin Finish Breakaway	\$18.22
Legacy Style 37 Ft Long Anchor Base Side Mount Aluminum Pole Satin Finish	\$20.24
30' Class 7 Wood Pole	\$4.96
35' Class 5 Wood Pole	\$5.76
40' Class 4 Wood Pole	\$6.67
45' Class 4 Wood Pole	\$7.49
Style A – 15 Ft Fluted - for Shroud Direct Buried Aluminum Pole	\$7.41
Style A – 20 Ft Fluted - for Shroud Direct Buried Aluminum Pole	\$8.08
Style A – 15 Ft Smooth - for Shroud Direct Buried Aluminum Pole	\$6.10
Style A – 20 Ft Smooth - for Shroud Direct Buried Aluminum Pole	\$7.94
Style A 21 Ft Fluted for Shroud – Direct Buried Aluminum Pole	\$11.88
Style A – 30' Transformer Base Aluminum	\$16.23
Style A – 35' Transformer Base Aluminum	\$18.52
Style A – 27' Long Direct Buried Top Tenon Aluminum Breakaway	\$22.04
Style A – 32' Long Direct Buried Top Tenon Aluminum Breakaway	\$23.56
Style A – 37' Long Direct Buried Top Tenon Aluminum Breakaway	\$24.61
Style A – 42' Long Direct Buried Top Tenon Aluminum Breakaway	\$26.09
Style B – 17' Long Anchor Base Post Top Aluminum	\$12.24
Style C – 17' Long Anchor Base Post Top Aluminum	\$14.13
Style C – 17' Long Anchor Base Davit Steel	\$22.46
Style C – 17' Long Anchor Base Boston Harbor Steel	\$20.11
Style D – 25' Long Anchor Base Boston Harbor Aluminum	\$22.99
50' Class 2 Wood Pole	\$10.82
55' Class 2 Wood Pole	\$11.16
Style A - 19' Long Direct Buried Top Tenon Aluminum Breakaway	\$19.48
Style A - 24' Long Direct Buried Top Tenon Aluminum Breakaway	\$15.55
Style C – 18' Long Direct Buried Top Tenon Aluminum Breakaway	\$16.82
Established Non Wood	\$10.97
Established Wood	\$ 4.31

4) Shrouds

Shroud charge based on the following schedule updated annually:

DESCRIPTION	SHROUD
Style B Light Pole Shroud for smooth and fluted compatible metal poles	\$7.63
Style C Light Pole Shroud for smooth and fluted compatible metal poles	\$9.26
Style D Light Pole Shroud for smooth and fluted compatible metal poles	\$10.51
STD Shroud Assembly, 6 IN-Style smooth and fluted compatible metal poles	\$4.19
STD Shroud Assembly, 8 IN-smooth and fluted compatible metal poles	\$4.39

Issued:

Effective:

5) Foundations

Foundation charge based on the following schedule updated annually

:

DESCRIPTION	FOUNDATION
Flush - Pre-fabricated – Concrete Style A Pole	\$9.93
Flush - Pre-fabricated – Concrete Style B Pole	\$9.36
Flush - Pre-fabricated – Concrete Style C Pole	\$8.91
Flush - Pre-fabricated – Concrete Style D Pole	\$9.79
Flush - Pre-fabricated – Concrete Style E Pole	\$9.36
Flush - Pre-fabricated – Concrete Style F Pole	\$9.36
Reveal - Pre-fabricated – Concrete Style A Pole	\$14.33
Reveal - Pre-fabricated – Concrete Style B Pole	\$11.20
Reveal - Pre-fabricated – Concrete Style C Pole	\$10.57
Reveal - Pre-fabricated – Concrete Style D Pole	\$10.09
Reveal - Pre-fabricated – Concrete Style E Pole	\$11.20
Reveal - Pre-fabricated – Concrete Style F Pole	\$11.20
Helix Power Installed Foundation	\$6.40

6) Brackets

Bracket charges based on the following schedule updated annually:

DESCRIPTION	BRACKETS
14 inch bracket - wood pole - side mount	\$1.45
4 foot bracket - wood pole - side mount	\$1.46
6 foot bracket - wood pole - side mount	\$1.25
8 foot bracket - wood pole - side mount	\$2.09
10 foot bracket - wood pole - side mount	\$4.30
12 foot bracket - wood pole - side mount	\$3.36
15 foot bracket - wood pole - side mount	\$3.99
4 foot bracket - metal pole - side mount	\$4.76
6 foot bracket - metal pole - side mount	\$4.94
8 foot bracket – metal pole – side mount	\$5.30
10 foot bracket - metal pole - side mount	\$5.62
12 foot bracket - metal pole - side mount	\$5.98
15 foot bracket - metal pole - side mount	\$6.17
18 inch bracket- metal pole – double flood mount – top mount	\$1.87
14 inch bracket - metal pole - single mount - top tenon	\$1.53
14 inch bracket - metal pole - double mount - top tenon	\$1.69
14 inch bracket - metal pole - triple mount - top tenon	\$1.91
14 inch bracket - metal pole - quad mount - top tenon	\$2.01
6 foot bracket- metal pole - single - top tenon	\$3.79
6 foot bracket- metal pole - double - top tenon	\$4.91
	\$6.41
4 foot bracket- Boston Harbor - top tenon	

DESCRIPTION	BRACKETS
6 foot bracket- Boston Harbor - top tenon	\$6.25
12 foot bracket– Boston Harbor Style C pole double mount – top tenon	\$10.26
4 foot bracket– Davit arm – top tenon	\$5.44
18 inch bracket- Cobrahead fixture for wood pole	\$1.15
18 inch bracket - Flood light for wood pole	\$1.28
18 inch bracket – Double Flood light for wood pole	\$1.36
4 foot bracket Transmission – side mount	\$7.66
10 foot bracket Transmission – side mount	\$7.93

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15 foot bracket Transmission – side mount	\$9.31
3 foot bracket Shepherds Crook – single-top tenon	\$4.57
3 foot bracket Shepherds Crook with scroll – single – top tenon	\$3.57
3 foot bracket Shepherds Crook – double-top tenon	\$5.22
3 foot bracket Shepherds Crook with scroll – double – top tenon	\$5.91
3 foot bracket Shepherds Crook with scroll & festoon – single – top tenon	\$4.37
3 foot bracket Shepherds Crook with scroll – wood – top tenon	\$4.97
17 inch bracket Masterpiece Double post mount – top tenon	\$3.89
18 inch bracket Transmission Flood – side mount	\$3.54

7) Wiring Equipment

Wiring Equipment charges based on the following schedule updated annually

DESCRIPTION	EQUIPMENT
Secondary Pedestal (cost per unit)	\$1.99
Handhole (cost per unit)	\$2.60
Pullbox (cost per unit)	\$6.83

8) Wiring Installation

Wiring installation charges based on the following schedule updated annually:

DESCRIPTION	INSTALLATION
6AL DUPLEX and trench (cost per 10 feet)	\$0.68
6AL DUPLEX and trench with conduit (cost per 10 feet)	\$0.81
6AL DUPLEX with existing conduit (cost per 10 feet)	\$0.50
6AL DUPLEX and Bore with conduit (cost per 10 feet)	\$1.79
6AL DUPLEX OH wire (cost per 100 feet)	\$1.60

Billing

Customer will be billed monthly for kilowatt hours consumed based on one twelfth (1/12th) of the estimated total annual kilowatt hour energy usage for their lighting system. In addition, fixture, maintenance, pole and applicable rate adjustment riders will be assessed monthly. Specific pricing provided above.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly. Bill payments are subject to Section 12 - Rendering and Payment of Bills as stated in the Company's General Terms and Conditions.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

Ownership of Service Lines

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the

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public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the system.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with supplying electric energy to the system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through its own best efforts.

Special Terms and Conditions

1. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party giving sixty (60) days' notice prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract and removal cost of the facilities. After the minimum initial term is complete, customers are permitted to replace lighting equipment with other options on the Rate LED or other available Company lighting tariffs without a termination charge.
2. Where the Company provides a LED fixture or pole type or equipment other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. **Equipment (Fixtures)**
 - a. *Equipment Charge*: Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
 - b. *Maintenance Charge*: Based on the Company's average cost of performing maintenance on lighting equipment.
 - II. **Poles and Pole Foundations**
 - a. Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
 - III. **Other Equipment**
 - a. Equipment Charge based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement or to make payment to the customer for damage.
4. kWh consumption for Company owned fixtures shall be estimated in lieu of installing meters. Monthly kWh estimates will be made using the following formula:
$$\text{kWh} = \text{Unit Wattage} \times (4000 \text{ hours per year} / 12 \text{ months}) / 1000$$
5. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
6. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company.
7. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar non-restricted LED fixture - and the customer

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shall commence being billed at its appropriate rate.

8. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
9. All new leased LED lighting shall be installed on poles owned by the Company.
10. Alterations to leased LED lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy.
11. The Company will normally install service in accordance with the General Terms and Conditions for Electric Service, the facilities required to supply electric service to the customer. For Lighting installations requiring investments exceeding the Company's standards, lighting customer must pay either 1.20 times the increment investment amount upfront or 1.43% of the incremental investment amount monthly.
12. , The customer may opt to make an initial, **upfront** one-time payment of 50% of the installed cost of **equipment in the lighting system** to reduce the Company's installed cost, therefore reducing **the Customer's ongoing monthly equipment charge by 50% of the current tariff price over a fixed term for the life of the equipment.** -
13. Outage credits do not apply to Rate LED.
14. **When a Company owned street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit with an available similar lighting unit on Rate LED and the Customer shall commence being billed for the available similar lighting unit and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated**

Duke Energy Indiana, LLC
1000 East Main Street
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IURC NO. 16
Original ~~Rider~~Tariff No. 46

RATE MS – METERED SIGNAL SERVICE

Availability

For service to a traffic or flasher signal system belonging to any municipality, the State of Indiana, or any other agency legally authorized to own, operate and maintain a traffic or flasher signal system in conjunction with the regulation of traffic at "controlled intersections" of public streets or highways.

Character of Service

Alternating current, sixty Hertz, single-phase, at approximately 120 volts or 120/240 volts.

Rate*

Primary Connection Charge per Meter	\$62.82	per month
Secondary Connection Charge per Meter	\$18.00	per month
All kilowatt-hours	\$0.111622	per kWh

*Subject to the riders listed on Appendix A – List of Applicable Rate Adjustment Riders.

Ownership of Traffic or Flasher Signal System

The traffic or flasher signal system shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company's service lines with Customer's signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of a traffic or flasher signal system, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires, conductors, wires, signals, timers or other appurtenant parts of the signal system when such use of Company's facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company's facilities. Electronic signatures may be used to execute agreements.

Change in Traffic or Flasher Signals

In the event that Customer desires to make any change that will result in:

- (a) a change of any existing point of connection between a "controlled intersection" of Customer and Company's service lines, or
- (b) a transfer of the location of a "controlled intersection" of Customer to another point,

written notice of such change shall be given to Company at least ten (10) days before the making of such change.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

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Duke Energy Indiana, LLC

1000 East Main Street

Plainfield, Indiana 46168

IURC NO. 16

Original ~~Rider~~Tariff No. 50

RATE QF – PARALLEL OPERATION FOR QUALIFYING FACILITY

Availability

Available to any customer contracting for parallel operation of a qualifying facility (cogeneration or small power production facility) in accordance with 170 IAC 4-4.1-1 et. seq. The qualifying facility must be located adjacent to an electric line of Company that is adequate for the service provided by such qualifying facility.

Contract

Customer shall enter into a contract for either the Purchase of Energy from Qualifying Facility or † for the Purchase of Energy and Capacity from Qualifying Facility) before operating any generating equipment electrically connected with Company's electric system.

Rate for Purchase of Energy

Company will purchase energy from the qualifying facility of customer in accordance with the conditions and limitations of this ~~Rider~~Tariff and the applicable contract at the following rate:

For all kWh supplied per month.....\$0.045464 per kWh

Measured by suitable integrating instruments.

Rate for Purchase of Capacity

Company will purchase capacity supplied from the qualifying facility of customer in accordance with the conditions and limitations of this ~~Rider~~Tariff and the applicable contract at the following rate:

Rate per kW per month of Contracted Capacity\$6.47 per kW

customer shall receive from Company payment for such qualifying facility capacity in accordance with the following:

$$\text{\$ per kW} \times \text{Contracted Capacity in kW} \times \left(\frac{E}{K \times T} \right)$$

Where: *E* = kilowatt-hours supplied by qualifying facility during the Peak Period
K = kilowatts of capacity the qualifying facility contracts to provide to Company
T = number of hours in the Peak Period

Contracted Capacity

Shall be the amount of capacity expressed in terms of kilowatts that customer guarantees the qualifying facility will supply to Company as provided for in the contract for such service.

Duke Energy Indiana, LLC

1000 East Main Street
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IURC NO. 16

Original ~~Rider~~Tariff No. 50

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RATE QF – PARALLEL OPERATION FOR QUALIFYING FACILITY**Peak Periods**

<u>Periods</u>	<u>All Year*</u>	<u>Winter Months**</u>
<i>On-Peak Hours</i>	5 pm - 9 pm	6 am - 8 am
<i>Off-Peak Hours</i>	<i>All Other Hours</i>	
<i>Discount Hours</i>	12-4 am	

* *Hours will adjust one hour later from the second Sunday in March until the first Sunday in November in accordance with Eastern Daylight Time (EDT).*

** *Winter Months = On and after the first Sunday in November to the second Sunday in March*

~~Summer Season: (June through September)~~

—

~~Peak: Weekdays 11:01 am through 6:00 pm~~

~~Winter Season: (December through March)~~

—

~~Peak: Weekdays 6:01 am through 2:00 pm and 6:01 pm through 9:00 pm~~

~~*All Other hours Off-Peak~~

Holidays

The entire twenty-four (24) hours of the following holidays will be considered as off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Special Terms and Conditions

1. It shall be customer's responsibility to inform Company of any changes in its electric generation capability.
2. Customer shall comply with all applicable requirements of Standard Contract ~~Rider~~Tariff No. 80 – Interconnection Service.
3. Customer may be required to enter into a "Substation Operation and Maintenance Agreement" for setting, resetting, and adjusting the Control Equipment.
4. Customer shall agree to pay Company, in accordance with "Standard Contract ~~Rider~~Tariff No. 53 –

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Duke Energy Indiana, LLC1000 East Main Street
Plainfield, Indiana 46168**IURC NO. 16**Original ~~Rider~~Tariff No. 50

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RATE QF – PARALLEL OPERATION FOR QUALIFYING FACILITY

"Excess Facilities," for all excess facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering equipment required for Company to purchase electric energy from the qualifying facility.

5. Customer shall agree that Company shall not be liable for any damage to, or breakdown of customer's equipment operated in parallel with Company's electric system.
6. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of customer's said generators.
7. Company may install necessary metering to monitor the electric output of customer's generating facility. customer shall agree that the watt-hour and reactive-ampere-hour meters installed by Company to measure electric energy may be equipped to prevent reverse registration.
8. Supplementary, Backup, Interruptible and/or Maintenance Power, as defined in 170 IAC 4-4.1-1, will be supplied by Company only in accordance with the applicable rate schedules, this ~~Rider~~Tariff, the applicable contract and the applicable Service Schedules to be filed by Company with the Commission. Such rates shall be non-discriminatory and shall be based on the costs to provide such service to customer, and modified, as necessary, to fully comply with all IURC and PURPA requirements.
9. To the extent required by law, Company will make available wheeling service to customer in accordance with the provisions of 170 IAC 4-4.1-6.

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**PARALLEL OPERATION OF CUSTOMER OWNED GENERATION
CAPACITY AND ENERGY CREDITS****Availability**

Available to any customer contracting for parallel operation of a generating facility.

Interconnection

Customer shall comply with all applicable requirements of ~~Standard Contract RiderTariff~~ No. 80 – Interconnection Service.

Capacity and Energy from Generator

The following options may be available to customers with respect to capacity and energy from customer-owned generators.

Option 1 - Other Company Rider or Tariff Provisions

Other Company Riders or Tariff Provisions may be available to customers meeting the requirements of those Riders or Tariff Provisions. These include ~~Standard Contract RiderTariff~~ No. 23

– Peak Load Management, ~~Standard Contract RiderTariff~~ No. 50 – Parallel Operation – For Qualifying Facility, ~~Standard Contract RiderTariff~~ No. 57 – Net Metering, ~~RiderTariff~~ 54 – ~~Excess Distributed Generation~~ or other Riders or Tariff Provisions that may become available from time-to-time.

Option 2 – Reduction in Usage

Customers may use the output of the generator to reduce usage under the applicable retail rate schedule. All provisions of such rate schedules shall be in effect including any minimum charges. customers will not receive any credit for generation in excess of load and at Company's option, such generation in excess of load may be prohibited. The highest thirty-minute maximum load set during the billing cycle shall be used in determining the Billing Maximum Load even though such maximum load was the result of failure of customer owned facilities. customers operating under this option will be supplied supplemental, backup and maintenance capacity and energy under the rates and charges and terms and conditions of the applicable retail rate schedule. Use of this option does not require a contract for purchase of generator output. However, an Interconnection Agreement is required as specified in Standard Contract ~~RiderTariff~~ No. 80 – Interconnection Service. customers shall agree that the Watt-hour and reactive – Ampere - hour meters installed by Company to measure electric energy may be equipped to prevent reverse registration. This option includes parallel operation of an emergency or stand-by generator for short periods for testing or to transition customer's load between the generator and the Company's system.

Option 3 – Special Contract

At the Company's option, special contracts may be available for purchase of the generator output at a negotiated rate. The negotiated rate may be for the total generator output or only the output net of the customer's load. At the Company's option, a special contract may be available for backup and maintenance capacity and energy at a negotiated rate. Any and all negotiated rates are subject to IURC approval.

Company will gather necessary load and operational data and will evaluate the cost of providing backup capacity and energy to customers under this ~~RiderTariff~~. Such evaluation may result in the Company proposing to establish separate backup rates.

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Cause No. 46038

Attachment 7-B (RAF)

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IURC NO. 16

Original ~~Rider~~ Tariff No. 51

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**PARALLEL OPERATION OF CUSTOMER OWNED GENERATION
CAPACITY AND ENERGY CREDITS**

Issued:

Effective:

LINE EXTENSION - ADVANCE DEPOSIT**Applicability**

Applies to all rates. Whenever, in the opinion of the Company, either (1) necessary expenditures to make connection to an applicant for service is not warranted by the Company's estimate of prospective revenues to be derived therefrom, or (2) whenever, in the opinion of the Company, the permanence of the customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service connection to cover a portion of the Company's expense of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the customer's premises.

Customer's Deposit - Permanent Service, HLF and LLF

At the Company's discretion the customer will provide acceptable financial guarantee or deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve customer, including labor, material, stores freight and handling expenses, and a charge for overhead, minus (2) total non-fuel revenue (total revenue less fuel cost) as estimated by the Company, for a period of four (4) years. Facilities to serve the customer shall be determined in accordance with rules and regulations of the Federal Energy Regulatory Commission when applicable.

Customer's Deposit - Permanent Service, All Other Rates

Customer shall deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve customer, including labor, material, stores freight and handling expenses, and a charge for overhead, minus (2) the total revenue, as estimated by the Company, for a period of two and one-half (2-1/2) years.

Customer's Deposit - Non-permanent Service

Customer shall deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to Company storeroom, minus (3) the estimated value of salvaged materials to be returned to storeroom at the end of the contract period. If, in the opinion of the Company, the service becomes permanent, such deposit shall be recalculated in accordance with "permanent service calculation".

Refund of Deposit - Limitations

The Company shall make refund of the customer's deposit for each additional permanent customer connected to the facilities, for which the deposit was required, in an amount by which the estimated applicable revenue credit exceeds the cost of connecting such new customer, provided, that the total amount so refunded shall not exceed either the amount of customer's original deposit or the remaining balance at the time of such refund.

If at the expiration of six (6) years from the date of commencement of the service in respect of which the deposit is made, said deposit shall not have been wholly refunded in accordance with the provisions of the immediately preceding paragraph hereof, the portion of said deposit then remaining in Company's possession shall be retained by Company as its sole property, and Company shall not be required to make further credits in respect thereof.

If, before the expiration of six (6) years after commencement of service, customer shall order the service discontinued and said service shall not be resumed within a period of six (6) months from the date of such discontinuance, Company may terminate the agreement for service and thereafter shall be freed from any obligation to make any further refunds in respect of customer's said deposit, and shall have the right and option, at any time thereafter and without notice to customer, to dismantle and remove all or any part of its facilities installed for the purpose of supplying electric service to customer's premises.

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IURC NO. 16
Original ~~Rider~~ **Tariff** No. 52
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LINE EXTENSION - ADVANCE DEPOSIT

Facilities to Be and Remain Property of Company

The payment of a deposit to Company, under the terms hereof, shall not be construed as conferring upon customer any title to or right of property in the facilities constructed or provided by Company hereunder, and the title to such facilities shall at all times be and remain in Company.

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EXCESS FACILITIES**Excess Facilities**

The Company will normally install, in accordance with the provisions of the applicable rate schedule and the General Terms and Conditions for Electric Service, the facilities required to supply electric service to the customer at one point of delivery, through one meter or metering installation, at one delivery voltage and, where necessary, through one transformation. In the event that the customer requests from the Company facilities, hereinafter referred to as "excess facilities", which are in addition to, or in substitution for, the standard facilities which the Company will normally install, the Company will provide and install such excess facilities under the following conditions:

- (i) The type, extent, and location of such excess facilities shall be mutually agreed to by the Company and the customer.
- (ii) Such excess facilities shall be and remain the property of the Company.
- (iii) The customer shall agree to pay the Company a monthly excess facilities charge equal to 1.28% of the estimated installed cost of the excess facilities.
- (iv) In the case where the requested facilities are to be substituted for the facilities normally installed by the Company and not in addition to, the monthly excess facilities charge shall be equal to 1.28% of the excess cost of the facilities actually installed over the cost of normal facilities.
- (v) In lieu of a monthly excess facilities charge as outlined in items (iii) and (iv) above, Company and customer may mutually agree to an optional onetime nonrefundable payment which shall be equal to the estimated cost of installing such excess facilities times 1.31, which reflects performance of required maintenance by Company for such excess facilities. Such excess facilities shall be and remain the property of Company.
- (vi) In the event that the excess facilities are abandoned prior to the term of the contract from the date service is first supplied from such excess facilities, the customer will pay to the Company the total cost of installing such excess facilities plus the cost of removal less the estimated salvage.
- (vii) Where such excess facilities are later used in place in serving other customers of the Company, the monthly excess facilities charge or the onetime nonrefundable payment payable by the customer shall be adjusted to that portion of the excess facilities charge which is reasonably assignable to the customer.

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Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

EXCESS DISTRIBUTED GENERATION

Availability

Duke Energy Indiana, LLC (“Duke Energy Indiana” or “Company”) customers with Distributed Generation (“DG”) Resources within its service territory and subject to the terms and provisions of Indiana Code 8-1-40.

Requirements include, but are not limited to the following:

- (1) DG having a rated nameplate capacity of not greater than one (1) megawatt AC; and sized not to exceed the customers’ annual average energy consumption absent the generating resource.
- (2) The DG is located on the customer’s premise and owned by the customer; and
- (3) Is connected in parallel with the Company’s electric distribution or transmission system; subject to an executed Duke Energy Indiana Interconnection Agreement.

Participation will also be subject to Duke Energy Indiana’s exercise of reasonable discretion in determining if adequate facilities and power supplies are available.

Definitions

Advanced Metering Infrastructure (“AMI”) – An integrated system of smart meters, communications networks, and data management systems.

Excess Distributed Generation (Exports) – The difference between the electricity that is supplied by the Company to a customer that produces distributed generation and the electricity that is supplied back to the electricity supplier by the customer.

Imports - The monthly aggregation of instantaneous measurements of energy supplied to customer from Duke Energy Indiana.

Instantaneous Netting - The shortest period of time Duke Energy Indiana’s AMI technology measures and records the directional flow of energy, currently thirty (30) minutes.

Billing

The measurement of electricity supplied by the Company and delivered to the Company shall be calculated and billed in the following manner:

- 1) The Company will measure the instantaneously determined total kWh Imported (consumed) by the customer during the billing cycle. Imports will be assessed the customer’s applicable standard rate schedule, inclusive of all applicable terms and rates.
- 2) The Company will additionally measure the instantaneously determined total Excess Distributed Generation (kWh Exported) to the Company by the customer during the billing cycle which will be valued at the Marginal DG price, reported below, resulting in an Excess Distributed Energy credit (measured in dollars).
- 3) If the amount of Excess Distributed Energy credit (part 2, above) exceeds the customer’s standard tariff assessment for imports (part 1, above), excess bill credits will be applied against future customer bills to a floor of the minimum charge for the customer’s applicable standard rate schedule.

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Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

EXCESS DISTRIBUTED GENERATION

- 4) When customer elects to discontinue Net Metering service, any unused credit will be flowed back to customers through the Company's FAC proceedings.

Marginal DG Price

Is the average marginal price of energy paid by the Company during the most recent calendar year, **2021**, multiplied by one and twenty-five hundredths (1.25), in accordance with Indiana Code § 8-1-40-17 and equals:

\$0.041542 per kWh

Metering

The Company shall provide metering at a single location through an AMI meter capable of measuring the flow of electricity in two (2) directions thereby capturing periodic energy imports and exports.

If existing metering equipment is not capable of net metering, the Company will replace the metering equipment with enabling equipment. The Company reserves the right to determine the optimal location of metering placement.

Special Terms and Conditions

Customer 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 loss arising out of the use of generation equipment associated with net metering under this rider.

Company and 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, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC") and the Company's General Terms and Conditions, as filed with the IURC.

Interconnections

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Standard Contract Rider No. 80 – Interconnection Service.

Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service.

Inverter based systems listed by Underwriters Laboratories ("UL") to UL Standard 1741, published May 7, 1999, as revised January 28, 2010 (UL 1741), are accepted by the Company as meeting the technical requirements of IEEE 1547 tested by UL 1741.

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Duke Energy Indiana, LLC

1000 East Main Street

Plainfield, Indiana 46168

EXCESS DISTRIBUTED GENERATION

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

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Effective:

GoGreen

Availability

Applicable to any customer who wishes to purchase "Green Power" from the Company-sponsored "GoGreen" program.

Definition of Green Power

Green Power includes energy generated from renewable and/or environmentally friendly sources, including:

Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural Crops and All energy crops, Hydro- as certified by the Low Impact Hydro Institute, Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-firing of All Woody Waste including mill residue, but excluding painted or treated lumber.

Green Power includes the purchase of Renewable Energy Certificates from the sources described above.

Green Power Rate

Rates RS and CS:

For all Green Power kWh purchased per month..... \$0.008 per kWh

Minimum kWh purchase is 200 kWh. Additional purchases to be made in 100 kWh block increments.

Rates LLF, HLF:

Individually calculated price for Green Power per service agreement.

All Other Rates:

Can choose to participate in either offering above.

Net Monthly Bill

Customers who participate under this rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The purchase of Green Power, under this rider, will be billed at the applicable Green Power Rate times the amount of Green Power kWh the customer has agreed to purchase per month.

The customer's monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders, and the agreed to Green Power kWh blocks billed at the applicable Green Power Rate.

When Green Power is individually calculated per service agreement, Duke Energy Indiana may bill such customer separately for Green Power.

Issued:

Effective:

GoGreen

Special Terms and Conditions

1. The customer shall enter into a service agreement with Company that shall specify the amount in kWh blocks and price of Green Power to be purchased monthly. Customer shall give Company thirty (30) days notice prior to cancellation of participation in this rider.
2. Customers entering into service agreements for individually calculated Green Power price must demonstrate credit-worthiness.
3. Funds from the Green Power Rate will be used to purchase Renewable Energy Certificates from renewable and environmentally friendly sources as described in the Definition of Green Power section and for customer education, marketing, and costs of the *GoGreen* Program.
4. Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source.
5. Company may transfer RECs at the prevailing wholesale market prices to and from third parties, including affiliated Companies.
6. Company reserves the right to terminate the Rider or revise the pricing or minimum purchase amount of the Rider after giving 60 days notice, unless the change is a decrease in pricing, in which case no advance notice would be required.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction and Orders of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission.

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Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

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Original Tariff No. 57

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NET METERING

Availability

This tariff is closed to new participation.

Net metering is available to customers with an eligible net metering energy resource facility in the Company's service territory, upon request, and on a first-come, first-served basis and will conform to the provisions of Indiana Code 8-1-40. However, total participation under this ~~Rider~~Tariff is limited to an aggregate amount of net metering facility nameplate capacity of 1.5% of the Company's most recent summer peak load, with at least forty percent (40%) of the capacity reserved solely for participation by residential customers and at least fifteen percent (15%) of the capacity reserved for participation by Clean Energy Resources defined by Indiana Code § 8-1-37-4(a)(5). An eligible net metering energy resource facility shall mean a retail electric customer of the Company with a generating facility that:

- (1) Generates electricity using a renewable energy resource as defined by IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(8) or other emerging renewable energy technologies the Indiana Utility Regulatory Commission determines appropriate;
- (2) Has a rated nameplate capacity of not greater than one (1) megawatt;
- (3) Is located on the customer's premises;
- (4) Is connected in parallel with the Company's electric distribution or transmission system;
and
- (5) Is used primarily to offset all or part of the customer's own annual electricity requirements.

At its sole discretion, the Company may provide net metering to other customer-generators not meeting all the conditions listed above on a case-by-case basis.

Billing

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to customer and the amount of electricity generated by the customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the customer exceeds the kWh delivered by the customer to Company during the billing period, the customer shall be billed for the kWh difference. If the kWh generated by the customer and delivered to Company exceeds the kWh supplied by the Company to customer during the billing period, the customer shall be credited in the next billing cycle for the kWh difference. When customer elects to discontinue Net Metering service, any unused credit will be granted to Company.

Bill charges and credits will be in accordance with the standard tariff that would apply if the customer did not participate in this ~~Rider~~Tariff.

Metering:

The Company shall provide net metering services through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions.

The standard kilowatt-hour metering system shall use one of the following methods, as determined solely by the Company:

- (1) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the net amount in one register.
- (2) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the amount of flow in each direction in two separate registers, one

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NET METERING

measuring the flow of electricity from the Company to the customer and the other measuring the flow of electricity from the customer to the Company.

- (3) If method (1) or (2) is not feasible, two standard kilowatt-hour meters may be used, one measuring the flow of electricity from the Company to the customer and the other measuring the flow of electricity from the customer to the Company.

In method (2) or (3), subtracting one register or meter reading from the other register or meter reading will yield the same result as if method (1) were used.

If existing metering equipment is not capable of net metering by one of the above methods, the Company will replace the metering equipment with one of the above methods. For single phase installations, the Company will not charge the net metering customer for the cost of new metering equipment required for net metering. For three phase installations, the Company may charge the net metering customer for any new metering equipment required for net metering.

Special Terms and Conditions

Customer 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 loss arising out of the use of generation equipment associated with net metering under this ~~Rider~~Tariff.

Company and 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, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission.

Interconnections

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in ~~Standard Contract Rider~~Tariff No. 80 – Interconnection Service.

Customer shall comply with all applicable requirements of ~~Standard Contract Rider~~Tariff No. 80 – Interconnection Service.

Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as revised January 28, 2010 (UL 1741), are accepted by the Company as meeting the technical requirements of IEEE 1547 tested by UL 1741.

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

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ECONOMIC DEVELOPMENT

Availability

Available to non-residential customers receiving service from the Company under Schedule HLF or LLF, provided that the customer is not classified as Retail Trade or Public Administration by the North American Industry Classification System (NAICS) Manual published by the United States Government. This Rider is available for new load associated with initial permanent service to new establishments to the State of Indiana, or expansion of existing establishments who make application to the Company for service under this Rider and the Company approves such application. This Rider will also be made available to customers who locate in a brownfield redevelopment area, irrespective of their NAICS classification.

To qualify for service under this Rider, the customer must meet the following qualifications:

- 1) New load applicable under this Rider must be a minimum of 500 kW demand at one premise; and,
- 2) Except for brownfield redevelopments, the customer must have applied for and received economic assistance from the State or local government or other public agency before the Company will approve a Service Agreement under this Rider; and either,
- 3) The customer must employ an additional workforce in the Company's service area of a minimum of ten (10) full-time equivalent (FTE) employees; or,
- 4) The customer's new load must result in capital investment of one million dollars (\$1,000,000). This capital investment must occur following the Company's approval for service under this Rider.

The Rider is available for new or increased service requirements that result in employment or investment opportunities which are new to the State of Indiana. This Rider is not available to a new customer which results from a change in ownership of an existing establishment without qualifying new load. However, if a change in ownership occurs after the customer enters into a Service Agreement for service under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is not available for load shifted from one customer to another within the Company's service area.

Character of Service

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

Net Monthly Billing

The customer may request an effective date of the Rider which is no later than (36) months after the incentive offer letter is signed. The customer shall comply with all terms of the standard Rate HLF or Rate LLF under which the customer takes service except that a reduction based on the percentages below will be applied to the total bill for the New Load under this Rider, calculated on the applicable rate schedule, including the Connection Charge, Demand Charge, Energy Charge, kVAr Charge and applicable Riders, but excluding Excess Facilities Charges. All subsequent billings shall be at the appropriate full standard service tariff rate.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain 250 hours use of demand each month during the bill reduction period. Failure to do so will result in a 0% reduction for that month.

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ECONOMIC DEVELOPMENT

Application of the Reduction

Beginning with the effective date as declared by the customer and in compliance with this Rider, a reduction in the monthly bill will be applied to the total amounts for the qualifying new load under this Rider.

*Application of the Reduction:

Months 1 - 12 Up to 30%
Months 13 – 24 Up to 30%
Months 25 – 36 Up to 30%
Months 37 – 48 Up to 30%
Months 49 – 60 Up to 30%

** At the Company's discretion the reduction period may be extended for an additional five (5) years for customers with ≥ 20 MW demand.*

In no event shall the expected incremental revenues derived from the discounted rate charges for serving the customer's new or increased load be less than the sum of:

- 1) the Company's expected incremental variable costs of serving the customer,
- 2) the Company's expected incremental capacity costs for serving the customer and
- 3) any other incremental costs of serving the customer over the term of the minimum term of the agreement.

Evaluation Criteria

The percentage discount will be determined on an individual customer basis given evaluation of the following criteria.

1. Peak monthly demand
2. Average monthly load factor
3. The customer locates in a qualified "brownfield" redevelopment area as defined by Indiana or federal law located adjacent to an electric transmission or distribution line of Company that is adequate and suitable for supplying the service requested.
4. Cost to serve
5. New full time equivalent employees
6. New average wage versus county average wage
7. New capital investment
8. County unemployment rate
9. Existing customer attributes (annual bill, current full time equivalent employees)
10. Regional economic multipliers

Verification of Performance

The Company will monitor annually the awarding of all contracts to ensure the customer fulfills all terms and conditions of the contract associated with the award. Customer agrees to comply with reasonable requests from the Company for information in this regard. Nonfulfillment of contract terms and conditions is grounds for reopening and reevaluation of all contract terms and conditions, up to and including termination of the agreement. Confidentiality shall be maintained regarding the terms and conditions of any completed contract as well as all customer negotiations, successful or otherwise.

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ECONOMIC DEVELOPMENT

Special Terms and Conditions

The customer must affirm that the availability of this Rider was a factor in the customer's decision to locate the new load in the Company's service area.

The customer must enter into a Service Agreement with the Company which shall specify, among other things: term, the voltage at which the customer will be served, a description of the amount and nature of the new load and the basis on which the customer requests qualification for this Rider. Customers are eligible for bill reductions for five (5) years except at the exercise of the Company's discretion to extend the reduction term to ten (10) years from the agreement's effective date. Customers enjoying extended bill reductions must maintain at least a 20 MW demand at a single premise. All customers receiving bill reductions must also agree to a minimum agreement term that is two (2) times longer than bill reductions are offered.

If the customer ceases the operations, or fails to meet performance terms for which Sheet 58 was originally approved during the agreement's term, the Company may require repayment of applicable Sheet 52 and 58 amounts. Repayment will be sought at the Company's discretion in consideration of the materiality of the deficiency and in accordance with the formula below:

Repayment Basis = (A + B)

A = Total bill credits provided under this tariff

B = Line Extension and Connection costs covered by the Company under Sheet 52 (Line Extension – Advanced Deposit)

REPAYMENT SCHEDULES

<u>Standard Agreement</u>		<u>Extended Agreement</u>	
Years 1-5	100%	Years 1-10	100%
Year 6,	80%	Year 11	90%
Year 7,	60%	Year 12	80%
Year 8,	40%	Year 13	70%
Year 9,	20%	Year 14	60%
Year 10	10%	Year 15	50%
		Year 16	40%
		Year 17	30%
		Year 18	20%
		Year 19	10%
		Year 20	5%

**In the event of a deficiency – Any Sheet 52 deposit or supporting financial assurance is surrendered to the Company.*

For customers entering into a Service Agreement under this Rider due to expansion, the Company may install, at customer's expense, metering equipment necessary to measure the new load to be billed under the provisions of this Sheet separate from the customer's existing load which shall be billed under the applicable standard tariff schedule.

The Company is not obligated to extend, expand or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the customer's load.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's General Terms and Conditions currently in effect, as filed with the Indiana Utility Regulatory Commission.

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ADVANCED METER OPT-OUT (AMO)

Availability

Available only to residential and commercial customers who request a meter that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually, provided that such a meter is available for use by the Company. Meters to be read manually may be either a smart meter with the radio frequency communication capability disabled or other non-communicating meter. The non-communicating meter manufacturer and model chosen to service the customer’s premise are at the discretion of the Company and are subject to change at the Company’s option, at any time. ~~Rider~~Tariff AMO is optional and is available subject to the Special Terms and Conditions below.

Rates

One-Time Set-Up Fee (one-time) \$75.00
Monthly Recurring Fee \$17.50

Special Terms and Conditions

For residential service, the customer must be served on the Residential Service Schedule RS or Optional High Efficiency Residential Service ~~Standard Contract Rider~~Tariff No. 6.3, including riders listed on Appendix A – List of Applicable Rate Adjustment Riders, without a demand meter and whose maximum load requirements do not exceed 75 kilowatts.

For commercial service, the customer must be served on the Commercial Electric Service Schedule CS including all applicable riders, without a demand meter and whose maximum load requirements do not exceed 75 kilowatts.

A customer choosing service under this ~~Rider~~Tariff will have two options: (i) the Company can install a non-communicating smart meter, with all communications systems disabled; or (ii) if the customer prefers to keep a non-communicating legacy meter, the Company will leave the current meter in place. If for any valid reason an AMO customer’s legacy meter must be exchanged (e.g., due to required testing, malfunctioning, damage, etc.), and no legacy non-communicating meter is immediately available, the Company may temporarily install a non-communicating smart meter, to be replaced as soon as possible with a digital non-communicating meter if so requested by the customer.

The Monthly Recurring Fee is \$17.50 for customers whose meters are manually read by the Company.

The above Rates will be applied one time for a single premise with multiple meters.

This ~~Rider~~Tariff will not be available to customers under a time-based rate.

This ~~Rider~~Tariff will not be available to customers taking service under a net metering ~~rider~~tariff.

Customers served under this ~~Rider~~Tariff will not be eligible for any current or future services or offerings that require the use of a smart or other communicating meter while they are participants in the ~~Rider~~Tariff.

The Company may refuse to provide service under this ~~Rider~~Tariff for any of the following conditions.

- a) If the customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location.
- b) If such a service creates a safety hazard to consumers or their premises, the public, or the electric utility’s personnel or facilities

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~~Original Sheet~~ **Tariff No. 59**

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ADVANCED METER OPT-OUT (AMO)

- c) If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises for either maintenance, connection/disconnection, meter-reading or any other utility need.

The supplying of, and billing for, service and all conditions applying hereto, are subject to the jurisdiction and Orders of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission

INTERCONNECTION SERVICE

Applicability

Any customer that operates or seeks to operate a generating device in parallel with the Company's system is subject to the provisions and Special Terms and Conditions of this ~~Rider~~Tariff and the requirements of 170 IAC 4-4.3 customer-Generator Interconnection Standards. A generating device is any device that produces electricity and includes, but is not limited to, any type of synchronous generator, induction generator, or inverter based system such as solar photovoltaic, wind turbine, fuel cell, or microturbine.

Application and Approval Procedures

Any customer seeking new Interconnection Service under this tariff shall follow the process and conform with the requirements as specified in 170 IAC 4-4.3 customer-Generator Interconnection Standards using the appropriate "Application for Interconnection" and "Interconnection Agreement" included in this ~~Rider~~Tariff as Exhibits 1 through 4. By mutual agreement of the customer and Company and as allowed by 170 IAC 4-4.3-3(b), a less formal application and approval process may be used. However, in all cases where parallel operation exceeds ~~5~~100 milliseconds per occurrence, the customer must enter into an "Interconnection Agreement" with the Company.

In addition, any customer who is a successor in interest to a customer premise with a generating device that meets the requirements of Indiana Code § 8-1-40-14 shall enter into an "Interconnection Agreement" with the Company.

Technical Interconnection Requirements

Customer must comply with all technical interconnection requirements specified by the Company. For interconnection service applications subsequent to the adoption of 170 IAC 4-4.3, such requirements by the Company shall not be in conflict with any requirements in 170 IAC 4-4.3.

Terms and Conditions

1. Customer shall install, operate, and maintain, at customer's sole cost and expense, any control, protective, or other equipment on the customer's system required by the Company's technical interconnection requirements.
2. Any changes or additions to the Company's system required for interconnection service shall be considered excess facilities. Customer shall agree to pay Company for all such excess facilities, in accordance with "~~Standard Contract Rider~~Tariff No. 53 - Excess Facilities".
3. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generation equipment, controls, and protective relays and equipment (hereinafter called the "Generation Facilities"). The Generation Facilities installed and operated by or for customer shall comply with, and customer shall represent and warrant their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and each as may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 IAC 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

INTERCONNECTION SERVICE

4. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the Generation Facilities is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.
5. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from customer's electric system. Upon Company's request, customer shall promptly notify Company whenever such automatic disconnecting devices operate.
6. Customer shall install, operate, and maintain, at customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
7. Upon reasonable advance notice to customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this ~~Rider~~Tariff and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this ~~Rider~~Tariff, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give customer reasonable notice prior to isolating the Generating Facilities.

INTERCONNECTION SERVICE

8. Customer shall agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.
9. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement.
10. Customer shall agree to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 IAC 4-4.3-10, as the same may be revised from time to time by the Commission. Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

Exhibits 1 – 4 attached here:

(Level 1 Application, Level 2 & 3 Application, Level 1 Agreement, Level 2 & 3 Agreement)

Interconnection Application

Level 1** - Certified* Inverter-Based Generation Equipment
10 kW or Smaller

Customer Name: _____

Account Number: _____

Facility Address: _____

Home/Business Phone No.: _____ Daytime Phone No: _____

Email Address (Optional): _____

Type of Facility:

Solar Photovoltaic Wind Turbine Other (specify) _____

Inverter Power Rating: _____ Quantity: _____ Total Rated "AC" Output: _____

Inverter Manufacturer and Model Number: _____

Name of Contractor/Installer: _____

Address: _____

Phone No.: _____ Email Address (Optional): _____

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Duke Energy Indiana, LLC to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches.

* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.

** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

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Appendix 1

Required for informal interconnection process

ADDITIONAL APPLICANT INFORMATION

Application is for: _____ New Generating Facility
_____ Capacity Change to a Proposed or Existing Generating Facility
_____ Change of Ownership of a Proposed or Existing Generating Facility to a new legal entity

If capacity addition to existing Generating Facility, please describe: _____

ADDITIONAL GENERATING FACILITY INFORMATION

Generating Facility Address: _____
Street address

City State ZIP code

County

Account Number: _____
System Design Capacity (total inverter capacity): _____ kW_(AC) (system total) Total Panel Capacity (for photovol
Estimated In-Service Date: _____
Battery Storage on-site? Yes No If Yes, total Battery Capacity kW DC: _____
If No, please provide the name and contact number of the entity responsible for operating and maintaining
the facility:

APPLICANT SIGNATURE

I hereby certify that, to the best of my knowledge, all information provided in this Application for
Interconnection is true and correct. For Interconnection Customer:

Signature _____ Date: _____
(Authorized Agent of the Legal Entity)

Print Name _____

EXHIBIT A Level 1
Interconnection Agreement
(Customer Name) And
Duke Energy Indiana, LLC
Single Line Diagram

**INTERCONNECTION
AGREEMENT
FOR INTERCONNECTION AND PARALLEL
OPERATION
OF CERTIFIED INVERTER-BASED EQUIPMENT 10 kW OR
SMALLER**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between Duke Energy Indiana, LLC ("Company"), and _____ ("Customer").

Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment ("Generation Facilities") to interconnect and operate in parallel with Company's electric distribution system, which Generation Facilities are more fully described as follows:

Location: _____

Type of facility: Solar Wind Other _____

Inverter Power Rating: _____ (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: _____

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as "Exhibit A" and incorporated herein by this reference; or

Described as follows: _____

Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547-2018 "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2003"); or
- (ii) The requirements of the Underwriters Laboratories ("UL") Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

Customer further represents and agrees that:

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Plainfield, Indiana 46168

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2018 the National Electrical Code and local building codes, all as in effect on the date of this Agreement; and
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code (“IAC”) 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission (“Commission”). Customer agrees to provide Company from time to time with proof of such insurance upon Company’s request.

With respect to the Generation Facilities and their interconnection to Company’s electric system, Company and Customer, whichever is applicable (the “Indemnifying Party”), shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney’s fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party’s facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company’s electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission’s applicable rules.

For purposes of this Agreement, the term “certify” (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer’s use of the Generation Facilities is subject to the rules and regulations of Company, including Company’s General Terms and Conditions for Electric Service, as contained in Company’s Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company’s commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, LLC

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Issued:

Effective:

Application For Interconnection

Level 2** or Level 3**

Customer Name: _____

Account Number: _____

Customer Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

Total Generating Capacity of Customer-Generator Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Diesel-fueled Reciprocating Engine
 Gas-Fueled Reciprocating Engine Gas Turbine Microturbine
 Other (Specify) _____

Is the Equipment "Certified" as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5

Yes No

Indicate all possible operating modes for this generator facility:

- Emergency / Standby – Operated when Duke Energy Indiana, LLC ("Company") service is not available. Paralleling is for short durations.
- Peak Shaving – Operated during peak demand periods. Paralleling is for extended times.
- Base Load Power – Operated continuously at a pre-determined output. Paralleling is continuous.
- Cogeneration – Operated primarily to produce thermal energy. Paralleling is extended or continuous.
- Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.
- Other – Describe: _____

* Certified as defined in 170 IAC 4-4.3-5.

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)

Will the Customer-Generator Facility export power? Yes No If yes, how much? _____

Issued:

Effective:

Level of Interconnection Review Requested:

Level 2**

Level 3**

For this application to be considered complete, adequate documentation and information must be submitted that will allow Company to determine the impact of the generation facilities on Company's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and Company's requirements. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with 's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.
8. For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture's web site containing such manual.
9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (X_d , X'_d , & X''_d).
10. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by Company and the possible need for additional documentation and information from Customer.

* Certified as defined in 170 IAC 4-4.3-5.

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

RESIDENTIAL INTERCONNECTION
AGREEMENT FOR LEVEL 2 OR LEVEL
3 FACILITIES

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Duke Energy Indiana, LLC ("Company"), and _____ ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

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

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
- 2. Interconnection.** Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's ~~Standard Contract Rider~~ Tariff No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset,

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adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. **Operation by Customer.** Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

4. **Access by Company.** Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. **Rates and Other Charges.** This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities

to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's ~~Standard Contract Rider~~ Tariff No. 53 contained in Company's Retail Electric Tariff, which ~~rider~~tariff details the charges and terms of such excess facilities, as the same may be

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Plainfield, Indiana 46168

revised from time to time with the approval of the Commission.

6. **Insurance.** Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission ("Commission"). Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

7. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section if a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. **Effective Term and Termination Rights.** This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for terminate and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. **Termination of Any Applicable Existing Agreement.** From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. **Force Majeure. For purposes of this Agreement,** the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

Duke Energy Indiana, LLC

1000 East Main Street

Plainfield, Indiana 46168

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. **Dispute Resolution.** In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission’s applicable rules.

12. **Commission Jurisdiction and Company Rules.** Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company’s commitments hereunder are subject to such approval. Customer’s use of the Generation Facilities is subject to the rules and regulations of Company, including Company’s General Terms and Conditions for

Electric Service, as contained in Company’s Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, LLC

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

COMMERCIAL INTERCONNECTION AGREEMENT
FOR LEVEL 2 OR LEVEL 3 FACILITIES

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Duke Energy Indiana, Inc. (“Company”), and _____ (“Customer”). Company and Customer are hereinafter sometimes referred to individually as “Party” or collectively as “Parties”.

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment (“Generation Facilities”) used to interconnect and operate in parallel with Company’s electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

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

1. **Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. **Interconnection.** Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company’s electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's ~~Standard Contract Rider~~Tariff No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission (“Commission”); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer’s sole cost and expense, the Generation Facilities in accordance with the manufacturer’s suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer’s sole cost and expense, the Generation Facilities from any condition or disturbance on Company’s electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

Issued:

Effective:

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

4. Access by Company. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's ~~Standard Contract Rider~~Tariff No. 53 contained in Company's Retail Electric Tariff, which ~~rider~~tariff details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

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6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the

interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

Coverage	Limits
Comprehensive General Liability	
Contractual Liability	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

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

Duke Energy
Attention: Interconnection c/o Mail Code DEP-20B
525 S. Tryon St
Charlotte, NC 28202

at least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company.

If Customer is sufficiently creditworthy, as determined by Company, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to Company, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend Company and to provide on a self insurance basis insurance benefits to Company, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

Issued:

Effective:

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Dispute Resolution. In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

12. Commission Jurisdiction and Company Rules. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval. Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, INC.

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Issued:

Effective:

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

Title: _____

Title: _____

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
LONGITUDE 86 DEG 16 MIN. W**

NATIONAL WEATHER SERVICE SUNRISE/SUNSETS - for this geographic location
Each month has the sunrise and sunset for each day of month in first two columns

JANON = ADD 30 minutes to sunset time for each day of month. This is the time the light will go on.

JANOFF = SUBTRACT 30 minutes from sunrise time for each day of month. This is the time the light will turn off.

JANDAY = This is the number of hours of daylight for this day and month. It is the difference between JANOFF and JANON.

JANHRS = This is the number of burning hours the lighting will be 'on' for this day. This is the difference between JANDAY and 24:00 hours.

This is based on the photo-controlled lighting turning on 1/2 hour after sunset and 1/2 hour before sunrise each day. Our current tariffs average this to 4000 hours annually.

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

			ADD30	SUB30					ADD	SUB		
DAY	SUNRISE	SUNSET	0:30	0:30	DAYHRS	24:00	SUNRISE	SUNSET	0:30	0:30	DAYHRS	24:00
	JANRISE	JANSET	JANON	JANOFF	JANDAY	JANHRS	FEBRISE	FEBSET	FEBON	FEBOFF	FEBDAY	FEBHRS
1	8:06	17:31	18:01	7:36	10:25	13:35	7:53	18:04	18:34	7:23	10:11	13:49
2	8:06	17:32	18:02	7:36	10:26	13:34	7:52	18:06	18:36	7:22	10:14	13:46
3	8:06	17:33	18:03	7:36	10:27	13:33	7:51	18:07	18:37	7:21	10:16	13:44
4	8:06	17:34	18:04	7:36	10:28	13:32	7:58	18:08	18:38	7:28	10:10	13:50
5	8:06	17:35	18:05	7:36	10:29	13:31	7:49	18:09	18:39	7:19	10:20	13:40
6	8:06	17:34	18:04	7:36	10:28	13:32	7:48	18:10	18:40	7:18	10:22	13:38
7	8:06	17:37	18:07	7:36	10:31	13:29	7:47	18:11	18:41	7:17	10:24	13:36
8	8:06	17:38	18:08	7:36	10:32	13:28	7:46	18:13	18:43	7:16	10:27	13:33
9	8:06	17:39	18:09	7:36	10:33	13:27	7:45	18:14	18:44	7:15	10:29	13:31
10	8:06	17:48	18:18	7:36	10:42	13:18	7:44	18:15	18:45	7:14	10:31	13:29
11	8:06	17:41	18:11	7:36	10:35	13:25	7:43	18:14	18:44	7:13	10:31	13:29
12	8:05	17:42	18:12	7:35	10:37	13:23	7:42	18:17	18:47	7:12	10:35	13:25
13	8:05	17:43	18:13	7:35	10:38	13:22	7:48	18:19	18:49	7:18	10:31	13:29
14	8:05	17:44	18:14	7:35	10:39	13:21	7:39	18:20	18:50	7:09	10:41	13:19
15	8:04	17:45	18:15	7:34	10:41	13:19	7:39	18:21	18:51	7:09	10:42	13:18
16	8:04	17:46	18:16	7:34	10:42	13:18	7:37	18:22	18:52	7:07	10:45	13:15
17	8:04	17:47	18:17	7:34	10:43	13:17	7:35	18:23	18:53	7:05	10:48	13:12
18	8:03	17:48	18:18	7:33	10:45	13:15	7:34	18:24	18:54	7:04	10:50	13:10
19	8:03	17:49	18:19	7:33	10:46	13:14	7:33	18:25	18:55	7:03	10:52	13:08
20	8:02	17:50	18:20	7:32	10:48	13:12	7:31	18:26	18:56	7:01	10:55	13:05
21	8:01	17:51	18:21	7:31	10:50	13:10	7:31	18:27	18:57	7:01	10:56	13:04
22	8:01	17:53	18:23	7:31	10:52	13:08	7:30	18:28	18:58	7:00	10:58	13:02
23	8:00	17:54	18:24	7:30	10:54	13:06	7:29	18:29	18:59	6:59	11:00	13:00
24	8:00	17:55	18:25	7:30	10:55	13:05	7:27	18:30	19:00	6:57	11:03	12:57
25	7:59	17:56	18:26	7:29	10:57	13:03	7:26	18:31	19:01	6:56	11:05	12:55
26	7:58	17:57	18:27	7:28	10:59	13:01	7:24	18:32	19:02	6:54	11:08	12:52
27	7:57	17:58	18:28	7:27	11:01	12:59	7:23	18:33	19:03	6:53	11:10	12:50
28	7:57	18:00	18:30	7:27	11:03	12:57	7:22	18:34	19:04	6:52	11:12	12:48
29	7:56	18:01	18:31	7:26	11:05	12:55	7:23	18:34	19:04	6:53	11:11	12:49
30	7:55	18:02	18:32	7:25	11:07	12:53						
31	7:54	18:03	18:33	7:24	11:09	12:51						
					332:47	411:13					310:17	385:43

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	MARRISE	MARSET	MARON	MAROFF	MARDAY	MARHRS	APRRISE	APRSET	APRON	APROFF	APRDAY	APRHRS
1	7:19	18:37	19:07	6:49	12:18	11:42	6:30	19:08	19:38	6:00	12:38	11:22
2	7:17	18:38	19:08	6:47	12:21	11:39	6:28	19:09	19:39	5:58	12:41	11:19
3	7:16	18:39	19:09	6:46	12:23	11:37	6:27	19:10	19:40	5:57	12:43	11:17
4	7:14	18:40	19:10	6:44	12:26	11:34	6:25	19:11	19:41	5:55	12:46	11:14
5	7:13	18:41	19:11	6:43	12:28	11:32	6:24	19:12	19:42	5:54	12:48	11:12
6	7:11	18:42	19:12	6:41	12:31	11:29	6:22	19:13	19:43	5:52	12:51	11:09
7	7:10	18:43	19:13	6:40	12:33	11:27	6:20	19:14	19:44	5:50	12:54	11:06
8	7:09	18:44	19:14	6:39	12:35	11:25	6:19	19:15	19:45	5:49	12:56	11:04
9	7:07	18:45	19:15	6:37	12:38	11:22	6:17	19:16	19:46	5:47	12:59	11:01
10	7:05	18:46	19:16	6:35	12:41	11:19	6:16	19:17	19:47	5:46	13:01	10:59
11	7:03	18:47	19:17	6:33	12:44	11:16	6:14	19:18	19:48	5:44	13:04	10:56
12	7:02	18:48	19:18	6:32	12:46	11:14	6:13	19:19	19:49	5:43	13:06	10:54
13	7:00	18:49	19:19	6:30	12:49	11:11	6:11	19:20	19:50	5:41	13:09	10:51
14	6:59	18:50	19:20	6:29	12:51	11:09	6:12	19:21	19:51	5:42	13:09	10:51
15	6:57	18:52	19:22	6:27	12:55	11:05	6:08	19:22	19:52	5:38	13:14	10:46
16	6:36	18:53	19:23	6:06	13:17	10:43	6:07	19:23	19:53	5:37	13:16	10:44
17	6:54	18:54	19:24	6:24	13:00	11:00	6:05	19:24	19:54	5:35	13:19	10:41
18	6:52	18:55	19:25	6:22	13:03	10:57	6:04	19:25	19:55	5:34	13:21	10:39
19	6:51	18:56	19:26	6:21	13:05	10:55	6:02	19:26	19:56	5:32	13:24	10:36
20	6:49	18:57	19:27	6:19	13:08	10:52	6:01	19:27	19:57	5:31	13:26	10:34
21	6:48	18:58	19:28	6:18	13:10	10:50	6:00	19:28	19:58	5:30	13:28	10:32
22	6:46	18:59	19:29	6:16	13:13	10:47	5:58	19:29	19:59	5:28	13:31	10:29
23	6:44	19:00	19:30	6:14	13:16	10:44	5:57	19:38	20:08	5:27	13:41	10:19
24	6:43	19:01	19:31	6:13	13:18	10:42	5:55	19:31	20:01	5:25	13:36	10:24
25	6:41	19:01	19:31	6:11	13:20	10:40	5:54	19:32	20:02	5:24	13:38	10:22
26	6:39	19:02	19:32	6:09	13:23	10:37	5:53	19:33	20:03	5:23	13:40	10:20
27	6:38	19:03	19:33	6:08	13:25	10:35	5:51	19:34	20:04	5:21	13:43	10:17
28	6:36	19:04	19:34	6:06	13:28	10:32	5:50	19:35	20:05	5:20	13:45	10:15
29	6:35	19:05	19:35	6:05	13:30	10:30	5:49	19:36	20:06	5:19	13:47	10:13
30	6:33	19:06	19:36	6:03	13:33	10:27	5:48	19:37	20:07	5:18	13:49	10:11
31	6:31	19:07	19:37	6:01	13:36	10:24						
					401:44	342:16					397:23	322:37

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	MAYRISE	MAYSET	MAYON	MAYOFF	MAYDAY	MAYHRS	JUNRISE	JUNSET	JUNON	JUNOFF	JUNDAY	JUNHRS
1	5:46	19:38	20:08	5:16	14:52	9:08	5:19	20:06	20:36	4:49	14:47	9:13
2	5:45	19:39	20:09	5:15	14:54	9:06	5:19	20:07	20:37	4:49	14:48	9:12
3	5:44	19:49	20:19	5:14	15:05	8:55	5:19	20:07	20:37	4:49	14:48	9:12
4	5:43	19:41	20:11	5:13	14:58	9:02	5:18	20:08	20:38	4:48	14:50	9:10
5	5:41	19:42	20:12	5:11	15:01	8:59	5:18	20:09	20:39	4:48	14:51	9:09
6	5:48	19:43	20:13	5:18	14:55	9:05	5:18	20:09	20:39	4:48	14:51	9:09
7	5:39	19:44	20:14	5:09	15:05	8:55	5:16	20:10	20:40	4:46	14:54	9:06
8	5:38	19:45	20:15	5:08	15:07	8:53	5:17	20:11	20:41	4:47	14:54	9:06
9	5:37	19:46	20:16	5:07	15:09	8:51	5:17	20:11	20:41	4:47	14:54	9:06
10	5:36	19:47	20:17	5:06	15:11	8:49	5:17	20:12	20:42	4:47	14:55	9:05
11	5:35	19:48	20:18	5:05	15:13	8:47	5:17	20:12	20:42	4:47	14:55	9:05
12	5:34	19:49	20:19	5:04	15:15	8:45	5:17	20:13	20:43	4:47	14:56	9:04
13	5:33	19:50	20:20	5:03	15:17	8:43	5:17	20:13	20:43	4:47	14:56	9:04
14	5:32	19:51	20:21	5:02	15:19	8:41	5:17	20:14	20:44	4:47	14:57	9:03
15	5:31	19:52	20:22	5:01	15:21	8:39	5:17	20:14	20:44	4:47	14:57	9:03
16	5:30	19:52	20:22	5:00	15:22	8:38	5:17	20:14	20:44	4:47	14:57	9:03
17	5:29	19:53	20:23	4:59	15:24	8:36	5:17	20:15	20:45	4:47	14:58	9:02
18	5:28	19:54	20:24	4:58	15:26	8:34	5:17	20:15	20:45	4:47	14:58	9:02
19	5:28	19:55	20:25	4:58	15:27	8:33	5:17	20:16	20:46	4:47	14:59	9:01
20	5:27	19:56	20:26	4:57	15:29	8:31	5:17	20:16	20:46	4:47	14:59	9:01
21	15:26	19:57	20:27	14:56	5:31	18:29	5:17	20:16	20:46	4:47	14:59	9:01
22	5:25	19:58	20:28	4:55	15:33	8:27	5:18	20:16	20:46	4:48	14:58	9:02
23	5:25	19:59	20:29	4:55	15:34	8:26	5:18	20:16	20:46	4:48	14:58	9:02
24	5:24	20:00	20:30	4:54	15:36	8:24	5:18	20:17	20:47	4:48	14:59	9:01
25	5:23	20:00	20:30	4:53	15:37	8:23	5:18	20:17	20:47	4:48	14:59	9:01
26	5:23	20:01	20:31	4:53	15:38	8:22	5:19	20:17	20:47	4:49	14:58	9:02
27	5:22	20:02	20:32	4:52	15:40	8:20	5:19	20:17	20:47	4:49	14:58	9:02
28	5:21	20:03	20:33	4:51	15:42	8:18	5:19	20:17	20:47	4:49	14:58	9:02
29	5:21	20:04	20:34	4:51	15:43	8:17	5:20	20:17	20:47	4:50	14:57	9:03
30	5:20	20:05	20:35	4:50	15:45	8:15	5:20	20:17	20:47	4:50	14:57	9:03
31	5:20	20:05	20:35	4:50	15:45	8:15						
					465:54	278:06					447:45	272:15

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	JULRISE	JULSET	JULON	JULOFF	JULDAY	JULHRS	AUGRISE	AUGSET	AUGON	AUGOFF	AUGDAY	AUGHRS
1	5:21	20:17	20:47	4:51	15:56	8:04	5:44	19:59	20:29	5:14	14:15	9:45
2	5:21	20:17	20:47	4:51	15:56	8:04	5:45	19:58	20:28	5:15	14:13	9:47
3	5:22	20:17	20:47	4:52	15:55	8:05	5:46	19:57	20:27	5:16	14:11	9:49
4	5:22	20:17	20:47	4:52	15:55	8:05	5:46	19:56	20:26	5:16	14:10	9:50
5	5:23	20:16	20:46	4:53	15:53	8:07	5:47	19:55	20:25	5:17	14:08	9:52
6	5:23	20:16	20:46	4:53	15:53	8:07	5:48	19:54	20:24	5:18	14:06	9:54
7	5:23	20:16	20:46	4:53	15:53	8:07	5:49	19:53	20:23	5:19	14:04	9:56
8	5:24	20:16	20:46	4:54	15:52	8:08	5:50	19:52	20:22	5:20	14:02	9:58
9	5:25	20:16	20:46	4:55	15:51	8:09	5:51	19:51	20:21	5:21	14:00	10:00
10	5:25	20:15	20:45	4:55	15:50	8:10	5:52	19:49	20:19	5:22	13:57	10:03
11	5:26	20:15	20:45	4:56	15:49	8:11	5:53	19:48	20:18	5:23	13:55	10:05
12	5:27	20:14	20:44	4:57	15:47	8:13	5:54	19:47	20:17	5:24	13:53	10:07
13	5:27	20:14	20:44	4:57	15:47	8:13	5:55	19:46	20:16	5:25	13:51	10:09
14	5:26	20:14	20:44	4:56	15:48	8:12	5:56	19:44	20:14	5:26	13:48	10:12
15	5:29	20:13	20:43	4:59	15:44	8:16	5:57	19:43	20:13	5:27	13:46	10:14
16	5:30	20:12	20:42	5:00	15:42	8:18	5:58	19:42	20:12	5:28	13:44	10:16
17	5:31	20:12	20:42	5:01	15:41	8:19	5:59	19:40	20:10	5:29	13:41	10:19
18	5:32	20:11	20:41	5:02	15:39	8:21	6:00	19:38	20:08	5:30	13:38	10:22
19	5:32	20:11	20:41	5:02	15:39	8:21	6:00	19:37	20:07	5:30	13:37	10:23
20	5:33	20:10	20:40	5:03	15:37	8:23	6:01	19:36	20:06	5:31	13:35	10:25
21	5:34	20:09	20:39	5:04	15:35	8:25	6:02	19:35	20:05	5:32	13:33	10:27
22	5:35	20:08	20:38	5:05	15:33	8:27	6:03	19:33	20:03	5:33	13:30	10:30
23	5:36	20:07	20:37	5:06	15:31	8:29	6:04	19:32	20:02	5:34	13:28	10:32
24	5:37	20:07	20:37	5:07	15:30	8:30	6:05	19:30	20:00	5:35	13:25	10:35
25	5:37	20:06	20:36	5:07	15:29	8:31	6:06	19:29	19:59	5:36	13:23	10:37
26	5:38	20:05	20:35	5:08	15:27	8:33	6:07	19:27	19:57	5:37	13:20	10:40
27	5:39	20:04	20:34	5:09	15:25	8:35	6:08	19:26	19:56	5:38	13:18	10:42
28	5:40	20:03	20:33	5:10	15:23	8:37	6:09	19:24	19:54	5:39	13:15	10:45
29	5:41	20:02	20:32	5:11	15:21	8:39	6:10	19:23	19:53	5:40	13:13	10:47
30	5:42	20:01	20:31	5:12	15:19	8:41	6:11	19:21	19:51	5:41	13:10	10:50
31	5:43	20:00	20:30	5:13	15:17	8:43	6:12	19:20	19:50	5:42	13:08	10:52
					485:57	258:03					425:17	318:43

Issued:

Effective:

SUNRISE AND SUNSET TIME CHART

**BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
 LONGITUDE 86 DEG 16 MIN. W**

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	SEPRISE	SEPSET	SEPON	SEPOFF	SEPDAY	SEPHRS	OCTRISE	OCTSET	OCTON	OCTOFF	OCTDAY	OCTHRS
1	6:13	19:18	19:48	5:43	14:05	9:55	6:41	18:28	18:58	6:11	11:47	12:13
2	6:14	19:17	19:47	5:44	14:03	9:57	6:42	18:27	18:57	6:12	11:45	12:15
3	6:15	19:15	19:45	5:45	14:00	10:00	6:43	18:25	18:55	6:13	11:42	12:18
4	6:15	19:14	19:44	5:45	13:59	10:01	6:44	18:23	18:53	6:14	11:39	12:21
5	6:16	19:12	19:42	5:46	13:56	10:04	6:45	18:22	18:52	6:15	11:37	12:23
6	6:17	19:10	19:40	5:47	13:53	10:07	6:46	18:20	18:50	6:16	11:34	12:26
7	6:18	19:09	19:39	5:48	13:51	10:09	6:47	18:19	18:49	6:17	11:32	12:28
8	6:19	19:07	19:37	5:49	13:48	10:12	6:48	18:17	18:47	6:18	11:29	12:31
9	6:20	19:06	19:36	5:50	13:46	10:14	6:49	18:15	18:45	6:19	11:26	12:34
10	6:21	19:04	19:34	5:51	13:43	10:17	6:50	18:14	18:44	6:20	11:24	12:36
11	6:22	19:02	19:32	5:52	13:40	10:20	6:51	18:12	18:42	6:21	11:21	12:39
12	6:23	18:59	19:29	5:53	13:36	10:24	6:52	18:11	18:41	6:22	11:19	12:41
13	6:24	18:58	19:28	5:54	13:34	10:26	6:53	18:09	18:39	6:23	11:16	12:44
14	6:25	18:56	19:26	5:55	13:31	10:29	6:54	18:08	18:38	6:24	11:14	12:46
15	6:26	18:54	19:24	5:56	13:28	10:32	6:55	18:06	18:36	6:25	11:11	12:49
16	6:27	18:53	19:23	5:57	13:26	10:34	6:56	18:05	18:35	6:26	11:09	12:51
17	6:28	18:51	19:21	5:58	13:23	10:37	6:57	18:04	18:34	6:27	11:07	12:53
18	6:28	18:49	19:19	5:58	13:21	10:39	6:58	18:02	18:32	6:28	11:04	12:56
19	6:29	18:48	19:18	5:59	13:19	10:41	6:59	18:01	18:31	6:29	11:02	12:58
20	6:30	18:46	19:16	6:00	13:16	10:44	7:00	17:59	18:29	6:30	10:59	13:01
21	6:31	18:44	19:14	6:01	13:13	10:47	7:01	17:58	18:28	6:31	10:57	13:03
22	6:32	18:43	19:13	6:02	13:11	10:49	7:02	17:56	18:26	6:32	10:54	13:06
23	6:33	18:41	19:11	6:03	13:08	10:52	7:03	17:55	18:25	6:33	10:52	13:08
24	6:34	18:39	19:09	6:04	13:05	10:55	7:04	17:54	18:24	6:34	10:50	13:10
25	6:35	18:38	19:08	6:05	13:03	10:57	7:06	17:52	18:22	6:36	10:46	13:14
26	6:36	18:36	19:06	6:06	13:00	11:00	7:07	17:51	18:21	6:37	10:44	13:16
27	6:37	18:35	19:05	6:07	12:58	11:02	7:08	17:50	18:20	6:38	10:42	13:18
28	6:38	18:33	19:03	6:08	12:55	11:05	7:09	17:49	18:19	6:39	10:40	13:20
29	6:39	18:31	19:01	6:09	12:52	11:08	7:10	17:47	18:17	6:40	10:37	13:23
30	6:40	18:30	19:00	6:10	12:50	11:10	7:11	17:46	18:16	6:41	10:35	13:25
31							7:12	17:45	18:15	6:42	10:33	13:27
					403:53	316:07					345:47	398:13

SUNRISE AND SUNSET TIME CHART

BASED ON NATIONAL WEATHER SERVICE INFORMATION FOR LATITUDE 30 DEG 44 MIN. N,
LONGITUDE 86 DEG 16 MIN. W

DAY	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS	SUNRISE	SUNSET	ADD 30	SUB 30	HOURS	BURNHRS
	NOVRISE	NOVSET	NOVON	NOVOFF	NOVDAY	NOVHRS	DECRISE	DECSET	DECON	DECOFF	DECDAY	DECHRS
1	7:13	17:44	18:14	6:43	11:31	12:29	7:47	17:21	17:51	7:17	9:34	14:26
2	7:14	17:43	18:13	6:44	11:29	12:31	7:48	17:21	17:51	7:18	9:33	14:27
3	7:16	17:41	18:11	6:46	11:25	12:35	7:49	17:21	17:51	7:19	9:32	14:28
4	7:17	17:40	18:10	6:47	11:23	12:37	7:50	17:21	17:51	7:20	9:31	14:29
5	7:18	17:39	18:09	6:48	11:21	12:39	7:50	17:21	17:51	7:20	9:31	14:29
6	7:19	17:38	18:08	6:49	11:19	12:41	7:51	17:21	17:51	7:21	9:30	14:30
7	7:20	17:37	18:07	6:50	11:17	12:43	7:52	17:21	17:51	7:22	9:29	14:31
8	7:21	17:36	18:06	6:51	11:15	12:45	7:53	17:21	17:51	7:23	9:28	14:32
9	7:22	17:35	18:05	6:52	11:13	12:47	7:54	17:21	17:51	7:24	9:27	14:33
10	7:24	17:34	18:04	6:54	11:10	12:50	7:55	17:21	17:51	7:25	9:26	14:34
11	7:25	17:33	18:03	6:55	11:08	12:52	7:56	17:21	17:51	7:26	9:25	14:35
12	7:26	17:32	18:02	6:56	11:06	12:54	7:56	17:21	17:51	7:26	9:25	14:35
13	7:27	17:32	18:02	6:57	11:05	12:55	7:57	17:21	17:51	7:27	9:24	14:36
14	7:28	17:31	18:01	6:58	11:03	12:57	7:58	17:21	17:51	7:28	9:23	14:37
15	7:29	17:30	18:00	6:59	11:01	12:59	7:59	17:21	17:51	7:29	9:22	14:38
16	7:30	17:29	17:59	7:00	10:59	13:01	7:59	17:21	17:51	7:29	9:22	14:38
17	7:32	17:28	17:58	7:02	10:56	13:04	8:00	17:22	17:52	7:30	9:22	14:38
18	7:33	17:28	17:58	7:03	10:55	13:05	8:01	17:23	17:53	7:31	9:22	14:38
19	7:34	17:27	17:57	7:04	10:53	13:07	8:01	17:23	17:53	7:31	9:22	14:38
20	7:35	17:26	17:56	7:05	10:51	13:09	8:02	17:23	17:53	7:32	9:21	14:39
21	7:36	17:26	17:56	7:06	10:50	13:10	8:02	17:24	17:54	7:32	9:22	14:38
22	7:37	17:25	17:55	7:07	10:48	13:12	8:03	17:24	17:54	7:33	9:21	14:39
23	7:38	17:25	17:55	7:08	10:47	13:13	8:03	17:25	17:55	7:33	9:22	14:38
24	7:39	17:24	17:54	7:09	10:45	13:15	8:04	17:26	17:56	7:34	9:22	14:38
25	7:40	17:24	17:54	7:10	10:44	13:16	8:04	17:26	17:56	7:34	9:22	14:38
26	7:41	17:23	17:53	7:11	10:42	13:18	8:04	17:27	17:57	7:34	9:23	14:37
27	7:42	17:23	17:53	7:12	10:41	13:19	8:05	17:27	17:57	7:35	9:22	14:38
28	7:44	17:22	17:52	7:14	10:38	13:22	8:05	17:28	17:58	7:35	9:23	14:37
29	7:45	17:22	17:52	7:15	10:37	13:23	8:05	17:29	17:59	7:35	9:24	14:36
30	7:46	17:22	17:52	7:16	10:36	13:24	8:06	17:30	18:00	7:36	9:24	14:36
31							8:06	17:30	18:00	7:36	9:24	14:36
					330:28	389:32					291:58	452:02

Issued:

Effective:

Residential Rate Design					
Line No.	Description				2025 Pro Forma Rate
1	Connection Charge				\$13.70
	Energy Charges	Begin	End		
2	1st Block	0	300		\$0.197516
3	2nd Block	301	1,000		\$0.143753
4	3rd Block	1,001			\$0.130280

Residential Billing Comparison Rate RSN0								
Line No.	Description (a)	Customer Bills and KWH (b)	Present Rates (c)	Monthly Revenue at Present Rates ^{1/} (d)	Proposed Rates (e)	Monthly Revenue at Proposed Rates (f)		
1	Connection Charge	1	\$10.54	\$10.54	\$13.70	\$13.70		
	Energy	Begin	End					
2	1st Block	0	300	300	\$0.148799	\$44.64	\$0.197516	\$59.25
3	2nd Block	301	1,000	700	\$0.108297	\$75.81	\$0.143753	\$100.63
4	End Block	1,001	and Over	0	\$0.098147	\$0.00	\$0.130280	\$0.00
5	Total Energy			1,000		\$130.99		\$173.58
6	Bill Adjustments (Trackers)*			\$0.012056	\$12.06	-\$0.002908	-\$2.91	
7	Calculated Revenue				\$143.04		\$170.67	
8	Difference						\$27.63	
9	Percent Increase / (Decrease)						19.32%	

*Standard Contract Rider Summary Table		
	Present Rates	Proposed Rates
Standard Contract Rider 60 - Fuel Cost Adjustment	\$0.007351	\$0.000000
Standard Contract Rider 62 - Environmental Compliance Investment Adjustment	\$0.001697	\$0.001371
Standard Contract Rider 65 - Transmission and Distribution Infrastructure Improvement Cost Rate Adjustment	\$0.004373	\$0.001228
Standard Contract Rider No. 66-A - Energy Efficiency Revenue Adjustment	\$0.002369	\$0.001008
Standard Contract Rider No. 67 - Credits to Remove Annual Amortization of Cinergy Merger Costs	-\$0.006479	-\$0.006872
Standard Contract Rider No. 68 - Midcontinent ISO Management Cost and Revenue Adjustment	\$0.000752	\$0.000000
Standard Contract Rider No. 70 - Reliability Adjustment	\$0.000267	\$0.000283
Standard Contract Rider No. 73 - Renewable Energy Project Revenue Adjustment	\$0.000234	\$0.000074
Standard Contract Rider No. 74 - Renewable Energy Project Revenue Adjustment	<u>\$0.001491</u>	<u>\$0.000000</u>
	\$0.012056	-\$0.002908

^{1/} Estimates a typical residential customer's 2025 monthly bill excluding the rate case's impacts.

Small Commercial Rate Design				
Line No.	Description			2025 Pro Forma Rate
1	Connection Charge			\$13.91
	Energy Charges	Begin	End	
2	1st Block	0	300	\$0.189664
3	2nd Block	301	1,000	\$0.175929
4	3rd Block	1,001	2,500	\$0.159831
	End Block	2,501	and Over	\$0.130283

Connection Charges						
Rate Schedule	Calculated Connection Charge 1/	Calculated Minimum System Connection Charge 2/	Proposed Connection Charge	Current Connection Charge	Increase	Percent Increase/Decrease
Rate RS	\$10.05	\$31.49	\$13.70	\$10.54	\$3.16	29.98%
Rate CS	\$10.03	\$31.94	\$13.91	\$10.70	\$3.21	30.00%
High Efficiency	\$11.91	\$47.36	\$33.83	\$26.03	\$7.80	29.97%
Sirens	\$6.29	\$10.21	\$10.68	\$10.70	-\$0.02	-0.19%
Rate LLF						
Secondary	\$43.14	\$118.28	\$27.63	\$21.26	\$6.37	29.96%
Primary	\$213.76	\$1,551.75	\$109.55	\$84.28	\$25.27	29.98%
Primary Direct	\$73.02	\$94.97	\$109.55	\$84.28	\$25.27	29.98%
Transmission	\$280.74	\$275.55	\$331.00	\$331.00	\$0.00	0.00%
High Efficiency	\$48.94	\$224.73	\$28.05	\$21.58	\$6.47	29.98%
Rate HLF						
Secondary	\$53.30	\$317.38	\$31.90	\$24.54	\$7.36	29.99%
Primary	\$244.94	\$3,562.43	\$125.61	\$96.64	\$28.97	29.98%
Primary Direct	\$456.80	\$484.23	\$125.61	\$96.64	\$28.97	29.98%
Common	\$626.92	\$618.14	\$855.37	\$658.07	\$197.30	29.98%
Bulk	\$1,245.79	\$1,217.58	\$855.37	\$658.07	\$197.30	29.98%

Migration Impact Summary					
	RS	CS	LLF	HLF	Total
Rate Migration	\$0	\$0	\$2,993,210	\$1,456,710	\$4,449,920
Migration to New LLF Secondary	\$0	\$0	\$11,953,650	\$4,741,820	\$16,695,470
TOU Migration	\$7,029,876	\$563,950	\$196,050	\$3,574,599	\$11,364,475
Subtotals	\$7,029,876	\$563,950	\$15,142,910	\$9,773,129	\$32,509,865
Lost Revenue %	50%	50%	50%	50%	50%
Totals	\$3,514,938	\$281,975	\$7,571,455	\$4,886,565	\$16,254,933

Migration Impacts For Rate HLF and LLF Rate Classes
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Rate HLF

	HLF Bulk	HLF Common	HLF Primary	HLF Primary Direct	HLF Secondary	Total HLF
Other Rate Migration	\$ -	\$ 1,081,500	\$ 272,066	\$ 103,144	\$ 4,741,820	\$ 6,198,530
TOU Migration	\$ -	\$ 734,395	\$ 1,393,305	\$ 1,389,486	\$ 57,413	\$ 3,574,599
Total Migration	\$ -	\$ 1,815,895	\$ 1,665,371	\$ 1,492,630	\$ 4,799,233	\$ 9,773,129
Lost Revenue %	50%	50%	50%	50%	50%	
Totals	\$ -	\$ 907,948	\$ 832,686	\$ 746,315	\$ 2,399,617	\$ 4,886,565

Rate LLF

	LLF Transmission	LLF Primary	LLF Primary Direct	LLF Secondary	Total LLF
Other Rate Migration	\$ -	\$ 9,156	\$ -	\$ 14,937,704	\$ 14,946,860
TOU Migration	\$ -	\$ -	\$ 168,909	\$ 27,141	\$ 196,050
Total Migration	\$ -	\$ 9,156	\$ 168,909	\$ 14,964,845	\$ 15,142,910
Lost Revenue %		50%	50%	50%	50%
	\$ -	\$ 4,578	\$ 84,455	\$ 7,482,423	\$ 7,571,455
Total	\$ 1,815,895.00	\$ 1,674,527.00	\$ 1,661,539.00	\$ 19,764,078.00	\$ 24,916,039.00
50%	\$ 907,947.50	\$ 837,263.50	\$ 830,769.50	\$ 9,882,039.00	\$ 12,458,019.50

Duke Energy Indiana 2024 Base Rate Case
FINANCIAL EXHIBIT A-5: NET ELECTRIC OPERATING INCOME
Revenues
Workpaper REV7
MSFR Reference: 1-5-8(a)(2)

DUKE ENERGY INDIANA, LLC
2025 Pro Forma Adjustment to Nonrecurring Charge and Rate Revenue

Line No.	Description	Current Rates (A)	Current Revenue In Forecast (B)	Status (C)	Proposed (D)	Adjusted Revenue (E)	Change (F)	Line No.
1	Automated Reconnect Charge	\$6	\$133,266	Update	\$8	\$177,688	\$44,422	1
2	Excess Facilities Revenue	1.22% a month in perpetuity	\$1,953,522	Update	1.28% a month in perpetuity	\$1,967,463	\$13,941	2
3	Total		<u>\$2,086,788</u>			<u>\$2,145,151</u>	<u>\$58,363</u>	3